



A PROUD TRADITION | A BRIGHT FUTURE

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REGULAR BOARD MEETING

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Thursday, February 21, 2019

7:00 PM

James Steenbergen, President • Kay Danziger, Vice President • Kathryn Kaminski, Secretary  
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
FEBRUARY 21, 2019  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - Science Olympiad
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
  - A. January 15, 2019 - Special Meeting (Workshop) 6
  - B. January 15, 2019 - Special Meeting 9
  - C. January 17, 2019 - Regular Board Meeting 11
8. Board members reports
  - A. Meetings and events
9. Superintendent reports
  - A. Meetings and events
10. Public Hearing - LCISD Accountability Performance Report for 2017-2018
11. **ACTION ITEMS**
  - A. **Goal: Instructional**
    1. Consider approval of out-of-state student trip requests, including, but not limited to:
      - a. Lamar Consolidated High, Terry High, Foster High, George Ranch High, Churchill Fulshear High, Lamar Junior High, Briscoe Junior High, Antoinette Reading Junior High, and Dean Leaman Junior High Schools Career and Technical Education (CTE) and non-CTE 18
  - B. **Goal: Planning**
    1. Consider approval of budget amendment requests 19
    2. Consider ratification of Financial and Investment Reports 22
    3. Consider approval of depository bank contract extension 26
    4. Consider ratification of donations to the District, including, but not limited to: 28
      - a. Arredondo Elementary School
      - b. Fulshear High School
      - c. Hubenak Elementary School
      - d. Huggins Elementary School
      - e. McNeill Elementary School
    5. Consider approval of resolution proclaiming:

a. Diagnosticians' Week	29
b. Texas Public Schools Week	31
6. Consider adoption of the 2019-2020 Student/Staff Instructional Calendar	33
7. Consider approval of new bus purchase	35
8. Consider approval of Lamar CISD Attendance Boundary Committee recommendations for Culver Elementary School	36
9. Consider approval of architect contract for the Alternative Learning Center additions and renovations	38
10. Consider approval of architect contract for Development Center renovations	39
11. Consider approval of architect contract for the Jane Long Historic Gym renovations	40
12. Consider approval of architect/engineering contract for the removal and replacement of the underground fuel tanks and fueling island	41
13. Consider approval of architect contract for the Language Other Than English Labs	42
14. Consider approval of design development for High School #6 and Junior High School #6	43
15. Consider approval of design development for the Williams Elementary School renovations	44
16. Consider approval of Texas Education Agency code compliance review for the Williams Elementary School renovations	45
17. Consider approval of Texas Education Agency code compliance review for High School #6	50
18. Consider approval of Texas Education Agency code compliance review for Junior High School #6	55
19. Consider approval of Texas Accessibility Standards review and inspection for the Terry High School serving line project	60
20. Consider approval of Texas Accessibility Standards review and inspection for High School #6	65
21. Consider approval of Texas Accessibility Standards review and inspection for Junior High School #6	70
22. Consider approval of Texas Accessibility Standards review and inspection for the Williams Elementary School renovations	75
23. Consider approval of Texas Accessibility Standards review and inspection for the George Junior High School serving line project	80
24. Consider approval of change order #1 and final payment for the Natatorium at Foster High School	85
25. Consider approval of deductive change order #1 and final payment for the Natatorium at Fulshear High School	88
26. Consider approval of deductive change order #1 and final payment for the Natatorium at George Ranch High School	91
27. Consider approval of purchase of temporary classrooms and restroom facilities	94
28. Consider approval of roofing and waterproofing maintenance agreement #14-2019LN	97
29. Consider approval of the CDL Third Party Test Agreement with Spring ISD for third party CDL Testing of School Bus Driver Trainees	101

- 30. Consider approval of Blanket Purchase Agreement (BPA) with HON Company LLC 106
- 31. Consider approval of Terry High School Natatorium improvements using available bond funds 109

**C. Goal: Technology**

- 1. Consider approval of interactive flat panels hardware and installation, electrical, and project management 110
- 2. Consider approval of security camera purchases 119
- 3. Consider approval of network core switches 120

**12. INFORMATION ITEMS**

**A. Goal: Planning**

- 1. Demographic Update 127
- 2. Naming New Schools 128
- 3. District Improvement Plan Quarterly Update 130
- 4. Tax Collection Report 131
- 5. Payments for Construction Projects 137
- 6. Bond Update
  - a. 2014 141
  - b. 2017 149
- 7. Projects funded by 2011 available bond funds 152
- 8. Special Education Update 153
- 9. City of Rosenberg Notification of intent to enter into tax abatement agreement 154
- 10. Lamar CISD Whole Child Safety and Wellness Model Update 184
- 11. Medical/Rx Plan Structural Changes 185
- 12. School Resource Division Update 186

**13. CLOSED SESSION**

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)

- 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 188
  - a. Approval of personnel recommendations for employment of professional personnel
  - b. Employment of professional personnel (Information) 189
  - c. Employee resignations and retirements (Information) 190
  - d. Reassignment of professional personnel (Information) 191
- 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.



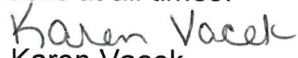
- a. Any item listed on the agenda
- b. Discuss pending, threatened, or potential litigation, including school finance litigation

ADJOURNMENT: (Time \_\_\_\_\_)

RECONVENE IN OPEN SESSION

**CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 15th day of February 2019 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 15th day of January 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member

**Members Absent:**

Melisa Roberts	Member
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**Others Present:**

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Valerie Vogt	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning

**BUSINESS TRANSACTED**

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

**2. Discussion of January 17<sup>th</sup> Regular Board Meeting Agenda Items**

The Board reviewed the January 17<sup>th</sup> Regular Board Meeting agenda items.

**10. ACTION ITEMS**

**10. A GOAL: PLANNING**

## **Minutes of Special Board Meeting January 15, 2019 – page 2**

### **10. A-5 Consider approval of budget amendment requests**

Ms. Kaminski asked if it is possible to have the Ron Clark training here in the District. Ms. Vogt said the training involves seeing the school in action. It is virtually impossible to do it here. Ms. Kaminski asked if the teachers ask if there could be this type of training for all the teachers. Ms. Vogt said in order to do the training it must be done there so they can interact with the classroom and the students. We do have speakers here but it is not considered an official training. She also said the teachers that have gone to the training do mentor other teachers. Polly Ryon Middle School is a hybrid of Ron Clark.

### **10. A-11 Consider approval of the expansion of communication systems for band hall additions at Lamar Consolidated and Terry High Schools**

Dr. Harrell asked what is this system going to be used for. Mr. Rice said it is to add communication in these new rooms and it was not originally installed. Mr. McKeever said these are call buttons.

### **10. A-12 Consider approval of design development for Tamarron Elementary School**

VLK presented the design development to the Board.

## **3. AUDIENCE TO PATRONS**

None

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

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

The Board did not convene in Closed Session.

## **ADJOURNMENT**

The meeting adjourned at 6:56 p.m.

**Minutes of Special Board Meeting January 15, 2019 – page 3**

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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**Kathryn Kaminski**  
**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 15th day of January 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

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

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 7:30 p.m.

**Members Present:**

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member

**Members Absent:**

Melisa Roberts	Member
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**Others Present:**

Thomas Randle	Superintendent
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**BUSINESS TRANSACTED**

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

**2. ACTION ITEMS**

**2. A GOAL: PLANNING**

**2. A-1 Board Self-evaluation**

The Board conducted a self-evaluation using a tool developed by the committee.

**Minutes of Special Board Meeting January 15, 2019 – page 5**

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

The Board did not convene in Closed Session.

**ADJOURNMENT**

The meeting adjourned at 8:33 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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**Kathryn Kaminski**  
**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 17<sup>th</sup> day of January 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

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

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

**Members Present:**

James Steenbergen	President
Kay Danziger	Vice President
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member
Melisa Roberts	Member

**Members Absent:**

Kathryn Kaminski	Secretary
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**Others Present:**

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Valerie Vogt	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

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

**3. STUDENT REPORTS**

## **Minutes of Regular Board Meeting January 17, 2019 – page 7**

### **a. BE A LIGHTHOUSE; BE A LEADER – HUTCHISON ELEMENTARY SCHOOL**

The following students from Hutchison Elementary School presented to the Board:  
Megan Blackburn, Justin Butler, Roam Kuriakose, Emma Marl, and Noah Williams

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

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

### **5. INTRODUCTIONS**

None

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

Ms. Kimberly Moeller addressed the Board about Special Education services in the schools.

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

#### **A. DECEMBER 18, 2018 - SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the minutes of the December 18, 2018 Special Meeting (Workshop). The motion carried unanimously.

#### **B. DECEMBER 20, 2018 - REGULAR BOARD MEETING**

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve the minutes of the December 20, 2018 Regular Board Meeting. The motion carried unanimously.

### **8. BOARD MEMBER REPORTS**

#### **a. Meetings and Events**

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

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District.

Ms. Bronsell reported the Finance Committee met and Whitley Penn will be presenting to the Board tonight.

### **9. SUPERINTENDENT REPORTS**

#### **a. Meetings and Events**

#### **b. Information for Immediate Attention**



**Minutes of Regular Board Meeting January 17, 2019 – page 8**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A-6; 10. A-8 – 10. A-9; 10. A. 11 – 10. A-19; and 11. B.1.**

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

**10. A GOAL: PLANNING**

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

Approved the attached Election Order and Notice for a Board of Trustees election to be held on May 4, 2019 for the purpose of electing Single-Member District positions #4, #5, and #7 to the Board of Trustees of Lamar Consolidated Independent School District. (See inserted pages 8-A—8-D.)

**10. A-2 Set Date for Special Board Meeting regarding May 4, 2019 Trustees Election**

Scheduled a special meeting of the Board of Trustees on Tuesday, May 14, 2019 at 6:30 p.m. to:

- 1) canvass the School Trustees Election of May 4, 2019

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

Authorized the administration to contract with Fort Bend County in a joint election with the City of Rosenberg for election services for the May 4, 2019 Board of Trustees Election. (See inserted pages 8-E—8-P.)

**10. A-4 Ratification of Quarterly Investment Report**

Ratified the quarterly investment report as submitted for the quarter ending November 30, 2018. (See inserted pages 8-Q – 8-V.)

**10. A-5 Approval of budget amendment requests**

Approved the budget amendment requests as amended. (See inserted page 8-W.)

**10. A-6 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

**10. A-8 Approval of Board Calendar for 2019**

Approved the proposed Board Calendar for 2019.

**10. A-9 Approval of resolutions proclaiming:  
a. Black History Month**

Approved the attached resolution proclaiming February 2019 as “Black History Month” in the Lamar Consolidated Independent School District. (See inserted page 8-X.)

**b. Career and Technical Education Month**

Approved the attached resolution proclaiming February 2019 as “Career and Technical Education Month” in the Lamar Consolidated Independent School District. (See inserted page 8-Y.)

**c. School Counselor Week**

Approved the attached resolution proclaiming the week of February 4 -8, 2019 as “School Counselor Week” in the Lamar Consolidated Independent School District. (See inserted page 9-A.)

**10. A-11 Approval of the expansion of communication systems for band hall additions at Lamar Consolidated and Terry High Schools**

Approved Firetron for the expansion of the communication systems for the band hall additions at Lamar Consolidated and Terry High Schools in the amount of \$9,300 and authorized the Board President to sign the agreement. (See inserted pages 9-B – 9-J.)

**10. A-12 Approval of design development for Tamarron Elementary School**

Approved the design development for Tamarron Elementary School as presented by VLK Architects.

**10. A-13 Approval of Texas Accessibility Standards Review and Inspection for Tamarron Elementary School**

Approved American Construction Investigations, Ltd. (ACI) for Texas Accessibility Standards Review and Inspection for Tamarron Elementary School in the amount of \$2,348 and authorized the Board President to execute the agreement. (See inserted page 9-K.)

**10. A-14 Approval of Texas Education Agency code compliance review for Tamarron Elementary School**

Approved American Construction Investigations, Ltd. (ACI) for building code compliance review for Tamarron Elementary School in the amount of \$9,525 and authorized the Board President to execute the agreement. (See inserted pages 9-L – 9-M.)

**10. A-15 Approval of change order #2 for access controls**

Approved change order #2 to Micro Integration for the Access Controls at George Ranch High School Field House, Lamar Consolidated High School Field House, and Special Needs Center in the amount of \$9,747. (See inserted page 9-N.)

**10. A-16 Approval of Micro Integration video surveillance integration services for High School #6**

Approved Micro Integration for the design review and integration of video surveillance cameras at High School #6 in the amount of \$2,500 and authorized the Board President to sign the agreement. (See inserted pages 9-O – 9-P.)

**10. A-17 Approval of Micro Integration video surveillance integration services for Junior High School #6**

Approved Micro Integration for the design review and integration of video surveillance cameras at Junior High School #6 in the amount of \$2,500 and authorized the Board President to sign the agreement. (See inserted pages 9-Q – 9-R.)

**Minutes of Regular Board Meeting January 17, 2019 – page 10**

**10. A-18 Approval of Micro Integration video surveillance integration services at Tamarron Elementary School**

Approved Micro Integration for the design review and integration of video surveillance cameras at Tamarron Elementary School in the amount of \$2,500 and authorized the Board President to sign the agreement.

**10. A-19 Approval of deductive change order #2 and final payment for band hall additions at Lamar Consolidated and Terry High Schools**

Approved the deductive change order #2 in the amount of \$103,938.60 and final payment of \$80,019.20 to IKLO Construction, with payment being issued to Developers Surety and Indemnity Company (DSIC) for the band hall additions at Lamar Consolidated and Terry High Schools. (See inserted pages 10-A – 10-B.)

**10. B GOAL: TECHNOLOGY**

**10. B-1 Approval of network storage and servers**

Approved the purchase of network data storage and server hardware installation and configuration services for \$700,000 from Unique Digital.

**10. A GOAL: PLANNING**

**10. A-7 Consider approval of the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2017-2018 year**

Whitley Penn presented to the Board.

It was moved by Ms. Danziger and seconded by Ms. Bronsell that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2017-2018 fiscal year as presented. The motion carried unanimously.

**10. A-10 Consider approval of strategic planning committee**

Mr. Brian Gilson and Ms. Melanie Calton presented to the Board.

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the membership of the Strategic Planning Committee for 2018-2019 as presented and charge the Strategic Planning Committee with setting the strategic direction for Lamar CISD over the next five years. The motion carried unanimously.

**11. INFORMATION ITEMS**

**11. A GOAL: INSTRUCTIONAL**

**11. B GOAL: PLANNING**

**11. B-1 May 4, 2019 Trustees Election Calendar**

**11. B-2 Tax Collection Report**

**11. B-3 Payments for Construction Projects**

**Minutes of Regular Board Meeting January 17, 2019 – page 11**

**11. B-4 Bond Update**

- a. 2014**
- b. 2017**

**11. B-5 Projects funded by 2011 available bond funds**

**11. B-6 Proposed Budget Calendar**

**11. B-7 TASB 2018-2020 Advocacy Agenda**

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

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

The Board adjourned to Closed Session at 7:49 p.m. for the purposes listed above.

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

The Board reconvened in Open Session at 8:25 p.m.

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

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees extend the Superintendent's contract for one additional year.

Ms. Roberts commented that last year she voted against renewing Dr. Randle's contract. But a year ago after the operational audit, she could not see how we were going to get to where we are today. She felt at that time there needed to be new leadership, but she said she was proven wrong. She said all the accolades the Board receives is all Dr. Randle and his entire staff, they make the Board look good. She thanked Dr. Randle for what he has done in the last year

The motion carried unanimously.

**FUTURE AGENDA ITEMS**

School Counselor Update on reorganization of their duties  
Special Education Needs Assessment

**UPCOMING MEETINGS AND EVENTS**

Plays this week at Foster, Fulshear, and Terry High Schools.  
Men Who Cook in February

**ADJOURNMENT**

The meeting adjourned at 8:29 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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

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**Kathryn Kaminski**  
**Secretary of the Board of Trustees**

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

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Lamar Consolidated High, Terry High, Foster High, George Ranch High, Churchill Fulshear High, Lamar Junior High, Briscoe Junior High, Antoinette Reading Junior High, and Dean Leaman Junior High Career and Technical Education (CTE) and non-CTE students that will qualify to travel to their national conferences after qualifying at the state level.

**IMPACT/RATIONALE:**

We expect approximately 125-150 students from LCHS, THS, FHS, GRHS, CFHS, LJH, BJH, ARJH, and DLJH and 20 chaperones and administrators will need to travel to their national contests out-of-state. We are asking for early approval due to the price savings in booking flights early. TSA students will be traveling to Washington D.C., HOSA students to Orlando, Florida, SKILLS USA to Louisville, Kentucky, and DECA will be held in Orlando, Florida. The expenses for this trip will be paid for out of the CTE budget and campus activity funds.

**BACKGROUND INFORMATION:**

Starting in February 2019, CTE and non-CTE students from all five high schools and four junior highs will be competing at the state level for the chance to advance to nationals. The students will be competing with the help of their instructors in many different events.

Submitted by: Valerie Vogt, Chief Academic Officer  
Dr. Jon Maxwell, Executive Director of Student Programs  
Joel Garrett, Director of Career and Technical Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

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

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Foster High School is requesting two budget changes:

The first budget change is to pay for the choir director's travel to the Texas Music Educators Association Convention for professional development.

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

The second budget change is to adjust campus budgets due to the reduction in student enrollment based on October snapshot data.

199-23	School Leadership	(5,600.00)
199-36	Co-curricular/Extra-Curricular Activities	(5,600.00)
199-11	Classroom Instruction	11,200.00

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Leaman Junior High is requesting two budget changes:

The first budget change is to purchase supplies for the school leadership staff development.

199-36	Co-curricular/Extra-Curricular Activities	(792.00)
199-23	School Leadership	792.00

The second budget change is to purchase supplies for theater arts.

199-13	Curriculum and Instr. Staff Development	(458.00)
199-11	Classroom Instruction	458.00

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Velasquez Elementary is requesting a budget change to adjust campus budgets due to reduction in student enrollment based on October snapshot data.

199-13	Curriculum and Instr. Staff Development	(1,210.00)
199-11	Classroom Instruction	1,210.00

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The Teaching and Learning Department is requesting a budget transfer to pay for security during the Science Olympiad.

199-13	Curriculum and Instr. Staff Development	(200.00)
199-52	Security & Monitoring Services	200.00



The Secondary Education Department is requesting two budget changes:

The first budget change is to pay for staff to attend The Advance Placement Annual Conference and Educating Latinos for The Future of America Conference.

199-23	School Leadership	(13,500.00)
199-13	Curriculum and Instr. Staff Development	3,500.00
199-21	Instructional Leadership	10,000.00

The second budget change is to purchase PSAT testing materials.

199-11	Classroom Instruction	(125,000.00)
199-31	Guidance and Counseling	125,000.00

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The Athletics Department is requesting a budget change to purchase supplies for the swimming program.

199-11	Classroom Instruction	(14,500.00)
199-36	Co-curricular/Extra-Curricular Activities	14,500.00

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

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

### **PROGRAM DESCRIPTION:**


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

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

- Ratification of January 2018 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:

  
Dr. Thomas Randle  
Superintendent

## SCHEDULE OF JANUARY 2019 DISBURSEMENTS

**IMPACT/RATIONALE:**

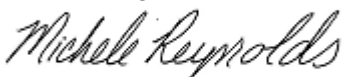
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of January total \$26,922,730 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	17,358,025
614	Employee Benefits	842,303
621	Professional Services	72,051
622	Tuition and Transfer Payments	5,770
623	Education Services Center	31,408
624	Contracted Maintenance and Repair Services	317,031
625	Utilities	583,974
626	Rentals and Operating Leases	694,934
629	Miscellaneous Contracted Services	417,526
631	Supplies and Materials for Maintenance and Operations	334,625
632	Textbooks and Other Reading Materials	121,410
633	Testing Materials	11,083
634	Food Service	575,234
639	General Supplies and Materials	532,232
641	Travel and Subsistence -- Employee and Student	80,755
649	Miscellaneous Operating Costs/Fees and Dues	53,073
659	Other Debt Services Fees	2,750
661	Land Purchase and/or Improvements	1,715
662	Building Purchase, Construction, and/or Improvements	4,253,737
663	Furniture & Equipment - \$5,000 or more per unit cost	610,598
129	Misc. Receivable/Alternative Certification Fees	3,482
131	Inventory Purchases	12,577
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	6,437
	<b>Total</b>	<b>26,922,730</b>

**PROGRAM DESCRIPTION:**

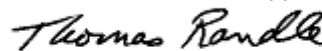
The report above represents all expenditures made during the month of January 2019. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED I.S.D.  
GENERAL FUND  
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF JANUARY 31, 2019**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	171,946,728.00	147,466,535.00	(24,480,193.00)	85.8%
5800-STATE PROGRAM REVENUES	107,034,939.00	39,518,882.00	(67,516,057.00)	36.9%
5900-FEDERAL PROGRAM REVENUES	4,925,000.00	781,653.00	(4,143,347.00)	15.9%
<b>TOTAL- REVENUES</b>	<b>283,906,667.00</b>	<b>187,767,070.00</b>	<b>(96,139,597.00)</b>	<b>66.1%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	237,953,929.00	96,573,477.00	141,380,452.00	40.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	26,311,247.00	8,271,585.00	18,039,662.00	31.4%
6300-SUPPLIES AND MATERIALS	14,070,753.00	4,649,334.00	9,421,419.00	33.0%
6400-OTHER OPERATING EXPENDITURES	5,836,865.00	1,500,439.00	4,336,426.00	25.7%
6600-CAPITAL OUTLAY	1,725,094.00	632,191.00	1,092,903.00	36.6%
<b>TOTAL-EXPENDITURES</b>	<b>285,897,888.00</b>	<b>111,627,026.00</b>	<b>174,270,862.00</b>	<b>39.0%</b>

