

LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
MAY 18, 2021
7:00 PM

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Valedictorians and Salutatorians
 - B. Retiring Board Member
4. Introductions
5. Public Comment
6. Approval of minutes
 - A. April 6, 2021 - Special Meeting 5
 - B. April 13, 2021 - Regular Board Meeting 7
 - C. April 27, 2021 - Special Meeting 18
7. Board members reports
 - A. Meetings and events
8. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
9. **ACTION ITEMS**
 - A. **Goal: Planning**
 1. Issuance of Election Certificate to newly elected trustees
 2. Completion of Statement of Elected Officer
 3. Administer Oath of Office to newly elected trustees
 4. Consider approval of nomination of candidates for positions on the Texas Association of School Boards (TASB) Board of Directors 20
 5. Consider ratification of Financial and Investment Reports 31
 6. Consider approval of budget amendment requests 35
 7. Consider approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program 38
 8. Consider approval of Interlocal Agreement with Education Service Center Region 19 (ESC-R19) Allied States Cooperative 39
 9. Consider approval of purchase of kitchen equipment upgrades for Lamar Consolidated High and Lamar Junior High schools 43
 10. Consider approval of request for 2021 Historic Site Exemption Qualification for the Simonton School 45
 11. Consider ratification of donations to the district, including, but not limited to: 49
 - a. Campbell Elementary School
 - b. Dickinson Elementary School
 - c. Lindsey Elementary School
 - d. Meyer Elementary School
 - e. Wessendorff Middle School
 12. Consider approval of architect contract for the renovations at Austin Elementary, Huggins Elementary, Meyer Elementary, Taylor Ray Elementary, Navarro Middle, and Seguin Early Childhood Center 50
 13. Consider approval of architect contract for Bernard Clifton Terrell, Jr. Elementary School 51

14.	Consider approval of architect contract for the District Network Closet upgrades	52
15.	Consider approval of architect contract for the new Lamar CISD Police Station	53
16.	Consider approval of architect contract for the additions of orchestra rooms for Foster High, Briscoe Junior High, Fulshear High, Leaman Junior High, George Ranch High, and Reading Junior High schools	54
17.	Consider approval of architect contract for the renovations at Beasley Elementary, Bowie Elementary, and Jackson Elementary schools	55
18.	Consider approval of architect contract for the renovations at Dickinson Elementary, Campbell Elementary, and Williams Elementary schools	56
19.	Consider approval of architect contract for the renovations at Terry High and George Junior High schools	57
20.	Consider approval of impact fees to the City of Richmond for water and wastewater to Maxine Phelan Elementary School	58
21.	Consider approval of Fort Bend County Municipal Utility District No. 216 rate order and fees for Fletcher Morgan, Jr. Elementary School	61
22.	Consider approval of fiber data connection for the Alternative Learning Center	125
23.	Consider approval of network fiber connections for Maxine Phelan Elementary School	127
24.	Consider approval of geotechnical study for Ag Barn No. 3	129
25.	Discussion of beer and wine permit at convenience store near school district property	143
B.	Goal: Instructional	
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1.	Consider approval of districtwide iPad refresh	172
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D.	Goal: Personnel	
1.	Consider approval of new appraisers for teaching staff	188
10.	INFORMATION ITEMS	
A.	Goal: Instructional	
1.	Digital Scholars Program	189
B.	Goal: Planning	
1.	Tax Collection Report	190
2.	Lamar CISD New Money Bond Sale, 2020 Bond Referendum	196
3.	Payments for Construction Projects	197
4.	Bond Update	
a.	2014	200
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5.	Lamar CISD Police Department Update	210
11.	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	216

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) 217
 - c. Employee resignations and retirements (Information) 222
 - d. Consider renewals for late hires 229
 - e. Reassignment of professional personnel (Information)
 - f. Elect Board Officers to serve from May 2021 to May 2022 230
 - g. Superintendent Retirement Agreement
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

12. **ACTION ITEMS (CONTINUED)**

A. **Goal: Planning**

- 1. Consider authorization to use current facsimile plates 231

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 May 2021 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 6th day of April 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a 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, Mrs. Joy Williams, at 6:30 p.m.

Members Present:

Joy Williams	President
Mandi Bronsell	Vice President
Joe Hubenak	Secretary
Kay Danziger	Member
Kathryn Kaminski	Member
Alex Hunt	Member
Jon Welch	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
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
Kevin McKeever	Executive Director of Facilities & Planning
Jonathan Brush	Attorney

BUSINESS TRANSACTED

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

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. Superintendent Search – deliberate naming of lone finalist

The Board adjourned to Closed Session at 6:30 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 6:41 p.m.

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2. A-1(a) Superintendent Search – deliberate naming of lone finalist

It was moved by Ms. Bronsell and seconded by Mr. Hubenak that the Board of Trustees approve naming Dr. Roosevelt Nivens as the lone finalist for the position of Superintendent of Schools.

Mrs. Williams explained the selection process.

Mr. Hunt thanked his colleagues for their hard work during this process, he said everyone brought a diverse array of experiences and he found that very helpful.

Ms. Danziger said she is very eager to start the new chapter.

The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 6:45 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
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 13th day of April 2021, 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, Mrs. Joy Williams, at 7:00 p.m.

Members Present:

Joy Williams	President
Mandi Bronsell	Vice President
Joe Hubenak	Secretary
Kay Danziger	Member
Kathryn Kaminski	Member
Alex Hunt	Member
Jon Welch	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
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
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 and pledge to the Texas Flag were recited.

3. RECOGNITIONS/AWARDS

None.

4. INTRODUCTIONS

Dr. Bowen introduced new staff to the Board:

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Sierra King, associate principal at Lamar Consolidated High School

5. PUBLIC COMMENT

Ms. Sandra Cuchinelli addressed the Board about the mask mandate. She said the parents advocating for their kids at the last meeting were painted as vandals. She said they entered to Board room because they could not hear and didn't know the meeting had started. She said the Board ignored them and didn't listen.

Mr. Charles Titus addressed the Board about making masks optional.

Ms. Cindy Hardin addressed the Board about mask restrictions during recess and PE.

Ms. Amanda Bagnall addressed the Board as a healthcare professional who has done mask studies.

6. APPROVAL OF MINUTES

- A. MARCH 8, 2021 – SPECIAL MEETING**
- B. MARCH 9, 2021 – SPECIAL MEETING**
- C. MARCH 23, 2021 – SPECIAL MEETING (WORKSHOP)**
- D. MARCH 25, 2021 – REGULAR BOARD MEETING**
- E. MARCH 29, 2021 – SPECIAL MEETING**
- F. MARCH 30, 2021 – SPECIAL MEETING**

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of March 8, 2021 Special Meeting, March 9, 2021 Special Meeting, March 23, 2021 Special Meeting (Workshop), March 25, 2021 Regular Board Meeting, March 29, 2021 Special Meeting, and March 30, 2021 Special Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee did not meet but wanted to report the status of projects in the District. She attended Dr. Randle's retirement reception and thanked Dr. Rockwood, and all who helped in planning the reception.

Mr. Hubenak reported that the Technology Committee met and reported the status of projects in the District.

Ms. Williams said it was a wonderful retirement reception and thanked everyone involved in organizing.

8. SUPERINTENDENT REPORTS

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

Dr. Randle thanked the staff and Board for a memorable evening, his family was so excited, and a number were unable to attend were able to watch it online.

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

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.

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of new Advance Placement (AP) course for the 2021-2022 school year

Approved the Advanced Placement (AP) Physics II: Algebra Based Physics course for the 2021-2022 school year.

9. A-2 Approval of new OnRamps course for the 2021-2022 school year

Approved the OnRamps Introduction to Geoscience course for the 2021-2022 school year.

9. A-3 Approval of new Dual Credit course for the 2021-2022 school year

Approved the Dual Credit Texas Government course for the 2021-2022 school year.

9. B GOAL: PLANNING

9. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. B-3 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending February 28, 2021. (See inserted pages 28-A – 28-F.)

9. B-4 Approval of independent auditors for the 2020-2021 school year

Approved the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2020-21 school year. (See inserted pages 28-G – 28-P.)

9. B-5 Approval of resolution extending depository contract

Extended the current depository contract with Wells Fargo, N.A. for an additional two-year term, commencing September 1, 2021 and ending August 31, 2023. (See inserted page 28-Q.)

9. B-6 Approval of marquee, school signage and related items

Approved all vendors who responded to the proposal for marquee, school signage and related items for the District.

9. B-7 Approval of HVAC full coverage maintenance and service agreement

Approved Texas Air Systems for a 3-year term contract for district-wide HVAC full coverage maintenance and service in the amount of \$6,254,412.00 (3-year term cost).

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9. B-9 Approval of awards, custom apparel, promotional and related items

Approved all vendors who responded to the proposal for awards, custom apparel, promotional and related items for the District.

9. B-10 Approval of Instructional Materials Allotment and TEKS Certification

Approved the Instructional Materials Allotment and TEKS Certification for the 2021-22 school year.

9. B-11 Approval of resolution proclaiming:

a. Lifetime Ambassador

Approved the attached resolution proclaiming Dr. Thomas E. Randle as Lamar CISD's First Lifetime Ambassador. (See inserted pages 29-A – 29-B.) The Board presented Dr. Randle with his lifetime badge.

b. Public School Paraprofessionals' Day

Approved the attached resolution proclaiming May 12, 2021 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District. (See inserted page 29-C.)

c. School Nurses' Week

Approved the attached resolution proclaiming May 6-12, 2021 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 29-D.)

d. Teacher Appreciation Week

Approved the attached resolution proclaiming May 3-7, 2021 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 29-E.)

9. B-12 Approval of architect ranking for the 2020 Bond projects

Approved the ranking of Architects for the 2020 Bond construction projects and allowed the Superintendent to begin contract negotiations.

9. B-13 Approval of Construction Manager-Agent (CMA) contract

Approved Rice & Gardner Consultants, Inc. to perform the services of Construction Manager-Agent (CMA) for select 2020 bond projects and allowed the Superintendent to negotiate the contract.

9. B-14 Approval of CenterPoint Energy electric easement for Fletcher Morgan, Jr. Elementary School

Approved the CenterPoint Energy electric easement at Fletcher Morgan, Jr. Elementary School, and authorized the Board President to execute the easement documents. (See inserted pages 29-F – 29-M.)

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9. B-15 Approval of professional surveying services for the Ag Barn #3 and new Elementary School

Approved Kaluza, Inc. professional survey and platting for the Ag Barn #3 and new Elementary School in the amount of \$28,530 and allowed the Board President to execute the agreement. (See inserted pages 30-A – 30-C.)

9. B-16 Approval of materials testing for the Maxine Phelan Elementary School

Approved Terracon, Inc. for materials testing for the Maxine Phelan Elementary School in the total amount of \$85,000 and authorized the Board President to execute the agreement. (See inserted pages 30-D – 30-M.)

9. B-17 Approval of Fort Bend County MUD #162 annexation

Approved the petition for annexation into the Fort Bend County Municipal Utility District No.162 (MUD #162) of a 27.66-acre tract and deposit of \$10,000 for annexation costs and allowed the Board President to execute the agreement. (See inserted pages 30-N – 30-CC.)

9. B-18 Approval of CSP#05-2021VLK for Maxine Phelan Elementary School

Approved Drymalla Construction Company for the construction of Maxine Phelan Elementary School in the amount of \$23,879,600 and authorized the Board President to sign the agreement.

9. D GOAL: TECHNOLOGY

9. D-1 Approval of Interactive Flat Panels, installation hardware and services and electrical work

Approved the purchase of Interactive Flat Panels (IFP), televisions, installation hardware and services and electrical work not to exceed \$2,485,405.19.

9. D-3 Approval of datacenters connection

Approved Comcast to provide connectivity between District datacenters in the amount of \$2,950 per month for a 10.0 Gbps connection.

9. D-4 Approval of purchase of network cabinets and services

Approved the purchase of network equipment cabinets and services in the amount of \$262,874.18 from RockIT.

9. D-5 Approval of datacenter switches and services

Approved the purchase of network switches, related components, and installation in the amount of \$1,482,800.59 from Red River Technology LLC.

9. B GOAL: PLANNING

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9. B-2 **Consider approval of budget amendment requests**

It was moved Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve budget amendment requests.

Mr. Welch asked if we are purchasing 2 more temporary buildings and if winter storm Uri cost the district \$560,000; he wanted to know if those funds were coming out of the general fund. Ms. Ludwig said this is to establish budgets for those items, so the general fund budget is being increased by that amount. She said we expect to have a savings in this year's budget and that should offset some of this. But it could draw down the fund balance. Mr. Welch asked if she has heard anything about being refunded for some of the costs. Ms. Ludwig said there are programs still being developed and we are still filing applications; it takes time and it could split fiscal years. Mr. Hunt asked if the \$560,000 was just for the HVAC systems that were damaged. Mr. Juntti said these were 2 issues; one during the freeze and one immediately after the freeze. There was damage after the systems were restarted.

The motion carried unanimously. (See inserted pages 31-A – 31-B.)

9. B-8 **Consider approval of universal screener for reading and mathematics**

It was moved by Ms. Danziger and seconded by Mr. Hunt that the Board of Trustees approve Curriculum Associates to provide a web-based universal screener/progress monitoring tool for reading and mathematics for all students' districtwide at a first-year cost of \$242,316.

Mr. Welch said he doesn't understand exactly how this assesses and interacts with Skyward, and how are those subjects currently being assessed. Ms. Marchena said we are currently using Curriculum Associates; our contract was just a one-year contract. We looked at all the options that were available and the committee determined that Curriculum Associates was the one to continue using. This assessment is given at the beginning, middle, and end of the year. Students start with a baseline and it is an adaptive assessment, so as they get questions correct, they move up. It tries to identify the gaps they may have in content and curriculum for math and reading. Mr. Hunt asked if for reading assessment we use to use DRA and then it was replaced with GRA; he asked how this is different from GRA. Ms. Marchena said they are different components of the assessment. This assessment measures dyslexia screening, phonics, word fluency, all the different components of a balanced reading program. GRA is doing the same sort of thing but it is more of an oral fluency and oral reading assessment.

The motion carried unanimously.

9. C **GOAL: PERSONNEL**

9. C-1 **Consider approving delegation of final authority to the Superintendent to employ contractual employees**

It was moved by Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees delegate final authority to the Superintendent to employ contractual employees for the 2021-2022 school year during the months of May, June, July, and August.

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Mrs. Williams asked how this will be managed with Dr. Nivens coming in. Dr. Randle said that this starts in May and if we have positions that we are working through the process of interviewing, the goal would be to engage Dr. Nivens in the final interviews.

The motion carried unanimously.

9. D GOAL: TECHNOLOGY

9. D-2 Consider approval of purchase of wireless upgrades

It was moved by Ms. Danziger and seconded by Mr. Hunt that the Board of Trustees approve the purchase of wireless upgrades hardware and services in the amount of \$4,460,881.81 from RockIT.

Mr. Hunt asked for an explanation of this item and why we need it. Mr. Jacobson said our need for wireless networking has increased and the demand has outgrown the devices that are over 5 years old. The last upgrade was done in 2016. This will prepare us for the mandated online testing beginning the 2023 school year. He said our current access points in the classrooms can handle approximately 20-25 devices at a time. Mr. Hunt asked why we are upgrading schools that just opened. Mr. Jacobson said all the new schools being built are being built with our new standard. There are two components, one is upgrading access points that no longer meet our standard and also, they are adding access points to areas like libraries, cafeterias, and gyms so we can accommodate testing. Tamarron Elementary is only getting a cabling upgrade.

The motion carried unanimously.

10. INFORMATION ITEMS

10. A GOAL: PERSONNEL

10. A-1 Report on Board Member Training

The Board President reported the following:

Under State Board of Education rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

As Board President, I am required to announce the name of each member who:

- has completed the required continuing education;
- has exceeded the required continuing education; and
- is deficient in meeting the required continuing education.

The requirements for training are measured as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable.

There are seven training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Post-Legislative Update to the Texas Education Code
4. Team Building
5. Additional Continuing Education

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6. Evaluating Student Academic Performance and Setting Goals
7. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member's training in excess of the continuing education requirements.

Local District Orientation: No new board members were required to complete local district orientation training for the time period covered by this announcement.

Orientation to the Texas Education Code: No new board members were required to complete the Orientation to the Texas Education Code training for the time period covered by this announcement.

Post-Legislative Update to the Texas Education Code: No board members were required to complete Post-Legislative Update to the Texas Education Code training for the time period covered by this announcement.

Team Building: All Board members are deficient in meeting the required annual team building training. COVID challenges and scheduling impacted board members ability to complete team building training.

Additional continuing education: The following board members have completed the additional continuing education requirements: Mandi Bronsell, Kay Danziger, Alex Hunt, Kathryn Kaminski, Jon Welch, and Joy Williams. The following board member has scheduled training to complete the additional continuing education requirements: Joe Hubenak.

Evaluating Student Academic Performance and Setting Goals: The following Board members have completed the biennial training on evaluating student academic performance and setting goals: Mandi Bronsell, Kay Danziger, Joe Hubenak, Alex Hunt, Kathryn Kaminski, Jon Welch, and Joy Williams.

Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children: The following board members have completed the biennial training on identifying and reporting abuse and trafficking: Mandi Bronsell, Kay Danziger, Alex Hunt, Kathryn Kaminski, Jon Welch, and Joy Williams. The following board member has scheduled training to timely complete the biennial training on identifying and reporting abuse and trafficking: Joe Hubenak.

Exceeding required continuing education:
Board Member Mandi Bronsell exceeded the required amount of continuing education by 2 additional hours.
Board Member Kay Danziger exceeded the required amount of continuing education by 22.75 additional hours.
Board Member Alex Hunt exceeded the required amount of continuing education by 4.5 additional hours.

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Board Member Kathryn Kaminski exceeded the required amount of continuing education by .75 additional hours.

Board Member Jon Welch exceeded the required amount of continuing education by 9.5 additional hours.

10. B GOAL: INSTRUCTIONAL

10. B-1 Update Report on the Early Learning pathway in CTE

Ms. Kaminski said she knows with COVID the numbers dropped drastically. She asked how they contact the local businesses. Dr. Maxwell said there are a couple of different advisory committees that local businesses are invited to attend. Dr. Lazar has worked with many of the city boards to determine what is out there and our connection to local businesses. Ms. Kaminski asked if we ever send out fliers asking local businesses if they have a need. Dr. Maxwell said not through a flier, but through our advisory committee we do send out information to gather that information. She said since she will be leaving the school board, she would like to volunteer for one of those advisory committees.

10. B-2 Update report on Equal Opportunity Schools (EOS)

Ms. Kaminski said she knows our contract with EOS will be brought up next year, she said we had asked administration to think about taking over at the end of next year. She asked if we are on target. Dr. Maxwell said in June the administration talked about what it would look like to take over EOS. He said as of right now they have many things completed and we feel it could be a good timeline as the contract ends next summer, we could take that over. Dr. Randle said that anytime you put a hard deadline, a lot of things could come up along the way. He said he doesn't want the staff to get caught in something because we said it has to be done by a certain date. He said the staff are working very hard to make sure we transition in that direction. He said it should be a smooth transition. Ms. Danziger asked if our numbers were lower due to COVID. Dr. Maxwell said from our data we did see a decrease in some of our AP classes, we were not able to do the outreaches we wanted to because of COVID and not being able to bring in groups of students. For 2021-2022 we are seeing an increase. Mr. Hunt asked if the District has done any analysis or determined if it would be less expensive to do it in house vs. continuing with EOS. He said for him that would be an important measure. Dr. Maxwell said back in the June board meeting there was a cost analysis not of what it would take to take it over, but we can put some of those numbers together again.

10. C GOAL: PLANNING

10. C-1 District Improvement Plan Quarterly Update

Dr. Rockwood, Dr. Mossige, and Dr. Bowen presented to the Board.

10. C-2 Tax Collection Report

10. C-3 Payments for Construction Projects

10. C-4 Bond Update

a. 2014

b. 2017

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10. C-5 Lamar CISD Police Department Update

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

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

The Board adjourned to Closed Session at 8:31 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:50 p.m.

11. A-1(d) Consider renewal of contract for professional teachers/support personnel

It was moved by Ms. Danziger and seconded by Mr. Welch that the Board of Trustees approve renewal of contracts for professional teachers/support personnel. The motion carried unanimously. (See inserted pages 35-A – 35-ZZZ.)

11. A-1(f) Consider approval of Director of Leadership Development

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the recommendation of Henva Medlow as the Director of Leadership Development. The motion carried unanimously.

FUTURE AGENDA ITEMS

Canvas Update

UPCOMING MEETINGS AND EVENTS

None.

ADJOURNMENT

The meeting adjourned at 8:52 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

**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 27th day of April 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a 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, Mrs. Joy Williams, at 6:30 p.m.

Members Present:

Joy Williams	President
Mandi Bronsell	Vice President
Joe Hubenak	Secretary
Kay Danziger	Member
Kathryn Kaminski	Member
Alex Hunt	Member
Jon Welch	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
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
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

Mrs. Williams welcomed the Community ISD Board of Trustees who were in attendance to support Dr. Nivens.

3. PUBLIC COMMENT

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. Superintendent Contract

Minutes of Special Board Meeting April 27, 2021 – page 38

The Board adjourned to Closed Session at 6:31 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:08 p.m.

2. A-1(a) Superintendent Contract

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the Superintendent’s employment contract, moving and relocation expenses and consulting agreement as presented.

Mrs. Williams invited Community ISD to address the Board.

Mr. Mike Shepard spoke on the Community ISD Board’s behalf, he thanked Dr. Randle for his legacy in the district and the impact he has had on kids for 20 years. He said the District is getting the best available Superintendent in the world. He said he is a man of his word, man of honor and honesty. He will be missed by Community ISD, his impact has been tremendous. He introduced the Community ISD members in attendance: Mr. Mark Stanfield, Mr. Jeff Pendill, and Mrs. Tonja Shepard.

Ms. Danziger welcomed Dr. Nivens to Lamar CISD.

Mrs. Williams said the whole board is very grateful for all the support and help of Rick Morris our legal counsel and all the support they have received.

The motion carried unanimously.

Dr. Nivens, Mrs. Williams, and Mr. Hubenak signed the contract.

Dr. Nivens thanked the Board. He said it is an honor to especially have your former bosses come and see you off. He thanked the Community ISD Board for their support. He thanked his wife Karla Nivens for her support. He also thanked his son, Roosevelt, and daughter, Naomi, and this brother Vic for their support as well.

Mrs. Williams congratulated and welcomed him.

ADJOURNMENT

The meeting adjourned at 7:19 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

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

RECOMMEDATION:

That the Board of Trustees approve the nomination of _____ for Positions 4A, 4B, and 4C on the Texas Association of School Boards (TASB) Board of Directors.

IMPACT/RATIONALE:

Active member school boards may nominate an individual from its Board until June 30, 2021. The endorsement period, during which the district may support nominated candidates will open July 3 – August 31, 2021.

PROGRAM DESCRIPTION:

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Karen Vacek

From: Board Communications <BoardCommunications@tasb.org>
Sent: Tuesday, April 27, 2021 12:14 PM
To: Board Communications
Subject: Nominations for TASB Board Position-Region 4A
Attachments: 01) Form A Nomination Form.docx; 02) FORM B Biographical Sketch Form.docx; 03) FORM C Director Candidate Questionnaire Form.docx; 04) Regional Position Nominations Instructions Sheet.pdf; 05) 2021 Nomination QA.pdf; Excerpt-VI-from-Bylaws.pdf



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Serving Texas Schools Since 1949

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 4,

You are invited to nominate a trustee from your board for the Region 4, Position A, seat on the TASB Board.

The position is currently held by **Georgan Reitmeier** (Klein ISD). **Reitmeier has indicated that she will be seeking reelection.** The term of this position is for three years beginning at the close of the 2021 Annual TASA/TASB Convention and expiring after Convention 2024.

A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate, please follow the attached instructions, and complete and return the attached forms. **Nominations must be received by TASB no later than Wednesday, June 30, 2021.** If you have questions, please contact Lysa Hoelscher at **800.580.8272, extension 2976**. More information is available on the [TASB Nominations](#) website.

Please note: This is the call for nominations. The endorsement period, during which your district may support nominated candidates, will be open July 3–August 31, 2021.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools.

Sincerely,

Lee Lentz-Edwards
Immediate Past President
TASB Nominations Committee Chair

21

1

Karen Vacek

From: Board Communications <BoardCommunications@tasb.org>
Sent: Thursday, May 6, 2021 11:28 AM
To: Board Communications
Subject: Nominations for TASB Board Position-Region 4B
Attachments: 01) Form A Nomination Form.docx; 02) FORM B Biographical Sketch Form.docx; 03) FORM C Director Candidate Questionnaire Form.docx; 04) Regional Position Nominations Instructions Sheet.pdf; 05) 2021 Nomination QA.pdf; Excerpt-VI-from-Bylaws.pdf

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 4,

You are invited to nominate a trustee from your board for the Region 4, Position B, seat on the TASB Board.

As a result of the May school board elections, there will be a vacancy on the TASB Board of Directors in Region 4, Position B. The term of this position is for two years beginning at the close of the 2021 Annual TASA/TASB Convention and expiring after Convention 2023.

A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate, please follow the attached instructions, and complete and return the attached forms. **Nominations must be received by TASB no later than Wednesday, June 30, 2021.** If you have questions, please contact Lysa Hoelscher at **800.580.8272, extension 2976**. More information is available on the [TASB Nominations](#) website.

Please note: This is the call for nominations. The endorsement period, during which your district may support nominated candidates, will be open July 3–August 31, 2021.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools.

Sincerely,



Lee Lentz-Edwards
Immediate Past President
TASB Nominations Committee Chair

Attachments

Karen Vacek

From: Board Communications <BoardCommunications@tasb.org>
Sent: Tuesday, April 27, 2021 12:14 PM
To: Board Communications
Subject: Nominations for TASB Board Position-Region 4C
Attachments: 01) Form A Nomination Form.docx; 02) FORM B Biographical Sketch Form.docx; 03) FORM C Director Candidate Questionnaire Form.docx; 04) Regional Position Nominations Instructions Sheet.pdf; 05) 2021 Nomination QA.pdf; Excerpt-VI-from-Bylaws.pdf



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Serving Texas Schools Since 1949

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 4,

You are invited to nominate a trustee from your board for the Region 4, Position C, seat on the TASB Board.

The position is currently held by **Tony Hopkins** (Friendswood ISD). **Hopkins has indicated that he will be seeking reelection.** The term of this position is for three years beginning at the close of the 2021 Annual TASA/TASB Convention and expiring after Convention 2024.