**Local Investment Pools  
as of January 31, 2019**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	2,300,245.59	0.00	0.00	4,667.68	2,304,913.27
General Account	9,565,934.63	89,629,653.55	20,217,473.34	112,179.22	79,090,294.06
Health Insurance	194,189.76	1,375,806.67	1,150,000.00	1,207.18	421,203.61
Workmen's Comp	184,988.20	16,666.67	50,000.00	391.58	152,046.45
Property Tax	106,946,262.22	68,429,096.86	117,542,089.94	144,924.89	57,978,194.03
Vending Contract Sponsor	296,428.30	0.00	0.00	601.53	297,029.83
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	234,885.68	0.00	0.00	476.61	235,362.29
Student Activity Funds	38,059.62	0.00	0.00	77.07	38,136.69
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	215,660.35	0.00	0.00	437.64	216,097.99
Common Threads Donation	54,899.78	0.00	0.00	111.41	55,011.19
Debt Service 2012A	1,774.47	2,999,719.51	0.00	3,527.23	3,005,021.21
Debt Service 2012B	371.16	2,210,860.24	0.00	2,598.13	2,213,829.53
Debt Service 2014A	314.63	911,213.76	0.00	1,071.15	912,599.54
Debt Service 2014B	712.17	881,066.78	0.00	1,036.57	882,815.52
Debt Service 2013	211.14	1,217,919.99	0.00	1,431.24	1,219,562.37
Debt Service 2013A	312,395.60	2,185,649.64	0.00	3,201.69	2,501,246.93
Debt Service 2015	3,073.71	8,045,064.82	0.00	9,457.83	8,057,596.36
Debt Service 2016A	1,528.05	1,914,590.80	0.00	2,252.44	1,918,371.29
Debt Service 2016B	404.62	503,327.80	0.00	592.16	504,324.58
Debt Service 2017	1,384.39	1,573,779.28	0.00	1,851.74	1,577,015.41
Debt Service 2017 Capitalized Interest	2,063,473.59	0.00	0.00	4,187.22	2,067,660.81
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	8,450,760.14	5,469,243.77	0.00	23,573.76	13,943,577.67
Capital Projects 2018	88,979,346.54	0.00	508,981.81	180,020.88	88,650,385.61
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,176.94	0.00	0.00	10.59	5,187.53
Workers' Comp	743,259.41	0.00	0.00	1,520.15	744,779.56
Property Tax Fund	33,159.07	0.00	0.00	67.82	33,226.89
General Fund	2,668,302.63	0.00	0.00	5,457.34	2,673,759.97
Food Service Fund	93,302.80	0.00	0.00	190.83	93,493.63
Debt Service Series 1996	316.29	0.00	0.00	0.65	316.94
Capital Project Series 1998	722.42	0.00	0.00	1.48	723.90
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	396.03	0.00	0.00	0.81	396.84
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.55	0.00	0.00	0.04	17.59
Capital Projects 2015	948.42	0.00	0.00	1.94	950.36
Debt Service Series 2015	1,250,371.18	0.00	0.00	2,557.32	1,252,928.50
Capital Projects 2017	7,138,816.05	0.00	0.00	14,600.65	7,153,416.70
Capital Projects 2018	75,627,103.77	0.00	0.00	154,676.19	75,781,779.96
Debt Service Series 2018	3,031,547.03	0.00	0.00	6,200.27	3,037,747.30
<b>MBIA Texas CLASS Fund</b>					
General Account	15,981,459.93	0.00	0.00	35,653.17	16,017,113.10
Capital Project Series 1998	941.99	0.00	0.00	2.14	944.13
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	5,270,063.93	0.00	0.00	11,757.05	5,281,820.98
Debt Service 2015	981,018.43	0.00	0.00	2,188.59	983,207.02
Capital Projects 2017	25,502,287.86	0.00	0.00	52,489.39	25,554,777.25
<b>TEXSTAR</b>					
Capital Projects Series 2007	766.37	0.00	0.00	1.55	767.92
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	998,737.38	0.00	0.00	2,030.31	1,000,767.69
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	4,734.72	0.00	0.00	9.65	4,744.37
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,370,914.52	0.00	0.00	6,852.68	3,377,767.20
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	14,165,071.21	0.00	0.00	28,795.91	14,193,867.12
Capital Projects 2018	87,903,646.41	0.00	0.00	178,697.67	88,082,344.08
Debt Service 2018	3,638,210.44	0.00	0.00	7,396.05	3,645,606.49
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,037,790.05	0.00	0.00	2,111.58	1,039,901.63
Capital Projects Series 2008	145.33	0.00	0.00	0.30	145.63
Capital Projects Series 2012A	58.38	0.00	0.00	0.12	58.50
Capital Projects Series 2014A	2,441.01	0.00	0.00	4.97	2,445.98
Capital Projects Series 2014B	2,303,059.13	0.00	0.00	4,686.00	2,307,745.13
Debt Service 2015	139,139.86	0.00	0.00	283.11	139,422.97
Capital Projects 2015	12,072,997.89	0.00	640,816.28	23,791.25	11,455,972.86
Capital Projects 2017	19,955,068.31	0.00	3,179,547.40	39,038.72	16,814,559.63
Capital Projects 2018	45,231,344.60	0.00	0.00	92,031.59	45,323,376.19
Debt Service 2018	1,819,358.70	0.00	0.00	3,701.82	1,823,060.52

<b>ACCOUNT TYPE</b>	<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>2.39</b>	<b>\$499,876.85</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>2.41</b>	<b>\$185,286.08</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>2.62</b>	<b>\$102,090.34</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>2.39</b>	<b>\$223,783.82</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>2.40</b>	<b>\$165,649.46</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$1,176,686.55</b>
<b>EARNINGS 9-01-18 THRU 12-31-18</b>		<b>\$3,625,824.87</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$4,802,511.42</b>

**CONSIDER APPROVAL OF DEPOSITORY  
BANK CONTRACT EXTENSION**

**RECOMMENDATION:**

That the Board of Trustees extend the current depository contract with Wells Fargo, N.A. for an additional two-year term, commencing September 1, 2019 and ending August 31, 2021.

**IMPACT/RATIONALE:**

Pursuant to the provisions of Chapter 45, Subchapter G, Section 45.201, School District Depositories, Texas Education Code, each school district's Board of Trustees must select a Depository to assist with the banking functions for all funds of the District. The contract will remain in force for the 2019-21 biennium, commencing not later than September 1, 2019 and ending August 31, 2021 or until such time as a successor Depository is named.

On May 21, 2015, the District entered into a contract with Wells Fargo, N.A. for banking services for the 2015-17 biennium. This contract has been extended once, and expires on August 31, 2019. As of September 1, 2017, Senate Bill 754 has amended the Texas Education Code (TEC) 45.205(b) by allowing the school district depository contract to be extended a total of three two-year terms. As illustrated by the attached resolution of confirmation from Wells Fargo, N.A., this option has been considered and is the recommendation of the Administration. We have been very pleased with the level of service provided by the bank, and fully expect comparable service in the future.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Board Resolution Extending Depository Contract for Funds  
Of Independent School Districts Under Texas Education Code,  
Chapter 45, Subchapter G, School District Depositories**

Resolved by the Lamar Consolidated ISD that:

Wells Fargo N.A. *Board of Trustees* located at Fort Bend County  
*(Name of Depository Bank)* *(Name of County)*

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code,  
and Lamar Consolidated ISD (CDN: 079901) agree to extend this depository  
*(Name of District)*

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from  
9/01/2019, through 8/31/2021. Under Texas Education Code Section 45.205(b), a school  
district and the district's depository bank may agree to extend a depository contract for three  
additional two-year terms. The extension constitutes the parties' second two-year term.  
*(first, second, third)*

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension  
must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of Lamar Consolidated ISD  
*Name of District*

this the 21 day of February, 2019

\_\_\_\_\_  
*Signature of President of School Board*

AGREED AND ACCEPTED on behalf of Depository this the 31<sup>st</sup> day of January, 2019.

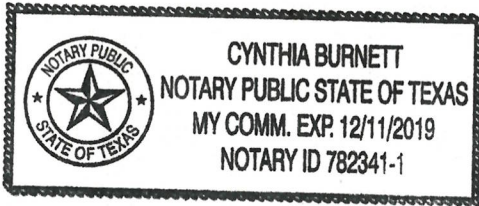
Wells Fargo N.A.

\_\_\_\_\_  
*Typed Name of Depository*

[Signature]  
*Signature of Authorized Bank Officer*

Senior Vice President

\_\_\_\_\_  
*Title of Authorized Bank Officer*



**Acknowledgement**

Acknowledged before me in Harris County, Texas, on January 31, 2019, by  
Cynthia Burnett, bank officer of the Depository named in the preceding  
document, for the Depository.

[Signature]  
*Signature of Notary*

(SEAL)

Notary Public in and for Harris  
County, Texas

**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:**

Arredondo PTO donated \$5,571.84 to purchase a TV for the cafeteria at Arredondo Elementary School.

4KT Energy, LLC donated \$15,000 to purchase a Charger Bust for the main entrance foyer at Fulshear High School.

Hubenak PTA donated \$8,375 to purchase playground equipment shades at Hubenak Elementary School.

Friends of Huggins donated \$5,218.27 to purchase two benches and a new slide at Huggins Elementary School.

McNeill PTO donated \$8,789.70 to purchase a die cut machine and design center for McNeill Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



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

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming March 4 – 8, 2019 as Texas Educational Diagnosticians' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

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

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares **March 4 – 8, 2019** as **Texas Educational Diagnosticians' Week** in the Lamar Consolidated Independent School District and ask our community to recognize the invaluable contributions made by **Educational Diagnosticians**.

Adopted this 21<sup>st</sup> day of February 2019.

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James Steenbergen, President

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Kathryn Kaminski, Secretary

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

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of March 4 - 8, 2019 as Texas Public Schools Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

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

Lamar CISD will be among the more than 1,000 school districts across the state celebrating Texas Public Schools Week during March 2019. In every field—science, engineering, music, technology, etc.—you see the positive effects of Texas Public Schools. Our students, teachers and staff members continue to give us excellent reasons to celebrate their innumerable achievements.

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

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

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

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

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

WHEREAS, for more than 60 years, the observance of **Texas Public Schools Week** has demonstrated the significant impact of education on our future and our communities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District encourages all citizens to reaffirm their commitment to public schools during **Texas Public Schools Week**, March 4 - 8, 2019, and urges all citizens recognize the impact public education has had in raising past, present and future generations of Texans.

Adopted this 21<sup>st</sup> day of February 2019.

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James Steenbergen, President

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Kathryn Kaminski, Secretary

**CONSIDER ADOPTION OF 2019-2020 STUDENT/STAFF  
INSTRUCTIONAL CALENDAR**

**RECOMMENDATION:**

That the Board of Trustees approve the student/staff instructional calendar for 2019-2020, as presented.

**IMPACT/RATIONALE:**

The District held an online survey from January 22 through February 4 to gather feedback from parents and staff members on two calendar proposals developed by the administration.

The online survey resulted in 11,168 responses.

Parents preferred Option B (67%) over Option A (33%).

Staff preferred Option B (57%) over Option A (43%).

All respondents combined preferred Option B (64%) over Option A (36%).

Option B allows for the school year to end before June and requires 20 additional minutes at the end of the elementary instructional day, and 15 additional minutes at the end of the secondary instructional day.

**PROGRAM DESCRIPTION:**

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

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

### Instructional Calendar

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

### Student & Staff Holidays

- Sept. 2 • Labor Day
- Sept. 27 • Fort Bend Fair Day
- Nov. 25-29 • Thanksgiving Break
- Dec. 23 - Jan 3 • Winter Break
- Jan. 20 • MLK Day
- March 9-13 • Spring Break
- April 13 • Easter Break
- May 25 • Memorial Day

### Staff Development & Student Holidays

- August 5-7 (New Teachers)
- August 8-21, January 6, April 10

### Grading Periods

#### ( ) ELEMENTARY (K-5) GRADING PERIODS

First Semester: Instructional Days  
 - 1st -  
 - 2nd -

Second Semester: Instructional Days  
 - 3rd -  
 - 4th -

#### ( ) SECONDARY (6-12) GRADING PERIODS

First Semester: Instructional Days  
 - 1st -  
 - 2nd -  
 - 3rd -

Second Semester: Instructional Days  
 - 4th -  
 - 5th -  
 - 6th -

Total Instructional Days 172

### Bell Schedules

Elementary . . . . . 7:30 a.m. – 3:00 p.m.  
 High School . . . . . 8:15 a.m. – 3:45 p.m.

JULY

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

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

AUGUST

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

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

SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE

**CONSIDER APPROVAL OF NEW BUS PURCHASE**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of 23 new 77-passenger buses with seat belts and 4 new 39-passenger lift buses in the amount of \$3,020,825.

**IMPACT/RATIONALE:**

In November 2017, a bond referendum was approved that included the purchase of new buses. Thomas Bus Gulf Coast has provided BuyBoard pricing for the 27 new buses. Lamar CISD is a member of the BuyBoard Cooperative and can take advantage of this procurement method using BuyBoard contract #549-17.

The procurement will use available bond funds as listed below:

2011 Bond Funds	\$ 406,845.00
2014 Bond Funds	\$ 45,934.00
2017 Bond Funds	\$ 2,568,046.00

**PROGRAM DESCRIPTION:**

Upon approval, Thomas Bus Sales will begin the procurement process to order the new buses.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Lamanda Nipps, CTSBO Purchasing & Materials Manager  
Mike Jones, Transportation Director

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

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

**RECOMMENDATION:**

That the Board of Trustees approve the 2018-2019 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Culver Elementary School and to allow grandfathering of 5th-grade students for the 2019-2020 school year, as presented.

**IMPACT/RATIONALE:**

The 2018-2019 ABC met on January 7 and 14 to consider administrative recommendations for the attendance boundary lines for Culver Elementary. This campus is near the Briarwood Crossing subdivision. Following discussion, the ABC brought Option 1 for public input.

A public meeting was held on January 31 at Terry High School. Flyers were sent home with all Meyer and Thomas students. Parents in the Skyward system also received an email and the District and campus websites included temporary banners highlighting the zoning process. News releases were also sent out to the media during the zoning process.

The ABC listened to the concerns of the community during the public input meeting and decided to meet once more on February 4. No changes were made to the zoning recommendation after the public input meeting.

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

Other points considered:

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

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

Recommended for approval:

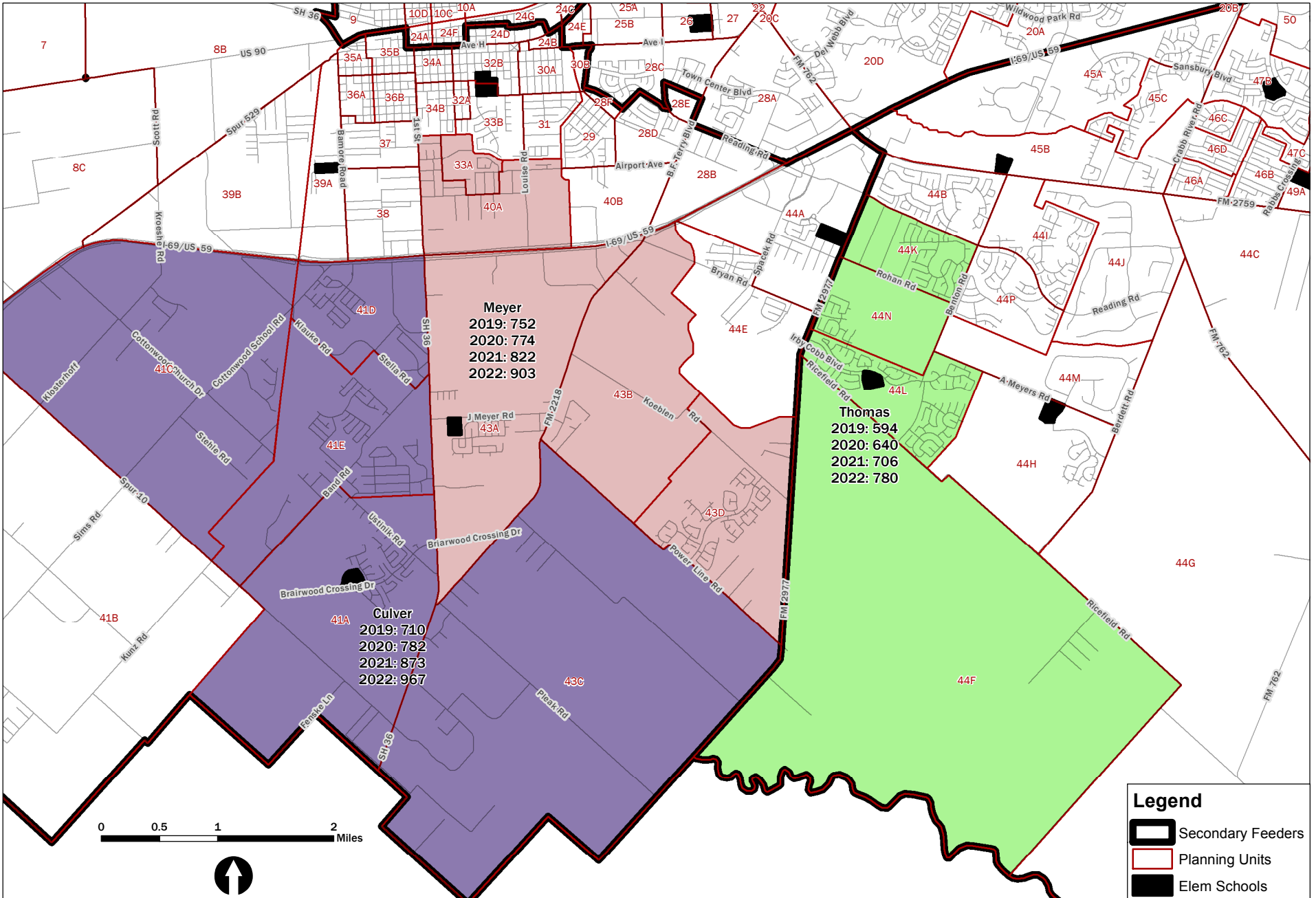


Dr. Thomas Randle  
Superintendent



# ABC Recommendation 2-4-19

Attendance Zone Planning - Lamar C.I.S.D.



**CONSIDER APPROVAL OF ARCHITECT CONTRACT  
FOR THE ALTERNATIVE LEARNING CENTER ADDITIONS AND RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve VLK Architects for the design of Alternative Learning Center additions and renovations and allow the Superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**


On November 7, 2017, a bond referendum was approved that included the additions and renovations to the Alternative Learning 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 2017 bond funds.

**PROGRAM DESCRIPTION:**

Upon approval VLK Architects will begin the design process for Alternative Learning Center additions and renovations.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT  
FOR DEVELOPMENT CENTER RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve PBK Architects for the design of Development Center renovations and allow the Superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 7, 2017, a bond referendum was approved that included the Support Services building and move the Graphic Arts Department into a new space. The Technology Department will be moving into the unoccupied area of the Development 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 available bond funds.

**PROGRAM DESCRIPTION:**

Upon approval PBK Architects will begin the design process for Development Center renovations.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT  
FOR THE JANE LONG HISTORIC GYM RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve VLK Architects for the design of Jane Long Historic Gym renovations and allow the Superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 7, 2017, a bond referendum was approved that included the renovations of the Jane Long Historic Gym. 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 2017 bond funds.

**PROGRAM DESCRIPTION:**

Upon approval VLK Architects will begin the design process for the Jane Long Historic Gym renovations.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF ARCHITECT/ENGINEERING CONTRACT  
FOR THE REMOVAL AND REPLACEMENT OF THE UNDERGROUND  
FUEL TANKS AND FUELING ISLAND**

**RECOMMENDATION:**

That the Board of Trustees approve Morris & Associates for the design of the removal and replacement for the underground fuel tanks and fueling island at the Rosenberg Transportation site and allow the Superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 7, 2017, a bond referendum was approved that included the removal and replacement of the underground fuel tanks and fueling island at the Rosenberg Transportation site. Morris & Associates specializes in fuel island and fuel tank installations and replacements. They have designed projects all over the world and are based in Houston. School districts over the last eighteen months have included Alvin ISD, Alief ISD, Liberty ISD, Spring Branch ISD, and The University of Houston. Morris & Associates has also installed systems for the CenterPoint Fleet and the UPS fleet. 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 2017 bond funds.

**PROGRAM DESCRIPTION:**

Upon approval Morris & Associates will begin the design process for the removal and replacement of the fuel tanks and fueling island at the Rosenberg Transportation site.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT  
FOR THE LANGUAGE OTHER THAN ENGLISH LABS**

**RECOMMENDATION:**

That the Board of Trustees approve PBK Architects for the design of Language Other Than English (LOTE) labs at Foster High School, Lamar Consolidated High School, and Terry High School and allow the Superintendent to begin contract negotiations.

**IMPACT/RATIONALE:**

On November 7, 2017, a bond referendum was approved that included the LOTE lab renovations at Foster High School, Lamar Consolidated High School, and Terry High 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 PBK Architects will begin the design process for LOTE Labs.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT  
FOR HIGH SCHOOL #6 AND JUNIOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees approve the design development for High School #6 and Junior High #6 as presented by PBK Architects, Inc.

**IMPACT/RATIONALE:**

PBK Architects, Inc. will be presenting the design development for High School #6 and Junior High #6. The design development booklets will be provided under separate cover.

**PROGRAM DESCRIPTION:**

On November 7, 2017, Lamar CISD passed a bond issue that included the construction of High School #6 and Junior High #6. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT  
FOR THE WILLIAMS ELEMENTARY SCHOOL RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve the design development for the Williams Elementary School renovations as presented by Huckabee Architects.

**IMPACT/RATIONALE:**

Huckabee Architects will be presenting the design development for the Williams Elementary School renovations. Williams Elementary School will have a new fire sprinkler system installed and the front entry and office renovated. The design development booklets will be provided under separate cover.

**PROGRAM DESCRIPTION:**

On November 7, 2017, Lamar CISD passed a bond issue that included the renovations at Williams Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**CONSIDER APPROVAL OF TEXAS EDUCATION AGENCY CODE COMPLIANCE  
REVIEW FOR THE WILLIAMS ELEMENTARY SCHOOL RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for building code compliance review for the Williams Elementary School renovations in the amount of \$825 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Code compliance review is required by Texas Education Agency when the local permit jurisdiction does not provide building code reviews. The Williams Elementary School renovations is not in an incorporated municipality that performs the code reviews. The review consists of a general review of the plans and specifications for compliance with the current building codes.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



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HOUSTON, TEXAS 77275

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TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

January 9, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Mr. Scot Hartfiel  
Project Manager

Project: Lamar Consolidated Independent School District  
Williams Elementary School – Renovations  
5111 FM 762  
Richmond, Fort Bend County, Texas

Regarding: Proposal – Williams Elementary School - Renovations  
Code Compliance Review and Report  
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

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

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after August 1, 2003.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review will be conducted using the 2015 Editions of the International Building Code, 2015 International Plumbing

Code, 2015 International Mechanical Code, 2015 International Fire Code, 2015 International Energy Code and the NFPA –70 - 2017 National Electrical Code, with the Life Safety Code being the 2012 NFPA 101.

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

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

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

**COMPENSATION:**

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

Williams Elementary School Renovations	TEA Code Review	\$825.00
	Total	\$825.00

**TERMS AND QUALIFICATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

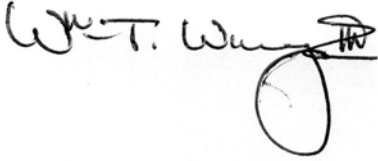
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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

Proposal  
Williams Elementary School - Renovations  
Lamar Consolidated ISD  
February 5, 2019  
Page 4 of 4

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

Respectfully,



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

Cc: File

**ACCEPTANCE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS EDUCATION AGENCY  
CODE COMPLIANCE REVIEW FOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for building code compliance review for High School #6 in the amount of \$81,275 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Code compliance review is required by Texas Education Agency when the local permit jurisdiction does not provide building code reviews. High School #6 is not in an incorporated municipality that performs the code reviews. The review consists of a general review of the plans and specifications for compliance with the current building codes.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



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HOUSTON, TEXAS 77275

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TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

January 9, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
LCISD High School # 6  
7600 Koeblen Road  
Richmond, Fort Bend County, Texas

Regarding: Proposal – LCISD High School # 6  
Code Compliance Review and Report  
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

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

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after August 1, 2003.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review will be conducted using the 2015 Editions of the International Building Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Fire Code, 2015 International Energy Code and the NFPA –70 - 2017 National Electrical Code, with the Life Safety Code being the 2012 NFPA 101.

Proposal  
LCISD High School # 6  
Lamar Consolidated ISD  
January 9, 2019  
Page 2 of 4

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

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

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

**COMPENSATION:**

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

LCISD High School # 6 7600 Koeblen Road	TEA Code Review	\$81,275.00
	Total	\$81,275.00

**TERMS AND QUALIFICATIONS:**

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

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

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



Proposal  
LCISD High School # 6  
Lamar Consolidated ISD  
January 9, 2019  
Page 3 of 4

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

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

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

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

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

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

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

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

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

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

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

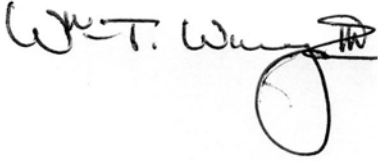
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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

Proposal  
LCISD High School # 6  
Lamar Consolidated ISD  
January 9, 2019  
Page 4 of 4

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

Respectfully,



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

Cc: File

**ACCEPTANCE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS EDUCATION AGENCY CODE COMPLIANCE  
REVIEW FOR JUNIOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for building code compliance review for Junior High School #6 in the amount of \$36,975 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

Code compliance review is required by Texas Education Agency when the local permit jurisdiction does not provide building code reviews. Junior High School #6 is not in an incorporated municipality that performs the code reviews. The review consists of a general review of the plans and specifications for compliance with the current building codes.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



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E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

January 9, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
LCISD Junior High School # 6  
7500 Koebler Road  
Richmond, Fort Bend County, Texas

Regarding: Proposal – LCISD High School # 6  
Code Compliance Review and Report  
TEA Chapter 61 Standards - Full Review

Dear Mr. Kevin McKeever,

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

#### SCOPE OF SERVICES:

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after August 1, 2003.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review will be conducted using the 2015 Editions of the International Building Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Fire Code, 2015 International Energy Code and the NFPA –70 - 2017 National Electrical Code, with the Life Safety Code being the 2012 NFPA 101.

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

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

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

**COMPENSATION:**

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

LCISD Junior High School # 6 7500 Koeblen Road	TEA Code Review	\$36,975.00
	Total	\$36,975.00

**TERMS AND QUALIFICATIONS:**

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

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

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

Proposal  
LCISD Junior High School # 6  
Lamar Consolidated ISD  
January 9, 2019  
Page 3 of 4

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

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

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

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

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

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

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

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

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

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

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

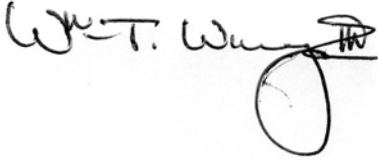
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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

Proposal  
LCISD Junior High School # 6  
Lamar Consolidated ISD  
January 9, 2019  
Page 4 of 4

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

Respectfully,



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

Cc: File

**ACCEPTANCE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND  
INSPECTION FOR THE TERRY HIGH SCHOOL SERVING LINE PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards review and inspection for the Terry High School serving line project in the amount of \$1,250 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

TAS Plan review and inspection is required to verify the plans comply with Texas Accessibility Standards.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent





P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

February 5, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Mr. Scot Hartiel  
Project Manager  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
Terry High School – Alteration  
5500 Ave N  
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD  
Terry High School – Alteration  
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

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

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

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

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

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

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

**COMPENSATION:**

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

Terry High School – Alteration

TAS – Plan Review	\$ 500.00
TAS – Site Inspection	\$ 575.00
TDLR Fee (If Required)	\$ 175.00
Total	\$1,250.00

**TERMS AND QUALIFICATIONS:**

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

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

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

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the

project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

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

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

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

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

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

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

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

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

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

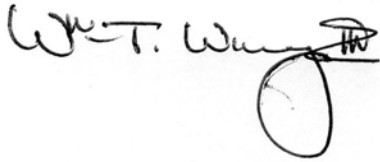
This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

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

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

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

Respectfully,



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

ACCEPTANCE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW  
AND INSPECTION FOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards review and inspection for High School #6 in the amount of \$5,950 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

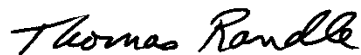
Texas Accessibility Standards review and inspection is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

**PROGRAM DESCRIPTION:**

TAS Plan review and inspection is required to verify the plans comply with Texas Accessibility Standards.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
PAGER 281-278-1833  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

January 9, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
LCISD High School # 6  
7600 Koeblen Road  
Richmond, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD – LCISD High School # 6  
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

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

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

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

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

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

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

**COMPENSATION:**

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

Lamar Consolidated ISD – LCISD High School # 6

TAS – Plan Review	\$2,900.00
TAS – Site Inspection	\$2,875.00
TDLR Fee	\$ 175.00
Total	\$5,950.00

**TERMS AND QUALIFICATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

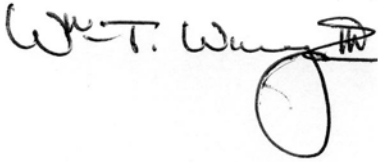
This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

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



Proposal - Lamar Consolidated ISD  
LCISD High School # 6  
January 9, 2019  
Page 4 of 4

Respectfully,



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

**ACCEPTANCE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW  
AND INSPECTION FOR JUNIOR HIGH SCHOOL #6**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards review and inspection for Junior High School #6 in the amount of \$3,550 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
PAGER 281-278-1833  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

January 9, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
LCISD Junior High School # 6  
7500 Koeblen Road  
Richmond, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD – LCISD Junior High School # 6  
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

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

#### SCOPE OF SERVICES:

The Consultant shall perform the following services:

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

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

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

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

**COMPENSATION:**

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

Lamar Consolidated ISD – LCISD Junior High School # 6

TAS – Plan Review	\$1,700.00
TAS – Site Inspection	\$1,675.00
TDLR Fee	\$ 175.00
Total	\$3,550.00

**TERMS AND QUALIFICATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

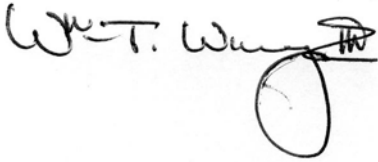
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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

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

Proposal - Lamar Consolidated ISD  
LCISD Junior High School # 6  
January 9, 2019  
Page 4 of 4

Respectfully,



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

**ACCEPTANCE:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND  
INSPECTION FOR THE WILLIAMS ELEMENTARY SCHOOL RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards review and inspection for the Williams Elementary School renovations in the amount of \$1,650 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

February 5, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Mr. Scot Hartiel  
Project Manager  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
Williams Elementary School  
5111 FM 762  
Richmond, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD  
Williams Elementary \_ Renovations  
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

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

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

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



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

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

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

**COMPENSATION:**

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

**William Elementary School – Renovations**

TAS – Plan Review	\$ 700.00
TAS – Site Inspection	\$ 775.00
TDLR Fee (If Required)	\$ 175.00
Total	\$1,650.00

**TERMS AND QUALIFICATIONS:**

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

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

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

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the

project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

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

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

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

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

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

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

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

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

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

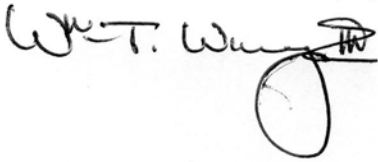
This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

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

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

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

Respectfully,



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

ACCEPTANCE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW  
AND INSPECTION FOR THE GEORGE JUNIOR HIGH SCHOOL  
SERVING LINE PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards review and inspection for the George Junior High School serving line project in the amount of \$1,250 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

February 5, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Mr. Scot Hartiel  
Project Manager  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School  
District George Junior High School – Alteration  
8181 FM 762  
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD  
George Junior High School –  
Alteration TAS Plan Review  
and Inspection

Dear Mr. Kevin McKeever,

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

#### SCOPE OF SERVICES:

The Consultant shall perform the following services:

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

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

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

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

**COMPENSATION:**

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

George Junior High School – Alteration

TAS – Plan Review	\$ 500.00
TAS – Site Inspection	\$ 575.00
TDLR Fee (If Required)	\$ 175.00
Total	\$1,250.00

**TERMS AND QUALIFICATIONS:**

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

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

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

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the

project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

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

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

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

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

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

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

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

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

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

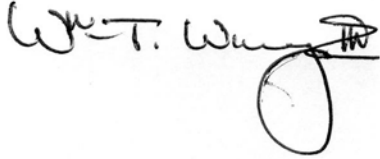
This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

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

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

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

Respectfully,



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

ACCEPTANCE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:



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

**RECOMMENDATION:**

That the Board of Trustees approve change order #1 in the amount of \$27,344 and final payment in the amount of \$417,511.55 to Turner Construction Company for the construction of the Natatorium at Foster High School and authorize the Board President to sign the change order.

**IMPACT/RATIONALE:**

Turner Construction was the contractor for the construction of the Natatorium at Foster High School. Substantial Completion was achieved on August 31, 2018. Funding is from the 2014 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the change order and Turner Construction will be paid in full for the construction of the Natatorium at Foster High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture  
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Natatorium - Foster High School 4400 FM 723 Richmond, TX 77092	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: June 14, 2017	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: January 17, 2019
<b>OWNER:</b> <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, TX 77471	<b>ARCHITECT:</b> <i>(Name and address)</i> PBK Architects  11 Greenway Plaza Houston, TX 77046	<b>CONTRACTOR:</b> <i>(Name and address)</i> Turner Construction Company  4263 Dacoma Street Houston, TX 77046

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Natatorium - Foster High School Additive Change Order using reallocated funds from the remaining George Ranch Natatorium Contingency Allowance

Original Owners Contingency Allowance:	\$ 95,000.00
Increase to Owners Contingency Allowance:	\$ 27,344.00
Revised Owners Contingency Allowance:	\$122,344.00

The original Contract Sum was	\$ 7,690,035.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,690,035.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,344.00
The new Contract Sum including this Change Order will be	\$ 7,717,379.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

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

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

PBK Architects _____ <b>ARCHITECT</b> <i>(Firm name)</i>	Turner Construction Company _____ <b>CONTRACTOR</b> <i>(Firm name)</i>	Lamar Consolidated Independent School District _____ <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
Rick Blan, AIA _____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>	James Steenbergen, Board President _____ <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	_____ <b>DATE</b>	_____ <b>DATE</b>

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

PROJECT: Natatorium - **Foster High School**  
 4400 FM 723  
 Richmond, TX 77406

APPLICATION NO: 16  
 PERIOD TO: 2/28/2019  
 Arch Project No:  
 LCISD Project No: 170819

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACTOR:  
 Turner Construction Company  
 4263 Dacoma Street  
 Houston, Texas 77092

VIA ARCHITECT:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet

1. ORIGINAL CONTRACT SUM .....	<u>\$7,690,035.00</u>
2. NET change by Change Order.....	<u>\$27,344.00</u>
3. CONTRACT SUM TO DATE (Line 1 & 2).....	<u>\$7,717,379.00</u>
4. TOTAL COMPLETED & STORED TO DATE .....	<u>7,717,379.00</u>
(Column F on G703)	
5. RETAINAGE:	
a. <u>5</u> % of Completed Work	\$ -
(Columns ((E + F) * 5%) on G703)	
b. <u>5</u> % of Stored Material	-
(Column G * 5% on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column J .....	<u>\$ -</u>
6. TOTAL EARNED LESS RETAINAGE.....	<u>\$7,717,379.00</u>
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate).....	<u>\$7,299,867.45</u>
8. CURRENT PAYMENT DUE.....	<u>\$417,511.55</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	<u>\$0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$27,344
Total approved this Month	\$0	\$0
TOTALS	\$0	\$27,344
NET CHANGES by Change Order	\$27,344.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the

the subcontract terms and conditions for work for which previous Applications for Payment were issued and

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

State of: Texas  
 County of: Harris

Subscribed and sworn to before  
 me this

Notary Public

My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

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

AMOUNT CERTIFIED..... \$417,511.55

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

87

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1  
AND FINAL PAYMENT FOR THE NATATORIUM  
AT FULSHEAR HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve deductive change order #1 in the amount of \$1,884 and final payment in the amount of \$424,518.65 to Turner Construction Company for the construction of the Natatorium at Fulshear High School and authorize the Board President to sign the change order.

**IMPACT/RATIONALE:**

Turner Construction was the contractor for the construction of the Natatorium at Fulshear High School. Substantial Completion was achieved on August 31, 2018. Funding is from the 2014 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the change order and Turner Construction will be paid 100 percent for the construction of the Natatorium at Fulshear High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture  
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**AIA**<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Natatorium - Fulshear High School  
9302 Bois D'Arc Lane  
Fulshear, TX 77441

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: June 14, 2017

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: January 17, 2019

**OWNER:** *(Name and address)*  
Lamar Consolidated Independent School  
District  
3911 Avenue I  
Rosenberg, TX 77471

**ARCHITECT:** *(Name and address)*  
PBK Archiects  
11 Greenway Plaza  
Houston, TX 77441

**CONTRACTOR:** *(Name and address)*  
Turner Construction  
4263 Dacoma Street  
Houston, TX 77092

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Natatorium - Fulshear High School Deductive Change Order

Original Owners Contingency Allowance:	\$ 95,000.00
Approved Allowance Expenditures Authorizations:	\$ 93,116.00
Remaining Balance Allowance Expenditure Authorizations:	\$ 1,884.00

The original Contract Sum was	\$	7,942,283.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	7,942,283.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	1,884.00
The new Contract Sum including this Change Order will be	\$	7,940,399.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

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

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

PBK Archiects  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Turner Construction Company  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

Lamar Consolidated Independent School  
District  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Rick Blan, AIA  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Tyran Shivers  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
James Steenbergen, Board President  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

PROJECT: Natatorium - **Fulshear High School**  
9302 Charger Way  
Fulshear, TX 77441

APPLICATION NO: 16  
PERIOD TO: 2/28/2019  
Arch Project No:  
LCISD Project No: 170817

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACTOR: Turner Construction Company  
4263 Dacoma Street  
Houston, Texas 77092

VIA ARCHITECT:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet

1. ORIGINAL CONTRACT SUM .....	\$7,942,283.00
2. NET change by Change Order.....	(\$1,884.00)
3. CONTRACT SUM TO DATE (Line 1 & 2).....	\$7,940,399.00
4. TOTAL COMPLETED & STORED TO DATE .....	7,940,399.00
(Column F on G703)	
5. RETAINAGE:	
a. <u>5</u> % of Completed Work	\$ -
(Columns ((E + F) * 5%) on G703)	
b. <u>5</u> % of Stored Material	-
(Column G * 5% on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column J .....	
	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$7,940,399.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate).....	\$7,515,880.35
8. CURRENT PAYMENT DUE.....	\$424,518.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	(\$1,884)
TOTALS	\$0	(\$1,884)
NET CHANGES by Change Order	(\$1,884.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the

the subcontract terms and conditions for work for which previous Applications for Payment were issued and payments received from the Owner and that the current payment shown herein is now due.

CONTRACTOR: Turner Construction Company

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

State of: Texas  
County of: Harris

Subscribed and sworn to before me this

Notary Public

My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

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

AMOUNT CERTIFIED..... \$424,518.65

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

#REF!

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1  
AND FINAL PAYMENT FOR THE NATATORIUM  
AT GEORGE RANCH HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve deductive change order #1 in the amount of \$28,966 and final payment in the amount of \$422,200.10 to Turner Construction Company for the construction of the Natatorium at George Ranch High School and authorize the Board President to sign the change order.

**IMPACT/RATIONALE:**

Turner Construction was the contractor for the construction of the Natatorium at George Ranch High School. Substantial completion was achieved on August 31, 2018. Funding is from the 2014 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the change order and Turner Construction will be paid in full for the construction of the Natatorium at George Ranch High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture  
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Natatorium - George Ranch High School  
8181 FM 762  
Richmond, TX 77469

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: June 14, 2017

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: January 17, 2018

**OWNER:** *(Name and address)*  
Lamar Consolidated Independent School  
District  
3911 Avenue I  
Rosenberg, TX 77471

**ARCHITECT:** *(Name and address)*  
PBK Architects  
11 Greenway Plaza  
Houston, TX 77046

**CONTRACTOR:** *(Name and address)*  
Turner Construction Company  
4263 Dacoma Street  
Houston, TX 77092

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Natatorium - George Ranch High School Deductive Change Order

Original Owners Contingency Allowance: \$ 95,000.00  
Approved Allowance Expenditures Authorizations: \$ 66,034.00  
Remaining Balance Allowance Expenditure Authorizations: \$ 28,966.00

The original Contract Sum was	\$ 8,261,332.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 8,261,332.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 28,966.00
The new Contract Sum including this Change Order will be	\$ 8,232,366.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

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

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

PBK Architects  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Turner Construction Company  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

Lamar Consolidated Independent School  
District  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Rick Blan, AIA  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Tyran Shivers  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
James Steenbergen,, Board President  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

PROJECT: Natatorium - **George Ranch High S.**  
8181 FM 762  
Richmond, TX 77469

APPLICATION NO: 16  
PERIOD TO: 2/28/2019  
Arch Project No:  
LCISD Project No: 170818

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACTOR:  
Turner Construction Company  
4263 Dacoma Street  
Houston, Texas 77092

VIA ARCHITECT:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet

1. ORIGINAL CONTRACT SUM .....	\$8,261,332.00
2. NET change by Change Order.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 & 2).....	\$8,261,332.00
4. TOTAL COMPLETED & STORED TO DATE .....	8,232,373.00
(Column F on G703)	
5. RETAINAGE:	
a. <u>5</u> % of Completed Work	\$ -
(Columns ((E + F) * 5%) on G703)	
b. <u>5</u> % of Stored Material	-
(Column G * 5% on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column J .....	
	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$8,232,373.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate).....	\$7,790,172.90
8. CURRENT PAYMENT DUE.....	\$442,200.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$28,959.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
<b>TOTALS</b>	<b>\$0</b>	<b>\$0</b>
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that the contractor has paid or will pay subcontractors amounts due in accordance with the subcontract terms and conditions for work for which previous Applications for Payment were issued and payments received from the Owner and that the current payment shown herein is now due.

CONTRACTOR: Turner Construction Company

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

State of: Texas  
County of: Harris

Subscribed and sworn to before  
me this

Notary Public

My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

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

AMOUNT CERTIFIED..... \$442,200.10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF PURCHASE OF TEMPORARY  
CLASSROOMS AND RESTROOM FACILITIES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of fourteen (14) temporary double dry classrooms and three (3) temporary restroom units from Palomar Modular Buildings in the amount of \$1,093,042.

**IMPACT/RATIONALE:**

Temporary classrooms are needed at 8 campuses in Lamar CISD due to growth. The following schools need additional classrooms:

Adolphus Elementary – 1 unit  
Bowie Elementary – 1 restroom unit  
George Ranch High School – 2 units  
Hubenak Elementary – 3 units and 1 restroom unit.  
Lindsey Elementary – 3 units  
Polly Ryon Middle School – 1 unit  
Reading Junior High School – 2 units  
Terry High School – 2 units and 1 restroom unit

These temporary classrooms and restroom facilities will be purchased through the Choice Partners cooperative contract #15/025JN-05. The funds for this purchase are from the 2011 available bond funds.

**PROGRAM DESCRIPTION:**

Upon approval, Palomar Modular Buildings will begin construction of the units in preparation for the 2019-2020 school year.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Aaron Morgan, Director of Maintenance  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587 [www.palomarmodularbuildings.com](http://www.palomarmodularbuildings.com)

February 12, 2019

Horacio Lozano  
Lamar CISD  
1051 Lane Drive | Rosenberg, TX 77471

Dear Horacio Lozano (Junior),

Thank you for your interest in Palomar Modular Buildings, LLC. The price reflected below, for double Classroom Dry (with closets) manufactured, delivered, and set is based on the attached specifications and floor plans.

Pricing based on contract with co-op pricing- Choice Partners 15/025JN-05

(14) Double Dry Classroom units to be delivered, set and skirted to the following locations:

- (2)- George Ranch High school- 8181 FM762 Richmond Texas
- (2)- Reading Jr. High- 8101 FM 762 Richmond Texas
- (1)- Polly Ryon Middle School- 7901 FM 762 Richmond Texas
- (3)- Lindsey Elementary- 2431 Joan Collier Trace Katy Texas
- (1)- Adolphus Elementary- 7910 Winston Ranch Parkway Richmond Texas
- (2)- Terry HS- 5500 Avenue N. Rosenberg, TX
- (3)- Hubenak- 11344 Rancho Bella Pkwy. Richmond, TX

1. The purchase price as specified is \$66,191 per building. **This price includes Sargent hardware, gutters, Armstrong 770 ceiling tiles per your spec.** The price does not include poured concrete footers, canopies, handicap ramps, steps, gutters, self-contained fire alarm, low voltage equipment, utility hookups, site work, taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.
2. The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.
3. Prices are valid for 30 days. Our payment terms are 50% due upon execution on PO or Contract, 40% due upon completion of manufacturing at PMB and 10% when the building is accepted or occupied, whichever comes first.

Sincerely,

Jade Pulfer  
Business Developer  
Palomar Modular Buildings LLC  
469-727-0727



505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587 [www.palomarmodularbuildings.com](http://www.palomarmodularbuildings.com)

January 14, 2019

Horacio Lozano  
Lamar CISD  
1051 Lane Drive | Rosenberg, TX 77471

Dear Horacio Lozano (Junior),

Thank you for your interest in Palomar Modular Buildings, LLC. The price reflected below, for 14' x 38' (nominal dimensions), Restroom Unit manufactured, delivered, and set is based on the attached specifications and floor plans.

Pricing based on contract with co-op pricing- Choice Partners 15/025JN-05

1. The purchase price as specified is \$55,456 per building. The price does not include poured concrete footers, canopies, handicap ramps, steps, gutters, self-contained fire alarm, low voltage equipment, utility hookups, site work, taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.
2. The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.
3. Prices are valid for 30 days. Our payment terms are 50% due upon execution on PO or Contract, 40% due upon completion of manufacturing at PMB and 10% when the building is accepted or occupied, whichever comes first.

\*\*Deck, steps and ramps additional \$8,750

Sincerely,

Jade Pulfer  
Business Developer  
Palomar Modular Buildings LLC  
469-727-0727

**CONSIDER APPROVAL OF ROOFING AND WATERPROOFING  
MAINTENANCE AGREEMENT #14-2019LN**

**RECOMMENDATION:**

That the Board of Trustees approve Restoration Services, Inc. as the primary vendor and JR Jones as the secondary vendor for the maintenance and waterproofing repairs throughout the district as needed and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposals #14-2019LN were solicited for the roofing and waterproofing repairs at facilities throughout the District. After reviewing the proposal documents the Lamar CISD Administration and the BEAM Professionals recommend the contract be awarded to the highest ranked firm, Restoration Services, Inc. as primary and JR Jones Roofing as secondary.

Repairs are funded by local budgeted 2018-19 funds.

**PROGRAM DESCRIPTION:**

The base bid is identified on the attached bid tabulation. Upon approval, the contracts will be prepared for execution and Restoration Services, Inc. and JR Jones Roofing will be available to use as needed for repairs.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Aaron F. Morgan, Region IV Education Service Center

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**PROPOSAL TABULATION SHEET**  
**2018 Lamar CISD Reroofing Package**  
 Lamar Consolidated Independent School District  
 LCISD Project # 14-2019LN // PBK Project #18400  
 Proposal Date/Time: Tuesday, January 29, 2019



86

<b>Contractors</b>	<b>Proposed Price Dollars per man</b>	<b>Purchase Price (20) -</b> <i>Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document. (Lowest bid price/offers bid price)x20</i>	<b>Reputation of the Vendor and vendor's goods/services (15) -</b> <i>Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.</i>	<b>Quality of the vendor's goods/services (10) -</b> <i>Overall assessment of vendor's services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.</i>	<b>Extend to which the goods/services meet the District's needs (15) -</b> <i>Assessment of Submitted Project Plan and Schedules</i>	<b>Vendor's Past relationship with the district (5) -</b> <i>5- Good Business with LCISD, staff recommends use again; 3- Good business with no documented issue OR never performed business with LCISD but has experience with other school districts or government entities; 1- Past performance was documented as being poor.</i>	<b>Proposed Team offers experience and knowledge base to the project (15) -</b> <i>Resume submission of team; Organizational chart of team working on Lamar CISD project.</i>	<b>Ability to service our accounts with proper staff and insurance requirements (10) -</b> <i>Provide proof of proper insurance as defined in this proposal including the percentage of bonding coverage with the inclusion of this contract.</i>	<b>Safety Record (10) -</b> <i>Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below. 8 - EMR of .50 or less 6 - EMR 0.51-0.85 4 - EMR 0.86-0.99 2 - EMR greater than 1.0 2 additional points awarded when vendor submits an electronic or paper copy of their company safety program or handbook.</i>	<b>EVALUATION TOTALS</b>
<b>JR Jones Roofing</b>	<b>\$ 50.00</b>	17.60	14.20	10.00	15.00	3.00	15.00	10.00	4.00	88.80
<b>Restoration Services, Inc.</b>	<b>\$ 44.00</b>	20.00	14.50	10.00	15.00	5.00	15.00	10.00	8.00	97.50
<b>Royal American Services</b>	<b>\$ 65.89</b>	13.36	13.20	8.00	10.00	3.00	10.00	10.00	0.00	67.56

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046-1104  
Phone: 713-940-3201  
Fax: 713-961-4571  
www.BEAM Prof.com

February 4, 2019

**VIA: E-MAIL**



Mr. Aaron Morgan  
Lamar Consolidated Independent School District  
1051 Lane Drive  
Rosenberg, Texas 77471

**RE:** Roofing & Waterproofing Maintenance  
Lamar Consolidated Independent School District  
LCISD #04-2019LN // BEAM Project No.: 18400

Dear Mr. Morgan:

On Tuesday, February 29, 2019, the Lamar Consolidated Independent School District received proposals for the Roofing & Waterproofing Maintenance contract. A total of three (3) roofing contractors submitted a proposal.