A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate, please follow the attached instructions, and complete and return the attached forms. **Nominations must be received by TASB no later than Wednesday, June 30, 2021.** If you have questions, please contact Lysa Hoelscher at **800.580.8272, extension 2976**. More information is available on the [TASB Nominations](#) website.

Please note: This is the call for nominations. The endorsement period, during which your district may support nominated candidates, will be open July 3–August 31, 2021.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools.

Sincerely,

Lee Lentz-Edwards
Immediate Past President
TASB Nominations Committee Chair

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Candidate biographical sketch
- C. Candidate questionnaire

The completed materials must be received by TASB no later than Wednesday, June 30, 2021. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received, contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

The Next Steps

By July 3, a list of all candidates running for the position will be posted on the TASB website.

The candidate endorsement process runs Saturday, July 3–Tuesday, August 31, 2021. During this time, Active Members may endorse one nominated individual from their TASB regions. If a majority of the Active Members of a region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, of the Active Members of a region endorse a candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

The Nominations Committee will meet Friday, September 10–Saturday, September 11, at TASB Headquarters in Austin to interview candidates and develop a slate of nominees for the Delegate Assembly. The nominated individual will be notified of the time for the interview. Expenses incurred, including lodging and transportation, for the interview are the responsibility of the individual or his or her school district.

If you have questions or need further information, please contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

We appreciate your participation in this nomination process.



TASB NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

CANDIDATE MAILING ADDRESS: _____

CITY: _____ ZIP: _____

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

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

Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME: _____

TITLE: _____

WILLINGNESS TO SERVE (To Be Completed By the Candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region _____, Position _____.

Signature of candidate

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

Must be received by TASB on or before June 30, 2021.

Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

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

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

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

Yes ___ No ___

BOARD POSITIONS HELD/DATES: _____

OCCUPATION: _____

CURRENT EMPLOYER: _____ Dates: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): _____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

POSITION: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB (or is included) as evidence.

1. What motivates you to serve on the TASB Board?

2. What contributions can you make?

3. Service as a TASB Director is a very rewarding experience, but it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide evidence of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe the characteristics of a good board member. What are at least three or four behaviors of a good board member?

7. Use of technology is required of a TASB Director to communicate and to use and view Board materials. Please explain the skills and knowledge you possess in using technology.

8. Describe a critical or serious challenge that you have faced on your local school board and tell us how you helped to solve it.

9. Excluding public school finance, what do you think are top issues facing public education today?

Elaborate on why you think they are critical issues.

10. Additional information: What else would you like for us to know about you?

(Signature of candidate)

(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2021.

Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

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 April 30, 2021 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:

Thomas Randle
Dr. Thomas Randle
Superintendent

SCHEDULE OF APRIL 2021 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 April total \$44,479,347 and are shown below by category.

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	March 2021 For Reference Only
611/612	Salaries and Wages, All Personnel	20,640,462	20,859,095
614	Employee Benefits	1,071,518	958,324
621	Professional Services	31,814	30,352
622	Tuition and Transfer Payments	-	5,114
623	Education Services Center	136,329	550
624	Contracted Maintenance and Repair Services	931,915	731,456
625	Utilities	1,177,446	203,733
626	Rentals and Operating Leases	37,482	29,564
629	Miscellaneous Contracted Services	1,209,685	495,593
631	Supplies and Materials for Maintenance and Operations	509,897	355,525
632	Textbooks and Other Reading Materials	187,807	139,161
633	Testing Materials	100,123	15,107
634	Food Service	885,831	620,344
639	General Supplies and Materials	1,868,076	2,003,878
641	Travel and Subsistence -- Employee and Student	30,420	30,246
642	Insurance and Bonding Costs	1,000	11,516
643	Election Expense	27,685	-
649	Miscellaneous Operating Costs/Fees and Dues	102,109	55,757
659	Other Debt Services Fees	-	3,500
661	Land Purchase and/or Improvements	4,864	2,457
662	Building Purchase, Construction, and/or Improvements	15,117,987	14,745,508
663	Furniture & Equipment - \$5,000 or more per unit cost	399,305	143,971
141	Pre-paid	-	10,000
217	Operating Transfers, Loans and Reimbursements	755	-
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	6,837	2,391
	Total	44,479,347	41,453,142

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of April 2021. 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 APRIL 30, 2021**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	178,791,624.00	171,547,326.00	(7,244,298.00)	95.9%
5800-STATE PROGRAM REVENUES	154,687,730.00	77,509,206.00	(77,178,524.00)	50.1%
5900-FEDERAL PROGRAM REVENUES	4,035,559.00	3,991,069.00	(44,490.00)	98.9%
TOTAL- REVENUES	337,514,913.00	253,047,601.00	(84,467,312.00)	75.0%
EXPENDITURES				
6100-PAYROLL COSTS	281,960,385.00	181,498,422.00	100,461,963.00	64.4%
6200-PROFESSIONAL/CONTRACTED SVCS.	30,695,840.00	15,724,614.00	14,971,226.00	51.2%
6300-SUPPLIES AND MATERIALS	24,883,859.00	12,885,750.00	11,998,109.00	51.8%
6400-OTHER OPERATING EXPENDITURES	6,124,730.00	3,062,617.00	3,062,113.00	50.0%
6600-CAPITAL OUTLAY	2,895,477.00	992,714.00	1,902,763.00	34.3%
TOTAL-EXPENDITURES	346,560,291.00	214,164,117.00	132,396,174.00	61.8%

**Local Investment Pools
as of April 30, 2021**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	546,294.31	0.00	0.00	6.00	546,300.31
General Account	99,743,216.43	8,450,000.00	24,961,957.94	1,031.72	83,232,290.21
Health Insurance	1,762,851.09	1,920,291.27	2,450,000.00	27.27	1,233,169.63
Workmen's Comp	206,867.62	41,666.67	45,000.00	2.45	203,536.74
Property Tax	36,375,869.17	3,431,922.86	0.00	423.59	39,808,215.62
Vending Contract Sponsor	304,549.98	0.00	0.00	3.41	304,553.39
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,250.41	0.00	0.00	11.83	1,066,262.24
Student Activity Funds	35,077.15	0.00	0.00	0.13	35,077.28
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,318.19	0.00	0.00	1.26	119,319.45
Common Threads Donation	56,403.98	0.00	0.00	0.68	56,404.66
Debt Service 2012A	83.43	0.00	0.00	0.00	83.43
Debt Service 2012B	65.94	0.00	0.00	0.00	65.94
Debt Service 2014A	623.33	0.00	0.00	0.00	623.33
Debt Service 2014B	38.34	0.00	0.00	0.00	38.34
Debt Service 2013	26.49	0.00	0.00	0.00	26.49
Debt Service 2013A	1,963.65	0.00	0.00	0.00	1,963.65
Debt Service 2015	141.21	0.00	0.00	0.00	141.21
Debt Service 2016A	872,489.06	0.00	0.00	9.69	872,498.75
Debt Service 2016B	231,362.37	0.00	0.00	2.62	231,364.99
Debt Service 2017	180,128.74	0.00	0.00	1.95	180,130.69
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,354,705.94	0.00	0.00	26.05	2,354,731.99
Capital Projects 2018	2,045.75	0.00	0.00	0.00	2,045.75
Capital Projects 2019	22,092,755.10	0.00	5,324,007.13	221.74	16,768,969.71
Debt Service 2019	3,442,302.05	0.00	0.00	38.06	3,442,340.11
Debt Service Capitalized Interest 2019	27,023.02	0.00	0.00	0.34	27,023.36
Debt Service 2020	442,574.22	0.00	0.00	4.88	442,579.10
Debt Service 2021	2,043,963.64	0.00	0.00	22.66	2,043,986.30
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	680,536.37	0.00	0.00	3.26	680,539.63
Workers' Comp	298,989.97	0.00	0.00	1.43	298,991.40
Property Tax Fund	34,060.33	0.00	0.00	0.16	34,060.49
General Fund	2,740,825.64	0.00	0.00	13.14	2,740,838.78
Food Service Fund	45,831.14	0.00	0.00	0.22	45,831.36
Debt Service Series 1996	324.85	0.00	0.00	0.00	324.85
Capital Project Series 1998	742.05	0.00	0.00	0.00	742.05
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	406.79	0.00	0.00	0.00	406.79
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	18.02	0.00	0.00	0.00	18.02
Capital Projects 2015	53.98	0.00	0.00	0.00	53.98
Debt Service Series 2015	382.44	0.00	0.00	0.00	382.44
Capital Projects 2017	0.12	0.00	0.00	0.00	0.12
Capital Projects 2018	51,435,053.34	0.00	0.00	246.67	51,435,300.01
Debt Service Series 2018	10.73	0.00	0.00	0.00	10.73
Capital Projects 2019	26,401,928.52	0.00	0.00	126.62	26,402,055.14
MBIA Texas CLASS Fund					
General Account	16,490,621.27	0.00	0.00	1,138.16	16,491,759.43
Capital Project Series 1998	972.11	0.00	0.00	0.04	972.15
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	2,111,986.69	0.00	0.00	145.75	2,112,132.44
Debt Service 2015	833.64	0.00	0.00	0.04	833.68
Capital Projects 2017	12,979,558.94	0.00	297,550.50	467.30	12,682,475.74
Capital Projects 2019	15,056,377.23	0.00	0.00	1,039.14	15,057,416.37
TEXSTAR					
Capital Projects Series 2007	786.18	0.00	0.00	0.00	786.18
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.00	137.94
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	4,862.39	0.00	0.00	0.01	4,862.40
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,659.10	0.00	0.00	0.00	2,659.10
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Capital Projects 2018	21,137,605.19	0.00	938,473.68	190.84	20,199,322.35
Debt Service 2018	129,468.14	0.00	0.00	1.25	129,469.39
Debt Service 2019	2,475,443.28	0.00	0.00	23.02	2,475,466.30
Capital Projects 2019	32,010,459.08	0.00	0.00	297.58	32,010,756.66
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,067,021.70	0.00	0.00	43.85	1,067,065.55
Capital Projects Series 2008	149.44	0.00	0.00	0.01	149.45
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,920.70	0.00	0.00	4.60	111,925.30
Capital Projects Series 2014B	536,187.48	0.00	36,031.74	21.64	500,177.38
Debt Service 2015	114.98	0.00	0.00	0.00	114.98
Capital Projects 2015	3,517,918.83	0.00	171,545.10	141.00	3,346,514.73
Capital Projects 2017	41.84	0.00	0.00	0.00	41.84
Capital Projects 2018	15,487,060.42	0.00	8,226,163.78	546.13	7,261,442.77
Debt Service 2018	67,098.65	0.00	0.00	2.76	67,101.41
Capital Projects 2019	15,146,095.76	0.00	0.00	622.44	15,146,718.20

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.01	\$1,836.33
LONE STAR ACCOUNT INTEREST	0.01	\$391.50
MBIA TEXAS CLASS ACCOUNT INTEREST	0.08	\$2,790.43
TEXSTAR ACCOUNT INTEREST	0.01	\$512.70
TEXAS TERM/DAILY ACCOUNT INTEREST	0.05	\$1,382.43
TOTAL CURRENT MONTH EARNINGS		\$6,913.39
EARNINGS 9-01-20 THRU 3-31-21		\$192,219.44
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$199,132.83

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

Lindsey Elementary is requesting a budget change to transfer unused funds to purchase instructional materials.

199-23	School Leadership	(1,042.00)
199-31	Guidance, Counseling & Evaluation Svc	(1,171.00)
199-11	Instruction	2,213.00

Reading Junior High is requesting a budget change for extra duty pay to nurse to conduct hearing and vision screening for virtual students at Saturday School.

199-11	Instruction	(125.00)
199-33	Health Services	125.00

Lamar High School is requesting a budget change to purchase reading materials for administrative book study.

199-11	Instruction	(3,500.00)
199-23	School Leadership	3,500.00

The Student Programs Department is requesting two budget changes:

The first budget amendment is to pay for extra duty and instructional materials to support AP Summer Camps at the High School campuses.

199-13	Curriculum Dev. & Instructional Staff Dev.	(30,000.00)
199-31	Guidance, Counseling & Evaluation Svc	(1,500.00)
199-11	Instruction	31,500.00

The second budget amendment is to pay for extra duty for school nurses at graduation.

199-31	Guidance, Counseling & Evaluation Svc	(1,000.00)
199-33	Health Services	1,000.00

The Office of the Chief Financial Officer and Transportation Department are requesting an amendment to the budget for insurance recovery funds received for bus damages.

199-00	Revenues	6,273.62
199-34	Student Transportation	6,273.62

The Special Education Department is requesting five budget changes:

The first budget amendment is to pay for Lead4ward and Region IV staff professional development.

199-36	Extracurricular Activities	(21,389.00)
199-13	Curriculum Dev. & Instructional Staff Dev.	21,389.00

The second budget change is to pay for SuccessEd software.

199-33	Health Services	(62,031.00)
199-36	Extracurricular Activities	(18,500.00)
199-11	Instruction	80,531.00

The third budget amendment is to purchase instructional materials for Randle High School and Wright Junior High School.

199-31	Guidance, Counseling & Evaluation Svc	(33,975.00)
199-11	Instruction	33,975.00

The fourth budget change is for extra duty pay during summer school to support first and second grade students who experienced learning loss in reading and math due to Spring 2020 closure.

199-31	Guidance, Counseling & Evaluation Svc	(78,525.00)
199-11	Instruction	78,525.00

The fifth budget amendment is to pay for Vizzle and New2You online platforms for special education students.

199-21	Instructional Leadership	(40,802.00)
199-11	Instruction	40,802.00

**CONSIDER APPROVAL OF PURCHASE AGREEMENT FOR TASB ENERGY
COOPERATIVE MEMBER PURCHASERS FIXED-RATE
TRANSPORTATION FUEL PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the Purchase Agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the superintendent to negotiate and execute the Purchase Agreement.

IMPACT/RATIONALE:

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014 which allows the District to purchase fuel through the cooperative at a fixed rate. The agreement has been subsequently renewed through August 31, 2021. The new Purchase Agreement will start September 1, 2021 and expire August 31, 2022. The District will be able to purchase gasoline for ~\$2.1532/gallon and diesel for ~\$2.1406/gallon. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 80% of the average combined fuel purchases per year, thereby allowing the District to purchase outside of this agreement should prices fall below the established pricing under this agreement.

PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will purchase an estimated 80% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

Submitted by: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services
and Leadership Development
Mike Jones, Director of Transportation
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, Director of Purchasing and Materials Management

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH EDUCATION
SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE**

RECOMMENDATION:

That the Board of Trustees approve an interlocal participation agreement to join the Education Service Center Region 19 (ESC-R19) Allied States Cooperative (ASC).

IMPACT/RATIONALE:

The purchasing cooperative will provide Lamar CISD access to a variety of products and services through contracts procured using State of Texas and EDGAR-compliant solicitations. Participating members of the cooperative included school districts, colleges, and municipalities. This resolution will allow the District to make efficient, compliant purchases using federal as well as local budgeted funds. The current Catalog vendor and services may be found on the Region 19 website.

Authority of services is granted under Article 44.031 of the Texas Educational Code. The purpose of this cooperative is to obtain substantial savings for members through volume purchases. All procurement through this cooperative will be on an as-needed basis, with prior approval of quotes and budget allowances.

PROGRAM DESCRIPTION:

This agreement shall be effective as of May 18, 2021 and will automatically renew unless either party gives prior written notice of non-renewal.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, RTSBA, Director of Purchasing & Materials
Management

Recommended for approval:



Dr. Thomas Randle
Superintendent



Serving the Educational Communities of El Paso & Hudspeth Counties

Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010
www.esc19.net

(915) 780-5019
FAX: (915) 780-5061

**(SS-PUR-F032.1)
RESOLUTION**

AUTHORIZATION FOR USE OF ESC REGION 19 ALLIED STATES COOPERATIVE

WHEREAS, the Lamar Consolidated ISD (Agency Name) of Rosenberg (City), Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY Lamar Consolidated ISD (Agency Name) OF THE Rosenberg (City), TEXAS AS FOLLOWS:

The terms and conditions of the agreement have been reviewed by the Governing Body of the Lamar Consolidated ISD (Agency Name) and found to be acceptable and in the best interests of the Lamar Consolidated ISD (Agency Name) and its citizens are hereby in all things approved.

The Lamar Consolidated ISD (Agency Name) is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

DULY PASSED AND APPROVED THIS THE 18th DAY OF May 2021.

ATTEST: (Authorized Signature)

(Title)

(Title)



Serving the Educational Communities of El Paso & Hudspeth Counties

Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010
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FAX: (915) 780-5061

(SS-PUR-F030.1)

Master Service Inter-Local Contract Between Education Service Center-Region 19 Allied States Cooperative (ASC)

& Lamar Consolidated ISD

(Agency Name)

Pursuant to Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter B of the Texas Local Government Code, and the Joint Exercise of Powers for Intergovernmental Agreements and Contracts of all States, this Interlocal and Cooperative Purchasing Program ("Contract") is made and entered into by and between Education Service Center-Region 19 Allied States Cooperative (A State Agency), located in El Paso, Texas and Lamar Consolidated ISD (AGENCY NAME) located in Rosenberg (City), Texas (State) for the purpose of providing services.

Preamble

Education Service Center-Region 19 is established to promote education in Texas and is also duly authorized to provide programs and services in the State of Texas and other States through Joint Powers Authority. Both ESC-R19 ASC and Lamar Consolidated ISD (Agency Name) desire to set forth in writing, the terms and conditions of agreement.

General Terms and Conditions

In consideration of mutual covenants and conditions contained in this Contract and other goods and consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** Contract is effective from date of last signature and shall automatically renew annually unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause and thirty (30) days written notice.
2. **Agreement.** Terms of this Contract shall apply and will be considered part of any Addendum for programs and services delivered by ESC-R19 (ASC). This Contract and any attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of parties and there are no representations, agreements, arrangements, or initiatives, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **ESC-R19 (ASC) agrees to:**
 - Provide services upon the submission of independent contracts or purchase orders
 - Provide Agency with subsequent independent contacts and/or offerings of each of the programs and services that ESC-R19 (ASC) provides through ESC Region 19 ASC.
 - B. **Agency agrees to:**
 - Participate in any and/or all of the services that ESC-R19 (ASC) offers.
 - Submit purchase order(s) and/or independent contract(s) for each of the contracts it wishes to Purchase and/or collaborate.
 - Follow terms and conditions of each contract or purchase order(s) when utilized.
 - Assign and notify ESC-Region 19 (ASC) of appropriate person(s) to act as representatives to each Perspective program delivered.
4. **As is.** ESC-R19 (ASC) makes this Contract available to ESC-R19 (ASC) participating entities "as is" and under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of Agency.
5. **Assignment.** Neither this Contract or any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgement and authorization of both parties.
6. **Relationship of Parties.** It is the intention of the parties that Agency is independent of ESC-R19 (ASC) and not an employee, agent, joint venture, or partner of ESC-R19 (ASC) and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between ESC-R19 (ASC) and Agency or ESC-R19 (ASC) and any of Agency's employees.

7. **Termination.** Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By AGENCY upon 30 days notice if the work/service is not provided in satisfactory and proper manner after remedy has been reported and discussed;
 - By mutual written agreement of parties, upon thirty (30 days) prior notice; or
 - By either party promptly, if other party commits a material breach of any terms of this Contract And no remedial action can be agreed upon by parties.
8. **Master Contract.** This contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between ESC-R19 (ASC) and the AGENCY.

The AGENCY agrees to adhere to terms and conditions set forth for the programs and/or services as contracted under these programs. Specific terms and conditions of the addendum will govern individual contract. In the instance of conflict between the Master Contract and any addendum, provision of the addendum will govern.
9. **Severability.** If any provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
10. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication of resolution of any dispute arising out of this Contract shall be in El Paso, Texas.
11. **Authorization.** Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
12. **Benefit for Signatory Parties Only.** Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
13. **Indemnification.** To the extent permitted by law, AGENCY will indemnify and save harmless ESC- R19 (ASC), ESC-R19 Board of Directors, and ESC-R19 employees from all suits and actions resulting from any breach of the agreement. This master agreement does not constitute a waiver of sovereign immunity of any of the parties hereto.
14. **Notice.** Any notice provided under terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice shall be addressed as follows:

Education Service Center - Region 19 (ASC)
Attn: Purchasing
6611 Boeing Drive, El Paso, TX 79925
(P) 915-780-5021 (E): rshernandez@esc19.net
& lhernando@esc19.net

PURCHASE ORDER CONTACT

Name: Robert Langston
Email: robert.langston@lcisd.org
(P) 832) 223-0166

USAGE REPORT CONTACT

Name: Robert Langston
Email: robert.langston@lcisd.org
(P) (832) 223-0166

In witness whereof, ESC-R19 (ASC) and AGENCY have executed this Contract to be effective on the date specified:

 Name of Agency

 Address

 Authorized Signature

 Printed Name

 Title

 Date

Education Service Center – Region 19

 Armando Aguirre, Ed. D.
 Executive Director

 Date

**CONSIDER APPROVAL OF PURCHASE OF KITCHEN EQUIPMENT UPGRADES FOR LAMAR
CONSOLIDATED HIGH AND LAMAR JUNIOR HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the purchase of kitchen equipment upgrades at Lamar Consolidated High and Lamar Junior High schools with Kommercial Kitchens for an amount not to exceed \$195,133.

IMPACT/RATIONALE:

The District has existing kitchen equipment that is out of date, out of warranty and has been identified for replacement.

Lamar Consolidated High and Lamar Junior High schools have a combined total of 16 pieces of equipment designated for replacement. These units include ovens, refrigerators, serving cabinets, an ice maker and dish machine.

Both sites require electrical upgrades prior to equipment installation. Urbish Electrical has quoted the necessary repairs for a total of \$22,922.00 for both sites.

PROGRAM DESCRIPTION:

The 2014 bond included funds for replacement of aging kitchen equipment at Lamar Consolidated High and Lamar Junior High schools. Available Fund Balance for this purpose is currently \$220,620.00. The District solicited quotes from multiple vendors and evaluated pricing and services as specified.

Kommerical Kitchens offers the lowest pricing for both locations through an existing Choice Partners contract #19-039TJ-13. Purchases made utilizing an interlocal are compliant with TEC 44.031 and EDGAR requirements.

This award shall be a one-time purchase and equipment shall be installed after the school year ends to minimize impact on student meal service.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Monica Tomas, Director of Child Nutrition

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Site Name	Kommerical Kitchens	Trimark Foodservice	Jeans Restaurant	Pasco Brokerage	Ace Mart Restaurant
#001 - Lamar HS	\$ 103,911.00	\$ 105,676.28 ^A	\$ 106,261.46 ^B	\$ 108,631.00	\$ 114,041.57 ^C
#041 - Lamar JH	\$ 91,222.00	\$ 92,243.39 ^A	\$ 90,661.45 ^A	\$ 90,366.00	\$ 95,240.76 ^C
Total:	\$ 195,133.00	\$ 197,919.67	\$ 196,922.91	\$ 198,997.00	\$ 209,282.33

Notes:

- A Impinger listed on quote does not comply with specifications
- B Combi Oven listed on Quote does not comply with specifications
- C Combi Oven and Impinger listed on Quote do not comply with specifications

**CONSIDER APPROVAL OF REQUEST FOR 2021 HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE SIMONTON SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the 2021 Historic Site Exemption Qualification for the Simonton School.

BACKGROUND INFORMATION:

In accordance with Board Policy CCG (Local), the Simonton School has applied for a historical tax exemption for the taxes to be levied for the 2021-22 school year. For many years, this site has provided benefits to the community surrounding Simonton, Texas.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
Simonton School	34935 FM 1093 Simonton, TX 77476	\$483,370	\$6,134.45

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Simonton School

34935 FM 1093

Simonton, Texas 77476

April 1, 2021

To Whom it May Concern:

I pray that you will please again consider granting the Historic Property Tax Exemption for my property located in Simonton, Texas, Ft. Bend County.

Regards,

A handwritten signature in cursive script, appearing to read "Paula Reeder".

Paula Reeder

Property Owner

Application for Historic or Archeological Site Property Tax Exemption

FT. BEND CENTRAL APPRAISAL DISTRICT
Appraisal District's Name

281-344-8623
Phone (area code and number)

2801 B.F. TERRY BLVD. ROSENBERG, TX 77471
Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

FILING INSTRUCTIONS: You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

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

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

OTHER IMPORTANT INFORMATION

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

State the tax year for which you are applying for this exemption.

Tax Year

STEP 1: Property Owner/Applicant

PAULA REEDER
Name of Property Owner

34935 FM 1093 ; (P.O. Box 516)
Mailing Address

S. MONTON, TX 77476-0546
City, State, ZIP Code

832 274 6414
Phone (area code and number)

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

Individual Partnership Corporation Other (specify):

PAULA REEDER
Name of Person Preparing this Application

PROPERTY OWNER
Title

TLC# 06954316
Driver's License, Personal I.D. Certificate or Social Security Number*

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

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

STEP 2: Property Information

Describe the property for which you are seeking this exemption. SIMONSTON SCHOOL

34935 FM 1093 SIMONSTON, TX 77476-0546

0092 T WESTALL ACRES 1.3015

R 40143 Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

LCISL FT. BEND COUNTY GENERAL FUND

FT. BEND COUNTY DRAINAGE DISTRICT

STEP 4: Official Historical and Archeological Designations

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

If yes, attach copies of documents reflecting designation.

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

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here Paula Reeser Print Name

Property Owner Title

sign here [Signature] Authorized Signature

3/28/21 Date

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

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:

Campbell PTO donated \$20,000 to purchase reading materials, subscriptions, and supplies for Campbell Elementary School.

Dickinson PTO donated \$10,543.70 to purchase a digital die cut machine for Dickinson Elementary School.

Friends of Lindsey donated \$7,500 to Lindsey Elementary School.

Meyer PTO donated \$8,881.37 to Meyer Elementary School.

Mr. and Mrs. Stuart Hanzik donated \$5,000 to Wessendorff Middle School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE RENOVATIONS AT AUSTIN ELEMENTARY, HUGGINS ELEMENTARY,
MEYER ELEMENTARY, TAYLOR RAY ELEMENTARY, NAVARRO MIDDLE,
AND SEGUIN EARLY CHILDHOOD CENTER**

RECOMMENDATION:

That the Board of Trustees approve PBK Architects for the design of the Austin Elementary, Huggins Elementary, Meyer Elementary, Taylor Ray Elementary, Navarro Middle, and Seguin Early Childhood Center renovations and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included renovations to Austin Elementary, Huggins Elementary, Meyer Elementary, Taylor Ray Elementary, Navarro Middle, and Seguin Early Childhood Center. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin the design process for the renovations to Austin Elementary, Huggins Elementary, Meyer Elementary, Taylor Ray Elementary, Navarro Middle, and Seguin Early Childhood Center.