A Selection Committee made up of staff from the District and from BEAM began evaluating the proposals immediately; ranking each proposer on the selection criteria published in the Instructions to Proposers section of the Contract Documents. The selection committee considered the Contractor's Proposals, additional information submitted as part of the proposal submission, and additional references from area school districts.

Based on a thorough review and analysis of the submitted proposals, qualifications, references, and recommended alternates, BEAM hereby recommends acceptance of the proposal outlined as submitted by Restoration Services, Inc. for the sum of Forty-Four Dollars (\$44.00) per man with One (1) hour of travel time per each purchase order.

It is also BEAM's recommendation for the district to enter into an agreement with JR Jones Roofing & Waterproofing, should Restoration Services, Inc. be unavailable to respond to the PO in a timely manner. BEAM recommends accepting the proposal outlined as submitted by JR Jones Roofing in the amount of Fifty Dollars (\$50.00) per man with One (1) hour of travel time per each purchase order.

Restoration Services, Inc. is a roofing and waterproofing contractor based in Houston, Texas who has successfully executed numerous projects for school districts in the area including Galena Park ISD, Magnolia ISD, and Katy ISD. JR Jones Roofing & Waterproofing is also based in Houston, Texas and has successfully executed numerous projects for local school districts including Katy ISD, Cypress-Fairbanks ISD and Spring ISD.

Mr. Aaron Morgan  
February 4, 2019  
Page 2

We look forward to a successful roofing and waterproofing maintenance contract for Lamar CISD. If you have any questions concerning the proposed roofing contractor or our recommendations for acceptance, please do not hesitate to contact us.

Sincerely,  
**BEAM Professionals, A PBK Company**

A handwritten signature in blue ink, appearing to read "Peter Saker", with a long horizontal flourish extending to the right.

Peter Saker  
*Vice President - Texas*



**CONSIDER APPROVAL OF THE CDL THIRD PARTY TEST AGREEMENT  
WITH SPRING ISD FOR THIRD PARTY CDL TESTING  
OF SCHOOL BUS DRIVER TRAINEES**

**RECOMMENDATION:**

That the Board of Trustees approve the CDL Third Party Testing Agreement with Spring ISD for the purposes of skills testing Lamar CISD school bus driver trainees.

**IMPACT/RATIONALE:**

Since the State of Texas implemented federally required changes to the Texas DPS CDL testing procedures, the number of CDL testing facilities in Texas dropped from over 120 sites to just 22 sites. The time required to schedule a skills test with a DPS testing facility can now be up to three months. New state rules now allow fee-based third-party testing. Utilizing third party testing would allow shorter times for school bus driver trainees to become licensed and ready to begin driving routes for Lamar CISD.

The agreement is attached for Board review.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
Mike Jones, Transportation Director

Recommended for approval:



Dr. Thomas Randle  
Superintendent

16717 ELLA BLVD.  
HOUSTON, TX 77090

281-891-6000

[www.springisd.org](http://www.springisd.org)

### **CDL THIRD PARTY TESTING AGREEMENT**

**THIS COMMERCIAL DRIVER'S LICENSE (CDL) THIRD PARTY TESTING AGREEMENT (this "Agreement")** by and between **SPRING INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "SISD") and **Lamar Consolidated ISD** (hereinafter referred to as "Participating District") is entered into pursuant to the Texas Department of Public Safety Memorandum of Understanding entitled Texas Commercial Driver License Third-Party Skills Testing (the "MOU"), attached hereto as "Exhibit A." Under this Agreement, SISD shall provide certified CDL skills tests on behalf of the State of Texas in accordance with standards, guidelines and/or policies established by the Federal Motor Carrier Safety Regulation, the Texas Department of Public Safety ("DPS"), and state law. SISD and Participating District agree to the following:

1. **TESTING AGREEMENT:** SISD agrees to be the non-sole provider of CDL testing for employees at Participating District required to obtain or renew a CDL license. CDL third-party testing is comprised of three parts known as: Vehicle Inspection, Basic Control Skills, and Road Test. SISD's transportation department will be responsible for providing CDL testing to the employees of Participating District.
2. **TERM:** The term of this Agreement will be for one (1) year from the last date listed below the signature line of this contract.
3. **CDL TESTING FEES:** Participating District shall pay fees associated with third-party CDL testing (and re-testing, if applicable) in accordance with the schedule attached hereto as Exhibit "B." No fees paid by Participating District shall be refunded if Participating District's employee fails any portion of the CDL test. Participating District shall provide payment to SISD in advance or at the time of the examination. SISD shall provide Participating District with a receipt of payment. The fees listed on Exhibit "B" may be modified annually based on the cost of performing this service. Should any fee change as a result of DPS or other state policy during the term of this contract, SISD will provide written notice to Participating District of the new fee and the effective date for the change in fee.
4. **APPLICANT PRE-TEST REQUIREMENTS:** Participating District shall provide SISD's Designated Responsible Person (as defined in the MOU) with all of the following documentation pertaining to the CDL candidate prior to the commencement of the Vehicle Inspection, Basic Control Skills, and/or Road Test:
  - Clearly legible copy of candidate's valid driver's license
  - Clearly legible copy of candidate's valid Commercial Learner's Permit (CLP)
  - A Texas School Bus Driver's Driving Record (Type 4) for the candidate that has been obtained from the DPS Contractor Driving Record online system within 7 days prior to the skills test

5. **VEHICLES USED FOR CDL TESTING AND DAMAGES:** Participating District shall properly transport the appropriate CDL vehicle that will be used for the test to and from SISD's testing site. Participating District's vehicle shall be properly licensed and insured. Participating District is liable for any and all damages caused by Participating District's employee to property or vehicles owned by SISD or employees employed by SISD during the CDL testing.
6. **APPLICABLE LAW AND VENUE:** This Agreement is made in Texas, and shall be governed by the laws of the State of Texas and all applicable provisions under that certain Agreement Between The Texas Department of Public Safety Driver License Division And A Commercial Driver License Third Party Tester, by and between SISD and DPS (the "DPS Agreement"), attached hereto as "Exhibit C." The parties hereto irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas, for any action under this Agreement.
7. **TERMINATION:** This Agreement may be terminated at any time and for any reason by either party to this contract. Notice of such termination shall be in writing, and shall be duly served when it is hand-delivered, or deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the organization contact identified in Section 9 of this Agreement. Should Participating District owe any fee to SISD upon contract termination, such fee must be paid within 30 days of Agreement termination or Participating District agrees to be responsible for any court costs or collection fees associated with billing or collection after the 30<sup>th</sup> day.
8. **CDL TEST ADMINISTRATION:** Participating District shall be scored using the Texas Department of Public Safety / CDL Skills Test Score Sheet under the provisions of the AAMVA CDL Examiner's Manual. The decision of SISD's third-party tester is final and cannot be appealed. The results of the CDL test will be forwarded via Commercial Skills Test Information Management System (CSTIMS) to the Texas Department of Public Safety within 24 hours of test completion.
9. **NOTICE CONTACTS:** The parties agree that notices and other communications under this Agreement shall be provided to the attention of the following persons identified:

**SISD****For required notices under Section 7 and other official purposes:**

**To:** Spring Independent School District  
**Attn:** Rodney E. Watson, Ph.D.  
 Superintendent of Schools  
**Street Address:** 16717 Ella Boulevard  
 Houston, Texas 77090

**For operational purposes:**

**To:** Spring Independent School District  
**Attn:** Keith Kaup, Director of Transportation  
**Street Address:** 341 E. Richey Rd., Bldg. B  
 Houston, Texas 77073

**PARTICIPATING DISTRICT**

**To:** Lamar Consolidated ISD  
**Attn:** Dr. Thomas Randle  
**Street Address:** 3017 Avenue I  
 Rosenberg, TX 77471

IN WITNESS WHEREOF, the parties have executed this Agreement on the last day listed below the signature lines below.

**PARTICIPATING DISTRICT**

**SPRING INDEPENDENT SCHOOL DISTRICT**

**Lamar Consolidated ISD**  
Business Name \_\_\_\_\_

BY: \_\_\_\_\_  
Rodney E. Watson Date  
Superintendent of Schools

\_\_\_\_\_  
BY:  
Dr. Thomas Randle  
Superintendent of Schools

**APPROVED AS TO FUNDING/BUSINESS TERMS:**

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

BY: \_\_\_\_\_  
Ann Westbrooks Date  
Chief Financial Officer

Taxpayer ID Number:  
\_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Jeremy Binkley Date  
General Counsel for SISD

**EXHIBIT "B"**

<b>Third Party CDL Test Fees</b>	<b>Class A</b>	<b>Class B</b>
Full Exam (Initial or Re-Test)	NOT AVAILABLE	\$150.00
Re-Test (Two portions or less)	NOT AVAILABLE	\$100.00

- Applicant must have the appropriate permits and a valid driver's license in their possession at the time of the exam.
- Applicant is required to bring appropriate vehicle along with the registration and proof of insurance.
- If an applicant is disqualified (fails) any part of the test, vehicle inspection, basic control skills, or road test and has to be retested, the fee for that test will be charged when retested.
- Payment must be received by SISD at the time of testing or in advance of the test date.
- Payment of any fees to SISD will not affect fees payable by the applicant to Texas Department of Public Safety for issuance of a driver's license.
- SISD does not issue driver's licenses and cannot guarantee issuance of a Commercial Driver's License nor in any way influence the Texas Department of Public Safety.

**CONSIDER APPROVAL OF BLANKET PURCHASE AGREEMENT (BPA)  
WITH HON COMPANY LLC**

**RECOMMENDATION:**

That the Board of Trustees consider approval of a Blanket Purchase Agreement (BPA) with HON Company LLC, and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

This agreement will allow Lamar CISD to continue to procure furniture at an aggressive discount from HON Company LLC via our interlocal with National IPA, formerly The Cooperative Purchasing Network (TCPN), ensuring purchasing compliancy. Once signed, the BPA will allow the District to enjoy discounts ranging from 58%-69% off list price for office furniture, school furniture, and filing and storage systems. Lamar CISD has successfully utilized HON Company furniture over the years and has found value with the manufacturer's commercial grade furnishings and accommodating warranty program. The BPA program requires the District to purchase a minimum of \$500,000 of list cost furnishings during the term of this agreement.

Additionally, the BPA will not restrict the District from hiring any company in the HON network to install the furnishings at each site, nor will it exercise any exclusive rights over the District when it purchases furniture from other manufacturers.

**PROGRAM DESCRIPTION:**

This agreement shall be effective as of March 1, 2019 and shall remain in effect until February 28, 2020.

Submitted by:           Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                                  Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



January 1, 2019

**Blanket Purchase Agreement**

BPA Number: Lamar CISD/LISD  
(This number should be placed on all orders)

This Blanket Purchase Agreement (this “Agreement”) is effective as of 3/1/2019 (“Effective Date”), by and between The HON Company LLC (“HON”) and Lamar CISD (the “Agency”). HON and Agency have entered into this Agreement in order for the Agency to purchase HON commercial products (“Products”) and related services (“Services”) directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

Except as expressly stated herein, Agency’s purchase of Products and Services are based upon the pricing, terms and conditions set forth in HON’s National IPA Contract # R142208, by and between HON and The Cooperative Purchasing Network (National IPA) (the “National IPA Contract”). The pricing and available Products and Services of the HON National IPA Contract may be amended, revised, or renewed from time to time pursuant to the terms of the National IPA Contract, and all such changes, amendments and revisions are incorporated by reference herein without need to formally amend this Agreement.

During the following dates: 3/1/2019 – 2/28/2020, the Agency agrees to: purchase a minimum of \$500,000 List of product from HON (“Annual Purchase Projection”), determined on cumulative invoiced purchases during the term. Agency acknowledges HON as a preferred vendor and agrees to promote HON agreement to eligible entities. Agency will give HON access to a list of all entities eligible to purchase against this agreement. If applicable, Agency will explore product opportunities with HON. In consideration for this, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON National IPA Contract. As of the Effective Date, the current discounting applicable to Agency’s purchases of Products is as follows:

	Systems and Pedestals	Vertical and Lateral Files,Storage	Tables, Desking, Casegoods	HON Branded Seating	Basyx Branded Products	Education
All Size Orders	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%

HON reserves the right to deny the Agency future Blanket Purchase Agreements or terminate the BPA upon written notice. The pricing applicable to installation in the National IPA Contract shall not apply to any purchases for Services made by Agency from HON through an authorized dealer. All pricing for installation Services must be negotiated on a case by case basis between Agency and an authorized dealer.

All of Agency’s orders must be made out to The HON Company LLC and shall reference the National IPA Contract number: R142208, and the BPA number at the top of this Agreement. Each order must have a single “ship-to” destination within the United States in order for the freight to be paid by HON.

The HON Company hon.com  
This Agreement expires 2/28/2020.

The following office(s) are hereby authorized to place orders under this Agreement:

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Will orders be placed by one centralized purchasing location? \_\_\_\_\_

If no, please list other locations that will be utilizing this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Agency upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

The HON Company LLC:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**CONSIDER APPROVAL OF TERRY HIGH SCHOOL NATATORIUM  
IMPROVEMENTS USING AVAILABLE BOND FUNDS**

**RECOMMENDATION:**

That the Board of Trustees approve Terry High School projects in the amount of \$100,800 to be funded with proceeds remaining from the 2011 bond program.

**IMPACT/RATIONALE:**

The projects listed below fall within the scope of the bond program referenced above; therefore, the Athletics Department is requesting to fund these projects utilizing the available funds:

Project	Amount
New Lifeguard Stands	\$7,500
ANIT WAVE Lane Rope Reels	\$3,300
Remove and replace diving boards	\$6,000
Remove revolving door and replace with double door on entry of deck	\$16,000
Replace 8 garage doors on exterior of deck	<u>\$68,000</u>
<b>Total</b>	<b>\$100,800</b>

**PROGRAM DESCRIPTION:**

The transfer of funds for use in this manner will exhaust a substantial amount of residual funds of the 2011 bond program.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF INTERACTIVE FLAT PANELS HARDWARE AND  
INSTALLATION, ELECTRICAL, AND PROJECT MANAGEMENT**

**RECOMMENDATION:**

That the Board of Trustees consider approval of (1) the purchase of interactive flat panels (IFP) and installation hardware and services from ProComputing in the amount of \$824,414.83 plus a 10% contingency of \$82,441.48 for a total of \$906,856.31, and (2) electrical work from Urbish Electrical in the amount of \$16,132.

**IMPACT/RATIONALE:**

Long, Meyer and Ray Elementary Schools have 159 interactive whiteboards and/or projectors that are out-of-date, out of warranty and failing. Viable equipment from these campuses will be repurposed in other locations. Additionally, several rooms require power outlets to be added or moved to support the new interactive flat panels.

**PROGRAM DESCRIPTION:**

The 2017 bond includes funds for replacing aging interactive whiteboards and projectors throughout the district. The district evaluated pricing and services proposals from four vendors. ProComputing had the lowest price and offers purchasing co-operative pricing through a BuyBoard contract.

Submitted by:           Leslie Haack, Deputy Superintendent of Support Services  
                                  David Jacobson, Chief Technology Information Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

# URBISH ELECTRIC, LLC

*Economical and Dependable Service*

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

February 7, 2019

Lamar CISD  
Jane Long Elementary  
Board Quad Outlets

Attn: Esteban

Dear Sir,

Our price to install the twenty three quad outlets for the new boards would be \$7616.00 dollars.

Sincerely,



Walter Urbish

# URBISH ELECTRIC, LLC

*Economical and Dependable Service*

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

February 7, 2019

Lamar CISD  
Meyer Elementary  
Board Quad Outlets

Attn: Esteban

Dear Sir,

Our price to install the twenty six quad outlets for the new boards would be \$6380.00 dollars.

Sincerely,



Walter Urbish

# URBISH ELECTRIC, LLC

*Economical and Dependable Service*

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

February 7, 2019

Lamar CISD  
Taylor Ray Elementary  
Board Quad Outlets

Attn: Esteban

Dear Sir,

Our price to install the quad outlets for the five classrooms would be \$1330.00 dollars.

Our price to add the additional four outlets in room 308 would be \$806.00 dollars. There is a panel just to the east of this room where we could get power for these additional outlets.

Sincerely,



Walter Urbish



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099  
Phone: (214) 634-2450

**PROPOSAL:** 114070  
**DOC. TYPE:** SQ  
**DATE:** 02/01/2019  
**SHIP VIA:**

**REP:** NORMA/MIKE

**SOLD TO:** LAMAR CISD  
ACCOUNTS PAYABLE  
3911 AVE I  
ROSENBERG, TX 77471-3901  
PH. (832) 223-0508

**SHIP TO:** JANE LONG ELEMENTARY  
IYAD KAYYALI  
907 MAIN ST  
RICHMOND, TX 77469-3432  
PH. (832) 223-1900

Account:	100651	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	

### 48 ActivPanels / 46 75inch & 2 86inch

AP6-75A-4K	ActivPanel 75" 4K with ActivConnect OPS-G - 2 x Pen Vesa Mount & cable pack included. ActivInspire P	46	\$3,449.00	\$158,654.00
APTMEXT5YROSS	ActivPanel Medium size up to 79 - Extension On Site Support 5 years	46	\$70.00	\$3,220.00
AP6-86A-4K	ActivPanel 86" 4K with ActivConnect OPS-G - 4 x Pen Vesa Mount & cable pack included. ActivInspire P	2	\$5,699.00	\$11,398.00
APL5YROSS	ActivPanel Large (size 80"+) - Extension On Site Support 5 Years	2	\$99.00	\$198.00

### Mounts

AP86ASW	Adjustable Wall Mount System for use with ActivPanel *	46	\$643.00	\$29,578.00
APTMS-3	ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel *	2	\$475.00	\$950.00
20010	Top-installed 4' Bracket Assembly KIT	5	\$89.00	\$445.00
BRACKETCOVER_54	For use with 5 rooms with potential Asbestos Adhesive in Chalk Boards Bracket Cover For Top Installed Brackets Black Powder Coated Cover For Top Installed Brackets	5	\$40.00	\$200.00

### Extended Cabling

DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	46	\$339.00	\$15,594.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	44	\$124.00	\$5,456.00
LAMARISDCABLEKIT50	Lamar 50' Custom Cable Kit	2	\$205.00	\$410.00

### Promethean Installation and Shipping

ABINSTALL	Promethean Certified Wall Mounted-Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	46	\$399.00	\$18,354.00
PBINSTALL	Promethean Mobile Installation	2	\$189.00	\$378.00
PSHIPPING	Product Shipping	1	\$2,880.00	\$2,880.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$247,715.00
Tax:	\$0.00
<b>Total:</b>	<b>\$247,715.00</b>

**E-Mail all purchase orders to [sales@procomputing.com](mailto:sales@procomputing.com), send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



# ProComputing

P.O. Box 2720  
 Grapevine, TX 76099  
 Phone: (214) 634-2450

**PROPOSAL:** 114067  
**DOC. TYPE:** SQ  
**DATE:** 02/01/2019  
**SHIP VIA:**  
**REP:** NORMA/MIKE

**SOLD TO:** LAMAR CISD  
 ACCOUNTS PAYABLE  
 3911 AVE I  
 ROSENBERG, TX 77471-3901  
 PH. (832) 223-0508

**SHIP TO:** MEYER ELEMENTARY  
 IYAD KAYALI  
 1930 J MEYER RD  
 RICHMOND, TX 77469-9452  
 PH. (832) 223-2000

Account:	100651	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	

### 58 ActivPanels / 57 75inch & 1 86inch

AP6-75A-4K	ActivPanel 75" 4K with ActivConnect OPS-G - 2 x Pen Vesa Mount & cable pack included. ActivInspire P	57	\$3,449.00	\$196,593.00
APTMEXT5YROSS	ActivPanel Medium size up to 79 - Extension On Site Support 5 years	57	\$70.00	\$3,990.00
AP6-86A-4K	ActivPanel 86" 4K with ActivConnect OPS-G - 4 x Pen Vesa Mount & cable pack included. ActivInspire P	1	\$5,699.00	\$5,699.00
APL5YROSS	ActivPanel Large (size 80"+) - Extension On Site Support 5 Years	1	\$99.00	\$99.00

### Mounts

AP86ASW	Adjustable Wall Mount System for use with ActivPanel * Compatible with 75" ActivPanel	57	\$643.00	\$36,651.00
APTMS-3	ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel *	1	\$475.00	\$475.00

### Extended Cabling

DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	57	\$339.00	\$19,323.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	50	\$124.00	\$6,200.00
LAMARISDCABLEKIT50	Lamar 50' Custom Cable Kit	6	\$205.00	\$1,230.00
LAMARISDCABLEKIT75	Lamar 75' Custom Cable Kit	1	\$210.00	\$210.00

### Promethean Installation and Shipping

ABINSTALL	Promethean Certified Wall Mounted-Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	57	\$399.00	\$22,743.00
PBINSTALL	Promethean Mobile Installation	1	\$189.00	\$189.00
PSHIPPING	Product Shipping	1	\$3,480.00	\$3,480.00

### Room A6

75UV340C	LG 75IN 3840X1920 UHD 4K TV TAA 2 HDMI DPM WOL 240HZ CRESTRON COMMERCIAL	1	\$2,875.00	\$2,875.00
CT75E20000U	5 YR Warranty LG TV	1	\$315.00	\$315.00
12280	Full-Motion TV Wall Mount for 60-100 inch TVs	1	\$99.00	\$99.00
39710	HDMI PASS THROUGH DECORA STYLE WALL PLATE - WHITE	1	\$24.00	\$24.00
03725	C2G ECORATIVE ONE CUTOUT SINGLE GANG WALL PLATE - WHITE	1	\$2.99	\$2.99

**E-Mail all purchase orders to sales@procomputing.com**, continued on next pages subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099  
Phone: (214) 634-2450

**PROPOSAL:** 114067  
**DOC. TYPE:** SQ  
**DATE:** 02/01/2019  
**SHIP VIA:**

**REP:** NORMA/MIKE

**SOLD TO:** LAMAR CISD  
ACCOUNTS PAYABLE  
3911 AVE I  
ROSENBERG, TX 77471-3901  
PH. (832) 223-0508

**SHIP TO:** MEYER ELEMENTARY  
IYAD KAYYALI  
1930 J MEYER RD  
RICHMOND, TX 77469-9452  
PH. (832) 223-2000

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
50634	35ft HDMI Select in Wall HDMI	1	\$49.00	\$49.00
3993	10' HDMI Cable Male to Male	1	\$12.00	\$12.00
03839	SINGLE GANG WALL BOX WHT	1	\$4.95	\$4.95
LABOR	Tv Install	1	\$99.00	\$99.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$300,362.94
Tax:	\$0.00
<b>Total:</b>	<b>\$300,362.94</b>

**E-Mail all purchase orders to [sales@procomputing.com](mailto:sales@procomputing.com), send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.