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 ARCHITECT CONTRACT
FOR BERNARD CLIFTON TERRELL, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of Bernard Clifton Terrell, Jr. Elementary School and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 7, 2017, a bond referendum was approved that included the Bernard Clifton Terrell, Jr. Elementary School. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2017 bond funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for Bernard Clifton Terrell, Jr. Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE DISTRICT NETWORK CLOSET UPGRADES**

RECOMMENDATION:

That the Board of Trustees approve ERO Architects for the design of the districtwide network closet upgrades and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included HVAC and power upgrades to the network closets districtwide. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 Bond funds.

PROGRAM DESCRIPTION:

Upon approval ERO Architects will begin the design process for the districtwide network closet upgrades.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE NEW LAMAR CISD POLICE STATION**

RECOMMENDATION:

That the Board of Trustees approve PBK Architects for the design of the Lamar CISD Police Station and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included a new Lamar CISD Police Station. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin the design process for the new Lamar CISD Police Station.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE ADDITIONS OF ORCHESTRA ROOMS FOR FOSTER HIGH,
BRISCOE JUNIOR HIGH, FULSHEAR HIGH, LEAMAN JUNIOR HIGH, GEORGE
RANCH HIGH, AND READING JUNIOR HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve PBK Architects for the design of the orchestra room additions at Foster High, Briscoe Junior High, Fulshear High, Leaman Junior High, George Ranch High, and Reading Junior High schools and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included orchestra room additions at Foster High, Briscoe Junior High, Fulshear High, Leaman Junior High, George Ranch High, and Reading Junior High schools. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin the design process for the orchestra room additions at Foster High, Briscoe Junior High, Fulshear High, Leaman Junior High, George Ranch High, and Reading Junior High schools.

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

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE RENOVATIONS AT BEASLEY ELEMENTARY, BOWIE ELEMENTARY,
AND JACKSON ELEMENTARY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve CORGAN for the design of the renovations to Beasley Elementary, Bowie Elementary, and Jackson Elementary schools and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included renovations to Beasley Elementary, Bowie Elementary, and Jackson Elementary schools. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval CORGAN will begin the design process for the renovations to Beasley Elementary, Bowie Elementary, and Jackson Elementary schools.

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 ARCHITECT CONTRACT
FOR THE RENOVATIONS AT DICKINSON ELEMENTARY, CAMPBELL
ELEMENTARY, AND WILLIAMS ELEMENTARY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve Joiner Architects, Inc. for the design of the renovations to Dickinson Elementary, Campbell Elementary, and Williams Elementary schools and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included renovations to Dickinson Elementary, Campbell Elementary, and Williams Elementary schools. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval Joiner Architects, Inc. will begin the design process for the renovations to Dickinson Elementary, Campbell Elementary, and Williams Elementary schools.

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 ARCHITECT CONTRACT
FOR THE RENOVATIONS AT TERRY HIGH
AND GEORGE JUNIOR HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of the renovations at Terry High and George Junior High schools and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included renovations to Terry High and George Junior High schools. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for the renovations to Terry High and George Junior High schools.

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 IMPACT FEES TO THE CITY OF RICHMOND FOR
WATER AND WASTEWATER TO MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of trustees approve the impact fees to the City of Richmond in the amount of \$127,423 for Maxine Phelan Elementary School.

IMPACT/RATIONALE:

At the Regular Board Meeting on April 13, 2021 the Board approved the general contractor to build the new Maxine Phelan Elementary School. These fees are part of the permit process that will provide water and wastewater to Maxine Phelan Elementary School. The City of Richmond has invoiced \$55,089 impact fee for water and \$72,334 for wastewater. The funds are allocated in the 2017 Bond budget.

PROGRAM DESCRIPTION:

Upon approval the City of Richmond will provide water and wastewater to Maxine Phelan Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



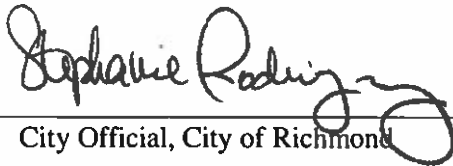
CITY OF RICHMOND
BUILDING DEPARTMENT
600 Morton Street - Richmond, TX 77469-3121
281- 232-6871 FAX 281-238-1215

WATER IMPACT
INVOICE

INVOICE #: 20210494	INVOICE DATE: 4/21/2021
	EXPIRES: 10/22/2021
JOB ADDRESS: 1600 GREAT BLUE HERON LN	
PARCEL ID:	
SUBDIVISION: VERANDA	
ISSUED TO: LAMAR CONSOLIDATED ISD	CONTRACTOR: DRYMALLA CONSTRUCTION CO
	ADDRESS: 608 HARBERT ST
	CITY, STATE ZIP: COLUMBUS TX 78934
	PHONE:
DESCRIPTION OF WORK: WATER IMPACT FOR 4" METER	

FEE CODE	DESCRIPTION	AMOUNT
FEE-025	<u>WATER IMPACT FEE</u>	\$55,089.00

DATE: 4/21/2021 **TOTAL DUE** \$55,089.00



City Official, City of Richmond



**CITY OF RICHMOND
BUILDING DEPARTMENT**

600 Morton Street - Richmond, TX 77469-3121
281- 232-6871 FAX 281-238-1215

WASTE WATER IMPACT FEES

INVOICE

INVOICE #: 20202604

INVOICE DATE: 4/21/2021

EXPIRES: 10/22/2021

JOB ADDRESS: 1600 GREAT BLUE
HERON LN

PARCEL ID:
SUBDIVISION: VERANDA

ISSUED TO: LAMAR CONSOLIDATED ISD

CONTRACTOR: DRYMALLA CONSTRUCTION CO
ADDRESS: 608 HARBERT ST
CITY, STATE ZIP: COLUMBUS TX 78934
PHONE:

DESCRIPTION OF WORK: WASTE WATER IMPACT FOR 4" METER

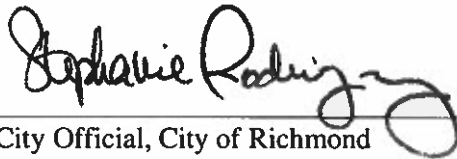
FEE CODE
FEE-020

DESCRIPTION
WASTEWATER IMPACT

AMOUNT
\$72,334.00

DATE: 4/21/2021

TOTAL DUE \$72,334.00



City Official, City of Richmond

**CONSIDER APPROVAL OF FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 216 RATE ORDER AND FEES
FOR FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the rate order tap and inspection fees of the Fort Bend County MUD No. 216 for Fletcher Morgan, Jr. Elementary School and approve the payment in the amount of \$368,880.74 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

District must contract directly with the Fort Bend County MUD No. 216 for water and sewer service. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 216 is the Municipal Utility District provider for water and sewer services for Fletcher Morgan, Jr. Elementary School. Upon approval, the Board President will execute the agreements and a check will be issued for the payment of the tap and inspection fees. Following payment to the MUD No. 216, the contractor will coordinate the water and sewer connections to Fletcher Morgan, Jr. Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

1300 POST OAK BOULEVARD

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HOUSTON, TEXAS 77056

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BRYAN T. YEATES
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MATTHEW R. REED

GINA FREE
JOHN H. EICHELBERGER
DIANA MILLER
RICK L. BARKER
KEVIN B. GIESEKE
KATE H. HENDERSON
GORDON C. CRANNER

April 29, 2021

VIA E-MAIL

scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel
Lamar Consolidated Independent School District

Re: Fort Bend County Municipal Utility District No. 216 (the "District"); Notification of Tax-Exempt Tap Fee and other charges in connection with development of the Fletcher Morgan, Jr. Elementary School (the "School")

Dear Mr. Hartfiel:

This letter is to provide you with information concerning the Tax-Exempt Tap Fee ("Tap Fee") and other charges payable by Lamar Consolidated Independent School District ("LCISD") in connection with its request to the District for water, sewer and drainage services to serve the development of the School.

Calculation of the Tap Fee, Deposits and Inspection Fees

The Tap Fee, as set forth in Section 2.04(d) of the District's Rate Order, a copy of which is attached hereto as Exhibit A, is calculated as follows (capitalized terms defined below):

Tap Fee = Installation Cost + Facilities Cost.

"Installation Cost" means the District's cost of installation (including labor and equipment) and materials including any backflow prevention device and related materials if installed by the District's Operator.

"Facilities Cost" means the pro rata share attributable to the School of the District's actual cost for all facilities that are necessary to provide District services to the School and that are financed or are to be financed in whole or in part by tax-supported bonds of the District.

In addition to the Tap Fee, LCISD is required to submit payment for various deposits and inspection fees pursuant to the Rate Order. The Installation Cost, deposits and inspection fees are calculated by the District's Operator. For your convenience, the District's Operator has prepared a cost estimate for the Installation Cost, deposits and inspection fees, a copy of which is attached hereto as Exhibit B, in the total amount of **\$66,527.00**.

The Facilities Cost is calculated by the District's Engineer and totaled **\$302,353.74**. For your convenience, the District's Engineer has prepared a cost estimate for the Facilities Cost, a copy of which is attached hereto as Exhibit C, including a detailed description of the components of such cost, and the calculation for LCISD's pro rata share of same.

Total Amount Presently Due

Accordingly, the total amount presently due to the District is as follows:


Installation Cost, deposits and inspection fees	= \$ 66,527.00
Facilities Cost	= \$302,353.74
Total Amount Presently Due	= \$368,880.74

Please remit payment of the above-described amount payable to "Fort Bend County Municipal Utility District No. 216" to the attention of Mr. Lonnie Wright, Municipal Operations and Consulting, Inc., 27316 Spectrum Way, Oak Ridge, TX 77385. Please be aware that LCISD is responsible for any and all additional fees and/or costs that may become due pursuant to the District's Rate Order.

Should you have any questions, or require any additional information, please contact me at (713) 623-4531, or the District's Operator, Lonnie Wright, Municipal Operations and Consulting, Inc., at (346) 382-1039.

Respectfully,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: 
Rick L. Barker
Attorneys for the District

Attachments:

- Exhibit A – Rate Order
- Exhibit B – Cost Estimate from Municipal Operations and Consulting, Inc.
- Exhibit C – Cost Estimate from LJA Engineering, Inc.

cc (via email):

Board of Directors
Fort Bend County Municipal Utility District No. 216

Mr. Chris LeBlanc
LJA Engineering, Inc.

April 29, 2021
Page 3

Mr. Lonnie Wright
Mr. Keith Arrant
Mr. Robert Quinn
Municipal Operations and Consulting, Inc.

Ms. Diane Michaux
Municipal Accounts & Consulting, L.P.

Exhibit A

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216

RATE ORDER

Dated: January 15, 2020

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RATE ORDER

WHEREAS, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 (the "District") owns water, sanitary sewer and storm sewer systems designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that fees, charges and conditions be ratified and established for service provided by said systems and for other services provided by the District; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following conditions should be established for service from the District and for the protection of the District's water, sanitary sewer and storm sewer systems and other District facilities, appurtenances and property; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 THAT THE FOLLOWING RATE ORDER IS HEREBY ADOPTED. Any Rate Order, and amendments thereto, heretofore adopted by the Board of Directors establishing rates for water and sewer service and pertaining to related matters shall be revoked on January 15, 2020, the effective date of this Rate Order (hereafter referred to as "Order").

Section 1. Definitions. For purposes of this Order, in addition to terms defined elsewhere herein, the following words or terms shall have the following meanings:

1.01. "Alternative Payment Services" shall mean one or more programs through which a Customer may pay for water and sanitary sewer services provided by the District, other than a payment by cash, cashier's check, check, or money order submitted directly by Customer, and which programs are offered to Customers through third party service providers and coordinated by the District's Operator. These Alternative Payment Services may include one or more of the following or others: (a) check by phone, (b) on-line payment by credit or debit card, (c) on-line bill payment through Customer's bank, (d) payment by Customers at local retail outlets and (e) automatic monthly debit from Customer's account.

1.02. "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, townhouses, condominiums and multiplexes.

1.03. "Builder" shall mean any person, firm, corporation or other entity, whether the property owner or other, constructing Residential, Apartment or Commercial aboveground improvements within the District.

1.04. "Commercial" shall mean and include any office building, hotel, retail store, clubhouse (excluding a clubhouse at a Park and Recreational facility), warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, and any establishment not generally considered a single-family residence, including, except where specifically stated otherwise in this Order, a Park and Recreational facility, Apartment or Park and Recreational facility.

1.05. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.

1.06. "Customer" shall mean the person, firm, corporation or other entity which receives District services pursuant to this Order for a Residential, Commercial, Apartment, Park and Recreational or other structure, whether the owner, renter, Builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the Water System and Sanitary Sewer System as soon as said Systems become operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests District water and sanitary sewer services for such structure at the time service becomes available to said structure.

1.07. "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational, or Commercial facility that is physically connected to the Water

System or Sanitary Sewer System, whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the Water System or Sanitary Sewer System.

1.08. "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the District in the instances and in the manner set forth in this Order, and which shall be evidenced by the completion of a form in the form attached to this Order as Exhibit "A".

1.09. "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties and/or other charges of any nature imposed by the District, whether hereunder or pursuant to any Drought Contingency Plan or District order regulating waste including, without limitation, charges for solid waste collection and disposal services, for which payment in full (including, without limitation, all charges, penalties, additional security deposit as required, and late fees) has not been received before 5:00 p.m. of the twentieth (20th) day after the date of the bill (with respect to a regular monthly bill) or (with respect to delinquent or disconnection notices) before the date and time set forth in a notice from the District at an address specified therein for payment.

1.10. "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.

1.11. "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the Systems.

1.12. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

1.13. "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.

1.14. "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.

1.15. "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.

1.16. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.17. "Nontaxable Entity" shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.18. "Park and Recreational" shall mean landscaping in esplanades and green spaces within public rights-of-way or easements dedicated to a public body or non-profit homeowners association, landscaping in recreational areas owned and/or operated by a public body or non-profit homeowners association, and recreational facilities owned and/or operated by a public body or non-profit homeowners association existing primarily for the use and enjoyment of property owners and residents within the District.

1.19. "Residential" shall mean and include only single family residences (including those owned by Builders) and shall not include Apartments unless specifically stated herein to the contrary.

1.19. "Sanitary Sewer System" shall mean the sanitary sewage collection, treatment and disposal system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

1. 21. "Storm Sewer System" shall mean the municipal separate storm sewer system serving the District and any related detention facility or drainage channel, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.22. "Systems", as used herein, shall mean the Water System, the Sanitary Sewer System and the Storm Sewer System of the District, collectively, including all extensions and additions thereto, whether now in place or hereafter constructed.

1.23. "Water System" shall mean the potable water supply and distribution system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

Section 2. Initial Connections to Water System and Sanitary Sewer System ("Taps").

2.01. Requirement to Connect. Each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the Systems as soon as the District has made water and sanitary sewer services available to such structure. It is the policy of the District that all properties within the District shall be physically connected to both the Water System and Sanitary Sewer System. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board of Directors, in its sole discretion, may permit connection to the Water System or Sanitary Sewer System without requiring connection to both the Water System and Sanitary Sewer System upon determination that acceptable alternative water supply service or wastewater treatment service is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the Water System or Sanitary Sewer System without requiring connection to both, the connection to the Water System must be made at the time the District is capable of providing water service to the property and the connection to the Sanitary Sewer System must be made at the time the District is capable of providing sanitary sewer service to the property.

2.02. Septic Systems and Private Water Supply Systems. The construction and operation of septic systems and private water supply systems within the District shall be prohibited unless the prior written consent of the Board of Directors is otherwise given and satisfactory arrangements are made with all regulatory agencies with jurisdiction over such matters. The Board of Directors may grant, deny or condition such consent in its sole discretion. The construction and

operation of septic systems and private water supply systems shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given.

2.03. Application for Water and Sanitary Sewer Connections. Each person desiring initial water and sanitary sewer services and related connections to the Water System and Sanitary Sewer System shall notify the District's Operator and shall sign and complete an application for such services and pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No physical connection to the Water System or Sanitary Sewer System shall be made until such application has been completed and such fees have been paid. The District will provide water and/or sanitary sewer services, as and if then available, following completion of an application as required by this Section, payment of all fees then due pursuant to this Order, and compliance with all other applicable requirements of this Order on a first-come/first-serve basis and will not, except as determined by the Board of Directors of the District in its sole discretion, issue utility commitment letters to Builders.

2.04. Tap Fees. The following fees shall be collected from the applicant by the District's Operator before physical connection is made to the Water System or Sanitary Sewer System (which fees shall include the meter and meter box and installation thereof):

- | | | |
|-----|--|---|
| (a) | 3/4" by 5/8" Residential connection | \$1,500.00 |
| (b) | 1" Residential connection | \$2,125.00 |
| (c) | Nonstandard Residential connection (other than 3/4" by 5/8" or 1" water tap), Commercial and Apartment connections | District's cost of installation (including labor and equipment charges) and materials, including the backflow prevention device and related materials, plus 200% of such costs. |
| (d) | Nontaxable Entity connection | District's cost of installation (including labor and equipment) and materials including any backflow prevention device and related materials if installed by the District's Operator if so provided in this Order plus the actual costs |

to the District for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon be owned and/or occupied by a Nontaxable Entity following the date of initial payment of a tap fee pursuant to one of the other subsections of this Section 2.04 such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (d), less any tap fee previously paid with respect to the initial connection to the Water System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (d) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of the District's facilities, said Nontaxable Entity shall pay the tap fee specified in this Subsection (d) for such increased use, less any tap fee previously paid with respect to the initial connection of such land and/or improvements to the Water System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for connection that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (d) shall apply retroactively

to the date of the initial application for connection or the date of the change(s) since the Nontaxable Entity's initial application.

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|-----|----------------------------------|--|
| (e) | Fire Line Connection | District's cost of installation and materials. |
| (f) | Park and Recreational connection | \$2,125.00 |

In addition to the above, the payment of additional fees related to the Storm Sewer System may be required prior to initial connection to the Water System or Sanitary Sewer System pursuant to Section 5.02(b) hereof.

2.05. Policies Governing Initial Connections

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the Water System or Sanitary Sewer System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable connection to the Sanitary Sewer System (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 2.06 and Section 5 hereof have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a properly completed Customer Service Inspection Certification has been provided to the District.

(b) Availability of Access. Upon application for Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Physical connection will not be made when, in the opinion of District's Engineer or the District's Operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to

the installation of the Customer's connection to the Water System or Sanitary Sewer System.

(c) Property of District. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the District.

(d) Connections by District Operator. Physical connection to the Water System shall be made by the District's Operator unless specified otherwise by the Board of Directors of the District. Physical connection to the Sanitary Sewer System shall be made in accordance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections", and, if more restrictive or expansive, applicable requirements of the Texas Commission on Environmental Quality, and in accordance with Section 2.06 hereof. No person, other than the properly authorized agents of the District, shall be permitted to make any connection to the Water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture or appurtenance connected with the Water System, or any manhole, main, trunk, fixture or appurtenance of the Sanitary Sewer System without the prior written permission of the Board of Directors of the District.

(e) Submission of Plans for Commercial and Apartment Customer Connections. In addition to the requirements set forth in Section 5 below, each applicant for a Commercial or Apartment Customer Connection or an applicant with an existing Commercial or Apartment Customer Connection that has proposed changes to and/or construction within its site that would provide for an additional connection or modification of an existing connection to the Water System or Sanitary Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(1) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution and sanitary sewer collection facilities, materials to be used and the location, size and number of proposed connections to the Water System or Sanitary Sewer System or applicant's existing systems, as applicable;

(2) The legal description of the land to be served by the Water System or Sanitary Sewer System and a copy of the recorded plat of same;

(3) A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the Sanitary Sewer System; and

(4) A non-refundable plan review fee made payable to the District in the applicable amount based on the following:

- (i) \$1,000.00 for development of a leased space within an existing structure;
- (ii) \$1,500.00 for initial development of a site consisting of less than two (2) acres;
- (iii) \$2,000.00 for development of a site consisting of at least two (2) acres but less than five (5) acres; or
- (iv) \$2,500.00 for development of a site consisting of five (5) acres or more.

The above plan review fees may be charged, in the District's discretion, for each review of plans if multiple reviews are necessary due to revisions to the plans required by the District's Engineer to meet District and/or other regulatory requirements. The above plan review fees include any reviews required under Section 5 below.

In recognition of the District's obligation to protect and maintain public health, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the Water System or Sanitary Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of Water System or Sanitary Sewer System connections or the provision of District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Water System or Sanitary Sewer System or applicant's existing system, as applicable. Any unauthorized physical connection to the Water System or Sanitary Sewer System or applicant's existing systems, as applicable, may be removed without notice at the expense of the applicant or the person or firm causing such connection to be made.

(f) Builder Damage Deposit. Upon first application for a Customer Connection, the applicant (the "Applicant") shall pay a damage deposit (the "Builder Deposit") in the amount of \$2,000.00, which deposit shall apply to all connections of such Applicant, whether one or more. The Builder Deposit is to secure the payment of costs to repair any District facilities damaged by the Applicant or other parties during the construction of the above ground improvements on the applicable property, including repairs necessary as a result of a failure to maintain proper storm water control and erosion

and pollution prevention measures pursuant to Section 5.05 hereof ("Builder Damages"), and is in addition to the security deposit to secure payment of service charges required to be paid for each address pursuant to Section 3.01 of this Order. The Applicant shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages.

After inspection by the District's Operator, the District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Applicant's construction activities. If the Builder Deposit is not sufficient to pay for such Builder Damages, the Applicant shall pay such outstanding balance due. No additional connections to the Water System or Sanitary Sewer System shall be permitted relative to any Applicant who has a Delinquent Bill for Builder Damages. If Applicant is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$2,000.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Applicant shall pay to the District the amount(s) necessary to again have a \$2,000.00 Builder Deposit.

The District shall refund any remaining Builder Deposit upon completion of the last house, building or other improvement to be constructed within the District by the Applicant, final inspection by the District's Operator, and payment by the Applicant of all fees, charges and damages due to the District under this Order or otherwise, and any remaining amount can be applied to any outstanding fee, charge, tax, etc. owed by the Applicant to the District. No interest will be paid by the District on the Builder Deposit.

(g) Swimming Pool and Hot Tub Connections. Every Customer who constructs or installs a swimming pool or hot tub within the District shall notify the District's Operator prior to connection of same to the District's facilities and shall pay an inspection fee of \$175.00. For purposes of this Order, a swimming pool is defined as a pool having a capacity in excess of 10,000 gallons. After the notification, the Customer constructing or installing said swimming pool or hot tub shall ensure that any and all drains from the

swimming pool or hot tub are connected to the Sanitary Sewer System, and it shall be a violation of this Order to drain a swimming pool or hot tub into the Storm Sewer System. After the drains have been installed and prior to backfilling of the area, the applicant shall notify the District's Operator, who shall make an inspection of any and all swimming pool or hot tub drains before water service is authorized for said swimming pool or hot tub.

2.06. Inspections.

(a) Sanitary Sewer Inspections. A sanitary sewer inspection fee of \$75.00 for Residential and Park and Recreation Customer Connections and \$150.00 for Commercial, Nontaxable Entity, and Apartment Customer Connections, payable at the time of application for connection to the Sanitary Sewer System, shall be charged by the District for inspection of each physical connection to the Sanitary Sewer System and related service line. A fee of \$100.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof. Connections and related service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections," and/or, if more restrictive or expansive, applicable requirements of the Texas Commission on Environmental Quality. Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made and such District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of \$75.00 for Residential and Park and Recreation Customer Connections and \$150.00 for Commercial, Nontaxable Entity and Apartment Customer

Connections. If subsequent reinspections are required before the connection to the Sanitary Sewer System and related service lines are found in compliance with said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, an additional reinspection fee of \$75.00 for Residential and Park and Recreation Customer Connections and \$150.00 for Commercial, Nontaxable Entity, Park and Recreation, and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the District providing continuous water service from the Water System to (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$100.00.

For Commercial (including Apartment) Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of the District's cost plus 200%.

Customer shall be charged the same applicable fee set forth above for any reinspection required.

Should a Customer fail to provide to the District a properly completed Customer Service Inspection Certification, water service to such Customer will be terminated by the

District and service shall not be restored by the District until the required Customer Service Inspection Certification form is provided.

(c) Inspection of District Facilities. In accordance with applicable rules of the Texas Commission on Environmental Quality, any person desiring water and sanitary sewer services from the District must notify the District's Operator prior to making any improvement or starting any construction on property within the District if such improvement, construction or equipment used in connection therewith will be within or in close proximity to easements, rights-of-way or property where District facilities are located. The District's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of District facilities on the property. Upon receipt of instructions from the contractor or Builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities located on or around the property in question to verify the condition of such facilities. If damage to any District facilities is found, the District's Operator will repair such facilities and the Builder or contractor will be responsible for payment of all costs incurred prior to the initiation of services to the property. A total fee of \$125.00 shall be charged by the District to cover the costs of each of such inspections (both the pre-inspection and final inspection), which fee will be due and payable at the time the tap fee is paid.

(d) Water Softener Inspection. A fee of \$150.00 shall be charged by the District for each inspection related to water softeners.

2.07. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the Water System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only

through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$2,000.00 which shall secure the payment for water supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$100.00 for costs of installation, plus \$2.75 per 1,000 gallons of water delivered through the meter, plus the regulatory assessments and other fees imposed pursuant to Section 3.10 hereof. Temporary water service may be supplied outside the boundaries of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services. Each prospective Customer desiring water and sanitary sewer service and solid waste collection and disposal and recycling services shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. Solid waste collection and disposal and recycling services are provided to every Residential Customer at no additional charge. The District does not provide solid waste collection services to Commercial or Apartment Customers.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$35.00 shall be charged for each Customer application, including for applications to transfer service from a Builder to a non-Builder Customer. Each Customer shall pay the applicable security deposit as follows:

(a) Each Residential Customer which owns the home at the address to be serviced, including Builders (as evidenced by a copy of the deed or other proof of ownership acceptable to the District which shall accompany the application for services)	\$250.00
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(b) Each Residential Customer which rents the home at the address to be serviced (a copy of the lease or rental agreement shall be submitted with its application for services)	\$300.00
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(c) Non-Taxable Entity, Apartments, and
Commercial Customers

A deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's engineer utilizing City of Houston criteria regarding usage, or \$300.00, whichever is greater.

The confidentiality notice fee and security deposit shall be paid initially at the time of such application or, at the option of the District's Operator, as part of payment of the first bill for District services. Upon final termination of service, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within forty-five (45) days after termination of service. The District shall not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Customer has not previously paid a security deposit) or any deficiency in the deposit as a result of application of the deposit to a Delinquent Bill before the Customer's service is restored. No service shall be restored until such fees and deposits have been received by the District in collected funds. Notwithstanding the foregoing, the District shall have the right, but not the obligation, at its sole discretion, to apply all or any portion of such security deposit without notice to the Customer to offset the amount of a Delinquent Bill that remains unpaid for more than thirty (30) days after becoming a Delinquent Bill. If the District applies the security deposit prior to termination of service, Customer shall be required to pay a replacement security deposit in accordance with this Section 3.01. Customer's failure to timely pay a replacement security deposit shall result in Customer's bill becoming a Delinquent Bill. Furthermore, nothing contained herein shall prevent the District from applying a Customer's security deposit on file with the District in accordance with 11 U.S.C. Section 366(c)(4) or any successor provision or any other applicable section of the federal Bankruptcy Code or applicable provision of state law.

3.02. Monthly Rates for Residential Water Service. The following rates per month, or any part thereof, shall be charged for Residential water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

(a)	Minimum monthly charge for up to 5,000 gallons of water metered	\$ 7.56
(b)	For each 1,000 gallons of water metered over 5,000 gallons	\$ 2.75
(c)	For each 1,000 gallons of water metered over 10,000	\$ 4.13
(d)	For each 1,000 gallons of water metered over 20,000	\$ 5.50
(e)	For each 1,000 gallons of water metered over 30,000	\$ 6.88

3.03. Monthly Rates for Residential Sanitary Sewer Service and Solid Waste Collection and Disposal and Recycling Services. The following rate per month, or any part thereof, shall be charged for Residential sanitary sewer, solid waste collection and disposal and recycling services furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

(a)	Minimum monthly charge for up to 5,000 gallons of water metered	\$ 7.56
(b)	For each 1,000 gallons of water metered over 5,000 gallons	\$ 2.75
(c)	For each 1,000 gallons of water metered over 10,000	\$ 4.13
(d)	For each 1,000 gallons of water metered over 20,000	\$ 5.50
(e)	For each 1,000 gallons of water metered over 30,000	\$ 6.88

; provided, however, that said rates shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.04. Monthly Rates for Commercial Water Service. The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) Minimum Monthly Charge for up to 5,000 gallons of water metered

<u>Meter Size</u>	
1/2-3/4 inch	\$ 7.56
1 inch	\$ 7.56
1.5 inch	\$ 7.56
2 inch	\$ 12.10
3 inch	\$ 22.69
4 inch	\$ 37.81
6 inch	\$ 75.63
8 inch	\$121.00
10 inch or larger	\$173.94

- (b) For each 1,000 gallons of water metered from 5,001 – 10,000 gallons \$ 2.75

- (c) For each 1,000 gallons of water metered from 10,001 – 20,000 gallons \$ 4.13

- (d) For each 1,000 gallons of water metered from 20,001 – 30,000 \$ 5.50

- (e) For each 1,000 gallons of water metered over 30,001 \$ 6.88

3.05. Monthly Rates for Commercial Sanitary Sewer Service. The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

- (a) Minimum Monthly Charge for up to 5,000 gallons of water metered

Meter Size

1/2-3/4 inch	\$ 7.56
1 inch	\$ 7.56
1.5 inch	\$ 7.56
2 inch	\$ 12.10
3 inch	\$ 22.69
4 inch	\$ 37.81
6 inch	\$ 75.63
8 inch	\$121.00
10 inch or larger	\$173.94

- (b) For each 1,000 gallons of water Metered from 5,001 – 10,00 gallons \$ 2.75
- (c) For each 1,000 gallons of water metered from 10,001-20,000 gallons \$ 4.13
- (d) For each 1,000 gallons of water metered from 20,001 – 30,000 \$ 5.50
- (e) For each 1,000 gallons of water metered over 30,001 \$ 6.88
- (f) For each grease trap installed, there shall be charged a monthly flat rate inspection fee of \$100.00
(Any reinspection required shall be charged at the same rate)

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.06. Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service furnished by the District to Apartment units served by separate meters:

- (a) Minimum Monthly Charge for up to 5,000 gallons of water metered

<u>Meter Size</u>	
1/2-3/4 inch	\$ 7.56
1 inch	\$ 7.56
1.5 inch	\$ 7.56
2 inch	\$ 12.10
3 inch	\$ 22.69
4 inch	\$ 37.81
6 inch	\$ 75.63
8 inch	\$121.00
10 inch or larger	\$173.94

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|-----|--|---------|
| (b) | For each 1,000 gallons of water metered from 5,001 – 10,00 gallons | \$ 2.75 |
| (c) | For each 1,000 gallons of water metered from 10,001-20,000 gallons | \$ 4.13 |
| (d) | For each 1,000 gallons of water metered from 20,001 – 30,000 | \$ 5.50 |
| (e) | For each 1,000 gallons of water metered over 30,001 | \$ 6.88 |

Apartment units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rates specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged. Notwithstanding the foregoing, during the first three months after the date of initial connection to the Water System of Apartment units serviced by a master meter, the customer shall be charged for water usage at the rate of \$3.00/1,000 gallons. Beginning the first day of the next billing period after the third month, the following percentage of Apartment units planned ultimately to be served by such meter will conclusively be deemed to be completed and habitable and billing will be in accordance with the rates set forth above with each unit deemed completed and habitable being considered as one unit:

<u>Months After Tap</u>	<u>Percentage Habitable</u>
4-5	25%
6-8	50%
9-11	75%
thereafter	100%

3.07. Monthly Rate for Sanitary Sewer Service to Apartments. The following rate per month, or any part thereof, shall be charged per unit for sanitary sewer service furnished by the District to Apartment units served by separate meters:

Monthly Flat Rate: \$21.50

Apartment units served by a master meter shall be charged as follows: The rate specified above shall be multiplied by the applicable number of Apartment units to determine the total amount to be charged. Notwithstanding the foregoing, during the first three months after the date of initial connection to the Sanitary Sewer System, of Apartment units served by a master meter, the charge for sanitary sewer service shall be deemed to be included in the charge for water service set forth in Section 3.06. Beginning the first day of the next billing period after the third month, the above-described schedule of habitability shall apply and billing will be in accordance with the rate set forth above, calculated by multiplying the applicable number of Apartment units times the flat rate for sanitary sewer service. Each Apartment unit shall be considered as one unit.

3.08. Monthly Rates for Water Service to Park and Recreational Facilities. The following rates per month, or any part thereof, shall be charged for water service furnished by the District to Park and Recreational facilities in every instance in which a different charge is not expressly and clearly provided for herein:

- (a) Minimum Monthly Charge for up to 5,000 gallons of water metered

<u>Meter Size</u>	
1/2-3/4 inch	\$ 6.88
1 inch	\$ 6.88
1.5 inch	\$ 6.88
2 inch	\$ 11.00
3 inch	\$ 20.63
4 inch	\$ 34.38
6 inch	\$ 68.75

	8 inch	\$110.00
	10 inch or larger	\$158.13
(b)	For each 1,000 gallons of water metered from 5,001 – 10,00 gallons	\$ 2.50
(c)	For each 1,000 gallons of water metered from 10,001-20,000 gallons	\$ 3.75
(d)	For each 1,000 gallons of water metered from 20,001 – 30,000	\$ 5.00
(e)	For each 1,000 gallons of water metered over 30,001	\$ 6.25

provided, however, that Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rates.

3.09. Monthly Rates for Sanitary Sewer Services to Park and Recreational Facilities. The following rates per month, or any part thereof, shall be charged for sanitary sewer service furnished by the District to Park and Recreational facilities in every instance in which a different charge is not expressly and clearly provided for herein:

\$2.15 per 1,000 gallons of water metered

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System; and further provided, however, that Park and Recreational facilities owned and operated by the District shall be exempt from payment of said rates.

3.10. Regulatory Assessments and Other Fees. The regulatory assessments and other fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

(a) Texas Commission on Environmental Quality Assessment. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, and

the rate for temporary water service in Section 2.07 include a regulatory assessment equal to one-half of one-percent of the charge for water and/or sewer service, as provided by Section 5.701(n), Texas Water Code, as amended.

(b) North Fort Bend Water Authority Groundwater Reduction Plan Fee. The District lies within the boundaries of the North Fort Bend Water Authority (the "Authority") and is subject to groundwater reduction plan fees imposed by the Authority for each 1,000 gallons of water pumped from the District's water well(s). In order to collect from the District's Customers sufficient funds to pay the Authority's groundwater reduction plan fees, the District hereby imposes a fee of \$4.94 for each 1,000 gallons of water billed to each Customer of the District pursuant to this Order, which fee shall be added to each Customer's bill. In addition, any surcharge imposed on the District by the Authority pursuant to the Authority's Drought Contingency Plan, as it may be amended from time to time, shall be converted to a charge per each 1,000 gallons of water, as necessary, and shall be charged to each Customer for each 1,000 gallons of water billed to the Customer pursuant to this Order, and be added to each Customer's bill. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service in Section 2.07 do not include the fees imposed hereunder.

(c) Fees Associated with Alternative Payment Services. Alternative Payment Services which may be offered by the District are provided merely as a convenience to Customers and such services may be discontinued by the District at any time in its sole discretion. Customer's use of any alternative payment services does not relieve Customer of the obligation to ensure that payment is timely received by the District and the provisions of this Order, including, without limitation, Section 4 hereof, shall apply to any Delinquent Bill. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. Such fees are set by and charged to the Customer by the service providers rather than by the District. For any such automatic monthly debit program, a fee of \$1.00 per debit transaction processed by the District shall

be charged to the Customer as a pass-through fee. Customer shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment and Customer shall be solely responsible for the payment of same. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

3.11. Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07 do not include any additional fees or charges imposed by the District during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the District in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Order, unless otherwise set forth in the Drought Contingency Plan.

3.12. Bulk Rates. The water and sanitary sewer service rates set forth above shall not be construed to prevent the District from furnishing water and/or sanitary sewer service to any Customer at a bulk rate if deemed advisable by the District, with such rate to be determined on a case by case basis.

3.13. Policies Governing Water and Sanitary Sewer Services.

(a) No Reduced Rates or Free Service; Service Subject to Compliance with Laws and Agreements. All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing other reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted. Failure to comply with (i) all applicable regulations and laws regarding service, including, without limitation, the requirement that a plat of the property to be served be recorded prior to service, and (ii) any agreement between the District and the Customer, including, without limitation, a utility commitment, shall be considered a

violation of this Order and may result in denial or termination of service and/or assessment of penalties in accordance with the terms hereof.

(b) Entitlement. Customers are not guaranteed a specific quantity or pressure of water from the Water System or specific capacity in the Sanitary Sewer System for any purpose whatever and in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water from the Water System or to provide capacity in the Sanitary Sewer System or to collect solid waste.

(c) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the Sanitary Sewer System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the Sanitary Sewer System occasioned as a consequence of such discharge, in addition to any other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the District. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the Sanitary Sewer System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into

the Sanitary Sewer System. All Customers of the Sanitary Sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. Further, the District shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 4.02 hereof and the penalties specified in Section 7 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

(d) Plumbing Regulations. The following plumbing regulations are pursuant to Texas Commission on Environmental Quality regulations and Section 1417 of the federal Safe Drinking Water Act, as amended by the federal Reduction of Lead in Drinking Water Act enacted on January 4, 2011 (and effective January 4, 2014), and any Environmental Protection Agency regulations adopted thereunder and are applicable to all Customers of the District. The stricter of the standards in the above shall be met, notwithstanding anything below to the contrary.

(i) No direct connection between the Water System and a potential source of contamination shall be permitted; potential sources of contamination shall be isolated from the Water System by an air gap or an appropriate backflow prevention device in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion;

(ii) No cross connection between the Water System and any private water system shall be permitted, and any potential threat of cross connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

(iii) No connection which allows water used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the District does not have sanitary control to be returned to the Water System shall be permitted;

(iv) No pipe or connection which allows water to be returned to the Water System is permitted;

(v) The use of pipes, pipe fittings, plumbing fittings, and fixtures that contain more than a weighted average of 0.25 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the Water System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the Water System. This requirement may be waived for leaded joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other potential contamination hazards in violation of this Order, including, without limitation, irrigation and swimming pool connections. The Customer shall, upon receipt of notice from the District, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the Water System. The existence of a serious threat to the integrity of the Water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the Water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential contamination hazard has been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating

water service to a Customer under this Section 3.13(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.13(d) as is set forth in Section 4.02 hereof.

(e) Backflow Prevention Requirements. No connection to the Water System shall be allowed to any Customer Connection where the District, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the Water System is protected from contamination. The following backflow prevention requirements are applicable to all Customers of the District:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion.

The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes.

(ii) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester (pursuant to Texas Commission on Environmental Quality regulations) and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a Health Hazard (as defined in 30 T.A.C. Sec. 290.38) must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

(iii) For each backflow prevention assembly required to be installed pursuant to this Order, it shall be the responsibility of the Customer to have such

assembly installed, tested upon installation, and tested periodically thereafter as required by Subsection (ii) above, and to submit to the District's Operator for recordkeeping purposes within seven (7) days after each such test a signed and dated original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B", completed by a recognized backflow prevention assembly tester. The District shall charge each Customer a one-time administrative fee of \$25.00 for collecting and maintaining the Test Reports. The District's Operator shall report at least annually to the Board of Directors of the District any Customers which do not comply with the requirements of this Section(e);

(iv) If a Customer fails to comply with the requirements of this Section 3.13(e), the District may terminate service to the Customer or the District may instruct the District's Operator to properly install, test and maintain the necessary backflow prevention assembly and bill the Customer for all expenses incurred in connection therewith.

(v) For any inspections performed by the District's Operator under this Section 3.13(e), Customer shall be charged a fee equal to the District's cost of time and materials.

Section 4. Method of Payment; Delinquency in Payment; Penalty; Discontinuation and Termination of Service. Except as set forth in Section 4.01 below, all payments made under this Order shall be subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment, which may, at the District's Operator's discretion, include one or more of the following: cash, check, money order, cashier's check, or an Alternative Payment Program.

4.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of ten percent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. A charge of \$10.00 shall

also be added to a Customer's bill for each written notice of delinquency sent to a Customer. A separate charge of \$15.00 shall be imposed for the notice left on a Customer's front door. If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill, plus the penalty thereon and all other charges imposed by the District, shall be immediately due and payable. Prior to termination of service, a Delinquent Bill, plus the penalty thereon and all other charges imposed by the District shall be payable by cash, cashier's check, or money order presented at the office of the District's Operator or by use of an Alternative Payment Service, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. Following termination of service, a Delinquent Bill, plus the penalty thereon, all other charges imposed by the District, and any required deposit, shall be payable only by either cash, cashier's check, or money order presented at the office of the District's Operator or by use of an Alternative Payment Service, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. All such amounts shall be paid in full prior to the restoration of service where service has been terminated because of a Customer's failure to pay a bill before it became a Delinquent Bill. A charge of \$35.00 shall be imposed for each returned check notice forwarded to a Customer as a result of a Customer's payment (whether made by check or via one or more Alternative Payment Services) being returned by a bank or other third-party payor for any reason. In addition, should a payment (whether by check or via one or more Alternative Payment Service) have been returned by a bank or other third-party payor, then the returned payment shall be replaced with either money order or cashier's check, or, if accepted by the District's Operator, cash, all subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment presented at the office of the District's Operator. This provision shall apply regardless of whether Customer's bill is a Delinquent Bill at the time the payment is returned.

4.02. Termination of Service. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the Systems at any time after its bill becomes a Delinquent Bill or upon violation by the Customer of this Order or of

any order regulating waste heretofore or hereafter adopted by the District. The Customer shall, by written notice mailed to the Customer's address as reflected in the records of the District, be notified of the delinquency or violation and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full or the violation corrected, which date shall not be less than five (5) days from the date such notice is sent. With respect to a Delinquent Bill, such notice shall state the place and time at which the account may be paid and the method by which it must be paid as set forth in Section 4.01 above and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. All notices of termination shall state that the Customer has the right to appeal such termination to the Board of Directors of the District. The notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full or the violation corrected by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of the District. A charge of \$45.00 shall be imposed for the restoration of service discontinued pursuant to this section.

4.03. Discontinuing Service Upon Request of a Customer; After Hours Service.

Whenever a Customer of the District requests that service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired, unless discontinuation is requested sooner to enable emergency plumbing repairs. A charge of \$50.00 shall be made for discontinuation of service and a charge of \$50.00 shall be made for restoring service (between 8:00 a.m. and 4:00 p.m. on weekdays excluding state or national holidays) when such service is discontinued and restored at the request of the Customer and Customer is not delinquent in the payment of any bill at the time of either request. Notwithstanding the foregoing, when a Customer of the District requests service to be discontinued or turned on (whether for new or transferred service or plumbing repairs or after

discontinuation as set forth in this Order) prior to 8:00 a.m. or after 4:00 p.m. on weekdays (excluding state or national holidays) or on weekends or state or national holidays, a charge of \$75.00 shall be imposed.

Section 5. Storm Sewer System. The District owns, operates and maintains all or a portion of the Storm Sewer System in order to furnish storm water drainage service to the land located within its boundaries. Storm water drainage may be discharged by Customers and property owners within the District to the Storm Sewer System, subject to the following provisions of this Section 5, and the requirements of any federal, state or local agency with jurisdiction over storm drainage and flood control.

5.01. Connection to Storm Sewer System. Residential Customers may discharge storm water flows to the curb and gutter system. Otherwise, no physical connection to the Storm Sewer System shall be made by Residential Customers without the prior written consent of the Board of Directors of the District. The Board of Directors may grant, deny or condition such consent in its sole discretion. Physical connection to the Storm Sewer System by a Residential Customer shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given. Physical connection to the Storm Sewer System may be made by non-Residential Customers, subject to compliance with the remaining provisions of this Section. For purposes of the remainder of this Section 5.01 and Section 5.02 only, the term "physical connection" means and refers to a controlled conveyance of storm water by pipe, line, drainage ditch or swale or other improvements or facilities, and excludes the uncontrolled sheet flow of storm water.

An application for a physical connection to the Storm Sewer System by a non-Residential Customer may be made at the same time, or separate from, an application for a physical connection to the Water System or Sanitary Sewer System under Section 2.05 hereof. Each such applicant for a physical connection to the Storm Sewer System or an applicant with an existing physical connection to the Storm Sewer System that has proposed changes to and/or construction within its site that would require an additional connection of its internal storm sewer lines to the

Storm Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(a) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building internal storm sewer collection and detention facilities, materials to be used and the location, size and number of proposed connections to the District's Storm Sewer System or applicant's existing internal storm sewer system, as applicable;

(b) The legal description of the land to be served by the Storm Sewer System and a copy of the recorded plat of same; and

(c) A general description of the type of proposed improvements to be served by the Storm Sewer System, calculations of square footage of proposed impervious cover, and, if applicable, a description of the special measures taken in order to prevent any discharges to the Storm Sewer System in violation of this Order.

In recognition of the District's obligation to protect and maintain public health and the District's obligation to regulate discharges to the Storm Sewer System under federal, state and local laws and regulations, including, without limitation the National Pollutant Discharge Elimination System adopted under Title 40, Part 22 of the Code of Federal Regulations, as amended, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended, the Texas Pollutant Discharge Elimination System ("TPDES"), and the provisions of the TPDES General Permit for Small Municipal Separate Storm Sewer Systems (TXR040000), and the "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the

installation of physical control measures to prevent unauthorized discharges to the Storm Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of any tap fees under Section 2.04 or Section 5.02(b), as applicable, prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Storm Sewer System or applicant's internal storm sewer system, as applicable. Any unauthorized physical connection to the Storm Sewer System or applicant's existing internal storm sewer system, as applicable, may be removed without notice at the expense of the Customer or person or firm causing such connection to be made.

5.02. Storm Water Detention.

(a) Detention Capacity. The Storm Sewer System does not furnish post-development storm water detention capacity. If such detention capacity is required by any federal, state or local agency with jurisdiction over storm drainage and flood control, Customers and owners of property within the District shall be responsible for constructing, installing, operating and maintaining, private storm water detention facilities at no cost or expense to the District and in accordance with the requirements of such agencies.

5.03 Regulation of Discharge to Storm Sewer System.

(a) Illicit Discharge. Discharge to the Storm Sewer System shall be limited solely to storm water discharges and non-storm water discharges or flows from the following sources:

- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);

- (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (3) discharges from potable water sources;
- (4) diverted stream flows;
- (5) rising ground waters and springs;
- (6) uncontaminated ground water infiltration;
- (7) uncontaminated pumped ground water;
- (8) foundation and footing drains;
- (9) air conditioning condensation;
- (10) water from crawl space pumps;
- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges;
- (14) street wash water;
- (15) discharges or flows from firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-storm water discharges listed in 40 C.F.R. § 122.26(d)(2)(iv)(B)(1), as amended; and
- (17) non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (TXR050000) or the TPDES Construction General Permit (TXR150000).

Without limiting the generality of the above, no solids, grass or yard clippings, trash, construction materials, oils or grease, sludge or tank trunk waste (except waste from sources permitted above) shall be introduced into the Storm Sewer System.

(b) Access; Detection; Elimination. All Customers or owners of property that have a physical connection to the Storm Sewer System or that discharge to the Storm Sewer System shall allow access to their property and/or the property under their control by the District's Engineer, the District's Operator, or any District employee, consultant, agent or contractor, during normal business hours for the purpose of inspection or investigation of possible illicit connections to the Storm Sewer System, unauthorized discharges to the Storm Sewer System, or other violations of this Order related to the Storm Sewer System. The District will determine through the inspection if the illicit discharge may pose a serious threat to the integrity of the Storm Sewer System.

(c) Failure to Comply. Violations of this Section 5.03 are subject to penalties as set forth in this Order. Non-compliance with federal, state or local storm water quality laws, regulations or requirements shall constitute a violation of this Order, without regard to whether any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance and notwithstanding any other provision of this Order which may appear to omit such laws, regulations or requirements. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs incurred by the District to repair damage to the Storm Sewer System and to remove unauthorized materials from the Storm Sewer System.

5.04. Construction Activity.

(a) Storm Water Controls; Plan Review; Site Inspections. Prior to the disturbance of soils associated with any construction activity within the District requiring county or municipal construction permits, proper erosion control devices shall be designed, installed, and maintained in accordance with "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein. Construction plan reviews and inspections are required on all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. Construction plans shall be submitted to the District's Engineer for review prior to the start of any construction activities. The District's Engineer will review the construction plans and determine if proper erosion control devices are included in the project.

(b) Construction Site Operators. The following provisions apply to all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. As used hereinafter, the term "Construction

Site Operator," shall have the definition ascribed to the term "Operator" under the TPDES Construction General Permit (TXR150000) issued by the Texas Commission on Environmental Quality. In addition, capitalized terms used in this Subsection (b) that are not otherwise defined hereinafter shall have the meanings ascribed under TXR150000.

(1) Compliance with TXR150000. A Construction Site Operator is at all times required to be compliant with TXR150000. A storm water pollution prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed Best Management Practices ("BMPs") must be prepared at least seven (7) days prior to commencement of soil-disturbing activities. For Small Construction Activities, a copy of the signed and certified construction site notice required under TXR150000 must be provided to the District's Engineer at least two (2) days prior to commencement of soil disturbing activities. For Large Construction Activities, among other notices required under TXR150000, a copy of the signed Notice of Intent ("NOI") for TPDES permit coverage under TXR1500000 must be submitted by the Construction Site Operator to the Texas Commission on Environmental Quality and to the District's Engineer at least seven (7) days prior to commencement of soil disturbing activities. The Construction Site Operator is responsible for the inspections required under TXR150000 and the implementation and regular maintenance of all BMPs listed in the SWP3 as required under TXR150000.

(2) Construction Site Operator Responsibilities. A Construction Site Operator is responsible for the management, implementation, SWP3 compliance, and compliance with all of their subcontractors, trades, suppliers, and agents.

(i) Erosion control devices shall be maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete

truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

(ii) Prior to the completion of any approved construction activity, contractors must address post construction runoff. Erosion control devices shall be installed and maintained upon completion, where all construction debris and rubbish shall be removed from the site, and any damage to the District's facilities (including but not limited to the Storm Sewer System) shall be repaired at the expense of the developer, the Builder or homeowner constructing the improvements. The contractor is responsible for ensuring all erosion control devices and non-structural controls function properly so illicit discharge do not enter into the storm sewer system. All erosion control devices and non-structural controls must meet District standards or otherwise be satisfactory to the District's Engineer.

(c) Construction Site Inspections. The District reserves the right to conduct periodic construction site inspections to ensure compliance with this Section 5.03. Such inspections may be on a scheduled basis or on an as-needed, unannounced basis. No prior notification of an inspection shall be required from the District. The inspections will be performed by a representative of the District and documented utilizing an Engineering Checklist, Construction Inspection Form, and/or other forms.

(d) Failure to Comply. Failure of the Construction Site Operator, a contractor, subcontractor, developer, Builder, homeowner, Customer, or other person, firm, corporation or entity to comply with this Section 5.03 is a violation of this Order. Non-compliance with TXR150000 is a violation of this Order without regard to whether the Texas Commission on Environmental Quality or any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance. In addition, and without limiting the rights and

remedies available to the District, the District may assess fees and costs to the Construction Site Operator to repair damage to the Storm Sewer System and to install or repair the BMPs necessary to correct a violation of this Section 5.04.

Section 6. Damage to District Facilities; Tampering; Repairs and Obstructions.

6.01. Damage to and Tampering With Meters and/or District Facilities and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to, restore service when terminated for any reason under this Order, or in any other way take any action which affects any meter, meter box, service line or other appurtenance to any of the Systems. No person shall direct discharges to the Storm Sewer System in violation of this Order. The District reserves the right to immediately and without notice remove the meter or disconnect water service and/or any other service to any Customer whose meter, meter box, service line or other appurtenance to any of the Systems has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed discharges to a Storm Sewer System facility. In addition to the disconnection and reconnection fees charged under Section 4.02 of this Order and any penalties assessed under Section 7 of this Order, the District shall assess (i) a fee of \$100.00 for the removal and reinstallation of a meter under this Section 6.01, and (ii) any repair costs incurred by the District hereunder, and (iii) a damage fee of \$50.00.

6.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the Systems and appurtenances caused by Customer without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the Systems so damaged.