# ProComputing

P.O. Box 2720  
Grapevine, TX 76099  
Phone: (214) 634-2450

**PROPOSAL:** 114068  
**DOC. TYPE:** SQ  
**DATE:** 02/01/2019  
**SHIP VIA:**

**REP:** NORMA/MIKE

**SOLD TO:** LAMAR CISD  
ACCOUNTS PAYABLE  
3911 AVE I  
ROSENBERG, TX 77471-3901  
PH. (832) 223-0508

**SHIP TO:** TAYLOR RAY ELEMENTARY  
IYAD KAYALI  
2611 AVE N  
ROSENBERG, TX 77471-4505  
PH. (832) 223-2400

Account:	100651	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	

### 53 ActivPanels / 51 75inch & 2 86inch

AP6-75A-4K	ActivPanel 75" 4K with ActivConnect OPS-G - 2 x Pen Vesa Mount & cable pack included. ActivInspire P	51	\$3,449.00	\$175,899.00
APTMEXT5YROSS	ActivPanel Medium size up to 79 - Extension On Site Support 5 years	51	\$70.00	\$3,570.00
AP6-86A-4K	ActivPanel 86" 4K with ActivConnect OPS-G - 4 x Pen Vesa Mount & cable pack included. ActivInspire P	2	\$5,699.00	\$11,398.00
APL5YROSS	ActivPanel Large (size 80"+) - Extension On Site Support 5 Years	2	\$99.00	\$198.00

### Mounts

AP86ASW	Adjustable Wall Mount System for use with ActivPanel *	51	\$643.00	\$32,793.00
APTMS-3	ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel *	2	\$475.00	\$950.00

### Extended Cabling

DL-1H1A1U-WPKT-W	HDMI, audio and USB 2.0 High Speed Wall Plate HDBaseT Extender Set	51	\$339.00	\$17,289.00
LAMARISDCABLEKIT35	Lamar 35' Custom Cable Kit	49	\$124.00	\$6,076.00
LAMARISDCABLEKIT50	Lamar 50' Custom Cable Kit	1	\$205.00	\$205.00
LAMARISDCABLEKIT75	Lamar 75' Custom Cable Kit	1	\$210.00	\$210.00

### Promethean Installation and Shipping

ABINSTALL	Promethean Certified Wall Mounted-Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	51	\$399.00	\$20,349.00
PBINSTALL	Promethean Mobile Installation	2	\$189.00	\$378.00
PSHIPPING	Product Shipping	1	\$3,480.00	\$3,480.00

### Conference Room

75UV340C	LG 75IN 3840X1920 UHD 4K TV TAA 2 HDMI DPM WOL 240HZ CRESTRON COMMERCIAL	1	\$2,875.00	\$2,875.00
CT75E20000U	5 YR Warranty LG TV	1	\$315.00	\$315.00
12280	Full-Motion TV Wall Mount for 60-100 inch TVs	1	\$99.00	\$99.00
39875	DECORATIVE DUAL HDMI PIGTAIL WALL PLATE	1	\$23.95	\$23.95
03725	C2G ECORATIVE ONE CUTOUT SINGLE GANG WALL PLATE - WHITE	1	\$2.99	\$2.99

**E-Mail all purchase orders to sales@procomputing.com**, continued on next pages subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099  
Phone: (214) 634-2450

**PROPOSAL:** 114068  
**DOC. TYPE:** SQ  
**DATE:** 02/01/2019  
**SHIP VIA:**  
**REP:** NORMA/MIKE

**SOLD TO:** LAMAR CISD  
ACCOUNTS PAYABLE  
3911 AVE I  
ROSENBERG, TX 77471-3901  
PH. (832) 223-0508

**SHIP TO:** TAYLOR RAY ELEMENTARY  
IYAD KAYYALI  
2611 AVE N  
ROSENBERG, TX 77471-4505  
PH. (832) 223-2400

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
50634	35ft HDMI Select in Wall HDMI	2	\$49.00	\$98.00
3993	10' HDMI Cable Male to Male	2	\$12.00	\$24.00
03839	SINGLE GANG WALL BOX WHT	1	\$4.95	\$4.95
LABOR	Tv Install	1	\$99.00	\$99.00
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$276,336.89
Tax:	\$0.00
<b>Total:</b>	<b>\$276,336.89</b>

**E-Mail all purchase orders to [sales@procomputing.com](mailto:sales@procomputing.com), send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

**CONSIDER APPROVAL OF SECURITY CAMERA PURCHASES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of security cameras, installation hardware, network cabling, and installation services not to exceed the amount remaining in the 2011 and 2014 bonds for security cameras, currently \$112,561.13.

**IMPACT/RATIONALE:**

Additional security cameras are requested by a campus administrator or director because of a newly identified need. This could be related to increased security concerns or changes in building usage.

**PROGRAM DESCRIPTION:**

The 2011 and 2014 bonds included funds for security cameras. Purchases would be made with these funds from a district-approved vendor and using purchasing co-operative pricing.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF NETWORK CORE SWITCHES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of network switches and installation and configuration services in the amount of \$518,915.05 from Micro Integration.

**IMPACT/RATIONALE:**

Core switches are the backbone of our Network Operations Centers (NOC). These core switches connect district campuses and facilities to our network as well as to the internet. The district has two NOCs, one in Rosenberg and one in Fulshear. Each NOC has aging switches which can no longer support the demand upon them, are experiencing hardware failures and need to be replaced. In addition, switch upgrades at campuses will significantly increase bandwidth between the campuses and the NOCs. This project also supports audit recommendations 10-5 and 10-6 regarding disaster recovery and business continuity and redundant network infrastructure.

**PROGRAM DESCRIPTION:**

Micro Integration offers these products and services through a Choice Partners contract. Funds from the Technology portion of the 2017 bond dedicated to Core Switches will be used to fund this project.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent



presented by:  
 Micro Integration  
 10801 Hammerly  
 Suite 246  
 Houston, Texas 77043

David A Patterson  
 Tel: 713-785-4596  
 Fax: 713-785-2276

Choice Partners Contract # 17/026KH-24

February 11, 2019

**Lamar CISD  
 2017 Bond Project  
 Core Switching**

**NOC**

Core Switch at NOC - Cisco Catalyst 9500 w/ 28 - 40 Gig, 48 - 10 Gig SFP+ ports						
Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	23500.00	10340.00	1	\$10,340.00
Cisco	CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva - 5 years	11970.00	9576.00	1	\$9,576.00
Cisco	C9500-48Y4C	Catalyst 9500 Base PID	0.00	0.00	1	0.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	1	0.00
Cisco	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	0.00	0.00	1	0.00
Cisco	C9500-DNA-A-5Y	DNA Advantage 5 Year License	19360.00	8518.40	1	8518.40
Cisco	S9500UK9-168	UNIVERSAL	0.00	0.00	1	0.00
Cisco	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	0.00	0.00	1	0.00
Cisco	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	0.00	0.00	1	0.00
Cisco	C9500-48Y4C	Catalyst 9500 Base PID	0.00	0.00	1	0.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	1	0.00
Cisco	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	0.00	0.00	1	0.00
Cisco	C9500-DNA-A-5Y	DNA Advantage 5 Year License	19360.00	8518.40	1	8518.40
Cisco	S9500UK9-168	UNIVERSAL	0.00	0.00	1	0.00
Cisco	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	0.00	0.00	1	0.00
Cisco	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	0.00	0.00	1	0.00
Cisco	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	0.00	0.00	2	0.00
Cisco	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2100.00	924.00	1	924.00
Cisco	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	0.00	0.00	2	0.00
Cisco	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2100.00	924.00	1	924.00
Cisco	C9500-24Q-A	Catalyst 9500 24-port 40G switch, Network Advantage	26,330.00	11848.50	1	11848.50
Cisco	CON-SSNT-C9500Q24	SOLN SUPP 8X5XNBD Catalyst 9500 24-port 40G switch, Networ	9,261.70	7409.36	1	7409.36
Cisco	S9500UK9-166	CAT9500 Universal image	0.00	0.00	1	0.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	1	0.00
Cisco	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	0.00	0.00	1	0.00

Cisco	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	2,100.00	945.00	1	945.00
Cisco	CAB-TA-NA	North America AC Type A Power Cable	0.00	0.00	2	0.00
Cisco	C9500-DNA-24Q-A	C9500 DNA Advantage, Term licenses	0.00	0.00	1	0.00
Cisco	C9500-DNA-A-5Y	DNA Advantage 5 Year License	19,360.00	8712.00	1	8712.00
FluxLight	SFP-10G-ER=	10GBASE-ER SFP Module	10000.00	1000.00	4	4000.00
FluxLight	SFP-10G-LR=	10GBASE-LR SFP Module	3995.00	399.50	18	7191.00
FluxLight	SFP-10G-SR=	10GBASE-SR SFP Module	995.00	99.50	26	2587.00
MI	Installation and Configuration			150.00	24	\$3,600.00
<b>NOC Core Total</b>						<b>\$85,093.66</b>

**Edge Switches to replace 3750's and 6500 Blades - 7 x 48 port**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3650-48PD-L	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink LAN Base	9,100.00	4095.00	3	12285.00
Cisco	CON-SSSNT-WS365048	SOLN SUPP 8X5XNBD Cisco Catalyst 3650 48 Port PoE 2x10G Upli	3,525.00	2820.00	3	8460.00
Cisco	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	7,960.00	3582.00	4	14328.00
Cisco	CON-SSSNT-WS6548SL	SOLN SUPP 8X5XNBD Cisco Catalyst 3650 48 Port PoE 4x1G Uplin	3,084.50	2467.60	4	9870.40
Cisco	C3650-DNA-E-48	C3650 DNA Essentials, 48-port Term licenses	0.00	0.00	7	0.00
Cisco	C3650-DNA-E-48-5Y	C3650 DNA Essentials, 48-port, 5 Year Term license	1,790.00	805.50	7	5638.50
Cisco	S3650UK9-163	UNIVERSAL	0.00	0.00	7	0.00
Cisco	PWR-C2-640WAC	640W AC Config 2 Power Supply	0.00	0.00	7	0.00
Cisco	CAB-TA-NA	North America AC Type A Power Cable	0.00	0.00	7	0.00
Cisco	PWR-C2-BLANK	Config 2 Power Supply Blank	0.00	0.00	7	0.00
Cisco	C3650-STACK-KIT	Cisco Catalyst 3650 Stack Module	1,650.00	742.50	7	5197.50
Cisco	C3650-STACK	Cisco Catalyst 3650 Stack Module	0.00	0.00	7	0.00
Cisco	STACK-T2-50CM	50CM Type 2 Stacking Cable	0.00	0.00	7	0.00
MI	Installation and Configuration			150.00	7	1050.00
<b>Edge Switch Total</b>						<b>\$56,829.40</b>

<b>DNA Management Appliance</b>						
Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	DN2-HW-APL	DNA Center Appliance (Gen 2)	70,939.20	31922.64	1	31922.64
Cisco	CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	5,675.00	4540.00	1	4540.00
Cisco	DNA-SW-1.2	Cisco DNA Center SW 1.2	0.00	0.00	1	0.00
Cisco	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00	2	0.00
Cisco	DN2-SD480GM1X-EV	480 GB 2.5 inch Enterprise Value 6G SATA SSD	0.00	0.00	2	0.00
Cisco	DN2-SD-64G-S	64GB SD Card for UCS Servers	0.00	0.00	1	0.00
Cisco	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	0.00	0.00	1	0.00

Cisco	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	0.00	0.00	1	0.00
Cisco	DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	0.00	0.00	2	0.00
Cisco	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	0.00	0.00	1	0.00
Cisco	DN2-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	0.00	0.00	8	0.00
Cisco	DN2-CPU-6152	2.1 GHz 6152/140W 22C/30.25MB Cache/DDR4 2666MHz	0.00	0.00	2	0.00
Cisco	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	0.00	0.00	1	0.00
Cisco	DN2-SD19TM1X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	0.00	0.00	8	0.00
Cisco	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	0.00	0.00	1	0.00
MI	Installation and Configuration			150.00	24	3600.00

**DNA Management Appliance Total**

**\$40,062.64**

**NOC Total**

**\$181,985.70**

**Data Center**

<b>Core Switch at NOC - Cisco Catalyst 9500 w/ 16 - 40 Gig, 48 10 Gig SFP+ ports</b>						
<b>Manf.</b>	<b>Model</b>	<b>Description</b>	<b>List</b>	<b>Edu. Cost</b>	<b>Qty</b>	<b>Ext. Cost</b>
Cisco	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	23500.00	10340.00	1	\$10,340.00
Cisco	CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva - 5 years	11970.00	9576.00	1	\$9,576.00
Cisco	C9500-48Y4C	Catalyst 9500 Base PID	0.00	0.00	1	0.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	1	0.00
Cisco	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	0.00	0.00	1	0.00
Cisco	C9500-DNA-A-5Y	DNA Advantage 5 Year License	19360.00	8518.40	1	8518.40
Cisco	S9500UK9-168	UNIVERSAL	0.00	0.00	1	0.00
Cisco	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	0.00	0.00	1	0.00
Cisco	QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	1095.00	481.80	4	1927.20
Cisco	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	0.00	0.00	1	0.00
Cisco	C9500-48Y4C	Catalyst 9500 Base PID	0.00	0.00	1	0.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	1	0.00
Cisco	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	0.00	0.00	1	0.00
Cisco	C9500-DNA-A-5Y	DNA Advantage 5 Year License	19360.00	8518.40	1	8518.40
Cisco	S9500UK9-168	UNIVERSAL	0.00	0.00	1	0.00
Cisco	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	0.00	0.00	1	0.00
Cisco	QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	1095.00	481.80	4	1927.20
Cisco	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	0.00	0.00	1	0.00

Cisco	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	0.00	0.00	2	0.00
Cisco	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2100.00	924.00	1	924.00
Cisco	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	0.00	0.00	2	0.00
Cisco	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2100.00	924.00	1	924.00
Cisco	C9500-12Q-A	Catalyst 9500 12-port 40G switch, Advantage	18850.00	8482.50	1	8482.50
Cisco	CON-SNT-C950012A	SNTC-8X5XNBD Catalyst 9500 12-port 40G switch, Advant - 5 year	5230.50	4184.40	1	4184.40
Cisco	C1-C9500-12-DNAA-T	Cisco ONE C9500 DNA Advantage 12Q/16X Term licenses	0.00	0.00	1	0.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	1	0.00
Cisco	S9500UK9-169	UNIVERSAL	0.00	0.00	1	0.00
Cisco	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	0.00	0.00	1	0.00
Cisco	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	2100.00	945.00	1	945.00
Cisco	CAB-TA-NA	North America AC Type A Power Cable	0.00	0.00	2	0.00
Cisco	C1A1TCAT95002	DNA Premier 12Q/16X C9500 Low Term	0.00	0.00	1	0.00
Cisco	C1A1TCAT95002-5Y	DNA Premier Low Term C9500 5Y - DNA, 25 ISE PLS, 25 SWATCH	12150.00	5467.50	1	5467.50
Cisco	QSFP-40G-LR4-S=	QSFP 40GBASE-LR4 Trnscvr Mod, LC, 10km, Enterprise-Class	10900.00	4905.00	2	9810.00
Cisco	QSFP-40G-ER4=	QSFP 40GBASE-ER4 Transceiver Module, LC, 40KM	37495.00	16872.75	1	\$16,872.75
FluxLight	SFP-10G-LR=	10GBASE-LR SFP Module	3995.00	399.50	12	4794.00
FluxLight	SFP-10G-SR=	10GBASE-SR SFP Module	995.00	99.50	26	2587.00
MI	Installation and Configuration			150.00	24	\$3,600.00

**Data Center Core Total**

**\$99,398.35**

**Edge Switches to replace 3750's and 6500 Blades - 5 - 48 port**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3650-48PD-L	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink LAN Base	9,100.00	4095.00	2	8190.00
Cisco	CON-SSSNT-WS365048	SOLN SUPP 8X5XNBD Cisco Catalyst 3650 48 Port PoE 2x10G Upli	3,525.00	2820.00	2	5640.00
Cisco	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	7,960.00	3582.00	3	10746.00
Cisco	CON-SSSNT-WS6548SL	SOLN SUPP 8X5XNBD Cisco Catalyst 3650 48 Port PoE 4x1G Uplin	3,084.50	2467.60	3	7402.80
Cisco	C3650-DNA-E-48	C3650 DNA Essentials, 48-port Term licenses	0.00	0.00	5	0.00
Cisco	C3650-DNA-E-48-5Y	C3650 DNA Essentials, 48-port, 5 Year Term license	1,790.00	805.50	5	4027.50
Cisco	S3650UK9-163	UNIVERSAL	0.00	0.00	5	0.00
Cisco	PWR-C2-640WAC	640W AC Config 2 Power Supply	0.00	0.00	5	0.00
Cisco	CAB-TA-NA	North America AC Type A Power Cable	0.00	0.00	5	0.00



Cisco	PWR-C2-BLANK	Config 2 Power Supply Blank	0.00	0.00	5	0.00
Cisco	C3650-STACK-KIT	Cisco Catalyst 3650 Stack Module	1,650.00	742.50	5	3712.50
Cisco	C3650-STACK	Cisco Catalyst 3650 Stack Module	0.00	0.00	5	0.00
Cisco	STACK-T2-50CM	50CM Type 2 Stacking Cable	0.00	0.00	5	0.00
MI	Installation and Configuration			150.00	5	750.00

**Edge Switch Total** **\$40,468.80**

**Data Center Total** **\$139,867.15**

**Core Switch Total** **\$321,852.85**



presented by:  
 Micro Integration  
 10801 Hammerly  
 Suite 246  
 Houston, Texas 77043

David A Patterson  
 Tel: 713-785-4596  
 Fax: 713-785-2276

Choice Partners Contract # 17/026KH-24

February 11, 2019

**Lamar CISD  
 2017 Bond Project  
 40 Gig Upgrade to High School and Junior Highs  
 Elementary Schools 10 Gig Upgrade**

**High Schools and Junior High Core Switch - 9500 with 16 ports of 10 GIG SFP+ and 2 ports 40 Gig**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	C9500-16X-EDU	Catalyst 9500 16-port 10G, K12	16,100.00	7245.00	10	72450.00
Cisco	C9500-NW-A	C9500 Network Stack, Advantage	0.00	0.00	10	0.00
Cisco	C9500-NM-2Q	Cisco Catalyst 9500 2 x 40GE Network Module	4,100.00	1845.00	10	18450.00
FluxLight	QSFP-40G-LR4-S	QSFP 40GBASE-LR4 Trnscvr Mod, LC, 10km, Enterprise-Class	1169.00	526.05	9	4734.45
Cisco	QSFP-40G-ER4=	QSFP 40GBASE-ER4 Transceiver Module, LC, 40KM	37495.00	16872.75	1	\$16,872.75
Cisco	S9500UK9-168	UNIVERSAL	0.00	0.00	10	0.00
Cisco	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	0.00	0.00	10	0.00
Cisco	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	2,100.00	945.00	10	9450.00
Cisco	CAB-TA-NA	North America AC Type A Power Cable	0.00	0.00	20	0.00
Cisco	C9500-DNA-16X-A	C9500 DNA Advantage, Term licenses	0.00	0.00	10	0.00
Cisco	C9500-DNA-L-A-5Y	DNA Advantage 5 Year License	11,360.00	5112.00	10	51120.00
MI	Installation and Configuration			500.00	10	5000.00
<b>HS and Junior Schools 40 Gig Total</b>						<b>\$178,077.20</b>

**Elementary Schools and Support Buildings - Estimated 5 Facilities needing 10 Gig Switch**

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
Cisco	WS-C3850-48P-S	Move from High Schools / Junior Highs	0.00	0.00	5	\$0.00
Cisco	C3850-NM-4-10G	Move from High Schools / Junior Highs	0.00	0.00	5	\$0.00
FluxLight	SFP-10G-LR	10GBASE-LR SFP Module	2995.00	299.50	5	\$1,497.50
MI	Installation and Configuration			500.00	5	\$2,500.00

**Remaining Sites require 10 Gig LR Module**

FluxLight	SFP-10G-LR	10GBASE-LR SFP Module	3995.00	399.50	25	\$9,987.50
MI	Installation and Configuration			200.00	25	\$5,000.00

**Elementary Schools and Support Total**

**\$18,985.00**

**Total**

**\$197,062.20**

**INFORMATION ITEM: DEMOGRAPHIC UPDATE**

In order to manage growth effectively, the District employs Population and Survey Analysts (PASA) to analyze student trends, projections of housing occupations by planning unit, ratios of students per household, Districtwide projections and long-range planning. PASA has completed the 2019 update and will provide information to the Board.

PASA will present the update and answer questions related to the study.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

**INFORMATION ITEM: NAMING NEW SCHOOLS**

**BACKGROUND INFORMATION:**

Board Policy CW (LOCAL) states, “The responsibility for naming a facility rests with the Board.”

In December, the Board of Trustees was given a tentative timeline for consideration and approval of names for the new Lamar CISD schools approved in the November 2017 Bond Election.

The timeline is attached.

The Board will name the following schools as a part of the November 2017 Bond Election: Elementary #30, Elementary #31, Junior High School #6 and High School #6.

Please note that Elementary #29 is funded from the November 2017 Bond Election, but it has already been named Fletcher Morgan Elementary School by the School Board, due to the need for Tamarron Elementary School to open first.

Staff, parents and community members have all submitted nominations for the Board to review as a part of this process. A binder with all nominations will be provided as an external resource for the Board. The Administration includes all nominations in the binder and does not remove nominations or verify if the nominations are aligned with Board Policy CW (LOCAL).

Resource Persons: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

## **Timeline for Naming New Schools**

### **November 2017 Bond Election Elementary #30, Elementary #31, Junior High School #6 and High School #6**

January 7, 2019	Nomination form sent to public and media
February 4, 2019	Deadline for submitting nominations
February 19, 2019	All nominations and back-up information distributed to the Board for review
March 19, 2019	Public Hearing on nominations
April 18, 2019	Board Approval

**INFORMATION ITEM: DISTRICT IMPROVEMENT PLAN QUARTERLY UPDATE**

Per Texas Education Code §11.252, the Board of Trustees is responsible for ensuring the District Improvement Plan (DIP) is developed, reviewed and revised annually for the purpose of improving student performance.

The Board approved District performance goals as outlined in the DIP to help ensure the District is using appropriate measures to generate success.

All plans contain a comprehensive needs assessment, which identifies priority areas in need of improvement. Based upon the developed needs assessment, the District aligns goals, objectives, strategies and resources that will be used in the current school year to improve and support student performance.

The DIP is also aligned to support the tenants of the Texas Accountability Intervention System (TAIS), and it serves as a blueprint for sustaining growth toward meeting and increasing state accountability standards.

The DIP is available on the District website for public review. The DIP may receive minor amendments from administration throughout the school year to stay in sync with continually evolving District, campus and student needs.