6.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter

and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the Sanitary Sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the Sanitary Sewer System resulting from a Customer's failure to prevent obstructing materials from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

Section 7. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

- (1) violates any section of this Order or any order regulating waste heretofore or hereafter adopted by the District; or
- (2) makes unauthorized use of any of the Systems or District services or facilities including any trespass onto District sites, including but not limited to, the site of a District stormwater detention pond or drainage channel; or
- (3) violates the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections" or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$500.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 7 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 7 shall be in addition to such other penalties as are provided in this Order or any order regulating waste or Drought Contingency Plan heretofore or

hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 8. Appeal; Accuracy of Meters. (a) Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

(b) If a Customer requests that a water meter which serves the Customer be removed for testing to verify the accuracy of same, the following charges shall apply:

(1) If the test of the meter reflects that it measures more than 105% (or less than 95%) of the water actually delivered, the District shall not charge the Customer for testing or replacement of the meter.

(2) If the test of the meter reflects that it measures between 95% and 105% of the water actually delivered, the Customer shall be charged \$75.00 for testing plus the District's actual cost to replace the meter. In no event shall an adjustment be made to Customer's bills prior to the request for testing of the meter unless the District, in its sole judgment, can ascertain with reasonable certainty when the inaccuracy began.

Section 9. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 10. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary is authorized to attest this Order on behalf of the Board and the District.

Passed and adopted this 15th day of January, 2020.

ATTEST:

/s/ Harry A. Peyton

Secretary, Board of Directors

(SEAL)

/s/ Phillip S. Froehlich

President, Board of Directors

EXHIBIT "A"

Service Inspection Certification Form

[Name of District]

[District's I.D. #] _____

Location of Service _____

I, _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

	<u>Compliance</u>	<u>Non-Compliance</u>
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with TCEQ regulations and the provisions of the District's Rate Order.	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe, pipe fitting, plumbing fitting or fixture which contains more than a weighted average of 0.25% lead exists in private plumbing facilities installed on or after January 4, 2014.	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service line	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>			Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become an official record of [Name of District] and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

EXHIBIT "B"

Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for recordkeeping purposes.

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

[NAME OF DISTRICT] _____

[DISTRICT IDENTIFICATION NO.] _____

MAILING ADDRESS: _____

CONTACT PERSON: _____

LOCATION OF SERVICE: _____

The backflow prevention assembly detailed below has been tested and maintained as required by TCEQ regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

- | | |
|---|--|
| <input type="checkbox"/> Reduced Pressure Principle | <input type="checkbox"/> Reduced Pressure Principle-Detector |
| <input type="checkbox"/> Double Check Valve | <input type="checkbox"/> Double Check-Detector |
| <input type="checkbox"/> Pressure Vacuum Breaker | <input type="checkbox"/> Spill-Resistant Pressure Vacuum Breaker |

Manufacturer: _____

Size: _____

Model Number: _____

Located At: _____

Serial Number: _____

Is the assembly installed in accordance with manufacturer recommendations and/or local codes? _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at ___ psid Did not Open <input type="checkbox"/>	_____ psid Leaked <input type="checkbox"/>
Initial Test	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at ___ psid Did not open <input type="checkbox"/>		
Repairs and Materials Used					
Test After Repair	Held at ___ psid Closed Tight <input type="checkbox"/>	Held at ___ psid Closed Tight <input type="checkbox"/>	Opened at ___ psid	Opened at ___ psid	_____ psid

Testing gauge used: Make/Model: _____ SN: _____ Calibration Date: _____

Remarks: _____

The above is certified to be true at the time of testing.

Firm Name: _____

Certified Tester: _____

Firm Address: _____

Cert. Tester No.: _____

Firm Phone No.: _____

Date: _____

Exhibit B

**FORT BEND MUNICIPAL UTILITY DISTRICT NO. 216
27316 SPECTRUM WAY
OAK RIDGE TEXAS 77385
281-367-5511**

04/05/2021

Fletcher Morgan Elementary
608 Harbert St.
Columbus, TX 78934

RE: Tap and Inspection fees for Fletcher Morgan Elementary.

Listed below are the tap and inspections estimate fees for the project located at 32720 FM 1093 in Fort Bend County Mud No. 216:

Builder Deposit	\$ 2,000.00
Account Deposit	\$ 4,002.00
8" Combination Meter Vault With Electronic Capability	\$ 35,300.00
2" Irrigation Tap & Meter with Electronic Capability	\$ 3,250.00
12" x 8" TS&V	\$ 7,400.00
Trench Safety	\$ 2,400.00
Traffic Control	\$ 2,000.00
Heavy equipment	\$ 4,800.00
Hydro Excavation	\$ 2,600.00
Pre-Post Lot Inspection	\$ 125.00
Sewer Tap Inspection	\$ 150.00
Customer Service Inspection (CSI)	\$ 100.00
Restoration	\$ 2,000.00
Plan Review	\$ 300.00
Quote Fee	\$ 100.00
Total:	\$ 66,527.00

This quote does not include any Backflow Prevention Devices. An RPZA will need to be installed for each meter, by the owner. Prior to water service being provided to the facility, please provide the backflow certification documents for these devices.

You are required to schedule a customer service inspection for this irrigation meter by emailing mhuaman@municipalops.com or you can call me at 832-510-2946.

The account deposit will be refunded when this account is terminated or transfer to another entity.

We can only hold the prices in this quote for 60 days from the date on the proposal. If there are any changes to the original plans after the tap quote has been provided, additional fees may be required.

Please make check payable to Fort Bend County Mud No. 216 and deliver to 27316 Spectrum Way, Oak Ridge, TX 77385

Should you have any additional questions or concerns regarding this tap quote, you can reach me at 346-382-1039.

Thank you,

Robert Quinn

Exhibit C

Fletcher Morgan Jr. Elementary School
 Lamar CISD
 Non-Taxable User Installation Cost
 Fort Bend County Municipal Utility District No. 216
 4/7/2021

Construction Costs	Construction Cost ⁽¹⁾	Engineering Costs ⁽²⁾	Total Costs	LCISD Share ⁽⁴⁾	LCISD Costs
Developer Contribution Projects					
Sanitary Sewer Items - Fulshear School Road/School Hill Road ⁽⁵⁾	\$ 90,504.92	\$ 15,385.84	\$ 105,890.76	3.14%	\$ 3,328.00
Water Line Items - Fulshear School Road ⁽⁵⁾	\$ 392,386.88	\$ 66,705.77	\$ 459,092.65	1.10%	\$ 5,050.02
Water Line Items - School Hill Road ⁽⁵⁾	\$ 19,772.28	\$ 3,361.29	\$ 23,133.57	1.10%	\$ 254.47
Water Line Items - School Hill Road Extension ⁽⁵⁾	\$ 12,125.82	\$ 2,061.39	\$ 14,187.21	1.10%	\$ 156.06
Water Line Items - Future Collector Roads ⁽⁶⁾	\$ 832,541.00	\$ 141,531.97	\$ 974,072.97	1.10%	\$ 10,714.80
Clearing & Grubbing Items - Fulshear School Road/School Hill Road ⁽⁵⁾	\$ 24,500.60	\$ 4,165.10	\$ 28,665.70	3.14%	\$ 900.10
Drainage Items - Future Fulshear School Road Phase 2 ⁽⁶⁾	\$ 896,362.00	\$ 152,381.54	\$ 1,048,743.54	12.332%	\$ 129,331.05
Subtotal Developer Contribution			\$ 2,653,786.40		\$ 149,734.50
	Construction Cost ⁽¹⁾	Engineering Costs ⁽³⁾	Total Costs	LCISD Share ⁽⁴⁾	LCISD Costs
District Projects					
Lift Station No. 1 ⁽⁵⁾	\$ 583,324.00	\$ 109,995.00	\$ 693,319.00	3.14%	\$ 21,790.03
Subtotal District Projects			\$ 693,319.00		\$ 21,790.03
	Acreage	Cost per acre ⁽⁷⁾	Total Cost	LCISD Share ⁽⁴⁾	LCISD Costs
Land Costs					
South Pond	9.396	\$ 52,500.00	\$ 493,290.00	12.332%	\$ 60,832.52
Lift Station No. 1	0.135	\$ 52,500.00	\$ 7,087.50	3.14%	\$ 222.75
Subtotal Land Costs					\$ 61,055.27
TOTAL CONSTRUCTION, ENGINEERING AND LAND COSTS					\$ 232,579.80
Non Construction Costs					Amount
Estimated at 30% of Construction and Engineering Costs ⁽⁸⁾					\$ 69,773.94
TOTAL NON-CONSTRUCTION COSTS					\$ 69,773.94
TOTAL NON-TAXABLE USER COSTS (CONSTRUCTION, ENGINEERING AND NON-CONSTRUCTION COSTS)					\$ 302,353.74
Total Payment to Fort Bend County Municipal Utility District No. 216⁽⁹⁾					\$ 302,353.74

Notes

- (1) Construction costs for Developer Contribution Items were calculated based on facilities to be utilized by the school.
- (2) Engineering Costs for Developer Contribution Items were calculated based on an assumed 17% cost of construction to cover the engineering geotechnical and materials testing for each project.
- (3) Engineering Costs for District Projects based on consultant contract amounts.
- (4) See attached pro-rata calculation and backup.
- (5) Costs based on actual bid prices.
- (6) Costs based on engineers estimate of costs prepared by LJA Engineering, Inc.
- (7) Land costs per acre provided by Fulshear Lakes, Ltd.
- (8) Assumption of 30% is based on estimated costs for bond issuance related costs that the District will incur in the future.
- (9) This item excludes costs for meter installation, which will be provided to LCISD by the District Operator under separate cover.

SANITARY SEWER AND WATER LINE FACILITIES

SANITARY SEWER ITEMS - FULSHEAR SCHOOL ROAD	LCISD SHARE	TOTAL COST	LCISD COST
6" PVC FORCEMAIN	3.14%	\$33,197.28	\$1,043.34
10" PVC FORCEMAIN	3.14%	\$32,667.64	\$1,026.70
REMOVE & DISPOSE OF EXISTING 10-INCH PLUG AND CONNECT 10-INCH FM	3.14%	\$1,088.00	\$34.19
AIR RELEASE MANHOLE ASSEMBLY	3.14%	\$23,552.00	\$739.53
SUBTOTAL - FULSHEAR SCHOOL ROAD SANITARY SEWER	3.14%	\$90,504.92	\$2,843.76

WATER LINE ITEMS - FULSHEAR SCHOOL ROAD	LCISD SHARE	TOTAL COST	LCISD COST
8" PVC WATER LINE	1.10%	\$524.00	\$5.76
12" PVC WATER LINE	1.10%	\$81,228.00	\$893.51
16" PVC WATER LINE	1.10%	\$50,349.60	\$553.85
16" RESTRAINED JOINT WATER LINE	1.10%	\$2,048.00	\$22.53
TRENCH SAFETY	1.10%	\$307.28	\$3.38
FIRE HYDRANT UNIT	1.10%	\$47,554.00	\$523.09
8" GATE VALVE	1.10%	\$870.00	\$9.57
12" GATE VALVE	1.10%	\$1,678.00	\$18.46
16" GATE VALVE	1.10%	\$5,354.00	\$58.89
EXTRA FITTINGS	1.10%	\$2,000.00	\$22.00
UTILITY SPOILS	1.10%	\$52,500.00	\$577.50
8" PLUG & CLAMP	1.10%	\$52,500.00	\$577.50
12" PLUG & CLAMP	1.10%	\$500.00	\$5.50
16" PLUG & CLAMP	1.10%	\$650.00	\$7.15
REMOVE EXIST. PLUG AND CONNECT PROP. 16" WATER LINE	1.10%	\$336.00	\$3.70
BROADCAST SEEDING	1.10%	\$200.00	\$2.20
MASTER METER	1.10%	\$93,788.00	\$1,031.67
SUBTOTAL - FULSHEAR SCHOOL ROAD WATER LINE	1.10%	\$392,386.88	\$4,316.26

WATER LINE ITEMS - SCHOOL HILL ROAD	LCISD SHARE	TOTAL COST	LCISD COST
8" PVC WATER LINE	1.10%	\$10,853.16	\$119.38
TRENCH SAFETY	1.10%	\$48.56	\$0.53
FIRE HYDRANT UNIT	1.10%	\$6,916.00	\$76.08
8" GATE VALVE	1.10%	\$834.00	\$9.17
EXTRA FITTINGS	1.10%	\$1,000.00	\$11.00
UTILITY SPOILS	1.10%	\$120.56	\$1.33
SUBTOTAL - SCHOOL HILL ROAD WATER LINE	1.10%	\$19,772.28	\$217.49

WATER LINE ITEMS - SCHOOL HILL ROAD EXTENSION	LCISD SHARE	TOTAL COST	LCISD COST
8" PVC WATER LINE	1.10%	\$6,066.00	\$66.73
TRENCH SAFETY	1.10%	\$26.54	\$0.29
FIRE HYDRANT UNIT	1.10%	\$3,548.00	\$39.03
8" GATE VALVE	1.10%	\$834.00	\$9.17
EXTRA FITTINGS	1.10%	\$1,000.00	\$11.00
UTILITY SPOILS	1.10%	\$71.28	\$0.78
8" PLUG & CLAMP	1.10%	\$580.00	\$6.38
SUBTOTAL - SCHOOL HILL ROAD EXTENSION WATER LINE	1.10%	\$12,125.82	\$133.38

WATER LINE ITEMS - FUTURE COLLECTOR ROADS	LCISD SHARE	TOTAL COST	LCISD COST
FULSHEAR SCHOOL ROAD PHASE 2	1.10%	\$47,400.00	\$521.40
EAST COLLECTOR	1.10%	\$715,221.00	\$7,867.43
NORTH COLLECTOR	1.10%	\$69,920.00	\$769.12
SUBTOTAL - FUTURE COLLECTOR ROADS WATER LINE	1.10%	\$832,541.00	\$9,157.95

SUBTOTAL - FULSHEAR SCHOOL ROAD SANITARY SEWER	\$2,843.76
SUBTOTAL - FULSHEAR SCHOOL ROAD WATER LINE	\$4,316.26
SUBTOTAL - SCHOOL HILL ROAD WATER LINE	\$217.49
SUBTOTAL - SCHOOL HILL ROAD EXTENSION WATER LINE	\$133.38
SUBTOTAL - FUTURE COLLECTOR ROADS WATER LINE	\$9,157.95
TOTAL	<u>\$16,668.84</u>

CLEARING AND GRUBBING ITEMS

CLEARING AND GRUBBING - FULSHEAR SCHOOL ROAD/SCHOOL HILL ROAD	LCISD SHARE	TOTAL COST	LCISD COST
HEAVY CLEARING AND GRUBBING	3.14%	\$21,948.00	\$689.79
LIGHT CLEARING AND GRUBBING	3.14%	\$1,582.40	\$49.73
BURING OF CLEARED MATERIAL	3.14%	\$970.20	\$30.46
SUBTOTAL - FULSHEAR SCHOOL ROAD/SCHOOL HILL ROAD CLEARING AND GRUBBING	3.14%	\$24,500.60	\$769.98

DRAINAGE ITEMS

LCISD School Site

School Site Acreage	14.19	ac
FBCMUD 216 Acreage South of Bessie's Creek and routed through pond	115.0656	ac
LCISD Pro Rata Percent based on acreage	12.332%	

DRAINAGE IMPROVEMENTS

	LCISD SHARE	TOTAL COST	LCISD COST
FULSHEAR SCHOOL ROAD PHASE 2			
72" RCP STORM SEWER	12.332%	\$432,000.00	\$53,274.24
84" CMP STORM SEWER	12.332%	\$82,000.00	\$10,112.24
96" RCP STORM SEWER	12.332%	\$129,600.00	\$15,982.27
6' X 6' RCB STORM SEWER	12.332%	\$90,250.00	\$11,129.63
MANHOLES	12.332%	\$28,800.00	\$3,551.62
TRENCH SAFETY	12.332%	\$1,842.00	\$227.16
BESSIES CREEK OUTFALL	12.332%	\$25,000.00	\$3,083.00
LAKE OUTFALL	12.332%	\$25,000.00	\$3,083.00
JUNCTION BOX AT CREEK OUTFALL	12.332%	\$30,000.00	\$3,699.60
SOUTH LAKE SPILL BOX	12.332%	\$40,000.00	\$4,932.80
DEWATERING	12.332%	\$8,070.00	\$995.19
SWPPP	12.332%	\$2,500.00	\$308.30
STABLIZED EXIT	12.332%	\$1,300.00	\$52,500.00
			\$52,500.00
SUBTOTAL - FULSHEAR SCHOOL ROAD PHASE 2 IMPROVEMENTS	12.332%	\$896,362.00	\$215,379.05

Sanitary Sewer	22 ESFC
Water	22 ESFC

Lift Station No 1

Service Area	ESFC
Other District Development	678
LCISD Portion	22
TOTAL	700

LCISD Pro Rata Share of Lift Station No. 1 3.14%

FBCMUD 216 Water Distribution System

Service Area	ESFC
Other District Development	1,978
LCISD Portion	22
TOTAL	2,000

LCISD Pro Rata Share of FBCMUD 216 Water System 1.10%

52500
52500

**CONSIDER APPROVAL OF FIBER DATA CONNECTION FOR
THE ALTERNATIVE LEARNING CENTER**

RECOMMENDATION:

That the Board of Trustees approve Pure Speed Lightwave for fiber data connection to the Alternative Learning Center in the amount of \$4,223.73 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Fiber data connection will provide internet, phone, and data connection to the Alternative Learning Center. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Pure Speed Lightwave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the Board President will execute the agreement and Pure Speed Lightwave will begin the permitting and installation of the fiber data connection to the Alternative Learning Center.

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

5959 Corporate Dr. - Suite 3300
Houston, TX 77036
Phone: 832-615-8000 Fax: 713.510.1650

Quote Prepared: 04/26/2021
Quote Expires: 05/26/2021

To: David Banks
david.banks1@lcisd.org
LAMAR CISD
930 N Stadium Drive
ROSENBERG, TX 77471

Lead Time: 60-75 days

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-17986/1	LCISD - Fiber Optic Cable Relocation - ALC

QTY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00	One Time Charge	Fiber optic cable relocation - six strands from the old to new ALC building	1708 Avenue M	\$4,223.73	\$0.00
				TOTAL NRC	\$4,223.73
				TOTAL MRC	\$0.00

*Pricing is subject to applicable taxes & fees.

Special Instructions:

Fiber optic cable relocation to the new ALC

708 Avenue M, Rosenberg, Texas 77471

Place Fiber optic cable into the new ALC through the District provided conduit from the ALC MDF to the power pole on Avenue M and aerially to the existing PS Lightwave splice enclosure, terminate the six strands of fiber optic cable in the ALC MDF, and splice the fiber in the existing PS Lightwave enclosure on Avenue M. PS Lightwave will redirect the existing six fiber optic strands that are currently spliced from the NOC to the OLD ALC into the new building.

Please review, Service Level Agreement and Acceptable Use policy at www.pslightwave.com. This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

Approved by:

Joy Williams - Board President

**CONSIDER APPROVAL OF NETWORK FIBER CONNECTIONS
FOR MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the installation of network fiber connections for Maxine Phelan Elementary School in the amount of \$38,640 from PS Lightwave.

IMPACT/RATIONALE:

This fiber installation is not in the scope of the general contractor. Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the District could apply for cost reductions.

PROGRAM DESCRIPTION:

A bid evaluation was done, and PS Lightwave submitted the only bid. This is funded through the 2017 bond.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



DARK FIBER

PS Lightwave’s Dark Fiber lease proposal includes fiber optic cable already spliced and configured to 45 sites as described in the table included on page 27 of this document. The fibers optic cable strands are spliced per site to LCISD Hub locations (which include the NOC, Fulshear Data Center, Foster High School, George R. Ranch High School and Meyer Elementary.) In addition, PS Lightwave has included the construction and fiber lease charges to the two new campuses of Morgan and Phelan Elementary Schools. As part of the PS Lightwave response, we are proposing to consolidate all the Dark Fiber service orders/contracts currently in place into one new agreement effective July 1, 2021 with an annual price increase taking place on July 1st of every year during a new five-year term.

Please refer to page 27 for our full pricing proposal table including all sites.

New Sites Special Construction and Non-Recurring Cost

NEW SITES		Special Construction	Non-Recurring Cost	Total
Phelan Elementary	Great Blue Heron Ln Richmond, Tx 77469	\$ 31,973	\$ 6,667	\$38,640
* Plus applicable taxes and fees				

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY
FOR AG BARN NO. 3**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Ag Barn No. 3 in the amount of \$6,200 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Ag Barn No. 3.

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



April 26, 2021

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

Attn: Mr. J. Kevin McKeever

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Agriculture Barn #3
Powerline Road and Sunrise Meadow Drive
Richmond, Texas
Terracon Document No. P92215188

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide preliminary 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
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the scope of services described in this cost estimate is **\$6,200**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Agriculture Barn #3 ■ Richmond, Texas

April 26, 2021 ■ Terracon Document No. P92215188



Your authorization for Terracon to proceed in accordance with this cost estimate 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 Registration No. F-3272)

A handwritten signature in blue ink that reads "Ranadeep".

Ranadeep Ravula, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in black ink that reads "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in black ink that reads "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

This AGREEMENT is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Agriculture Barn #3 project ("Project"), as described in Consultant's Proposal dated 04/26/2021 ("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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By:  Date: 4/26/2021
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 ISD
By: _____ Date: _____
Name/Title: J. Kevin McKeever /
Address: 3911 Avenue I
Rosenberg, TX 77471-3901
Phone: (281) 341-3122 Fax: _____
Email: mckeever@liscid.org

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by Rice and Gardner and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are **highlighted as shown below**. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Project location	The project site, approximately 10 acres in size, is located south of the intersection of Powerline Road and Sunrise Meadow Drive in Richmond, Texas.
Existing improvements	Based on available aerial photographs, the site appears to be vacant at the time of this cost estimate.
Current ground cover	Grass, weeds, and scattered trees.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with truck-mounted drilling equipment during business hours.

Planned Construction

Item	Description
Proposed structures	<ul style="list-style-type: none"> A single-story agriculture building with a footprint area of about 18,500 square feet. Adjacent surface pavements.
Building construction	Steel-frame construction.
Finished floor elevation	Within approximately one to two feet of existing grade.
Maximum loads	<ul style="list-style-type: none"> Columns loads: 75 to 100 kips. Floor slab pressure: 125 pounds per square foot (psf).
Planned foundation system	Drilled-and-underreamed footings.
Pavements	<ul style="list-style-type: none"> We assume both rigid (concrete) and flexible (asphalt) pavement sections are being considered. Anticipated traffic is planned to consist primarily of passenger vehicles in the parking areas and passenger vehicles combined with garbage trucks and large multi-axle delivery trucks from time-to-time in driveway areas.

Cost Estimate for Geotechnical Engineering Services

LCISD Agriculture Barn #3 ■ Richmond, Texas

April 26, 2021 ■ Terracon Document No. P92215188



Terracon previously performed a Preliminary Geotechnical Report (Terracon Project No. 92205586, dated January 18, 2021) 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:

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed building area	4 (B-1 through B-4)	25
Proposed pavement areas	2 (B-5 and B-6)	5
Total	6	110

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

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

Subsurface Exploration Procedures: We advance soil borings with truck-mounted drilling equipment using continuous flight augers (solid stem). Samples are obtained continuously in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

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

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include 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 backfill borings with auger cuttings. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

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 not 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.

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 third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances

that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

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. 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

Cost Estimate for Geotechnical Engineering Services

LCISD Agriculture Barn #3 ■ Richmond, Texas

April 26, 2021 ■ Terracon Document No. P92215188



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:

- Site and subgrade preparation;
- Foundation design and construction; 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	\$5,600
All-Terrain Vehicle (ATV) ¹	\$600
Total	\$6,200
^{1.} If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment.	

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet ground conditions, 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 work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these 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, as evidenced by your signature on the Supplemental Agreement for Services form.

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 any 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.

<i>GeoReport</i> Stage	Posting Date ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 working days from notice to proceed
Site Characterization ³	10 working days from completion of our field program
Geotechnical Engineering ³	15 working days from completion of our field program

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport* website with specific, anticipated working dates 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.
3. Delivery based on completion of the field program in one day.

ANTICIPATED EXPLORATION PLAN

LCISD Agriculture Barn #3 ■ Richmond, Texas

April 26, 2021 ■ Terracon Document No. P92215188

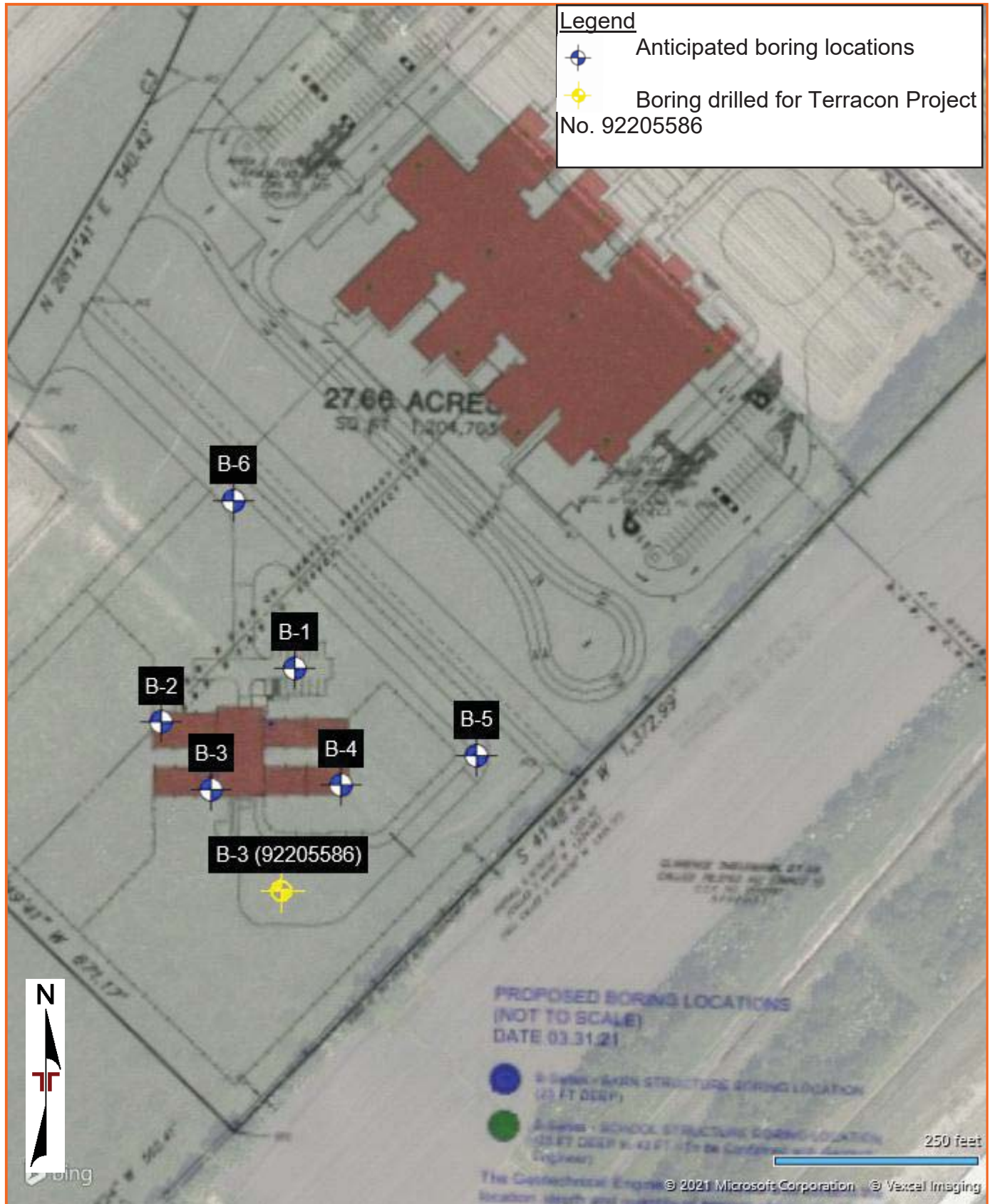


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

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

Nasa 786, LLC dba Hwy 36 Food Mart is filing for a beer and wine retailer's off-premise permit/license for a proposed convenience store to be located at 4610 Highway 36 in Rosenberg near the intersection of KC Hall Drive and Highway 36. According to the Texas Education Code, "the board of trustees of a school district shall attempt to provide a safe alcohol-free environment to students coming to or going from school. The board of trustees may cooperate with local law enforcement officials and the Texas Alcoholic Beverage Commission in attempting to provide this environment and in enforcing Sections 101.75, 109.33, and 109.59, Alcoholic Beverage Code. Additionally, the board, if a majority of the area of a district is located in a municipality with a population of 900,000 or more, may petition the commissioners court of the county in which the district is located or the governing board of an incorporated city or town in which the district is located to adopt a 1,000-foot zone under Section 109.33, Alcoholic Beverage Code."