Submitted by: Valerie Vogt, Chief Academic Officer  
Mike Rockwood, Chief of Staff

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF JANUARY 31, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of January 31, 2019.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2018 through August 31, 2019.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through January 31, 2019, LCISD had collected 85.9 % of the 2018-19 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2018-2019.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD  
Tax Collections  
January 2019**

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
18	\$ 73,216,576.41	\$ -	\$ -	\$ 73,216,576.41	\$ 55,834,213.55	\$ -	\$ 17,382,362.86	\$ -
17	\$ 249,791.92	\$ 45,090.88	\$ 44,821.59	\$ 339,704.39	\$ 186,896.83	\$ 78,559.03	\$ 62,895.09	\$ 11,353.44
16	\$ 97,358.38	\$ 11,611.94	\$ 9,966.08	\$ 118,936.40	\$ 72,844.51	\$ 18,654.24	\$ 24,513.87	\$ 2,923.78
15	\$ 103,048.89	\$ 12,104.24	\$ 10,276.37	\$ 125,429.50	\$ 77,102.27	\$ 19,332.88	\$ 25,946.62	\$ 3,047.73
14	\$ 101,905.31	\$ 9,582.08	\$ 8,800.68	\$ 120,288.07	\$ 76,246.64	\$ 15,970.06	\$ 25,658.67	\$ 2,412.70
13	\$ 105,948.11	\$ 9,229.64	\$ 8,798.90	\$ 123,976.65	\$ 79,271.45	\$ 15,704.58	\$ 26,676.66	\$ 2,323.96
12	\$ 605.86	\$ 1,635.75	\$ 923.01	\$ 3,164.62	\$ 453.30	\$ 2,146.90	\$ 152.56	\$ 411.86
11	\$ 2,294.40	\$ 995.66	\$ 568.65	\$ 3,858.71	\$ 1,683.68	\$ 1,299.30	\$ 610.72	\$ 265.01
10	\$ 681.10	\$ 146.89	\$ 75.11	\$ 903.10	\$ 509.14	\$ 184.92	\$ 171.96	\$ 37.08
09	\$ 705.52	\$ 333.08	\$ 122.38	\$ 1,160.98	\$ 554.60	\$ 384.20	\$ 150.92	\$ 71.26
08	\$ 309.74	\$ 276.68	\$ 97.57	\$ 683.99	\$ 243.48	\$ 315.06	\$ 66.26	\$ 59.19
07	\$ 34.53	\$ 49.37	\$ 16.78	\$ 100.68	\$ 26.61	\$ 54.83	\$ 7.92	\$ 11.32
06	\$ 156.71	\$ 146.02	\$ -	\$ 302.73	\$ 134.68	\$ 125.49	\$ 22.03	\$ 20.53
05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	\$ 1,240.61	\$ 2,381.99	\$ 543.39	\$ 4,165.99	\$ 1,118.00	\$ 2,689.97	\$ 122.61	\$ 235.41
02	\$ 803.53	\$ 1,633.43	\$ 365.12	\$ 2,802.08	\$ 724.12	\$ 1,837.12	\$ 79.41	\$ 161.43
01	\$ 6.94	\$ 8.48	\$ 1.86	\$ 17.28	\$ 6.64	\$ 10.34	\$ 0.30	\$ -
00	\$ 52.28	\$ 113.54	\$ 24.50	\$ 190.32	\$ 52.01	\$ 138.04	\$ 0.27	\$ -
99	\$ 25.91	\$ 56.33	\$ 11.97	\$ 94.21	\$ 25.67	\$ 68.30	\$ 0.24	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97 & prior	\$ 0.18	\$ 0.65	\$ 0.13	\$ 0.96	\$ 0.17	\$ 0.73	\$ 0.01	\$ 0.05
<b>Totals</b>	<b>\$ 73,881,546.33</b>	<b>\$ 95,396.65</b>	<b>\$ 85,414.09</b>	<b>\$ 74,062,357.07</b>	<b>\$ 56,332,107.35</b>	<b>\$ 157,475.99</b>	<b>\$ 17,549,438.98</b>	<b>\$ 23,334.75</b>



**Lamar Consolidated ISD  
Tax Collections  
September 1, 2018-August 31, 2019  
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 1/31/19
18	\$ 218,981,333.65	\$ 1,141,786.22	\$ 220,123,119.87	\$ 189,183,844.70	\$ -	\$ -	\$ 189,183,844.70	\$ 30,939,275.17
17	\$ 1,850,926.53	\$ 6,064.16	\$ 1,856,990.69	\$ 810,925.92	\$ 165,520.17	\$ 175,461.60	\$ 1,151,907.69	\$ 1,046,064.77
16	\$ 669,546.50	\$ 102,555.03	\$ 772,101.53	\$ 252,633.39	\$ 45,137.99	\$ 34,960.76	\$ 332,732.14	\$ 519,468.14
15	\$ 437,655.28	\$ 139,209.70	\$ 576,864.98	\$ 223,510.79	\$ 34,858.74	\$ 25,130.11	\$ 283,499.64	\$ 353,354.19
14	\$ 314,941.66	\$ 148,966.25	\$ 463,907.91	\$ 204,058.40	\$ 20,375.00	\$ 15,184.33	\$ 239,617.73	\$ 259,849.51
13	\$ 268,732.08	\$ 153,744.18	\$ 422,476.26	\$ 205,337.55	\$ 17,624.36	\$ 13,265.40	\$ 236,227.31	\$ 217,138.71
12	\$ 227,946.06	\$ (3,062.13)	\$ 224,883.93	\$ 30,079.40	\$ 7,480.62	\$ 3,709.18	\$ 41,269.20	\$ 194,804.53
11	\$ 196,175.99	\$ 1,272.32	\$ 197,448.31	\$ 14,832.50	\$ 3,686.96	\$ 1,680.86	\$ 20,200.32	\$ 182,615.81
10	\$ 176,165.60	\$ 182.95	\$ 176,348.55	\$ 12,823.38	\$ 3,165.25	\$ 1,193.96	\$ 17,182.59	\$ 163,525.17
09	\$ 151,722.30	\$ (757.51)	\$ 150,964.79	\$ 3,455.29	\$ 3,101.67	\$ 1,155.18	\$ 7,712.14	\$ 147,509.50
08	\$ 149,819.98	\$ (584.78)	\$ 149,235.20	\$ 2,603.56	\$ 2,726.89	\$ 846.90	\$ 6,177.35	\$ 146,631.64
07	\$ 74,435.76	\$ (1,091.41)	\$ 73,344.35	\$ 2,011.29	\$ 2,379.94	\$ 679.37	\$ 5,070.60	\$ 71,333.06
06	\$ 82,021.69	\$ (1,325.58)	\$ 80,696.11	\$ 1,970.47	\$ 2,461.81	\$ 564.66	\$ 4,996.94	\$ 78,725.64
05	\$ 127,295.32	\$ (1,162.16)	\$ 126,133.16	\$ 1,524.38	\$ 2,393.02	\$ 742.55	\$ 4,659.95	\$ 124,608.78
04	\$ 47,512.32	\$ (605.02)	\$ 46,907.30	\$ 928.95	\$ 1,419.05	\$ 384.24	\$ 2,732.24	\$ 45,978.35
03	\$ 37,419.62	\$ (606.48)	\$ 36,813.14	\$ 2,439.26	\$ 4,298.12	\$ 816.11	\$ 7,553.49	\$ 34,373.88
02	\$ 25,088.38	\$ (509.85)	\$ 24,578.53	\$ 4,535.23	\$ 8,928.96	\$ 1,818.47	\$ 15,282.66	\$ 20,043.30
01	\$ 23,001.31	\$ -	\$ 23,001.31	\$ 4,737.30	\$ 9,811.22	\$ 2,099.34	\$ 16,647.86	\$ 18,264.01
00	\$ 20,737.11	\$ -	\$ 20,737.11	\$ 912.09	\$ 1,743.22	\$ 304.66	\$ 2,959.97	\$ 19,825.02
99	\$ 19,148.95	\$ -	\$ 19,148.95	\$ 1,781.88	\$ 3,905.90	\$ 758.99	\$ 6,446.77	\$ 17,367.07
98	\$ 10,331.94	\$ -	\$ 10,331.94	\$ 489.61	\$ 1,092.58	\$ 194.35	\$ 1,776.54	\$ 9,842.33
97 & prior	\$ 20,665.65	\$ 760.35	\$ 21,426.00	\$ 2,237.32	\$ 5,139.79	\$ 672.81	\$ 8,049.92	\$ 19,188.68
<b>Totals</b>	<b>\$223,912,623.68</b>	<b>\$1,684,836.24</b>	<b>\$225,597,459.92</b>	<b>\$190,967,672.66</b>	<b>\$347,251.26</b>	<b>\$281,623.83</b>	<b>\$191,596,547.75</b>	<b>\$34,629,787.26</b>

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

<b>MONTH</b>	<b>2018-2019</b>	<b>2017-2018</b>	<b>2016-2017</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%
<b>DEC</b>	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%
<b>JAN</b>	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%
<b>FEB</b>		95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%
<b>MAR</b>		96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%
<b>APR</b>		97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%
<b>MAY</b>		98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%
<b>JUNE</b>		98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%
<b>JULY</b>		98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%
<b>AUG</b>		99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2018-19 TAX COLLECTIONS  
AS OF JANUARY 31, 2019**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 1/31/2019</b>	<b>% OF BUDGET COLLECTED</b>
2018	2018-2019	\$ 217,514,450	\$ 189,183,845	86.98%
2017 & Prior	2017-18 & Prior	\$ 2,100,000	\$ 1,783,828	84.94%
<b>TOTAL</b>		<b>\$ 219,614,450</b>	<b>\$ 190,967,673</b>	<b>86.96%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF JANUARY 31, 2019**

SCHOOL YEAR TAX YEAR	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334
1 Collections	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 189,183,845
Adj. To Roll	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 1,141,786
2 Collections	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 810,926	
Adj. To Roll	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ 6,064	
3 Collections	\$ 333,212	\$ 305,374	\$ 192,822	\$ 252,633		
Adj. To Roll	\$ (49,699)	\$ 102,657	\$ 63,603	\$ 102,555		
4 Collections	\$ 211,870	\$ 215,732	\$ 223,511			
Adj. To Roll	\$ 113,341	\$ 191,096	\$ 139,210			
5 Collections	\$ 202,024	\$ 204,058				
Adj. To Roll	\$ 193,077	\$ 148,966				
6 Collections	\$ 205,338					
Adj. To Roll	\$ 153,744					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 149,912,532	\$ 162,147,297	\$ 179,190,476	\$ 196,852,252	\$ 207,456,968	\$ 189,183,845
<b>ADJUSTED TAX ROLL</b>	\$ 150,129,671	\$ 162,407,147	\$ 179,543,830	\$ 197,371,720	\$ 208,503,033	\$ 220,123,120
<b>BALANCE TO</b>						
<b>BE COLLECTED</b>	\$ 217,139	\$ 259,850	\$ 353,354	\$ 519,468	\$ 1,046,065	\$ 30,939,275
<b>ADJ. TAXABLE</b>						
<b>VALUE</b>	\$ 10,800,307,252	\$ 11,683,547,139	\$ 12,916,357,671	\$ 14,198,893,598	\$ 14,999,678,617	\$ 15,836,195,674
<b>TOTAL % COLLECTIONS</b>	99.9%	99.8%	99.8%	99.7%	99.5%	85.9%
<b>AS OF JANUARY 31, 2019</b>						
<b>TAX RATE</b>	1.39005	1.39005	1.39005	1.39005	1.39005	1.39000

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Acme Architectural Hardware (Various Campuses)	Application # 1	\$	<b>263,638.88</b>
Argio Roofing & Construction (Seguin ECC)	Application # 5	\$	<b>87,903.50</b>
Argio Roofing & Construction (Seguin ECC)	Application # 6	\$	<b>53,746.25</b>
C.A. Walker Construction (Support Services Center)	Application # 17	\$	<b>499,498.61</b>
C.A. Walker Construction (Support Services Center)	Application # 18r-1	\$	<b>237,452.55</b>
CenterPoint Energy (Roberts MS)	Application # 1	\$	<b>8,830.00</b>
Charlie Kalkomey (Tamarron ES)	Application # 1	\$	<b>12,780.00</b>
Drymalla Construction (Culver ES)	Application # 8	\$	<b>1,747,703.60</b>
Drymalla Construction (Roberts MS)	Application # 8	\$	<b>1,268,533.10</b>
Jamail & Smith Construction (Lamar CHS Band Hall)	Application # 2	\$	<b>11,977.60</b>
Jamail & Smith Construction (Lamar CHS Band Hall)	Application # 3	\$	<b>1,395.40</b>
Jamail & Smith Construction (Terry HS Band Hall)	Application # 2	\$	<b>12,665.40</b>
Jamail & Smith Construction (Terry HS Band Hall)	Application # 3	\$	<b>1,161.60</b>

Kelly Kaluza & Associates (HS/JHS #6 Complex)	Application # 2	\$	<b>1,715.00</b>
Micro Integration (Carter ES)	Application # 1	\$	<b>2,500.00</b>
Micro Integration (Fosters HS Natatorium)	Application # 1	\$	<b>1,500.00</b>
Micro Integration (Fulshear HS Natatorium)	Application # 1	\$	<b>1,500.00</b>
Micro Integration (George Ranch HS Natatorium)	Application # 1	\$	<b>1,500.00</b>
PBK Architects (Campbell/Dickinson Track & Turf)	Application # 14	\$	<b>618.45</b>
PBK Architects (Foster HS Natatorium)	Application # 25	\$	<b>923.68</b>
PBK Architects (Fulshear HS Natatorium)	Application # 24	\$	<b>5,564.26</b>
PBK Architects (Fulshear HS Natatorium)	Application # 25	\$	<b>556.43</b>
PBK Architects (George Ranch HS Natatorium)	Application # 24	\$	<b>578.76</b>
PBK Architects (High School #6)	Application # 2	\$	<b>112,005.00</b>
PBK Architects (High School #6)	Application # 3	\$	<b>125,077.50</b>
PBK Architects (Junior High School #6)	Application # 2	\$	<b>55,977.18</b>
PBK Architects (Junior High School #6)	Application # 3	\$	<b>58,058.44</b>
PBK Architects (Roberts MS)	Application # 14	\$	<b>23,365.09</b>

PBK Architects (Support Services)	Application # 20	\$	<b>4,722.35</b>
PBK Architects (Support Services – Reimbursables)	Application # 10	\$	<b>57.00</b>
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 20	\$	<b>558.51</b>
TAG Communications (Carter ES)	Application # 1	\$	<b>1,845.00</b>
TAG Communications (Carter ES)	Application # 1	\$	<b>2,210.00</b>
Terracon (Culver ES)	Application # 9	\$	<b>5,183.00</b>
Terracon (Culver ES)	Application # 10	\$	<b>1,140.50</b>
Terracon (HS/JHS #6)	Application # 1	\$	<b>45,000.00</b>
Terracon (HS/JHS #6)	Application # 2	\$	<b>25,000.00</b>
Terracon (Roberts MS)	Application # 9	\$	<b>2,443.50</b>
Terracon (Roberts MS)	Application # 10	\$	<b>62.50</b>
Terracon (Support Services)	Application # 10	\$	<b>858.25</b>
VLK Architects (Carter ES – Reimbursables)	Application # 14	\$	<b>1,791.73</b>
VLK Architects (Culver ES)	Application # 9	\$	<b>35,104.32</b>
VLK Architects (Culver ES – Reimbursables)	Application # 10	\$	<b>300.00</b>

Vanir, Rice & Gardner  
(2014 Bond Program)

Application # 42     \$     **54,545.00**

Resource persons: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and 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	24,074,154.00	885,250.00	22,837,711.35	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	565,445.41	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	8,648,880.00	8,625,304.19	23,575.81	8,585,561.74	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,556,483.01	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,910,530.76	9,086,569.00
Support Services Center	12,146,000.00	11,507,388.09	638,611.91	10,228,071.82	12,146,000.00
THS Band Hall	700,000.00	683,067.00	16,933.00	629,079.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,388,278.07	2,400,000.00
<b>Sub Total - Bond Sale 1</b>	<b>116,395,936.00</b>	<b>112,293,867.00</b>	<b>4,102,069.00</b>	<b>106,498,744.92</b>	<b>114,870,732.57</b>
<b>Bond Sale 2</b>					
Thomas R. Culver, III Elementary School	24,959,404.00	21,692,121.00	3,267,283.00	9,152,865.94	24,959,404.00
Tamarron Elementary School	26,207,374.00	1,093,385.00	25,113,989.00	858,162.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,396,932.00	945,561.00	12,962,612.68	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,652,888.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>46,295,527.00</b>	<b>34,849,571.00</b>	<b>24,626,529.11</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>197,541,034.00</b>	<b>158,589,394.00</b>	<b>38,951,640.00</b>	<b>131,125,274.03</b>	<b>196,015,830.57</b>

\* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	596,798.00	203,202.00	476,734.01	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	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,136,756.35	1,600,000.00
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>3,664,522.98</b>	<b>635,477.02</b>	<b>3,285,727.18</b>	<b>4,081,735.00</b>

**PROGRAM OVERVIEW**

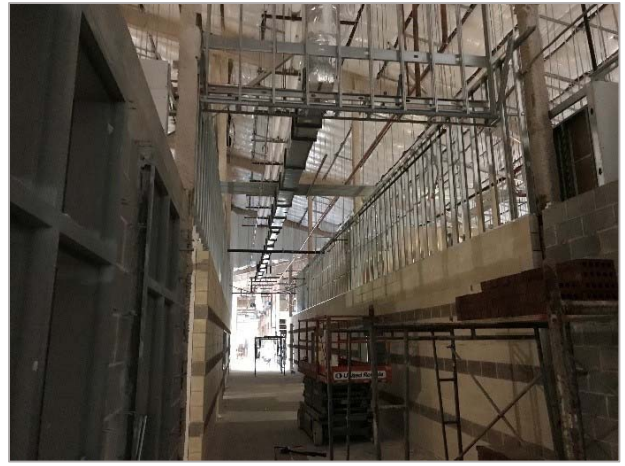
Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all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

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

**Accomplishments This Month:**

- Design Development was approved for Tamarron Elementary School
- Took occupancy of Area B & C of Support Services Facility

## THOMAS R. CULVER III ELEMENTARY SCHOOL



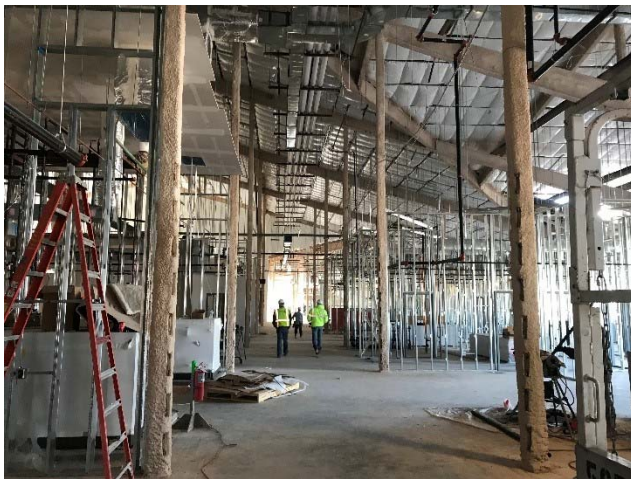
### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW:

- Construction is 60% complete.
- Electrical and gas utilities are in progress.
- Exterior envelope in progress.
- Sheetrock installation in progress
- Project is on schedule.

## ROBERTS MIDDLE SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW

- Construction is 65% complete.
- Permanent power schedule by February 15<sup>th</sup>.
- Interior metal stud wall installation continues.
- Roofing is 95% complete.
- Chillers and other HVAC equipment has been set.



## MAINTENANCE & OPERATIONS FACILITY [BG1]



### SCHEDULE MILESTONES:

- Current Phase: Warranty

### OVERVIEW:

- Warranty corrections being addressed

## SUPPORT SERVICES FACILITY



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: March 28, 2019  
(Contractors' proposed completion date as of 10/30/2018)

### OVERVIEW:

- Mechanical, Electrical and Plumbing rough-in in progress in area A.
- Exterior sheathing installation is underway.
- Cooler/Freezer completion work in progress
- Temporary Certificate of Occupancy received on areas B and C on January 14, 2019.

## TAMARRON ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Design development
- Construction Start: April 2019
- Construction Completion: June 2020

### OVERVIEW:

- 95% construction document review completed on January 25<sup>th</sup>.
- Traffic study complete.
- Geotechnical study complete and awaiting final report.
- Commissioning agent review drawings/specs.
- Project is available to contractors on February 7<sup>th</sup>.
- Bid submissions are due February 28<sup>th</sup>.

## BAND HALL ADDITIONS

### Terry High School



### SCHEDULE MILESTONES:

- Current Phase: Complete

### Lamar Consolidated High School



### OVERVIEW:

- Firetron to install Intercom System by the end of February.

## NATATORIUMS

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



George Ranch High School



Fulshear High School



Foster High School

### SCHEDULE MILESTONES:

- Current Phase: Close-out
- Construction Start: July 2017
- Construction Completion: August 31, 2018

### OVERVIEW:

- Punch list is 100 complete.
- Project closeout scheduled for February Board Meeting.



**HVAC WEB-BASED CONTROLS**



**SCHEDULE OVERVIEW:**

- Current Phase: Complete
- Testing & balancing of selected areas in process

**OVERVIEW:**

- All Graphics are updated.
- Close-out documents are underway.
- Testing & Balancing is underway.
- Final acceptance planned for March Board Meeting.

**ACCESS CONTROLS**



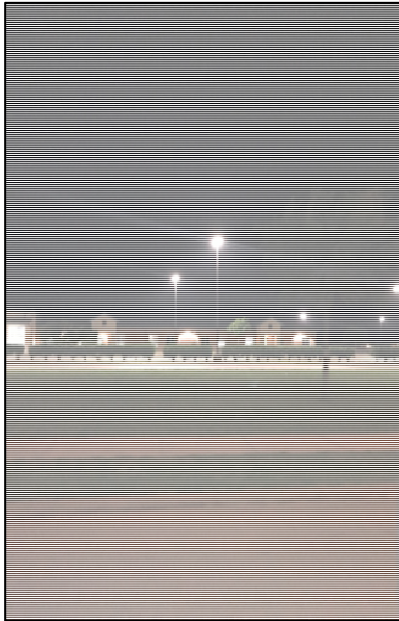
**SCHEDULE OVERVIEW:**

- Current Phase: Close-out
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion February 2019

**OVERVIEW:**

- Support Services Hardware is pending installation.
- Four new locations added to scope of work to be completed in early February.
- Close-out documents are underway.

## SITE LIGHTING



### SCHEDULE OVERVIEW:

- Current Phase: Close-out
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: December 2018

### OVERVIEW:

- Warranty Items are in progress to be completed by the end of March.
- Close-out documents are underway.

## FUTURE PROJECTS

### SATELLITE AG BARN #3

#### SCHEDULE MILESTONES:

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

#### OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
- Project is on hold until a site has been identified

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## **COMPLETED PROJECTS**

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018



## **Monthly Report February 2019**

### **Construction Manager Agent (CMA)**

The contract has been executed with Rice & Gardner Consultants, Inc.

### **Facilities Assessment and Long Range Plan**

Facilities & Planning meeting weekly with PBK Architects, Inc.

Schedules are under development

District wide initiative kicks off in March 2019

### **Austin ES & Seguin ECC Re-Roofing**

Austin – Project complete

Seguin ECC – Roof is 100% complete

Project is scheduled for close out in  
March 2019.



### **Classroom Intruder Equipment Install**

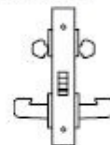
The new electrified hardware is installed.

Classroom locks are complete with the exception of Travis and Austin Elementary.

#### **Classroom intruder lockset**

##### **\*38 Classroom Security Intruder Latchbolt**

**8238, 7838**



- Key from either side locks and unlocks lever/knob outside
- Key from either side retracts latchbolt
- Lever/Knob outside retracts latchbolt, except when outside lever/knob is locked by key
- Lever/Knob inside always retracts latchbolt
- Auxiliary deadlatch
- ANSI F32

**Terry HS & George JH New Serving Lines**

**Terry HS new cafeteria serving line:**

First serving line is in operation.  
Additional serving line upgrades are in the design process for a summer 2019 install.

**George JH new cafeteria serving line:**

First serving line is in operation.  
Additional serving line upgrades are in the design process for a summer 2019 install.



**High School #6 & Junior High #6**

Recommendation for Design Development is on this month's Board agenda.

The Geotechnical report is complete.

The Topographic Survey is complete.

The Traffic Study is in process.



3D ENTRANCE PERSPECTIVE  
NEW LAMAR CONSOLIDATED HIGH SCHOOLS 3 - OPTION 1



**Synthetic Turf & Track Projects**

Synthetic turf installation at Foster, Fulshear, George Ranch, and Terry High Schools.

Track replacement at Foster High and Traylor Stadium.

Advertisement for CSP's published February 3rd and 10th.

Bid opening scheduled for March 7th.

Construction to begin in April.



**Williams Elementary Renovations**

Recommendation for Design Development is on this month’s Board agenda.

The front office/entrance will be renovated. Additionally, new carpet and a fire sprinkler system will be installed.



<b>2017 BOND REFERENDUM SUMMARY</b>			
PROJECT NAME	PROJECT BUDGET	ENCUMBERED	NONENCUMBERED
114 Austin ES Re-Roof	\$1,900,000.00	\$854,067.00	\$1,045,933.00
117 Seguin ECC Re-Roof	\$1,900,000.00	\$982,961.00	\$917,039.00
002 Terry HS Serving Lines	\$650,000.00	\$201,586.32	\$448,413.68
042 George JHS Serving Lines	\$650,000.00	\$205,430.40	\$444,569.60
Classroom Intruder Locks	\$400,000.00	\$263,638.88	\$136,361.12
011 High School #6	\$126,500,000.00	\$3,326,490.00	\$123,173,510.00
046 Junior High School #6	\$62,000,000.00	\$1,606,710.00	\$60,393,290.00
Lamar CHS Adds & Renov.	\$13,640,000.00	\$0.00	\$13,640,000.00
New Elementary School #29 (146)	\$30,200,000.00	\$0.00	\$30,200,000.00
High School LOTE Lab Renovations	\$1,050,000.00	\$0.00	\$1,050,000.00
HS Field Turf Replace & Foster HS Track	\$9,250,000.00	\$29,500.00	\$9,220,500.00
Foster HS Athletic Improvements	\$700,000.00	\$0.00	\$700,000.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$0.00	\$2,740,000.00
Jane Long ES Historical Gym Renovations (105)	\$3,200,000.00	\$0.00	\$3,200,000.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$0.00	\$1,400,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$0.00	\$900,000.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00

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

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

**DISTRICT FENCE PROJECT:**

VANIR Rice & Gardner CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. This project is now complete and closed.

Project Budget \$450,000

**CHILLER REPLACEMENT PROJECT:**

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

Project budget \$1,200,000

**PARKING LOT LIGHTING RETROFIT:**

VANIR Rice & Gardner are managing this project. Siemens has completed the original scope. Final inspections and night audits are underway. The fixtures for phase 2 sites have been completed. Final Acceptance is scheduled for the March Board Meeting

Project Budget \$1,600,000

**HUGGINS PARKING AND PARENT DROPOFF:**

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17<sup>th</sup>. Project is complete and closed.

Project Budget \$700,000

**ACCESS CONTROL PROJECT:**

VANIR Rice & Gardner are managing this project. Phase 1 is complete. Phase 2 installation is complete. Support Services hardware is pending. Closeout documents are underway.

Access Control Budget \$800,000

**TERRY HIGH BASEBALL PROJECT:**

VANIR Rice & Gardner are managing this project. This project is a 2014 Bond project with additional funds from the 2011 Available Bond Funds. This project is now complete and closed.

Additional Budget of \$1,425,000

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

Resource Persons: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

**INFORMATION ITEM: SPECIAL EDUCATION UPDATE**

The Texas Education Agency's Special Education Correction Action Plan prepared for the United States Department of Education Office will be reviewed. The presentation will also include the following:

- An overview of the Special Education referral and assessment process;
- An update on the status of the activities and strategies related to Special Education in the District Improvement Plan.

Resource Persons: Valerie Vogt, Chief Academic Officer  
Katie Marchena-Roldan, Executive Director of Teaching and Learning  
Tiffany Mathis, Director of Special Education

**INFORMATION ITEM: CITY OF ROSENBERG NOTIFICATION OF INTENT TO  
ENTER INTO TAX ABATEMENT AGREEMENT**

The City of Rosenberg has notified Lamar CISD of their intent to create Reinvestment Zone No. 20 and enter into a tax abatement with Dollar Tree. A copy of the agreement is attached. Resolution R-2691, authorizing the City Manager to execute the abatement agreement, and Ordinance No. 2109-09 enacting the zone, was considered at the February 5, 2019 City Council Meeting.

Resource Person: Dr. Thomas Randle, Superintendent





RECEIVED

JAN 29 2019

LAMAR CISD  
SUPERINTENDENT'S OFFICE

January 28, 2019

Honorable KP George  
Judge, Fort Bend County  
301 Jackson Street, Suite 719  
Richmond, Texas 77469

Dr. Thomas Randle  
Superintendent, Lamar Consolidated ISD  
3911 Avenue I  
Rosenberg, Texas 77471

Re: Notification of Public Hearing to Create a Reinvestment Zone and of Intent to Enter into a Tax Abatement Agreement

Gentlemen,

Please accept this letter as notification of the intent of the City of Rosenberg to create Reinvestment Zone No. 20 and enter into a tax abatement agreement.

The City Council of the City of Rosenberg, Texas, will hold a public hearing on Tuesday, February 5, 2019, at 6:30 p.m., in the Council Chamber, City Hall, 2110 4th Street, Rosenberg, Texas, regarding a proposal to adopt an ordinance creating Reinvestment Zone No. 20. Said Reinvestment Zone No. 20 is proposed to include a tract of land containing 141.713 acres, more or less, in the City of Rosenberg, more specifically described as follows:

BEING A 141.713 ACRE TRACT OF LAND SITUATED PARTIALLY IN THE R.T. CARROLL SURVEY, ABSTRACT NUMBER 544 AND PARTIALLY IN THE G.D. TARLTON SURVEY, ABSTRACT NUMBER 698, FORT BEND COUNTY, TEXAS.

A proposed copy of the tax abatement agreement is attached. The abatement will take effect in tax year 2021 and is applicable toward real and personal property (excluding inventory) as outlined in the agreement. Resolution R-2691, authorizing the City Manager to execute the abatement agreement, and Ordinance No. 2109-09 enacting the zone, will be considered at the February 5, 2019 City Council Meeting, which is scheduled for 6:30 p.m. at Rosenberg City Hall, 2110 Fourth Street, Rosenberg TX, 77471.

Please be advised this notice is being provided at least seven (7) days prior to the date of the public hearing and meeting of the City Council, at which the Ordinance and Resolution will be considered. Should you have any questions, please do not hesitate to contact me at 832-595-3330 or via email at [bgardella@rosenbergtx.gov](mailto:bgardella@rosenbergtx.gov).

Sincerely,



Bret Gardella  
Economic Development Director

Cc: John Maresh, City Manager, City of Rosenberg; Patsy Schultz, PCC, Fort Bend County Tax Assessor-Collector; Glen Whitehead, Fort Bend Central Appraisal District; Mark Vogler, Fort Bend County Drainage District; Chief Jordan Blegen, Pleak Fire Department (Contracting agency for Fort Bend ESD 6)



**AGREEMENT FOR PROPERTY TAX ABATEMENT**

**THE STATE OF TEXAS**                    §

**COUNTY OF FORT BEND**            §

This Agreement is entered into by and between the City of Rosenberg, Texas, a home rule municipal corporation of Fort Bend County, Texas, duly acting herein by and through its city manager, hereinafter referred to as "City" and \_\_\_\_\_, duly acting by and through its undersigned officer, hereinafter referred to as "Company." City and Company are individually referred to as a "Party" and collectively as the "Parties".

**WITNESSETH**

WHEREAS, on \_\_\_\_\_, 2019, the City Council of the City of Rosenberg by passage and approval of Resolution \_\_\_\_\_, attached hereto as **Exhibit "A"**, establishing a reinvestment zone (the "Zone") for commercial/industrial tax abatement as authorized by the Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312 (the "Act"); and

WHEREAS, City had previously adopted a policy on tax abatement incentives (the "Policy") on December 4, 2018; and

WHEREAS, the policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by City as required by the Act; and

WHEREAS, the Zone is located within the corporate limits of the City of Rosenberg; and

WHEREAS, the Company is the owner of or is under contract to purchase taxable real property located within the Zone; and

WHEREAS, the contemplated use of property and the contemplated improvements to property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with City's policy on tax abatement incentives and the ordinance creating the Zone adopted by City and all applicable laws;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements recited herein, City and Company agree as follows:

ARTICLE ONE

- A. **The Project.** As a condition precedent to the initiation of tax abatement pursuant to this Agreement, Company shall construct an approximately 1,200,000 square foot warehouse and distribution facility, which will be primarily engaged in the distribution of durable goods (the "Project") by no later than September 1 2020 (the "Completion Deadline"). Company shall have additional time to complete the Project as may be required in the event of delays caused by Force Majeure (as defined in Article Four, Section L below) and the Completion Deadline shall be correspondingly extended if Company is diligently pursuing completion of the Project.
- B. **The Premises.** The Project shall be located on approximately 140 acres of land located at the South Corner of Klosterhoff Road and Spur 10, Rosenberg, Fort Bend County, Texas, and further described on **Exhibit "B"** (the "Land").
- C. **Covenants.** Company agrees that it will diligently and faithfully, in a good and workmanlike manner, pursue the construction of the Project as a good and valuable consideration of this Agreement. Company further covenants and agrees that all construction of the improvements will be in accordance with all applicable state and local laws, codes and regulations. In further consideration, Company shall thereafter, from the date a Certificate of Completion is issued until the expiration of this Agreement, continuously operate and maintain the property. However, if at any time from and after the date that Company commences operations in the Project, Company ceases operations in the Project as a warehousing and distribution facility for a continuous period of 180 days, except in connection with, and to the extent of, a Temporary Closure as hereinafter defined, then at any time after such 180 day period, City shall have the right, via written notice to City, to terminate this Agreement. "Temporary Closure" shall mean any period in which operations in the Project ceases (i) as a result of a fire, earthquake, flood or similar casualty that renders the Project unfit for the intended purpose, as determined by Company in its reasonably exercised judgment, or (ii) as a result of Force Majeure, or (iii) as a result of a condemnation or other exercise by a governmental authority of the power of eminent domain, to the extent necessary to as determined by Company in its reasonably exercised judgment for repair and restoration of the Project, or (iv) as a result of any repairs, renovations, alterations or modifications to the Project diligently pursued by Company with the intention of recommencing operations in the Project.
- D. **Minimum Investment.** As a condition precedent to the initiation of tax abatement pursuant to this Agreement, Company must make a minimum capital investment in the Project, including the Land, real property improvements, furniture, fixtures, and equipment in an amount not less than \$130,000,000.00 as certified by Company in a certificate in the form attached hereto as **Exhibit "E"** on or before the Completion Deadline.
- E. **Minimum Employment.** By the end of the first full calendar quarter of the second anniversary of the Commencement Date, Company shall employ, and thereafter, subject to any Temporary Closure, maintain no less than 300 full time employees at a minimum wage of \$15.00 per hour and a payroll of at least \$ 9,360,000.00 annually (exclusive of benefits). Full time employees are defined as those employees working a regular work schedule of at least 36 hours per week.



F. **Compliance.** Compliance with this Agreement will be monitored by City on at least an annual basis. Company shall deliver a compliance certificate in the form attached hereto as **Exhibit "F"** annually by January 31 of each year until the expiration of the Term of this Agreement. City shall have access to the Project upon reasonable written notice and at reasonable times in order to inspect the appropriate documents and the Project itself to insure that Company has complied with the provisions of this Agreement. City and City staff shall not take possession of, or copy, photograph or otherwise reproduce, any written reports or any information contained therein on Company's employees, including any information relating to identified or identifiable individuals ("Personal Data") or Company's proprietary information. City acknowledges that nothing in this Agreement gives City any right to any Personal Data. City shall at all times comply with all applicable laws, regulations with respect to any Personal Data which may be obtained by City and City staff assigned to perform any portion of the review and inspection under this Agreement. City agrees to keep all information and documentation (including without limitation, employee names, addresses, social security numbers, employee identification numbers and employment status and proprietary information about Company's business) received pursuant to this Agreement confidential to the extent allowed under the Texas Public Information Act (Government Code Chapter 552) ("TPIA"). In the event a request is made for such information, City will notify Company and follow the process stated in the TPIA for determining what information must be released and what information should be withheld until seeking a ruling from the Attorney General of Texas.

G. **Closing of the Acquisition of the Land.** The obligations of City and Company are conditioned upon the closing of the acquisition of the Land by Company. If Company has not acquired the Land by May 1, 2019 for any reason, this Agreement shall terminate and be of no further force or effect.

## ARTICLE TWO

A. **Abatement.** The "Abatement Period" under this Agreement shall be a period of ten years commencing on January 1<sup>st</sup> of the calendar year immediately following the year in which construction is completed and the Commencement Date has occurred. Notwithstanding any other provisions, the commencement date must occur within six (6) months of the construction completion date. Subject to satisfaction of the conditions precedent set forth in Article One and upon and in compliance with the terms and conditions of this Agreement, 75% of the certified appraised value of the ad valorem real and personal property (excluding inventory) taxes from the Project owed to City, as determined annually by the Fort Bend County Tax Appraiser, shall be abated for the Abatement Period.

## ARTICLE THREE

A. **Term.** The term (the "Term") of this Agreement shall commence on the date of the full execution and delivery of this Agreement by both Parties and expire upon the end of the Abatement Period.

- B. **Default.** Should City determine that Company is in default in any terms and conditions of this Agreement, as stated in Article One, then City shall notify Company at the address stated below of such claimed default, and if not cured within ninety (90) days from the date of such notice (the "Cure Period), this Agreement may be terminated by City. Any notice of default shall be in writing and shall be given in accordance with Article Four, Section Q below.
  
- C. **Recovery of abated taxes.** As liquidated damages, in the event of default, all taxes which otherwise would have been paid to City without benefit of abatement (but without the addition of penalty; however interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code of the State of Texas) will become a debt to City and shall be due, owing and paid to City within sixty (60) days of the expiration of the Cure Period as the sole remedy of City, subject to any and all lawful offsets, settlements, deductions, or credits to which Company may be entitled. The Parties acknowledge that actual damages, in the event of default and termination, would be speculative and difficult to determine.

#### ARTICLE FOUR

- A. **Additional Instruments and Mutual Assistance.**
  - 1. City and Company will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
  - 2. Company shall provide to the Fort Bend Central Appraisal District and to City any and all information necessary for administration of the tax abatement granted herein, provided that Company shall not be required to provide any proprietary, trade secret, or confidential information for purposes of this Section.
  - 3. Nothing in this Agreement shall limit the ability of any party with standing to contest the valuation of any ad valorem taxes relating to the Project.
  
- B. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
  
- C. **Assignment.** Company shall have the right to assign this Agreement to any Company Affiliate to which title to the Property is conveyed. Except as provided in the foregoing sentence, this Agreement cannot be assigned by Company unless written permission is first granted by City, which approval will not be unreasonably withheld or delayed. The term "Company Affiliate" shall mean (a) Company's parent-corporation, affiliates, subsidiaries, or related companies; (b) a successor company related to Company by merger, consolidation, non-bankruptcy reorganization, or government action; or (c) a purchaser of substantially all of Company's assets in the State of Texas. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and



permitted assigns. Company agrees that it will not dissolve or terminate its existence during the Term of this Agreement except in connection with an assignment to a Company Affiliate as provided above in this Section.

- D. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Fort Bend County, Texas.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same, as provided below:
1. City Council has authorized the City Manager to execute this Agreement on behalf of City, as evidenced by Resolution, dated \_\_\_\_\_, 201\_, and attached hereto as **Exhibit "C"**.
  2. Company has authorized its \_\_\_\_\_ to execute this Agreement on its behalf, as evidenced by \_\_\_\_\_ Resolution, dated \_\_\_\_\_, 201\_, and attached hereto as **Exhibit "D"**.
  3. Company has provided the following: Certificate of Formation certified by the Secretary of State of the State of Texas (the "Secretary of State"); and Certificate of Existence issued by the Secretary of State; and Certificate of Franchise Tax Account Status issued by the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), which are attached hereto as Exhibit "E."
- F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- G. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Company agrees to use E-Verify for all employees hired for the Rosenberg location and not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Company shall be in Default and repay the amount of the funds received by Company from the City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by the City of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. Company is not liable for an unknown violation of this Section

by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used. It is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, (i) neither Company nor its business, or branch, division, or department thereof, shall be deemed to have been “convicted of a violation” until all appeals have been exhausted and/or the time for all appeals has expired; and (ii) the date that “City notifies Company of the violation” may not be earlier than the date that Company has been “convicted of a violation” as provided in the immediately preceding subsection. The foregoing right to terminate this Agreement and recapture taxes abated under this Agreement is City’s sole remedy for Company’s breach of this Section.

- I. **Enforcement.** At the direction of the City Manager, the City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Company shall make reasonable efforts to provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Company’s compliance with this Agreement.
  
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Rosenberg, Texas.
  
- K. **Exhibits and Attachments.** All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits to this Agreement are as follows:
  - Exhibit “A”: Resolution of City Council establishing reinvestment zone
  - Exhibit “B”: Description of Land
  - Exhibit “C”: Resolution of City Council approving this Agreement
  - Exhibit “D”: Resolution of Company approving this Agreement
  - Exhibit “E”: Form of Certificate of Minimum Investment
  - Exhibit “F”: Form of Compliance Certificate
  
- L. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the



same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

M. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex and, where the context requires, the plural of any word shall include the singular.

N. **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

O. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

P. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered by hand, by messenger, or by reputable overnight carrier, and shall be deemed delivered when received (or delivery refused) at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto in accordance with this Section:

City of Rosenberg  
Attn: City Secretary  
2110 4th Street  
Rosenberg, Texas 77471

Company

Q. **Ordinance Applicability.** The Parties hereto shall be subject to all ordinances of City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the specified project unless specifically enumerated herein.

R. **Prohibition against boycotting Israel.** To the extent required under Texas Government Code Company affirms it does not boycott Israel, and that during the term of this Agreement shall not Boycott Israel as that term is defined in the Texas Government Code Section 808.001. In the event that City discovers that Company violated such prohibition, during the Term of this agreement, City shall have the unilateral right to void the Agreement ab initio.

S. **Recitals.** The recitals hereto are incorporated in this Agreement for all purposes.

T. Remedies. Upon breach of any of the covenants contained in Article One or Article Two, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved Party shall have such remedies as are available in law or equity for breach of contract; provided however, that no Party shall be liable to any other Party for incidental or consequential damages.

**USeverability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

V. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

W. **Waivers.** No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

*Remainder of this page intentionally left blank. Signatures follow on the next page.*



SIGNATURE PAGE TO AGREEMENT FOR PROPERTY TAX ABATEMENT  
BY AND BETWEEN  
THE CITY OF ROSENBERG, TEXAS AND \_\_\_\_\_

EXECUTED by the undersigned to be effective as of the date first above written.

THE CITY:  
**CITY OF ROSENBERG, TEXAS**

By: \_\_\_\_\_  
John Maresh, City Manager

**Corporate Acknowledgment**

State of Texas

County of Fort Bend

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2019, by John Maresh in his capacity as City Manager, of the City of Rosenberg, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public's Signature

SIGNATURE PAGE TO AGREEMENT FOR PROPERTY TAX ABATEMENT

BY AND BETWEEN

THE CITY OF ROSENBERG, TEXAS AND \_\_\_\_\_

COMPANY:

\_\_\_\_\_  
a \_\_\_\_\_ corporation

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

Name: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_  
in his capacity as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said corporation.

\_\_\_\_\_  
Notary Public's Signature

METES AND BOUNDS DESCRIPTION  
141.713 ACRES (6,173,000 SQUARE FEET)  
R.T. CARROLL SURVEY, ABSTRACT NUMBER 544 AND  
G.D. TARLTON SURVEY, ABSTRACT NUMBER 698  
FORT BEND COUNTY, TEXAS

Page 1 of 4 Pages

Being all that certain 141.713 acres (6,173,000 square feet) of land situated partially in the R.T. Carroll Survey, Abstract Number 544 and partially in the G.D. Tarlton Survey, Abstract Number 698, Fort Bend County, Texas, and being comprised of three parcels: Parcel "A", being part of and out of that certain called 72.65 acres, referred to as Tract 2, described in deed to Joseph Dow, as recorded under Clerk's File Number (C.F.N.) 2017084908, Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.); Parcel "B", being all that certain called 58.13 acres described in deed to Silco, Inc., as recorded under C.F.N. 2016146341, O.P.R.F.B.C.; and Parcel "C", being all that same called 60.649 acres described in deed to Tucchau Huynh, and Cam Huy Quach and wife, Huechau Huynh, as recorded under C.F.N. 2011058147, O.P.R.F.B.C.; said 141.713 acre tract being more particularly described as follows (bearings herein are grid bearings based on the Texas State Plane Coordinate System; South Central Zone, NAD83, as witnessed by Texas Department of Transportation (TxDOT) Right-of-Way (R.O.W.) Map Sheets 7, 8, 9, and 10; CSJ 0187-05-57; distances herein are surface distances and may be converted to grid by multiplying by a scale factor of 0.999870017):

COMMENCING at an "X" in concrete set in the northwest line of said R.T. Carroll Survey and the southeast line of the Houston and Texas Central (H.&T.C.) Railroad Company Survey, Section 7, Abstract Number 210; said "X" also marking the intersection of the centerline of Klosterhoff Road, a 60-foot public R.O.W., as widened in Volume 231, Pages 506, 514, 518, and 567, Deed Records of Fort Bend County, Texas, with the northwesterly projection of the southwest R.O.W. line of Spur 10, a public R.O.W. of varying width formerly known as Hartledge Road, as widened in deeds to State of Texas recorded under C.F.N. 2014016447 (Parcel 7) and 2016123007 (Parcel 8), O.P.R.F.B.C.; said "X" also marking the north corner of said 72.65; thence:

South 42°08'14" West, along the centerline of said Klosterhoff Road with the southeast line of said H.&T.C. Railroad Company Survey, and the northwest line of said R.T. Carroll Survey and said 72.65 acre tract, a distance of 705.00 feet to a nail in asphalt set marking the **POINT OF BEGINNING** and most northerly corner of the herein described tract;

THENCE, South 47°51'02" East, at 30.00 feet pass a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING", set in the southeast R.O.W. line of said Klosterhoff Road; continuing, across said 72.65 acre tract, a total distance of 3,149.24 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING", set in the northwest line of that certain called 2.5274 acres described in deed to William L. Reardon and Pamela R. Reardon, as recorded under C.F.N. 9410704, O.P.R.F.B.C.; said iron rod also being in the southeast line of said 72.65 acre tract and marking the most northerly east corner of the herein described tract;



METES AND BOUNDS DESCRIPTION  
141.713 ACRES (6,173,000 SQUARE FEET)  
R.T. CARROLL SURVEY, ABSTRACT NUMBER 544 AND  
G.D. TARLTON SURVEY, ABSTRACT NUMBER 698  
FORT BEND COUNTY, TEXAS

Page 2 of 4 Pages

THENCE, South 41°59'48" West, with the northwest line of said 2.5274 acre tract and the southeast line of said 72.65 acre tract, a distance of 316.46 feet to a 1/2-inch iron pipe found in the southwest line of the aforesaid R.T. Carroll Survey, and the northeast line of the aforesaid G.D. Tarlton Survey and the aforesaid 58.13 acre tract; said iron pipe also marking the west corner of said 2.5274 acre tract, the most southerly corner of said 72.65 acre tract, and an interior corner of the herein described tract;

THENCE, South 47°52'37" East, with the southwest line of said R.T. Carroll Survey and said 2.5274 acre tract, and the northeast line of said G.D. Tarlton Survey and said 58.13 acre tract, a distance of 149.99 feet to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING", set in the northwest line of the J.T. Peak Survey, Abstract Number 666, and that certain called 32.62 acres described in deed to Larry Howell, James M. Bettis, Jr., and Tommye L. Dominy, as recorded under C.F.N. 2012048863, O.P.R.F.B.C.; said iron rod also marking the south corner of said R.T. Carroll Survey and said 2.5274 acre tract, the east corner of said G.D. Tarlton Survey and said 58.13 acre tract, and the most southerly east corner of the herein described tract;

THENCE, South 42°12'08" West (call South 42°11'47" West), with the southeast line of said G.D. Tarlton Survey and said 58.13 acre tract, and the northwest line of said J.T. Peak Survey and said 32.62 acre tract; also with the northwest line of that certain called 36.553 acres described in deed to Michael E. Ebarb and wife, Lisa C. Ebarb, as recorded under C.F.N. 1999093130, O.P.R.F.B.C., and the northwest line of that certain called 10.419 acres described in deeds to 1) Rusty R. Kroesche (90% interest), as recorded under C.F.N. 2018010159, O.P.R.F.B.C., and 2) Rusty L. Kroesche and wife, Traci A. Kroesche (10% interest), as recorded under C.F.N. 2018010160, O.P.R.F.B.C., a distance of 1,581.70 feet to a 1-inch iron pipe found marking the east corner of that certain called 39.881 acres, referred to as Tract 4, described in deed to Ferrall Stafford Kmiec, as recorded under C.F.N. 2003030171, O.P.R.F.B.C.; said iron pipe also marking the most southerly corner of said 58.13 acre tract and the herein described tract;

THENCE, North 47°52'04" West, with the northeast line of said 39.881 acre tract and the most southerly southwest line of said 58.13 acre tract, a distance of 523.28 feet (call 523.44 feet) to a 5/8-inch iron rod with plastic cap, stamped "TERRA SURVEYING", set marking the most southerly corner of the aforesaid 60.649 acre tract, the most southerly west corner of said 58.13 acre tract, and an angle point in the herein described tract;

TERRA SURVEYING COMPANY, INC.