Resource Person: Dr. Thomas Randle, Superintendent

May 4, 2021

Dear Board of Trustees at Lamar Consolidated Independent School District,

My name is Karim Sabza Ali. I am presenting this request for approving and signing a no-objection letter that was requested for us to obtain, by the City of Rosenberg.

I am in a small group of friends that is currently under contract and in the Feasibility Period to purchase an undeveloped (+/-) 1 Acre property at 4610 Highway 36 in Rosenberg near the intersection of KC Hall Dr & Hwy 36. We have intentions of developing and operating a retail convenience store with fuel station with direct access on Highway 36.

We own and operate several convenience stores with fuel stations around Houston and the surrounding areas. As an important part of our sales revenue, along with durable goods, food, non-alcoholic beverages, and fuel, we also sell beer and wine. We are applying for a Wine & Beer Retailer's Off-Premise Permit (BQ) to be able to do that. **** See attached print out for all details relating to this permit.

In the application process for this permit, we were made aware the property we are purchasing backs up to the Lamar CISD Ag Barn #1 property located at 1625 Band Rd. *** See attached aerial google map view.

The City of Rosenberg has indicated they would be favorable to our convenience store fuel station being developed and operated at the 4610 Highway 36 location, but they asked that we obtain a "no opposition" letter from the Lamar CISD since this property backs up the Lamar CISD Ag Barn.

We are requesting for you to consider, approve, and allow a designated person to sign our no objection letter at the May 18th monthly meeting. We need a decision to be made at this May 18th meeting, as we have a limited amount of time left in our Feasibility Period for the purchase of the property. *** See attached no opposition letter.

If you approve and sign our no opposition letter we can go forward and obtain our beer and wine permit, and close the sale. If you are not able to approve the signing of the letter at this May 18th meeting, we will have to terminate the contract and not purchase the property.

We intend to operate a nice, clean, and respectable convenience store with fuel station that will service the local area while being a good neighbor in the community.

If you approve of this request but need to make any minor edits to the wording, we are open to review your edits, with approval. Otherwise, we believe the letter meets the objective that the City of Rosenberg has requested. Your favorable and prompt decision will be very appreciated.

Respectfully,

Karim Sabza Ali



Knights of Co

K.C Hall Dr

Cedar Rd

K.C Hall Dr

Pecan Rd

K.C Hall Dr

461 D TX-36,
Rosenberg, TX 77471

N Hwy 36

36

N Hwy 36

American
Legion Post 271

Fort Bend County
Extension Services

Stella Rd

Band Rd

Stella Rd

Band Rd

The Redeemed
Christian Church of...

K's performance shop

Mighty Moose

Cerakote Service

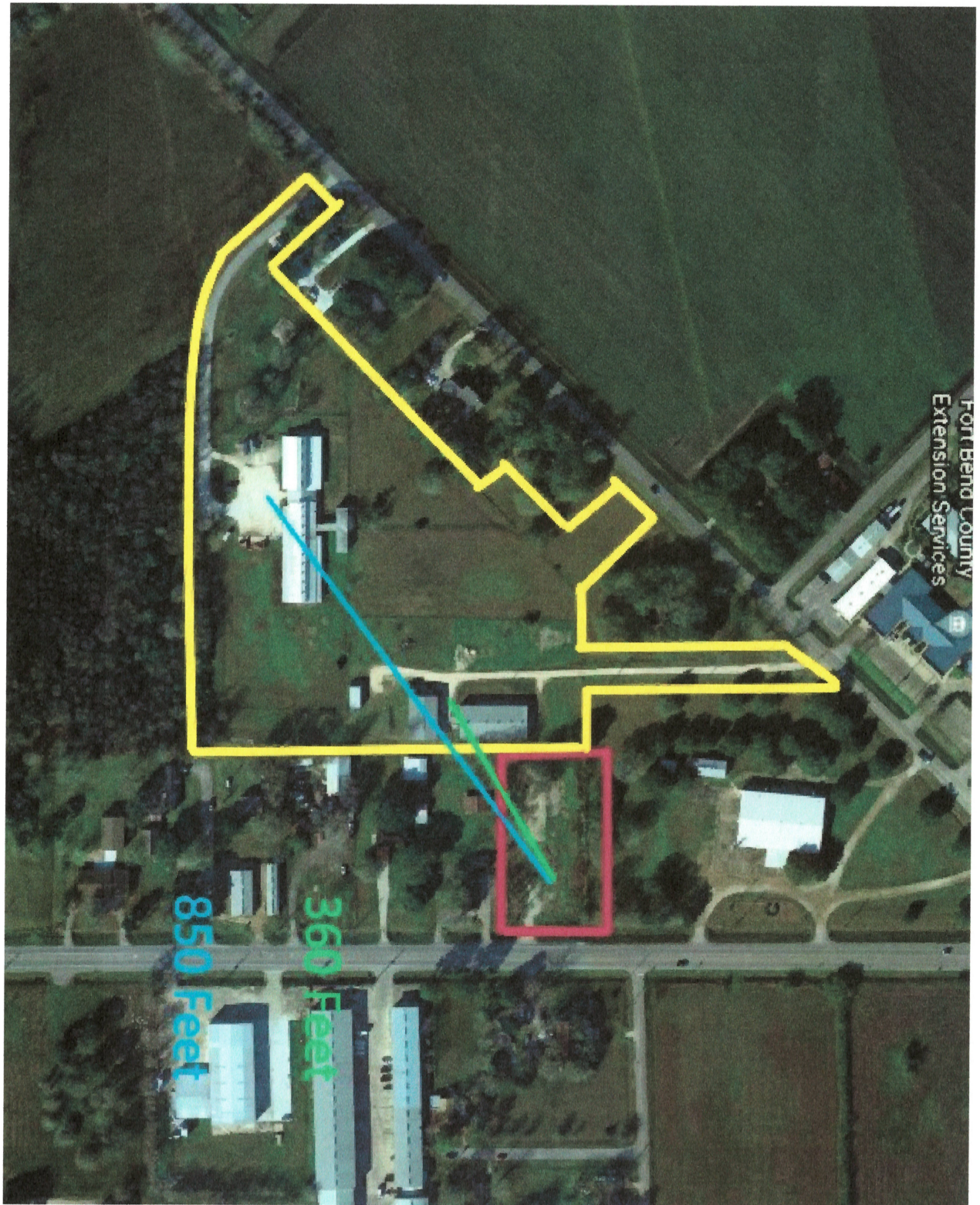
Cedar Creek

Quantum Auto Group
Used car/dealer

Optima Products

Discount Rv, Marine,
and Trailer Repair

Lamar CISD Ag Ban #1



**CONSIDER APPROVAL OF THE 2021-2022 MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2021-2022 school year.

IMPACT/RATIONALE:

Since September 1, 1996, a county with a population greater than 125,000 is required to have a Juvenile Justice Alternative Education Program for expelled youth who are under the jurisdiction of the Juvenile Court. Fort Bend County Alternative School, operational since January 1995, preceded the mandate and this program meets the legislative requirements. The program is funded at \$7,000 per student for 45 students and Lamar, Needville, and Katy ISD's contribute to the Rosenberg program. Participating Districts recoup some of the costs through foundation state funds generated by attendance and contact hours and special education federal funds.

PROGRAM DESCRIPTION:

Lamar CISD has functioned as the fiscal agent for educational components of Fort Bend County Alternative School since January 1995. In January 1997, FBCAS expanded to include Rosenberg and Sugar Land campuses. Since that date, Lamar CISD has served as a fiscal agent for only the Rosenberg campus, a campus that educates students from Lamar CISD, Needville ISD, and a small portion of Katy ISD.

The Fort Bend County provides for the cost of the facility, Youth Specialists, an on-site constable, and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. Fifty (50) students were served during the 2020-2021 school year.

The agreement is attached for Board review.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

MEMORANDUM OF UNDERSTANDING
FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THIS AGREEMENT is made and entered into by and between the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, Chapter 37 of the Texas Education Code requires the creation and operation of a Juvenile Justice Alternative Education Program, hereinafter referred to as “JJAEP”, in Fort Bend County; and

WHEREAS such a JJAEP has been established; and

WHEREAS, Needville Independent School District, hereinafter referred to as “NISD”, and Katy Independent School District, hereinafter referred to as “KISD”, are Member School Districts who desire to continue to participate in the JJAEP; and

WHEREAS, the parties hereto desire to continue the JJAEP currently in existence; and

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

- 1.01 *BOARD Personnel* - Eligible Student’s Probation Officer, Youth Specialist, Program Director, Chief Juvenile Probation Officer, Site Administrator
- 1.02 *Classroom* -Designated rooms at the JJAEP facility located at 3403 Avenue F, Rosenberg, Texas.
- 1.03 *Eligible Students* – Students who have been expelled from school pursuant to the terms of Chapter 37 of the Texas Education Code from a Member School District.
- 1.04 *LAMAR Personnel* - Teachers, Teacher’s Aide, Educational Diagnostician, Counselor and Administrator(s).
- 1.05 *Home School District*-The school district where Eligible Students would ordinarily attend school if not placed in the JJAEP, namely LAMAR, KISD and NISD.

- 1.06 *Member School Districts*- NISD, KISD, LAMAR.
- 1.07 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.
- 1.08 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 *Teacher* - A LAMAR classroom teacher who is certified by the State of Texas and who is assigned to provide educational services at the Fort Bend County JJAEP.
- 1.10 *Teacher's Aide* - A LAMAR classroom teacher's aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

SECTION II **PURPOSE**

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students who reside in Fort Bend County.

SECTION III **TERM**

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until July 31, 2022 or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

SECTION IV **SERVICES PROVIDED BY LAMAR**

- 4.01 Services provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County JJAEP.

- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.
- 4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:
- A. Teachers
 - B. Teacher's Aide
 - C. Special Counselors
 - D. Educational Diagnosticians
 - E. Instructional Specialists
 - F. Education Administrators/ Special Education Director
- 4.04 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.
- 4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.
- 4.06 Home School Districts will continue to be responsible for conducting all Admission Review and Dismissal committees (ARDs), and Language Proficiency Assessment Committee (LPACs) and/or other meetings required by law.
- 4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the Lamar Consolidated Independent School District.
- 4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.
- 4.09 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.

- 4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.
- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. BOARD personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."

SECTION V
RESPONSIBILITIES OF THE BOARD

- 5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Eligible Student's Probation Officer
 - B. Youth Specialist
 - C. Site Administrator
 - D. JJAEP Program Director
 - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records

and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state timelines.

- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
 - B. Class to take place in the classrooms and shop area of JJAEP facility.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JJAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

SECTION VI
RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2021 to reserve a seat for the 2021-2022 school year.

- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.
- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

SECTION VII
DATA PRIVACY

- 7.01 The use or disclosure by any party of information concerning an Eligible Student in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited, except on written consent of such Eligible Student and/or his or her parents or guardian, or his/her attorney.
- 7.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VIII
ASSIGNMENTS

- 8.01 This Agreement is not assignable by any party.

SECTION IX
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- 9.01 It is agreed by the parties that at all times and for all purposes hereunder, LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.
- 9.02 It is agreed by the parties that at all times and for all purposes hereunder, BOARD personnel are not employees of LAMAR. No statement contained in this Agreement shall

be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

- 9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION X **SEVERABILITY**

- 10.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XI **SERVICES NOT PROVIDED FOR**

- 11.01 Services provided by LAMAR not specifically provided in this Agreement shall not be allowed by BOARD.
- 11.02 LAMAR shall not perform any work or furnish any materials not covered by this Agreement, unless approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.
- 11.03 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII
SHARING OF INFORMATION

- 12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile criminal history record information regarding Eligible Students of LAMAR and the Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.
- 12.02 LAMAR and the Member School Districts shall, upon an Eligible Student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public-school district when a student transfers, including but not limited to:
- (1) the Student's name, date of birth, and grade level
 - (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in the course);
 - (3) notice of expulsion, where relevant
 - (4) special education, Section 504 records and/or LPAC's, if any;
 - (5) transcript;
 - (6) the student's state assessment data, if applicable;
 - (7) the student's previous year's attendance record;
 - (8) the student's current attendance records, immunization records, and emergency contact information
- 12.03 Upon written request from the Member School District Superintendent, the BOARD shall provide the information including, but not limited to:
- (1) court ordered placing Eligible Student in the JJAEP
 - (2) probation officer's name
 - (3) offense for which Eligible Student is placed in JJAEP and the location of the offense;
 - (4) length of time assigned to JJAEP

(5) disposition of charges against Eligible Student

(6) court order releasing Eligible Student from JJAEP; and

(7) Notice of withdrawal from JJAEP.

12.04 Any juvenile criminal history information shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, “appropriate school personnel” is defined to include superintendent, principals, school psychologists, social workers, and counselors from a Member School District.

12.05 Juvenile criminal history information shall be kept confidential; in a secured area separate from Eligible Student’s other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the Eligible Student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

SECTION XIII **COMPLIANCE WITH LAWS AND REGULATIONS**

13.01 In conjunction with this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. LAMAR will ensure that any state mandated testing processes required by TEA would be conducted as required as provided by state law. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

SECTION XIV **SUSPENSION OF STUDENTS**

14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:

- Having a positive drug test
- Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XV
NOTICE

15.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Teana Watson
Juvenile Board Chair
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Mr. Curtis Rhodes, Superintendent
P.O. Box 412
Needville, TX 77461

Notice to KISD shall be delivered to: Kenneth Gregorski, Superintendent
6301 South Stadium Lane
Katy, TX 77494

SECTION XVI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

16.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: _____
Honorable Teana Watson, Juvenile Board Chair

Date: _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

APPROVED AS TO FORM AND SUBSTANCE:

NEEDVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
Curtis Rhodes, Superintendent

Date: _____

KATY INDEPENDENT SCHOOL DISTRICT

By: _____
Kenneth Gregorski, Superintendent

Date: _____

**CONSIDER APPROVAL OF THE 2021-2022 AGREEMENT FOR EDUCATIONAL
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2021-2022 school year.

IMPACT/RATIONALE:

Funding to support educational services at the Detention Center is obtained from state compensatory education funds, foundation funds earned from attendance, special education funding, and Title I, Part D neglected/delinquent funds.

PROGRAM DESCRIPTION:

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 200 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that have been alleged to have committed a crime in the County can be detained, and the majority of these youth reside in Fort Bend County. The average length of stay is 25-30 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. The recommended agreement for the 2021-2022 school year is the same as the current one and is attached for Board review.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

- 1.01 *BOARD Personnel* - Student's Probation Officer, Director of Detention, Juvenile Supervision Officer, Chief Juvenile Probation Officer.
- 1.02 *Classroom* -A designated room at the juvenile detention facility.
- 1.03 *Eligible Children* - Children from the ages of 10 through 17, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.

- 1.04 *Home School* - The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.
- 1.05 *LAMAR Personnel* - Teachers, Teacher's Aide, Educational Diagnostician, Counselor, Instructional Specialist, Special Programs and Project Directors. Program Supervisors and Special Education Director.
- 1.06 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.
- 1.07 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, mathematics, science, social studies and living skills, and drug education.
- 1.08 *Teacher* - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.
- 1.09 *Teacher's Aide* - A LAMAR classroom teacher's aide meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County Juvenile Detention Facility.

SECTION II

PURPOSE

- 2.01 The purpose of this Agreement is to make educational services available to eligible children.
- 2.02 LAMAR intends to provide educational services to eligible children at no expense to the BOARD or LAMAR taxpayers.

SECTION III

TERM

- 3.01 The term of this Agreement shall commence on August 1, 2021 and end on July 31, 2022, unless sooner terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15, 2022, and renewal will be considered by LAMAR.

SECTION IV

SERVICES PROVIDED BY LAMAR

- 4.01 Services to be provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility.
- 4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.
- 4.03 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend County Juvenile Detention Facility:
- A. Teachers
 - B. Teacher's Aide
 - C. Special Counselors
 - D. Educational Diagnosticians
 - E. (Instructional Specialists) Program Supervisors
 - F. Education Administrator/Special Education Director
- 4.04 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in LAMAR CISD.
- 4.05 In providing educational services, LAMAR will use District textbooks, materials, and assignments, unless they are provided by the home school for short-term placements.
- 4.06 LAMAR will provide four (4) teachers and one (1) teacher's aide for the regularly scheduled school day.
- 4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately, and crisis can be prevented.

- 4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.
- 4.10 LAMAR personnel will communicate with the student's home school to clarify any questions that arise, with regard to the provision of educational services, particularly to facilitate re-entry.

SECTION V

RESPONSIBILITIES OF THE BOARD

- 5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.
- 5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Student's Probation Officer
 - B. Director of Detention
 - C. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.
- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:
 - A. Minimum of one (1) juvenile supervision officer present at all times.
 - B. Class will take place in the classrooms.

- 5.05 The BOARD, acting by and through its Director of Detention, will provide for student movement to and from classes in accordance with mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its Director of Detention, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its Director of Detention, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.09 If a student is to remain in detention after their detention hearing, the Chief Juvenile Probation Officer or representative will notify LAMAR personnel so necessary District enrollment can take place.
- 5.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with Lamar CISD classroom rules and regulations. Detention Staff, at the request of the teacher, will remove those students not complying with classroom rules.

SECTION VI

DATA PRIVACY

- 6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.
- 6.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VII
ASSIGNMENTS

7.01 This Agreement is not assignable by any party.

SECTION VIII
INDEPENDENT CONTRACTOR/NO CO--P ARTNERSHIP

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD is not an employee(s) of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION IX
SEVERABILITY

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of

such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION X

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XI

SERVICES NOT PROVIDED FOR

- 11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.
- 11.02 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII

COMPLIANCE WITH LAWS AND REGULATIONS

12.01 In providing all services pursuant to this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement

immediately upon delivery of written notice of termination to the other party.

SECTION XIII

NOTICE

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Teana Watson
Juvenile Board Chair
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: _____
Honorable Teana Watson, Juvenile Board Chair

Date: _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

**CONSIDER ADOPTION OF THE MORGAN
ELEMENTARY SCHOOL MASCOT AND SCHOOL COLORS**

RECOMMENDATION:

That the Board of Trustees approve Panthers as the mascot and purple, white, and grey as the school colors for Morgan Elementary School.

IMPACT/RATIONALE:

Feedback was gathered from students and their parents zoned to Morgan Elementary School after a virtual meeting with the principal. Students and parents were able to choose from 3 suggested mascots designed by Lamar CISD Graphic Arts. Following the presentation, students and parents were able to submit their vote.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Diane Parks, Assistant Superintendent of Elementary Education
Brian Gibson, Principal, Morgan Elementary School

Recommended for approval:



Dr. Thomas Randle
Superintendent

Dear Morgan Elementary Parents and Students,

Thank you for being part of the school colors and mascot selection process. It excites me to know we are building history together as we open the 2nd elementary school in Fulshear, TX!

As a reminder, each mascot option has set color choices that go with that particular mascot option. The options are:

The Morgan Elementary Panthers: Purple, White, Gray

The Morgan Elementary Broncos: Navy Blue, White, Gray

The Morgan Elementary Cardinals: Maroon, White, and Gray

The mascot and school colors selection survey has been emailed to all Morgan Elementary parents. Parents and students will be allowed to vote. Make sure you have your child's (children's) student ID(s) handy. Student IDs must be entered on the survey for the student's vote to be considered valid. You can locate your student's ID number in Family Access.

*If parents have an incoming Pre-K or Kindergarten student, they will be able to indicate their grade level on the survey. Their vote can be validated once the registration process is complete. ***Don't forget the window for PreK and Kindergarten Round-Up for the 2021-2022 school year will be from April 19th to May 7th.*** Feel free to pass this information along to any **new families** that won't have an older sibling attending Morgan Elementary next year.

The survey will have sections for students and parents to vote. Make it a fun family discussion when voting! The survey closes **Friday, April 9th at 6:00 p.m.**

Thank you for being a huge part of Morgan Elementary history!

Sincerely,

Brian Gibson, Principal

Fletcher Morgan Jr. Elementary

**Fletcher Morgan
Jr. Elementary**

Tel: 832-223-6200

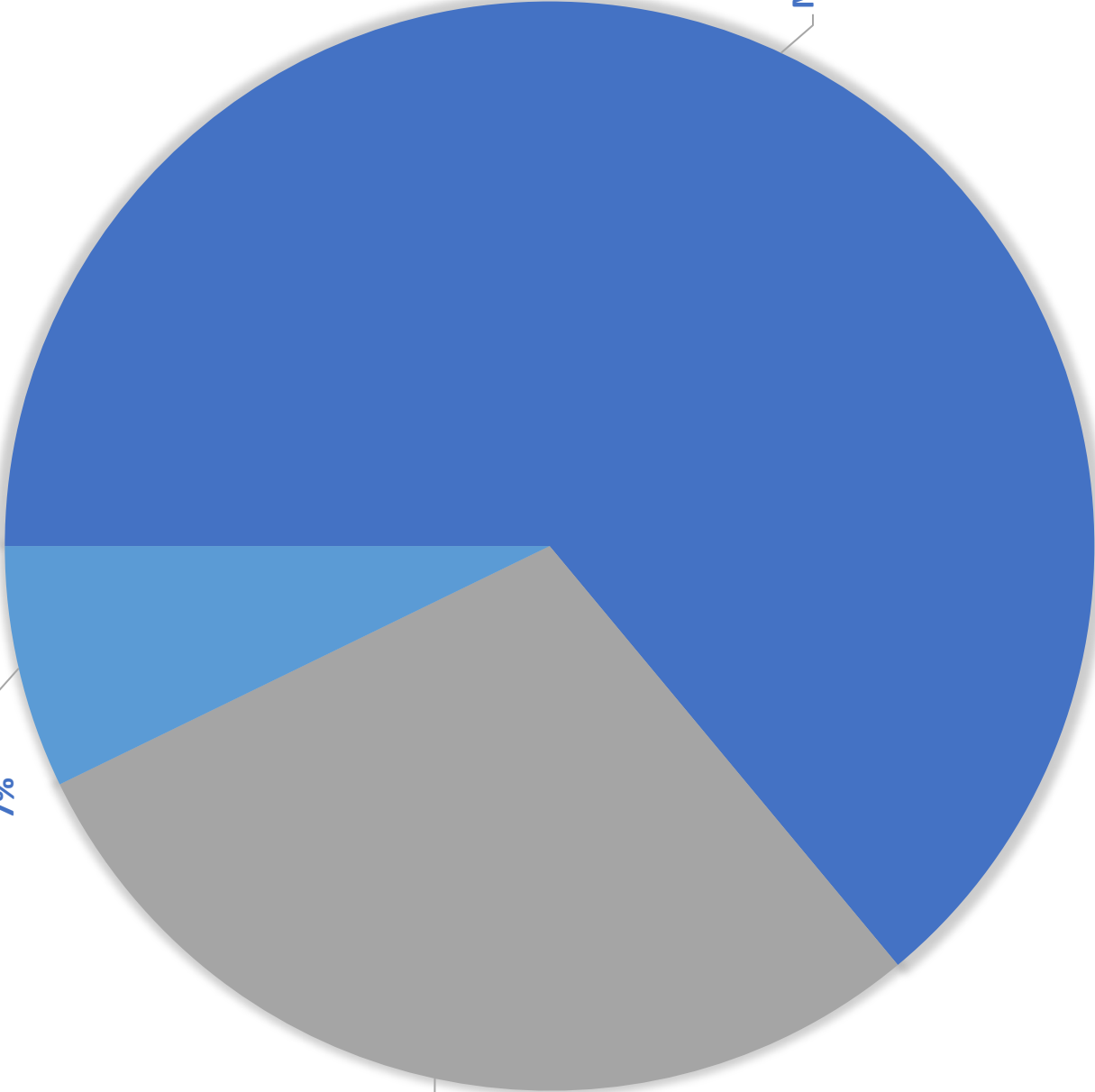
32720 Farm to Market 1093
Fulshear, TX 77441

MORGAN MASCOT SURVEY RESULTS-PARENTS AND STUDENTS

Morgan Elementary

Cardinals

7%



Morgan Elementary

Panthers

64%

Morgan Elementary

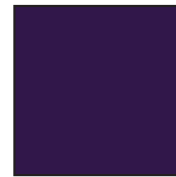
Broncos

29%



MORGAN ELEMENTARY PANTHERS

AgencyFB-BoldWide font



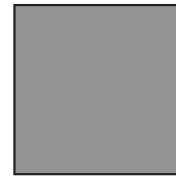
Dk Purple

RGB 50,25,76
CMYK 89,100,37,38
Hex # 321194C



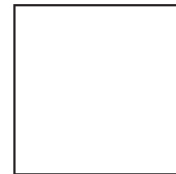
Lt Purple

RGB 123,87,164
CMYK 60,77,0,0
Hex # 7B57A4



Gray

RGB 147,146,147
CMYK 45,37,37,2
Hex # 939293



White

RGB 255,255,255,
CMYK 0,0,0,0
Hex # FFFFFFFF

CONSIDER APPROVAL OF DISTRICTWIDE IPAD REFRESH

RECOMMENDATION:

That the Board of Trustees approve Apple Inc. to provide iPads and cases in the amount of \$627,157.00 for the districtwide iPad refresh project.

IMPACT/RATIONALE:

The District needs 1,462 iPads and cases to finish the refresh project begun in the spring of 2020. These will replace aging, end-of-life devices which no longer meet District requirements and will no longer be supported by Apple.

PROGRAM DESCRIPTION:

Apple offers iPads and cases through a DIR contract. This project will be funded from 2017 Bond funds dedicated to iPad refresh.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer
Robin Stone-Loftin, Director of Technology Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

Apple Inc. Education Price Quote

Customer:	David Jacobson LAMAR CONSOLIDATED ISD TX DIR- ADMIN BLDG-ACCTG email: djacobson@lccisd.org	Apple Inc:	Wade Hoelting 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746817 email: whoelting@apple.com
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Apple Quote: 2210205419

Quote Date: Tuesday, May 11, 2021

Quote Valid Until: Thursday, June 03, 2021

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	Personalized 10.2-inch iPad Wi-Fi 128GB - Space Gray (10-pack) Part Number PYLX2LL/A Engraving: Property of Lamar CISD	1,460	\$394.00	\$0.00	\$394.00	\$575,240.00
2	Personalized 10.2-inch iPad Wi-Fi 128GB - Space Gray Part Number PYLD2LL/A Engraving: Property of Lamar CISD	2	\$399.00	\$0.00	\$399.00	\$798.00
3	STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with built-in holder for Apple Pencil - Black - Special 10-pack pricing Part Number BPG22LL/A STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with built-in holder for Apple Pencil - Black Part Number: HNU02ZM/A Quantity: 1,460	146	\$349.50	\$0.00	\$34.95	\$51,027.00
4	STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with	2	\$46.00	\$0.00	\$46.00	\$92.00

**built-in holder for Apple Pencil –
Black**

Part Number HNU02ZM/A

Extended EDU List Price Total	\$627,157.00
Total Discount	\$0.00
Extended Discounted Price Subtotal	\$627,157.00
– Additional Tax	\$0.00
– Estimated Tax	\$0.00
Extended Discounted Total Price*	\$627,157.00

*In most cases Extended discounted Total price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210205419. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
- APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Thursday, June 03, 2021 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.

- o APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000004433640

<https://ecommerce.apple.com>

Fax:

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)
Copyright © 2016 Apple Inc. All rights reserved.

Document rev 10.6.1

Date of last revision - June 20th, 2016

CONSIDER APPROVAL OF DISTRICTWIDE COMPUTER REFRESH

RECOMMENDATION:

That the Board of Trustees approve Dell to provide services, hardware, and software and CDWG to provide software to facilitate the districtwide Computer Refresh project in the amount of \$755,570.80.

IMPACT/RATIONALE:

In July and August of 2020, the District purchased 8,000 student laptops to accommodate virtual learners in need of devices. These laptops were distributed to campuses to check out. As they are returned to the campuses, they need carts to store, charge, and manage the laptops. In addition, 24 laptops need to be refreshed for CTE at George Ranch High School.

PROGRAM DESCRIPTION:

The 267 carts at \$671,521.02 plus a 10% contingency of \$67,152.10 totals \$738,673.12. The 24 CTE laptops from Dell costs a total of \$15,868.80. The KACE licenses for the 24 laptops costs \$843.60. The total from Dell is \$755,385.52. For the 24 laptops, the BitDefender licenses cost \$102.96 and the Lightspeed licenses cost \$82.32. The total from CDWG is \$185.28.

Dell offers hardware, software and services through a DIR contract. Dell will provide comprehensive and turn-key services for all proposed system hardware, software and ancillary products, including all costs for warranty, maintenance, project management and hardware deployment. CDWG provides software through a TIPS contract. This project will be funded from 2011, 2014 and 2017 bond funds dedicated to laptop carts and computer refresh.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer
Robin Stone-Loftin, Director of Technology Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000085546081.1	Sales Rep	Ashley Delgado
Total	\$671,521.02	Phone	(800) 456-3355, 6180443
Customer #	104697118	Email	Ashley_Delgado@Dell.com
Quoted On	May. 10, 2021	Billing To	FINANCE DEPT
Expires by	Jun. 09, 2021		LAMAR CISD
Deal ID	16059741		3911 AVE I
			ROSENBERG, TX 77471-3901

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Ashley Delgado

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT LAMAR CISD 4907 AVE I ROSENBERG, TX 77471-3465 (832) 223-0173	Standard Delivery

Product	Unit Price	Quantity	Subtotal
NETGEAR GS348 Switch Unmanaged - 48 x 10/100/1000 - Desktop, Rack-Mountable - AC 110/240 V	\$301.72	267	\$80,559.24
Dell 30-unit Cart Slide-In Docking Kit for Latitude 3300 / 3310 Laptops	\$425.00	267	\$113,475.00
Dell Network Ready Charging Cart 30 Devices	\$1,610.00	267	\$429,870.00
Dell Services	\$178.34	267	\$47,616.78

Subtotal:	\$671,521.02
Shipping:	\$0.00
Non-Taxable Amount:	\$671,521.02
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$671,521.02

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVING DEPT
LAMAR CISD
4907 AVE I
ROSENBERG, TX 77471-3465
(832) 223-0173

Shipping Method

Standard Delivery

	Quantity	Subtotal
NETGEAR GS348 Switch Unmanaged - 48 x 10/100/1000 - Desktop, Rack-Mountable - AC 110/240 V	267	\$80,559.24

Estimated delivery if purchased today:
May. 25, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
NETGEAR GS348 Switch Unmanaged - 48 x 10/100/1000 - Desktop, Rack-Mountable - AC 110/240 V	AA084444	-	267	-

	Quantity	Subtotal
Dell 30-unit Cart Slide-In Docking Kit for Latitude 3300 / 3310 Laptops	267	\$113,475.00

Estimated delivery if purchased today:
May. 19, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 30-unit Cart Slide-In Docking Kit for Latitude 3300 / 3310 Laptops	409-BCVF	-	267	-

	Quantity	Subtotal
Dell Network Ready Charging Cart 30 Devices	267	\$429,870.00

Estimated delivery if purchased today:
Jun. 21, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Network Ready Charging Cart - 30 Devices CT30N181	210-ANTU	-	267	-
5Y Mechanical,3Y Electrical,1Y Cable.For technical support or service, call 800-888-8458 or visit www.ergotron.com/dell	812-9944	-	267	-
Thank you for your order	973-2746	-	267	-

	Quantity	Subtotal
Dell Services	267	\$47,616.78

Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Services	935-0179	-	267	-

Subtotal:	\$671,521.02
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$671,521.02
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



You have saved an eQuote 1001848069362

An eQuote is now saved in your Dell Online Store. This will be held for 30 days and will expire on 05/28/2021

Your eQuote has been sent to:

Emailed to: amy.herrera@lcsid.org amy.herrera@lcsid.org

To retrieve this eQuote

Login to Premier Sign in to Lamar CISD RC966606 Click on "Quotes" in the top menu bar and search for eQuote number 1001848069362

eQuote Name Amy Herrera
Saved By amy.herrera@lcsid.org
eQuote Description
Authorized Buyer
Notes/Comments
Account Name Lamar CISD RC966606
Contract Code C000000006841
Contract Code 48ABO

Shipping Info
CENTRAL WAREHOUSE
4907 Avenue I
Rosenberg, TX 77471-3465
(832) 223-0200

Billing Info
FINANCE DEPT
3911 AVE I
ROSENBERG, TX 77471

eQuote Summary

Table with 4 columns: Description, Quantity, Unit Price, Subtotal. Row 1: Latitude 3310, 24, \$661.20, \$15,868.80

Summary table with 2 columns: Description, Amount. Rows: eQuote Subtotal (\$15,868.80), Shipping* (\$0.00), Shipping Discount* (\$0.00), Tax* (\$0.00), Environmental Disposal Fee* (\$0.00)

eQuote Total* \$15,868.80

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000080120061.1	Sales Rep	David Felix
Total	\$35.15	Phone	(800) 456-3355, 7236744
Customer #	104697118	Email	David_Felix@Dell.com
Quoted On	Mar. 03, 2021	Billing To	FINANCE DEPT
Expires by	Jul. 31, 2021		LAMAR CISD
			3911 AVE I
			ROSENBERG, TX 77471-3901

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Felix

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT LAMAR CISD 4907 AVE I ROSENBERG, TX 77471-3465 (832) 223-0173	Standard Delivery

Product	Unit Price	Quantity	Subtotal
LAMAR CISD QUEST KACE SYS MGMT ADDTL MGD COMP EDU 24X7 MNT RNWL	\$6.64	1	\$6.64
LAMAR CISD QUEST KACE SYS DEPL MGD COMP EDU LIC 24X7 MNT	\$7.48	1	\$7.48
LAMAR CISD QUEST KACE SYS MGMT MGD COMP EDU LIC 24X7 MNT	\$17.67	1	\$17.67
LAMAR CISD QUEST KACE SYS DEPL ADDTL MGD COMP EDU 24X7 MNT RNWL	\$3.36	1	\$3.36

Subtotal:	\$35.15
Shipping:	\$0.00
Non-Taxable Amount:	\$35.15
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$35.15
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVING DEPT
LAMAR CISD
4907 AVE I
ROSENBERG, TX 77471-3465
(832) 223-0173

Shipping Method

Standard Delivery

LAMAR CISD QUEST KACE SYS MGMT ADDTL MGD COMP EDU 24X7 MNT RNWL	\$6.64	Quantity 1	Subtotal \$6.64
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Estimated delivery if purchased today:
Mar. 12, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
LAMAR CISD QUEST KACE SYS MGMT ADDTL MGD COMP EDU 24X7 MNT RNWL	AB552402	-	1	-

LAMAR CISD QUEST KACE SYS DEPL MGD COMP EDU LIC 24X7 MNT	\$7.48	Quantity 1	Subtotal \$7.48
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Estimated delivery if purchased today:
Apr. 08, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
LAMAR CISD QUEST KACE SYS DEPL MGD COMP EDU LIC 24X7 MNT	AB550455	-	1	-

LAMAR CISD QUEST KACE SYS MGMT MGD COMP EDU LIC 24X7 MNT	\$17.67	Quantity 1	Subtotal \$17.67
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Estimated delivery if purchased today:
Apr. 08, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
LAMAR CISD QUEST KACE SYS MGMT MGD COMP EDU LIC 24X7 MNT	AB550452	-	1	-

LAMAR CISD QUEST KACE SYS DEPL ADDTL MGD COMP EDU 24X7 MNT RNWL	\$3.36	Quantity 1	Subtotal \$3.36
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Estimated delivery if purchased today:
Apr. 08, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
LAMAR CISD QUEST KACE SYS DEPL ADDTL MGD COMP EDU 24X7 MNT RNWL	AB550464	-	1	-

Subtotal:	\$35.15
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$35.15

Important Notes

Terms of Sale

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

QUOTE CONFIRMATION



DEAR DAVID JACOBSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWZQ192	2/8/2021	BITDEFENDER	4638123	\$4.29

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
BITDEFENDER GZ BUS SEC	1	5904686	\$4.29	\$4.29
Mfg. Part#: 2759ZZBSU360GLZZ Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)				

PURCHASER BILLING INFO		SUBTOTAL	\$4.29
Billing Address: LAMAR CONSOLIDATED SCHOOL DISTRICT ACCTS PAYABLE 3911 AVENUE I STE 211 ROSENBERG, TX 77471-3901 Phone: (281) 341-3100 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$4.29
		DELIVER TO Shipping Address: LAMAR CONSOLIDATED SCHOOL DISTRICT 4907 AVENUE I ROSENBERG, TX 77471-3465 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Mike LaRocco	(866) 229-6142	miclaro@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
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QUOTE CONFIRMATION



DEAR DAVID JACOBSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWZQ275	2/8/2021	RELAY ADD ON- 700	4638123	\$3.43

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lightspeed Filter - subscription license (1 year) - 1 license	1	6377907	\$3.43	\$3.43
Mfg. Part#: FLTR-1				
Electronic distribution - NO MEDIA				
Contract: TIPS Technology Solutions Products and Services (200105)				

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

PURCHASER BILLING INFO	SUBTOTAL	\$3.43
Billing Address: LAMAR CONSOLIDATED SCHOOL DISTRICT ACCTS PAYABLE 3911 AVENUE I STE 211 ROSENBERG, TX 77471-3901 Phone: (281) 341-3100 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$3.43
	DELIVER TO Shipping Address: LAMAR CONSOLIDATED SCHOOL DISTRICT 4907 AVENUE I ROSENBERG, TX 77471-3465 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Mike LaRocco		(866) 229-6142		miclaro@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
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CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as appraisers.

Carrie Yanta

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney De La Torre, Lead Staffing Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: DIGITAL SCHOLARS PROGRAM

The Digital Scholars Program is an application- based District virtual learning opportunity for 9 – 12 grade students for the 2021-2022 School Year pending full ADA funding from TEA, appropriate legislative support and student interest. A final decision regarding implementation of this program will be made by mid-June.

This is not intended to be a COVID response, but a program that provides an additional pathway for a high school diploma. Lessons will be delivered in a variety of formats. However, based on virtual instruction from Spring 2020 and the 20/21 school year, most lessons will be taught in a live virtual setting, as is consistent with an on-campus student learning experience. Asynchronous learning opportunities will also be a consistent element in virtual instruction including opportunities for skill practice, assessment, and student collaboration. In most classes, courses are not stand-alone online courses that allow students to work ahead.

Student Eligibility

- No more than 10 unexcused absences in the 2020-2021 school year
- Possess the proper credits required to qualify for the applied grade level (9, 10, 11 or 12)
- Attendance and participation in daily mandatory synchronous learning opportunities with assigned teachers, as well as complete asynchronous assignments or asynchronous learning opportunities as scheduled, i.e. TXVSN
- Commit to virtual learning for an entire semester
- Be available to report to a District facility for state and local testing as assigned
- Teacher or administrator recommendation
- Additional consideration may include behavior and discipline history

Note: Students will not be able to participate in athletics or performing arts. UIL high school athletics and performing arts are competitive in nature and there is a necessity for skill development during athletic or performing arts class periods and absences from these classes could have negative impacts to the entire program. Further, a mass number of students transitioning from virtual instruction to the appropriate athletic or performing art periods throughout the day pose multiple safety concerns at the campus level and in virtual student travel.

Instruction/Classes

- Teachers will apply to teach in the Digital Scholars Program and will not teach both virtual and on campus at the same time.
- Most teachers will teach synchronously, which includes live, direct teaching with some instruction and learning experiences being independent, self-paced assignments through the Canvas Learning Management System or TXVSN.
- The Texas Virtual School Network and/or other delivery platforms will be used for some electives, acceleration purposes and as needed for graduation pathway/endorsement coursework.
- The entire LCISD catalog of classes will not be available to students and will focus on the most common core content and elective classes. Additional elective classes could be offered based on a graduation plan and is dependent on course enrollment and staffing.

Resource Person: Dr. Terri Mossige, Chief Academic Officer

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF APRIL 30, 2021)**

- Exhibit "A" gives the LCISD collections made during the month of April 30, 2021.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2020 through August 31, 2021.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2020-21 roll as compared to prior years. Through April 30, 2021, LCISD had collected 97.6 % of the 2020-21 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2020-2021.
- 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
April 2021

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund		General Fund P & I &		Debt Service	
					Taxes Paid	Taxes Paid	Collection Fees	Taxes Paid	Collection Fees	
20	\$ 1,937,050.65	\$ 166,623.34	\$ 11,603.31	\$ 2,115,277.30	\$ 1,402,839.15	\$ 132,274.02	\$ 534,211.50	\$ 45,952.63	\$ -	\$ -
19	\$ 58,685.10	\$ 18,833.89	\$ 16,827.40	\$ 94,346.39	\$ 43,124.61	\$ 30,667.50	\$ 15,560.49	\$ 4,993.79	\$ -	\$ -
18	\$ (1,940.75)	\$ 5,071.54	\$ 3,206.66	\$ 6,337.45	\$ (1,479.99)	\$ 7,074.12	\$ (460.76)	\$ 1,204.08	\$ -	\$ -
17	\$ 6,665.15	\$ 3,123.87	\$ 1,857.10	\$ 11,646.12	\$ 4,986.96	\$ 4,194.41	\$ 1,678.19	\$ 786.56	\$ -	\$ -
16	\$ 6,052.48	\$ 2,414.23	\$ 1,107.09	\$ 9,573.80	\$ 4,528.53	\$ 2,913.43	\$ 1,523.95	\$ 607.89	\$ -	\$ -
15	\$ 5,192.49	\$ 2,015.37	\$ 566.03	\$ 7,773.89	\$ 3,885.07	\$ 2,073.95	\$ 1,307.42	\$ 507.45	\$ -	\$ -
14	\$ 2,453.80	\$ 1,455.64	\$ 772.96	\$ 4,682.40	\$ 1,835.94	\$ 1,862.08	\$ 617.86	\$ 366.52	\$ -	\$ -
13	\$ 1,553.65	\$ 727.81	\$ 456.29	\$ 2,737.75	\$ 1,162.45	\$ 1,000.85	\$ 391.20	\$ 183.25	\$ -	\$ -
12	\$ 359.52	\$ 225.42	\$ 18.48	\$ 603.42	\$ 268.99	\$ 187.14	\$ 90.53	\$ 56.76	\$ -	\$ -
11	\$ 46.06	\$ 55.31	\$ 19.53	\$ 120.90	\$ 33.80	\$ 60.11	\$ 12.26	\$ 14.73	\$ -	\$ -
10	\$ 42.98	\$ 58.02	\$ 20.20	\$ 121.20	\$ 32.13	\$ 63.57	\$ 10.85	\$ 14.65	\$ -	\$ -
09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
06	\$ 19.28	\$ 24.34	\$ 5.51	\$ 49.13	\$ 16.57	\$ 26.43	\$ 2.71	\$ 3.42	\$ -	\$ -
05	\$ 11.97	\$ 23.35	\$ 7.07	\$ 42.39	\$ 10.58	\$ 27.70	\$ 1.39	\$ 2.72	\$ -	\$ -
04	\$ 93.51	\$ 193.57	\$ 57.42	\$ 344.50	\$ 82.63	\$ 228.45	\$ 10.88	\$ 22.54	\$ -	\$ -
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99 & prior	\$ 49.65	\$ 106.25	\$ 15.94	\$ 171.84	\$ 45.90	\$ 114.17	\$ 3.75	\$ 8.02	\$ -	\$ -
Totals	\$ 2,016,335.54	\$ 200,951.95	\$ 36,540.99	\$ 2,253,828.48	\$ 1,461,373.32	\$ 182,767.93	\$ 554,962.22	\$ 54,725.01	\$ -	\$ -

Lamar Consolidated ISD
 Tax Collections
 September 1, 2020–August 31, 2021
 (Year-To-Date)

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 4/30/2021
20	\$ 235,298,139.34	\$ 3,264,872.62	\$ 238,563,011.96	\$ 232,874,636.79	\$ 596,734.00	\$ 24,854.55	\$ 233,496,225.34	\$ 5,688,375.17
19	\$ 2,238,716.48	\$ (263,392.21)	\$ 1,975,324.27	\$ 842,860.45	\$ 230,353.85	\$ 233,095.59	\$ 1,306,309.89	\$ 1,132,463.82
18	\$ 777,233.71	\$ (152,240.49)	\$ 624,993.22	\$ 28,158.12	\$ 52,608.91	\$ 36,747.35	\$ 117,514.38	\$ 596,835.10
17	\$ 479,183.76	\$ 25,862.15	\$ 505,045.91	\$ 124,475.67	\$ 29,597.27	\$ 16,775.23	\$ 170,848.17	\$ 380,570.24
16	\$ 350,011.80	\$ 10,262.34	\$ 360,274.14	\$ 84,800.77	\$ 20,560.97	\$ 9,820.54	\$ 115,182.28	\$ 275,473.37
15	\$ 252,679.32	\$ (101,125.78)	\$ 151,553.54	\$ (54,073.48)	\$ 13,291.50	\$ 4,540.88	\$ (36,241.10)	\$ 205,627.02
14	\$ 194,346.73	\$ (117,714.37)	\$ 76,632.36	\$ (85,135.16)	\$ 9,693.69	\$ 4,309.57	\$ (71,131.90)	\$ 161,767.52
13	\$ 167,816.87	\$ (640.81)	\$ 167,176.06	\$ 27,555.08	\$ 4,989.80	\$ 2,004.08	\$ 34,548.96	\$ 139,620.98
12	\$ 161,649.09	\$ 6,279.42	\$ 167,928.51	\$ 24,779.74	\$ 4,767.04	\$ 1,495.89	\$ 31,042.67	\$ 143,148.77
11	\$ 155,202.46	\$ 6,712.52	\$ 161,914.98	\$ 16,346.96	\$ 3,901.23	\$ 1,066.38	\$ 21,314.57	\$ 145,568.02
10	\$ 144,657.40	\$ 2,026.07	\$ 146,683.47	\$ 10,821.02	\$ 3,943.86	\$ 137.78	\$ 14,902.66	\$ 135,862.45
09	\$ 79,838.41	\$ -	\$ 79,838.41	\$ 10,323.26	\$ 4,349.60	\$ 993.23	\$ 15,666.09	\$ 69,515.15
08	\$ 62,515.38	\$ -	\$ 62,515.38	\$ 4,405.15	\$ 4,346.65	\$ 199.48	\$ 8,951.28	\$ 58,110.23
07	\$ 55,818.21	\$ -	\$ 55,818.21	\$ 4,635.63	\$ 5,018.11	\$ 293.97	\$ 9,947.71	\$ 51,182.58
06	\$ 60,890.17	\$ -	\$ 60,890.17	\$ 5,685.47	\$ 6,604.34	\$ 308.99	\$ 12,598.80	\$ 55,204.70
05	\$ 115,006.58	\$ -	\$ 115,006.58	\$ 7,157.06	\$ 9,663.33	\$ 2,117.08	\$ 18,937.47	\$ 107,849.52
04	\$ 31,884.63	\$ -	\$ 31,884.63	\$ 6,941.74	\$ 9,971.21	\$ 2,074.98	\$ 18,987.93	\$ 24,942.89
03	\$ 23,235.40	\$ -	\$ 23,235.40	\$ 1,961.01	\$ 3,593.29	\$ 680.87	\$ 6,235.17	\$ 21,274.39
02	\$ 12,037.97	\$ -	\$ 12,037.97	\$ 830.75	\$ 1,861.05	\$ 380.74	\$ 3,072.54	\$ 11,227.22
01	\$ 11,292.25	\$ -	\$ 11,292.25	\$ 855.05	\$ 2,016.93	\$ 418.96	\$ 3,290.94	\$ 10,437.20
00	\$ 11,496.86	\$ -	\$ 11,496.86	\$ 777.06	\$ 1,919.85	\$ 391.99	\$ 3,088.90	\$ 10,719.80
99 & prior	\$ 14,398.55	\$ -	\$ 14,398.55	\$ 117.97	\$ 235.34	\$ 31.38	\$ 384.69	\$ 14,280.58
Totals	\$ 240,698,071.37	\$ 2,680,901.46	\$ 243,378,972.83	\$ 233,938,916.11	\$ 1,020,021.82	\$ 342,739.51	\$ 235,301,677.44	\$ 9,440,056.72

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

MONTH	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10
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%	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
NOV	1.0%	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%
DEC	53.8%	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%
JAN	80.8%	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%
FEB	94.8%	95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%
MAR	96.7%	96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%
APR	97.6%	97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%
MAY		98.0%	98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%
JUNE		98.5%	98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%
JULY		98.8%	99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%
AUG		99.0%	99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-21 TAX COLLECTIONS
AS OF APRIL 30, 2021**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 4/30/2021	% OF BUDGET COLLECTED
2020	2020-2021	\$ 237,648,913	\$ 232,874,637	97.99%
2019 & Prior	2019-20 & Prior	\$ 2,095,000	\$ 1,064,279	50.80%
TOTAL		\$ 239,743,913	\$ 233,938,916	97.58%

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 TAX COLLECTION REPORT
 AS OF APRIL 30, 2021

SCHOOL YEAR TAX YEAR	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019	2020-21 2020
COLLECTION YEAR						
1 Orig. Levy	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948	\$ 235,298,139
1 Collections	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 224,366,601	\$ 232,874,637
Adj. To Roll	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 267,370	\$ 3,264,873
2 Collections	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 928,193	\$ 842,860	
Adj. To Roll	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (146,858)	\$ (263,392)	
3 Collections	\$ 192,822	\$ 424,152	\$ 345,499	\$ 28,158		
Adj. To Roll	\$ 63,603	\$ 238,403	\$ 71,249	\$ (152,240)		
4 Collections	\$ 311,639	\$ 280,592	\$ 124,476			
Adj. To Roll	\$ 233,019	\$ 146,806	\$ 25,862			
5 Collections	\$ 179,195	\$ 84,801				
Adj. To Roll	\$ 72,839	\$ 10,262				
6 Collections	\$ (54,073)					
Adj. To Roll	\$ (101,126)					
TOTAL:						
COLLECTIONS	\$ 179,403,725	\$ 197,389,164	\$ 208,198,270	\$ 218,953,090	\$ 225,209,462	\$ 232,874,637
ADJUSTED TAX ROLL	\$ 179,609,352	\$ 197,664,637	\$ 208,578,840	\$ 219,549,926	\$ 226,341,926	\$ 238,563,012
BALANCE TO BE COLLECTED	\$ 205,627	\$ 275,473	\$ 380,570	\$ 596,836	\$ 1,132,464	\$ 5,688,375
ADJ. TAXABLE VALUE	\$ 12,921,071,351	\$ 14,219,965,956	\$ 15,005,132,161	\$ 15,794,958,717	\$ 17,147,115,596	\$ 18,797,810,414
TOTAL % COLLECTIONS AS OF APRIL 30, 2021	99.9%	99.9%	99.8%	99.7%	99.5%	97.6%
TAX RATE	1.39005	1.39005	1.39005	1.39000	1.32000	1.26910

**INFORMATION ITEM: LAMAR CISD NEW MONEY BOND SALE,
2020 BOND REFERENDUM**

On November 3, 2020, a bond election totaling \$666,810,864 was approved by a majority of voters in the District. An order authorizing the sale of the first installment of the bonds was approved by the Board of Trustees on March 25, 2021. These bonds were sold in a negotiated sale on April 27, 2021 by a team of five underwriters, with the managing firm being Raymond James. A negotiated sale process allowed the underwriters to place the bonds with buyers commanding varying terms such maturities, rates, etc. The District has used this method since 2003, and it has resulted in low interest rates and favorable maturities which translates into the lowest possible tax rates for the community.

The recent sale transaction continued to capture historically low interest rates. The bonds, used to finance projects the District included in the 2020 bond referendum, were sold with a par amount of \$225,425,000 and the True Interest Cost (TIC) was 2.42%. The Bonds were sold at a premium, and out of the total sale proceeds, the District will receive \$240 million for new projects. Of the \$240 million, \$225 million is allocated for projects approved under Proposition A, and \$15 million is allocated for Proposition D technology projects. This is the first installment of bonds from the November 3, 2020 voted authorization. The transaction is scheduled to close on May 18, 2021.

During the due diligence phase of the sale process, the District's underlying bond ratings were affirmed at "Aa2" and "AA" by Moody's and S&P, and since the bonds are guaranteed by the Texas Permanent School Fund, they will also carry the highest ratings for municipal bonds of "Aaa" and "AAA."

For comparative purposes, the TIC of 2.42% achieved on this sale was favorable in light of recent volatility in the market, and is historically low when compared to the District's most recent sales:

Bond Series	Total Interest Cost (TIC)	Par Value (in millions)
2021	2.42%	\$240.0
2019	2.85%	\$137.8
2018	3.79%	\$289.3
2017	3.76%	\$ 93.0
2015	3.95%	\$142.0

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

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (ALC)	Application # 7	\$ 1,133,059.30
Bass Construction (ALC)	Application # 8	\$ 830,087.74
Bass Construction (Multi-Purpose & Orchestra)	Application # 9	\$ 995,679.80
Charlie Kalkomey (Ag Barn #3 & New Elementary)	Application # 1	\$ 4,500.00
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 10	\$ 231,204.35
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 9	\$ 1,188,958.25
Drymalla Construction (Morgan ES)	Application # 10	\$ 3,131,092.65
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 23	\$ 4,211,969.40
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 7	\$ 722,118.75
EAB (Lamar JHS)	Application # 4	\$ 1,455.00
EAB (Randle HS)	Application # 9	\$ 38,960.00
EAB (Wright JHS)	Application # 8	\$ 12,850.00
EMA (Jane Long Gym)	Application # 2	\$ 2,200.00

Ft. Bend MUD #216 (Morgan ES)	Application # 1	\$	6,136.05
Ft. Bend MUD #216 (Morgan ES)	Application # 1	\$	695.75
LJA Engineering (Morgan ES)	Application # 6	\$	364.18
Navcon (Jane Long ES Gym)	Application # 11	\$	185,455.34
PBK Architects (Lamar Complex Improvements)	Application # 13	\$	11,597.41
PBK Architects (Lamar Complex Exterior Improvements)	Application # 10	\$	2,747.59
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 15	\$	8,606.48
PBK Architects (Randle HS)	Application # 30	\$	13,082.85
PBK Architects (Traylor Stadium Turf)	Application # 8	\$	1,032.00
PBK Architects (Wright JHS)	Application # 28	\$	2,942.99
Pemco (Transportation Fuel Tanks)	Application # 7	\$	27,699.66
Rice & Gardner (2017 Bond Program)	Application # 26	\$	102,456.46
Roadrunner (Terry HS)	Application # 1	\$	4,820.00
Roadrunner (Terry HS)	Application # 2	\$	3,924.00
Roadrunner (Terry HS)	Application # 3	\$	2,188.00

RockIT (Multi-Purpose/Orchestra/FHS Parking)	Application # 1	\$	60,286.20
Terracon (ALC)	Application # 8	\$	1,211.50
Terracon (Morgan ES)	Application # 9	\$	10,111.50
Terracon (Randle HS/Wright JHS Complex)	Application # 25	\$	14,691.50
Texas Department of Health (ALC)	Application # 1	\$	330.00
VLK Architects (Jane Long Gym ES)	Application # 9	\$	4,202.00
VLK Architects (Tamarron ES)	Application # 9	\$	38,385.60
VLK Architects (Terry HS/George JHS)	Application # 9	\$	16,361.53
VLK Architects (Terry HS/George JHS – Reimbursables)	Application # 7	\$	23.95

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

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	24,872,095.27	87,308.73	23,003,835.18	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	712,764.50	277,235.50	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	614,259.80	85,740.20	584,061.29	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
Natorium - Foster High School	8,659,999.00	8,653,859.19	6,139.81	8,642,092.09	8,659,999.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,954.13	9,086,569.00
Service Center/M&O	12,170,261.00	12,162,431.16	7,829.84	11,365,105.45	12,170,261.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	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	116,431,316.00	113,718,584.64	2,712,731.36	108,055,445.82	114,906,112.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	23,572,755.33	1,386,648.67	21,554,345.06	24,959,404.00
Tamarron Elementary School	26,207,374.00	25,082,837.00	1,124,537.00	22,732,166.89	26,207,374.00
James W. Roberts Middle School	23,442,493.00	22,841,866.48	600,626.52	21,158,362.21	23,442,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,655,042.40	3,849,077.00
Satellite Ag Barn	3,786,750.00	310,830.00	3,475,920.00	189,000.00	3,786,750.00
Sub Total - Bond Sale 2	82,245,098.00	73,732,377.81	8,512,720.19	67,288,916.56	82,245,098.00
Grand Total	198,676,414.00	187,450,962.45	11,225,451.55	175,344,362.38	197,151,210.57

* 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	599,570.01	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	1,026,803.00	173,197.00	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,363,015.00	236,985.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,651,193.48	648,806.52	3,630,787.42	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.

SATELLITE AG BARN #3



SCHEDULE MILESTONES:

- Current Phase: Design
- Construction Start: TBD

OVERVIEW:

- Design Kick-Off Meeting was held 4/9/21.
- Working with Kaluza Inc. to submit the plat.

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
Maintenance and Operations Facility	Completed April 2018
Lamar CHS Band Hall Addition	Completed April 2018
Terry High School Band Hall Addition	Completed April 2018
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
Service Center	Completed May 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019
Tamarron Elementary School	Completed July 2020

Monthly Report May 2021

Dr. Thomas E. Randle High School & Harry Wright Junior High School

Koeblen Rd/FM 2977 traffic light will be active the week of 5/17.

Final interior finishes are in progress.

Substantial Completion is scheduled for 6/1.



Transportation Fuel Tank Replacement

Morris & Associates is the Firm of Record.

New system is fully operational.

Soil remediation testing is in progress.



Jane Long Historic Gym Renovations

VLK is the Architect of Record.

Interior finished and landscaping are in progress.

Substantial Completion is scheduled for 5/24.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Masonry, MEP, and roofing are in progress.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

High School. Completing interior finishes in new classrooms.

Junior High. Choir/Orchestra interior finishes are in progress.

North Athletics Site. Masonry, roof, and MEP rough-in are in progress.

Traylor Stadium. Visitor locker room masonry, roof, and MEP are in progress.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

Terry. Band Hall renovations and Multi-Purpose Room masonry are in progress.

George Jr. Band Hall MEP and roof are in progress. Forum stage renovations are in progress.



Multi-Purpose Room (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.

Multi-Purpose Rooms. Foster, Fulshear, and George Ranch construction is in progress.

Orchestra Rooms. Navarro, Ryon Wertheimer, and Wessendorff construction is in progress.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Final payment recommendation is scheduled for the June Board Meeting.



Fletcher Morgan, Jr. Elementary School

VLK is the Architect of Record.

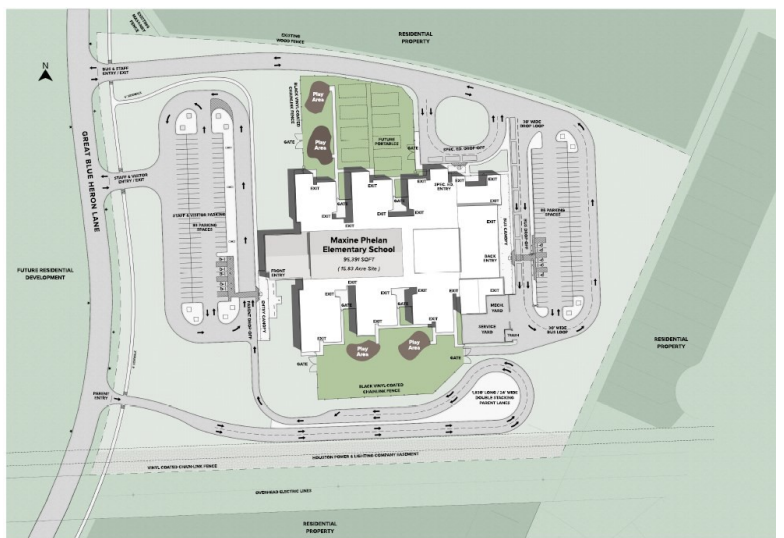
Damp proofing, masonry, roof, and MEP rough-in are in progress.



Maxine Phelan Elementary School

VLK is the Architect of Record.

Permitting is in process.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Roberts Middle School Orchestra Room	\$1,100,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$0.00
Austin ES Re-Roof	\$1,900,000.00	(\$529,504.00)	\$1,370,496.00	\$897,273.00	\$473,223.00
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- <i>Lamar /Terry / Foster</i>	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement - <i>Austin / Bealsley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams</i>	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Summer 2019 Multi-Campus Improv. - <i>Campbell ES Carpet / Campbell ES VWC / Navarro MS Carpet / Navarro MS Intercom / Wessendorff MS Carpet / Wessendorff MS VWC / Williams ES Carpet / Williams Admin. Renov. / Williams ES Fire Sprinklers</i>	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36
HS Field Turf & Foster HS Track - <i>GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track</i>	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,352,923.72	\$1,729,795.28
Foster HS Athletic Improvements- <i>HS Baseball & Softball Improv. / HS Field House Locker Replacement</i>	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School- <i>High School / Turf / Multi-Purpose Room</i>	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,386,733.73	\$12,243,266.27
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,441,207.82	\$6,558,792.18
Lamar CHS & Lamar JHS Exterior Improvements - <i>Traylor Visitor Locker Room / Sub-Varsity Field / HS Multi-Purpose Room Add/ Turf/ Improved Drainage, Parking & Sidewalks / Revised JHS Drop Off / JHS HVAC Upgrades</i>	\$15,340,000.00	\$0.00	\$15,340,000.00	\$2,987,206.00	\$12,352,794.00
Lamar CHS & Lamar JHS Additions & Renovations - <i>HS Admin Renov. / LGI Add / HS Expand Band Hall / JHS Choir Add / JHS Intercom Upgrade</i>	\$8,480,000.00	\$0.00	\$8,480,000.00	\$2,278,678.00	\$6,201,322.00
Terry HS & George JHS Additions & Renovations- <i>JHS Renovated Locker Room / JHS Band Add / JHS Visitor Parking Add / JHS Forum Renov. / HS replace Wood Football Bleacher / HS Exterior Door & Window Replacement / HS Band & Chior Add / HS Resurface Parking / HS Multi-Purpose Room</i>	\$14,650,000.00	\$0.00	\$14,650,000.00	\$8,154,309.00	\$6,495,691.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$1,228,860.00	\$10,971,140.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,048,979.00	\$151,021.00
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	\$415,504.00	\$1,315,504.00	\$1,308,014.00	\$7,490.00
HS Multi-Purpose Rooms & MS Orchestra Adds - <i>Foster MP / GR MP / Fushear MP / Narvarro Orch / Wessendorff Orch / Ryon Orch / Wertheimer Orch / Foster HS Add Parking</i>	\$9,570,000.00	\$0.00	\$9,570,000.00	\$9,119,829.30	\$450,170.70
Multi-Campus Carpet Replacement - <i>Foster HS / Briscoe JHS / Jackson ES / Pink ES / Long ES</i>	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,168,225.00	\$141,775.00
Summer 2020 Multi-Campus ES Renovations - <i>Austin Office Renov. / Bowie Add 25 Parking Spaces / Bowie Replace Entry Canopy / Bowie Serving Line Renov. / Bowie Enlarge Cafeteria / Jackson Drainage Improv. / Jackson Serving Line Renov. / Smith Renov. Courtyard / Ray Improv Drainage in Parking Lot / Controls Upgrade</i>	\$3,370,000.00	\$0.00	\$3,370,000.00	\$3,155,402.00	\$214,598.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$115,420.00	\$1,684,580.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$24,487,855.00	\$5,712,145.00
Maxine Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$12,975.00	\$32,587,025.00
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00
Land	\$20,000,000.00	\$0.00	\$20,000,000.00	\$0.00	\$20,000,000.00
TOTAL	\$404,115,000.00	\$1,632,000.00	\$405,747,000.00	\$250,230,133.27	\$155,516,866.73
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00	funded by 2014 bond available			
REMAINING FACILITY & PLANNING BOND	\$155,516,866.73	funds			

Denotes completed projects

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$0.00	\$9,044,000.00	\$9,015,570.00	\$28,430.00
PT0-Printer Refresh	\$1,440,000.00	\$0.00	\$1,440,000.00	\$1,347,360.00	\$92,640.00
CCU-Campus Core Uplink	\$740,000.00	\$0.00	\$740,000.00	\$737,926.00	\$2,074.00
ES0-Expanded Storage	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00
SC0-Security Cameras	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00	\$890,000.00	\$747,672.00	\$142,328.00
CRO-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$18,324,094.00	\$19,906.00
LC0-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00	\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00	\$121,450.00	\$550.00
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00	\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00	\$0.00	\$34,326,000.00	\$30,944,072.00	\$3,381,928.00
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$3,381,928.00				

2017 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$5,175,000.00	(\$7,300.00)	\$5,167,700.00	\$2,560,746.00	\$2,606,954.00
Add Air to Buses	\$1,335,000.00	\$0.00	\$1,335,000.00	\$0.00	\$1,335,000.00
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$507,250.91	\$49.09
TOTAL	\$7,010,000.00	\$0.00	\$7,010,000.00	\$3,067,996.91	\$3,942,003.09
TOTAL TRANSPORTATION BOND	\$7,010,000.00				
REMAINING TRANSPORTATION BOND	\$3,942,003.09				

INFORMATION ITEM: LAMAR CISD POLICE DEPARTMENT UPDATE

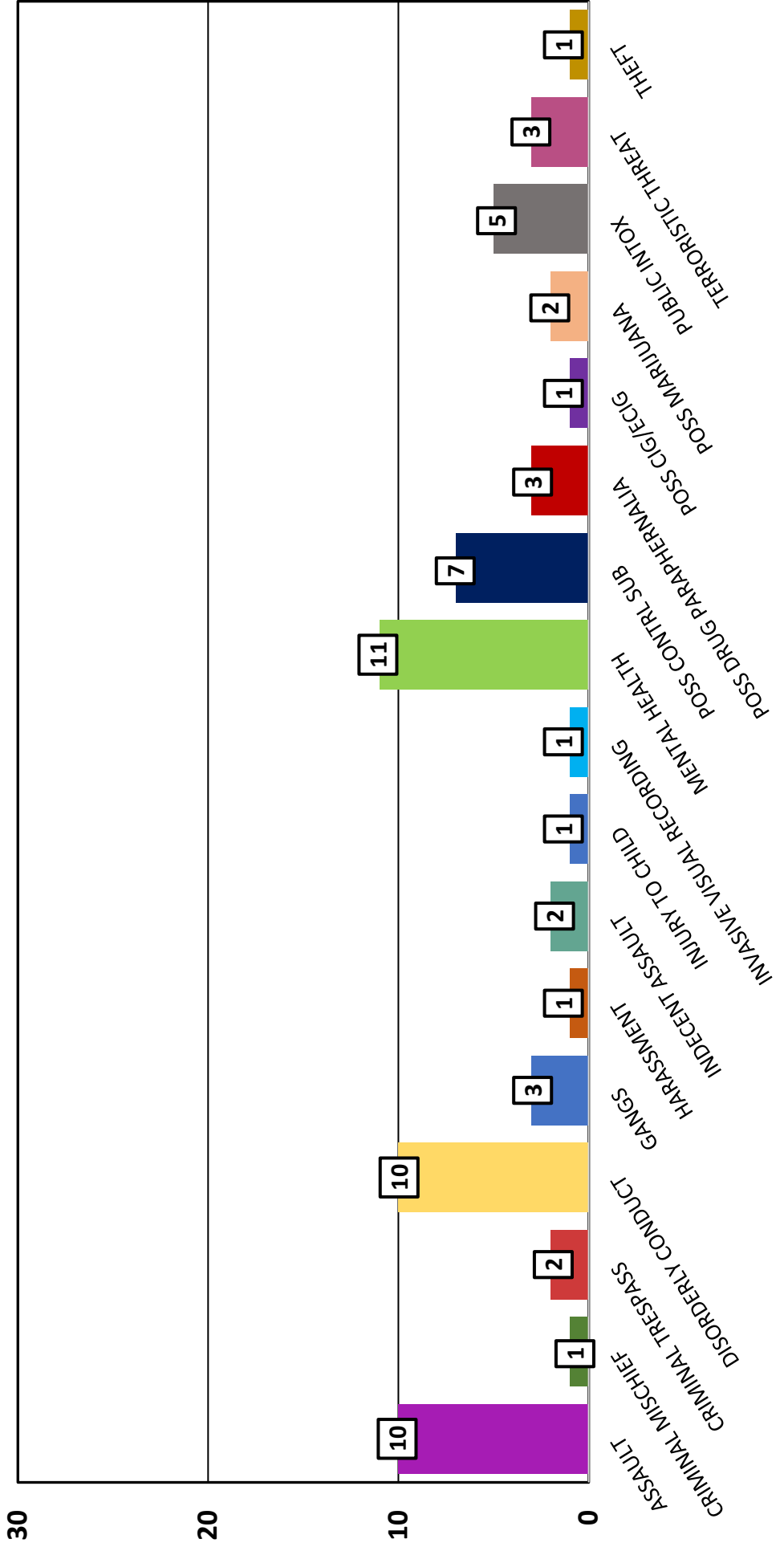
Attached you will find the most recent monthly report from the Lamar CISD Police Department.

Resource Person: Dallis Warren, Chief of Police



Lamar CISD Police Department Monthly Activity – Incident Response Reports Written in April 2021

Incident Types



Case Number	Offense	School	Officer
LCP21-00106	ASSAULT CAUSES BODILY INJ	Lamar Junior High	PRICE, JERRY
LCP21-00134	ASSAULT CAUSES BODILY INJ	George Junior High	BECERRA, JOSEPH
LCP21-00082	ASSAULT CAUSES BODILY INJ	George Junior High	SEGURA, DARYL
LCP21-00085	ASSAULT CAUSES BODILY INJ	George Junior High	SEGURA, DARYL
LCP21-00104	ASSAULT CAUSES BODILY INJ	Lamar Junior High	PRICE, JERRY
LCP21-00129	ASSAULT CAUSES BODILY INJ	Athletics/Traylor Stadium	BECERRA, JOSEPH
ASSAULT CAUSES BODILY INJ Total: 6			
LCP21-00107	ASSAULT (OFFENSIVE)	George Junior High	BECERRA, JOSEPH
LCP21-00111	ASSAULT (OFFENSIVE)	Meyer Elementary School	DEROCH, SEAN
LCP21-00125	ASSAULT (OFFENSIVE)	Foster High School	WEISHIEMER, RANDY
ASSAULT (OFFENSIVE CONTACT) Total: 3			
LCP21-00084	ASSAULT PUBLIC SERVANT	Powell Point	MEHLING, WILLIAM
ASSAULT PUBLIC SERVANT Total: 1			
LCP21-00133	CRIMINAL MISCHIEF	George Junior High	SEGURA, DARYL
CRIMINAL MISCHIEF >=\$100<\$750 Total: 1			
LCP21-00129	CRIMINAL TRESPASS ON	Athletics/Traylor Stadium	BECERRA, JOSEPH
LCP21-00130	CRIMINAL TRESPASS ON	Lamar High School	LEAL, DAVID

Case Number	Offense	School	Officer
CRIMINAL TRESPASS ON SCHOOL GROUNDS Total: 2			
LCP21-00129	DISORDERLY CONDUCT	Athletics/Traylor Stadium	BECERRA, JOSEPH
LCP21-00080	DISORDERLY CONDUCT	George Junior High	SEGURA, DARYL
LCP21-00079	DISORDERLY CONDUCT	George Junior High	SEGURA, DARYL
LCP21-00078	DISORDERLY CONDUCT	George Junior High	SEGURA, DARYL
LCP21-00073	DISORDERLY CONDUCT	George Junior High	SEGURA, DARYL
LCP21-00124	DISORDERLY CONDUCT	Lamar Junior High	PRICE, JERRY
LCP21-00122	DISORDERLY CONDUCT	Lamar Junior High	PRICE, JERRY
LCP21-00095	DISORDERLY CONDUCT	George Junior High	SEGURA, DARYL
LCP21-00109	DISORDERLY CONDUCT	Lamar Junior High	PRICE, JERRY
LCP21-00100	DISORDERLY CONDUCT	Leaman Junior High	RIOS, MARIO

DISORDERLY CONDUCT (FIGHTING) Total: 10

LCP21-00103	FRATERNITIES, SORORITIES,	George Junior High	BECERRA, JOSEPH
LCP21-00128	FRATERNITIES, SORORITIES,	Navarro Middle School	BECERRA, JOSEPH
LCP21-00107	FRATERNITIES, SORORITIES,	George Junior High	BECERRA, JOSEPH

FRATERNITIES, SORORITIES, SECRET SOCIETIES, AND GANGS Total: 3

LCP21-00121	HARASSMENT	Hubenak Elementary School	RIOS, MARIO
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HARASSMENT Total: 1

LCP21-00126	INDECENT ASSAULT	George Junior High	SEGURA, DARYL
LCP21-00135	INDECENT ASSAULT		LEAL, DAVID

INDECENT ASSAULT (FONDLING) Total: 2

LCP21-00118	INJURY	Pink Elementary School	BECERRA, JOSEPH
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INJURY TO CHILD Total: 1

LCP21-00088	INVASIVE VISUAL RECORDING	Reading Junior High	KREUSCH, KELLY
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INVASIVE VISUAL RECORDING BATH/DRESS RM Total: 1

LCP21-00115	Mental Health	Alternative Learning Center	DEROCH, SEAN
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Case Number	Offense	School	Officer
LCP21-00077	Mental Health	Briscoe Junior High	EDGE, JAMES
LCP21-00097	Mental Health	Reading Junior High	KREUSCH, KELLY
LCP21-00075	Mental Health	George Junior High	BECERRA, JOSEPH
LCP21-00120	Mental Health	Briscoe Junior High	EDGE, JAMES
LCP21-00090	Mental Health	George Ranch High School	ARMSTRONG, BRANDON
LCP21-00123	Mental Health	Briscoe Junior High	EDGE, JAMES
LCP21-00099	Mental Health	Lamar High School	LEAL, DAVID
LCP21-00101	Mental Health	George Ranch High School	ARMSTRONG, BRANDON
LCP21-00094	Mental Health	George Junior High	SEGURA, DARYL
LCP21-00091	Mental Health	George Ranch High School	ARMSTRONG, BRANDON

Mental Health Total: 11

LCP21-00074	POSS CS PG 2 >= 4G<400G	Terry High School	AGUILAR, ANTONIO
LCP21-00083	POSS CS PG 2 >= 4G<400G	George Ranch High School	ARMSTRONG, BRANDON
LCP21-00113	POSS CS PG 2 >= 4G<400G	George Ranch High School	MEHLING, WILLIAM
LCP21-00114	POSS CS PG 2 >= 4G<400G	George Ranch High School	MEHLING, WILLIAM
LCP21-00116	POSS CS PG 2 >= 4G<400G	Terry High School	AGUILAR, ANTONIO
LCP21-00119	POSS CS PG 2 >= 4G<400G	George Junior High	BECERRA, JOSEPH
LCP21-00093	POSS CS PG 2 >= 4G<400G	Fulshear High School	NICHOLS, CHRISTIAN

POSS CONTROLLED SUBSTANCE Total: 7

LCP21-00117	POSSESSION DRUG	1621 Place	PHILLIPS, SHERMAN
LCP21-00110	POSSESSION DRUG	Lamar Junior High	PRICE, JERRY
LCP21-00108	POSSESSION DRUG	George Junior High	BECERRA, JOSEPH

POSSESSION DRUG PARAPHERNALIA Total: 3

LCP21-00089		Terry High School	AGUILAR, ANTONIO
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POSSESS CIG/ECIG/TOBACCO PROD UNDER 21 Total: 1

Case Number	Offense	School	Officer
LCP21-00098	POSS MARJ <2OZ DFZ IAT	George Junior High	BECERRA, JOSEPH
LCP21-00076	POSS MARJ <2OZ DFZ IAT	Navarro Middle School	BECERRA, JOSEPH
POSS MARJ Total: 2			
LCP21-00074	PUBLIC INTOXICATION	Terry High School	AGUILAR, ANTONIO
LCP21-00108	PUBLIC INTOXICATION	George Junior High	BECERRA, JOSEPH
LCP21-00098	PUBLIC INTOXICATION	George Junior High	BECERRA, JOSEPH
LCP21-00112	PUBLIC INTOXICATION	George Junior High	SEGURA, DARYL
LCP21-00119	PUBLIC INTOXICATION	George Junior High	BECERRA, JOSEPH
PUBLIC INTOXICATION Total: 5			
LCP21-00086	TERRORISTIC THREAT CAUSE	George Junior High	BECERRA, JOSEPH
LCP21-00102	TERRORISTIC THREAT CAUSE		MEHLING, WILLIAM
TERRORISTIC THREAT CAUSE FEAR OF IMMINENT SBI Total: 2			
LCP21-00096	TERRORISTIC THREAT	Foster High School	WEISHIEMER, RANDY
TERRORISTIC THREAT INTERRUPT PUBLIC PLACE Total: 1			
LCP21-00131	THEFT PROP>=\$100<\$750 (ALL	Lamar Junior High	PRICE, JERRY

THEFT PROP (ALL OTHER) Total: 1

Total Records: 64