METES AND BOUNDS DESCRIPTION  
141.713 ACRES (6,173,000 SQUARE FEET)  
R.T. CARROLL SURVEY, ABSTRACT NUMBER 544 AND  
G.D. TARLTON SURVEY, ABSTRACT NUMBER 698  
FORT BEND COUNTY, TEXAS

Page 3 of 4 Pages

THENCE, North 47°52'13" West (call North 45°00'27" West), with the northeast line of said 39.881 acre tract and the southwest line of said 60.649 acre tract, at 2,744.93 feet pass the southeast R.O.W. line of the aforesaid Klosterhoff Road; continuing, at 2,745.32 feet pass a 1-inch iron pipe found on line; continuing, a total distance of 2,774.93 feet to a nail in asphalt set in the centerline of said Klosterhoff Road, the southeast line of the aforesaid H.&T.C. Railroad Company Survey, and the northwest line of the aforesaid G.D. Tarlton Survey; said nail also marking the north corner of said 39.881 acre tract, and the west corner of said 60.649 acre tract and the herein described tract;

THENCE, North 42°08'14" East (call North 45°00'00" East), along the centerline of said Klosterhoff Road with the southeast line of said H.&T.C. Railroad Company Survey, and the northwest line of said G.D. Tarlton Survey and said 60.649 acre tract, at 1,014.13 feet pass a nail in asphalt set marking the north corner of said 60.649 acre tract and the most northerly west corner of the aforesaid 58.13 acre tract; continuing along said centerline with said southeast line, and the northwest line of said G.D. Tarlton Survey and said 58.13 acre tract, a total distance of 1,118.09 feet to a nail in asphalt set marking the west corner of that certain called 1.0 acre tract described in deed to David John Sell and wife, Roxie Jean Sell, as recorded in Volume 836, Page 372, D.R.F.B.C.; said nail also marking an exterior corner of said 58.13 acre tract and the herein described tract;

THENCE, South 47°51'46" East, with the southwest line of said 1.0 acre tract and a northeast line of said 58.13 acre tract, at 30.00 feet pass the southeast R.O.W. line of said Klosterhoff Road, from which a found 2-inch iron pipe bears North 25°02' West, 0.74 feet; continuing, a total distance of 254.54 feet to a 1-inch iron pipe found marking the south corner of said 1.0 acre tract, and an interior corner of said 58.13 acre tract and the herein described tract;

THENCE, North 42°08'04" East (call North 42°03'45" East), with the southeast line of said 1.0 acre tract and a northwest line of said 58.13 acre tract, a distance of 170.91 feet (call 171.06 feet) to a 1-inch iron pipe found marking the east corner of said 1.0 acre tract, and an interior corner of said 58.13 acre tract and the herein described tract;

THENCE, North 47°49'45" West (call North 47°51'46" West), with the northeast line of said 1.0 acre tract and a southwest line of said 58.13 acre tract, at 224.53 feet pass the southeast R.O.W. line of the aforesaid Klosterhoff Road; continuing, at 224.80 feet pass a 1-1/2 inch iron pipe found on line; continuing, a total distance of 254.53 feet (call 254.31 feet) to a nail in asphalt set in the southeast line of the aforesaid H.&T.C. Railroad Company Survey and the northwest line of the aforesaid G.D. Tarlton Survey; said nail also marking the north corner of said 1.0 acre tract, and an exterior corner of said 58.13 acre tract and the herein described tract;

TERRA SURVEYING COMPANY, INC.

METES AND BOUNDS DESCRIPTION  
141.713 ACRES (6,173,000 SQUARE FEET)  
R.T. CARROLL SURVEY, ABSTRACT NUMBER 544 AND  
G.D. TARLTON SURVEY, ABSTRACT NUMBER 698  
FORT BEND COUNTY, TEXAS

Page 4 of 4 Pages

THENCE, North 42°08'14" East, along the centerline of said Klosterhoff Road with the southeast line of said H.&T.C. Railroad Company Survey, and the northwest line of said G.D. Tarlton Survey and said 58.13 acre tract, at 292.14 feet pass a nail in asphalt set marking the west corner of the aforesaid R.T. Carroll Survey and the aforesaid 72.65 acre tract, and the most northerly corner of said G.D. Tarlton Survey and said 58.13 acre tract; continuing along said centerline with said southeast line, and the northwest line of said R.T. Carroll Survey and said 72.65 acre tract, a total distance of 610.06 feet to the **POINT OF BEGINNING** and containing 141.713 acres (6,173,000 square feet) of land.

There also exists a separate ALTA/NSPS Land Title Survey drawing prepared by Terra Surveying Company, Inc., of even date.

Compiled by:  
Scott D. Mandeville, RPLS  
Terra Surveying Company, Inc.  
3000 Wilcrest Drive, Suite 210  
Houston, Texas 77042  
Phone: 713-993-0327  
Project Number: 1617-1831-S

TERRA SURVEYING COMPANY, INC.



**ORDINANCE NO. 2018-43**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY DELETING ARTICLE III OF CHAPTER 26 THEREOF, AND SUBSTITUTING THEREFOR A NEW ARTICLE III OF CHAPTER 26, ENTITLED "PROPERTY TAX ABATEMENT GUIDELINES AND CRITERIA"; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the attraction of long-term investment and the establishment of new jobs in the City of Rosenberg enhances the economic base of area taxing entities; and

**WHEREAS**, the City wishes to be competitive with other communities across the region currently offering tax inducements and incentives to attract industrial expansion, modernization, commercial and tourism projects; and

**WHEREAS**, tax abatement is one of the demonstrated means by which the public sector and the private sector can forge a partnership to promote real economic growth within a community; and

**WHEREAS**, the Texas Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, authorizes taxing jurisdictions to provide property tax abatement for limited periods of time as an inducement for the development or redevelopment of property; and

**WHEREAS**, the City Council recognizes the benefits of establishing guidelines and criteria governing tax abatement agreements by the City of Rosenberg; and,

**WHEREAS**, the City of Rosenberg desires to continue to participate in a tax abatement program by amending, and renewing, its ordinance; now, therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by deleting Article III of Chapter 26 thereof, and substituting therefor a new Article III of Chapter 26 to provide as follows:

**"ARTICLE III. – PROPERTY TAX ABATEMENT GUIDELINES AND CRITERIA**

**Sec. 26-51. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The city council shall have the power from time to time to provide such additional and/or modified definitions that they may find desirable and necessary. The words and phrases as herein set out shall be deemed and understood to mean:

*Abatement* means the full or partial exemption from ad valorem taxes of certain real property and certain limited types of tangible personal property, as hereinafter provided, located in a reinvestment zone designated by the City of Rosenberg for economic development purposes.

*Agreement* means a contractual agreement between a property owner and/or lessee and the city.

*Base year value* means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

*Deferred maintenance* means improvements necessary for continued operation which do not improve productivity or alter the process technology, reduce pollution or conserve resources.

*Eligible facilities* means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which are reasonably likely, as a result of granting abatement, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the city. Eligible facilities do not include facilities which, in the determination of the office of the city manager or the city council, are intended primarily to provide goods or services to residents or existing businesses located in the city. Eligible facilities may include, but shall not be limited to, retail sales establishments generating municipal sales taxes and providing goods or services with an intended wide distribution area, industrial buildings, hotels, office buildings or property owned or leased by a certified air carrier, on the condition that the certified air carrier make specific real property improvements or lease for a term of ten (10) years or more within the reinvestment zone. Eligible facilities shall not include rolling stock, railroad cars, trucks, aircraft, or any other vehicle(s) that are intended to be means of transportation of equipment, raw materials or any other products or services whatsoever.

*Expansion* means the addition of buildings, structures, fixed machinery, as that term is defined herein, equipment, or payroll for purposes of increasing production, services, or a combination thereof.

*Facility* means property improvements completed or in the process of construction which together comprise an integral whole.



*Fixed machinery* includes any machinery permanently installed or attached to realty, buildings, or any permanently constructed improvement upon real property.

*Hotel* means a commercial structure which provides overnight accommodations to travelers and which contains one hundred fifty (150) rooms or more.

*Modernization* means a complete or partial demolition of a facility and the complete or partial reconstruction or installation of a facility of similar or expanded production or service capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, as that term is herein defined, equipment or pollution control devices, or resource conservation equipment.

*New facility* means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

*Office building* means a new office building, addition to existing office buildings or build out of unoccupied space within existing buildings.

*Productive life* means the number of years a property improvement is expected to be in service in a facility.

*Tangible personal property* means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the city.

**Sec. 26-52. - Application.**

- (a) Any present or potential owner of taxable property in the city may request the creation of a reinvestment zone and property tax abatement by filing a written request with the city and providing such disclosures and supporting documents that may from time to time be requested by the city. The city may at any time require the applicant to submit a metes and bounds survey or other survey prepared by a registered Texas engineer or a licensed Texas surveyor of the realty subject to the proposed abatement. Prior to the consideration of any application for creation of a reinvestment zone or an abatement agreement, the applicant shall deposit with the city an application fee that is refundable upon the successful completion of the proposed abated improvements, in such amount as shall be established from time to time by city council, to cover administrative expenses incurred by the city in considering and processing such application, including, but not limited to, costs for publication of notices, legal and appraisal services, and in-house staff services. The amount of such application fee shall be one thousand dollars (\$1,000.00) for all abatement applications. The application shall be forwarded to the office of the city manager for review and recommendation to the city council of the city for final disposition.

- (b) The application shall consist of a completed economic impact questionnaire, as may be prescribed from time to time by the City of Rosenberg, which shall provide detailed information on the items described in section 26-55(g) hereof; a map and property description; and a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the applicant as to the ability of the applicant to successfully utilize the anticipated investment in land, buildings and non-moveable tangible personal property and other factors and information concerning the applicant that the office of the city manager or the city council may find appropriate. The applicant shall at no time acquire any rights, privileges or authority, either monetary or otherwise, by reason of filing any application or providing any documentation in conjunction with an application filed herein. Applicant shall, as a part of the application process, sign and execute a statement which shall provide:

I (We), the undersigned applicant(s), certify that all requirements of the Code of Ordinances of the City of Rosenberg have been met in relation to the application filed herein and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the city council may or may not grant any application or request hereunder purely as a matter of discretion and that there is no legal right to rely on any previous actions taken in same or similar applications nor in previous actions taken on another application concerning the same or similar property.

**Sec. 26-53. - Action by city council on application.**

- (a) The city council shall, within a reasonable time after completion of the review of all documents submitted by the applicant and such other investigation and inquiry as shall be deemed appropriate by the office of the city manager or the city council and upon receipt of a report and recommendation from the office of the city manager, proceed to call and hold all required public hearings. Unless otherwise required by law, no formal action by the city council shall at any time be necessary. Unless otherwise directed, the city manager may expedite such procedures and practices as shall be necessary to expedite all required approvals.
- (b) Information that is provided to the city in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential. If the city should exercise its absolute discretion and fail to approve a tax abatement



agreement, then all information submitted by the applicant shall be returned by the city.

**Sec. 26-54. - Procedure to establish a reinvestment zone.**

- (a) Prior to the adoption of an ordinance designating a reinvestment zone, the city may require the applicant to pay all costs and shall require the applicant to provide all appropriate information so that the city can give all notices required by applicable law, including, but not limited to, (i) written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located no later than the seventh day before the date of the public hearing for the creation of the reinvestment zone, and (ii) publication in a newspaper of general circulation within such taxing jurisdiction no later than the seventh day before the date of the public hearing for the creation of the reinvestment zone, to provide all interested parties the opportunity to present all relevant information.
- (b) The city shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion, or new facility.
- (c) Information that is provided to the city in connection with an application or request for tax abatement, including the creation of a reinvestment zone, and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential. If the city should exercise its absolute discretion and fail to approve a tax abatement agreement, then all information submitted by the applicant shall be returned by the city and shall not be available for public inspection.

**Sec. 26-55. - Criteria for granting.**

- (a) *Eligible facilities.* Upon application, eligible facilities, as defined and described in this chapter, shall be considered for the tax abatement as hereinafter provided.
- (b) *Creation of new value.* Abatement may only be granted for the additional value of eligible property improvements expended subsequent to the creation of the reinvestment zone and approval of the reinvestment agreement as specified in the reinvestment agreement between the city and the property owner or lessee, subject to such limitations as the city may from time to time require or as may be specified in the agreement between the parties.

- (c) *Eligible new and existing facilities.* Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (d) *Ineligible property.* The following types of property shall be fully taxable and ineligible for tax abatement: land; supplies; inventory; tools; furnishing; and other forms of movable personal property; housing, including apartment complexes; deferred maintenance; property to be rented or leased, except as provided in subsection (e) of this section; and property which has a productive life of less than ten (10) years. In addition, rolling stock, railroad cars, trucks, aircraft or any other vehicle(s) that are intended to be means of transportation of equipment, raw materials or any other products or services whatsoever shall be fully ineligible.
- (e) *Owned/leased facilities.* If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.
- (f) *Economic qualification.* In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:
  - (1) Must be expected to have an increased appraised ad valorem tax value of at least one million dollars (\$1,000,000.00) upon completion of the anticipated improvements or expansion based upon the Fort Bend Central Appraisal District's assessment of the eligible property; and
  - (2) Must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the city.
- (g) *Standards for tax abatement.* The following factors, among such other factors as determined necessary by the city council, shall be considered in determining whether to grant tax abatement:
  - (1) Value of land and existing improvements, if any;
  - (2) Type and value of proposed improvements;
  - (3) Productive life of proposed improvements;
  - (4) Number of existing jobs to be retained by proposed improvements;
  - (5) Number of type of new jobs to be created by proposed improvements;
  - (6) Amount of local payroll and the wage rates to be created;
  - (7) Whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions;
  - (8) Type of benefits the employer provides its employees;

- (9) Amount of local sales taxes to be generated directly;
- (10) Amount the property tax base valuation will be increased during the term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than one million dollars (\$1,000,000.00) upon the completion of the anticipated improvements;
- (11) The costs to be incurred by the city to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid the city during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;
- (13) The population growth of the city that occurs directly as a result of new improvements;
- (14) The types of values of public improvements, if any, to be made by applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; and
- (20) The relationship of the value of real estate to personal property being considered for abatement.

Each eligible facility shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation by the city council in the exercise of their absolute discretion.

- (h) *Amount of abatement.* The percentage of value to be abated and the duration of the tax abatement shall be determined as follows:



- (1) For all planned improvements valued at more than one million dollars (\$1,000,000.00), the percentage and duration of the tax abatement shall be determined by the city council in the exercise of its absolute discretion on a case by case basis, taking into consideration the factors listed above in subsection (g).
- (i) *Denial of abatement.* Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:
- (1) There would be a substantial adverse effect on the provision of government service or tax base;
  - (2) The applicant has insufficient financial capacity;
  - (3) Planned or potential use of the property would constitute a hazard to public safety, health, or morals;
  - (4) Violation of other codes or laws; or
  - (5) Any other reason deemed appropriate by the city council.
- (j) *Taxability.* From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:
- (1) The value of ineligible property as provided in subsection (d) of this section shall be fully taxable; and
  - (2) The base year value of existing eligible property as determined each year shall be fully taxable.

The additional value of new eligible property shall be fully taxable at the end of the abatement period.

**Sec. 26-56. - Agreement.**

- (a) Not later than the seventh day before the date on which the city enters into the abatement agreement, the city will deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the city intends to enter into the agreement. The notice shall include a copy of the prepared agreement.
- (b) After approval of the application for tax abatement pursuant to this article and the creation of a reinvestment zone, the city will formally pass a resolution to execute an agreement with the owner and/or lessee of the facility, as required, which shall include:

- (1) The estimated value to be abated and the base year value;
  - (2) The percent of value to be abated each year as provided in section 26-55(h);
  - (3) The commencement date and the termination date of abatement;
  - (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, section 26-52(b);
  - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided for herein;
  - (6) Size of investment and average number of jobs involved;
  - (7) A requirement that owner and/or lessee certify to city, and to the governing body of each taxing unit, on September 1 of each year, that owner/lessee is in compliance with each applicable term of the agreement.
- (c) Such agreement shall be executed by the applicant within one hundred eighty (180) days after the same has been approved by the city council.

**Sec. 26-57. – Administration.**

- (a) The chief appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the taxable assessed value of the property taking into consideration the terms of the abatement agreement relating to such real and personal property found within the reinvestment zone and subject to abatement under the terms and provisions of the reinvestment agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary for the abatement. Once value has been established, the chief appraiser will notify the city of the amount of the assessment. It shall be the exclusive duty and responsibility of each company and/or individual receiving the benefit of an exemption to comply with all requirements of the Fort Bend Central Appraisal District in order to secure and continue to receive the benefit of any approved tax abatement agreement. Failure to do so shall not be deemed the fault of the City of Rosenberg or any of its officers and employees.
- (b) The abatement agreement shall stipulate that employees and/or designated representatives of the city will have access to the reinvestment zone, to books and records reflecting expenditures and investment during the term of the abatement, and to inspect the facility to determine if the terms and conditions of

the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours' prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one (1) or more representatives of the company or individual receiving the benefit of the abatement agreement present and in accordance with the company's or individual's safety standards.

- (c) The designated representative of the entity receiving the benefit of the abatement shall prepare at the request of the city's representative reports as to the progress and status of all construction and shall, upon the completion of all anticipated construction, prepare and file a final report of completion in a form as shall be from time to time promulgated by the city. Such report(s) shall be at no cost to the city and provide the following minimum information:
  - (1) A description of the work and construction that was contemplated when the abatement was approved by the city and the work and/or improvements actually completed;
  - (2) The date of commencement of construction, significant progress dates, and the date of final construction;
  - (3) The amount of investment including actual cash and/or non-cash investment with a description of the type of investment and when the investment was actually made; and
  - (4) A disclosure of any and all changes, restructuring, or modifications that were made in the finally constructed improvements.
- (d) Upon completion of construction, the designated representative of the city shall annually evaluate each abatement agreement to insure compliance, and a formal report shall be made to the city council regarding the findings of each evaluation. If the evaluation determines the finished facility did not meet the terms of the abatement agreement, then the city will initiate section 26-59(b) together with all other remedies provided by law.
- (e) The city shall timely file with the Texas Department of Commerce and the State Property Tax Board all information required by the tax code.

**Sec. 26-58. - Assignment.**

The rights granted under an abatement agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility or proposed facility upon the approval by resolution of the city council of the City of Rosenberg and the execution of an assignment agreement subject to the city council's approval, all of which shall be subject to the financial capacity of the assignee. The city reserves the right to approve or reject an assignment in the exercise of its absolute discretion and no holder of any abatement



rights shall ever have a legal right to the approval of an assignment. All conditions, duties and obligations of the assignor in the abatement agreement, upon discretionary approval of the city council, shall be irrevocably and unconditionally assumed by the assignee upon the same terms and conditions as set out in such abatement agreement. Any assignment shall be to an entity which contemplates the same improvements to the property as set forth in an original abatement agreement, except to the extent such improvements have been completed. No assignment shall ever be approved if the parties to any existing agreement owe outstanding taxes or other debts to any governmental entity.

**Sec. 26-59. - Procedure for determining default and recapture.**

- (a) If the company or individual (i) allows the ad valorem taxes owed the city to become delinquent and fails to timely and properly follow the requirements of law for their protest and/or contest or (ii) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure period described in this section, the agreement made pursuant to the provisions of this article then may be terminated, at the discretion of the city council, and if terminated, all taxes previously abated by virtue of the agreement will be recaptured and shall be paid within thirty (30) days of final termination as shall be ordered by the city council of the City of Rosenberg by ordinance duly passed and adopted.
- (b) Should the city determine that the company or individual is in probable default according to the terms and conditions of the agreement, the city shall notify the company or individual of such default in writing at the address stated in the agreement, and shall provide the company or individual believed to be in probable default an opportunity to request a hearing before the city council, who shall finally determine whether a default has occurred. If no request for hearing is made within ten (10) days from the date of the receipt of a notice of probable default, the city council may confirm the existence of an event of default and shall cause a final notice of default to be sent to the company or individual to whom the agreement has been assigned or is the holder thereof.

If a default is determined to exist and is not cured within thirty (30) days, the agreement may be terminated by the city without further notice and the city shall be entitled to recover all costs associated with the default, including attorney's fees and costs.

**Sec. 26-60. - Time limitation; review.**

The guidelines and criteria of this article are effective upon the date of adoption and will remain in force for two (2) years, unless amended by three-fourths ( $\frac{3}{4}$ ) vote of the entire membership of the city council, at which time all reinvestment zones and tax abatement agreements created pursuant to this article will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria of this article may be modified, renewed or eliminated. Any modification, amendment, or

elimination that may occur as a result of this review process shall not affect abatement agreements approved prior to the date of such modification, amendment or elimination.

**Sec. 26-61. - Discretion of city.**

The adoption of these guidelines and criteria by the city does not:

- (1) Limit the discretion of the city council to decide whether to enter into a specific tax abatement agreement which absolute right of discretion the city council reserves unto itself, whether or not such discretion may be deemed arbitrary or without basis in fact;
- (2) Limit the discretion of the city council to delegate to its employees the authority to determine whether or not the city council should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the city council consider or grant a specific application or request for tax abatement.

**Sec. 26-62. - Abatement guidelines re-adopted.**

The tax abatement guidelines as herein set out are hereby adopted and approved as to their validity and effectiveness for a period of two (2) years commencing on the date of final passage and approval of Ordinance No. 2018-43 adopting this section for a period of two (2) years thereafter.

**Secs. 26-63—26-70. - Reserved.”**

Section 2. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 3. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

**PASSED AND APPROVED** by a vote of 7 "ayes" in favor and 0 "noes" against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the 4 day of December 2018.

**ATTEST:**

Danyel Swint  
Danyel Swint, **City Secretary**

**APPROVED:**

William Benton  
William Benton, **Mayor**

**APPROVED AS TO FORM:**

Cynthia Trevino  
Cynthia Trevino, **City Attorney**  
Denton Navarro Rocha Bernal & Zech, P.C.

SCOTT TSUTSUKAWA



**INFORMATION ITEM: LAMAR CISD WHOLE CHILD SAFETY  
AND WELLNESS MODEL UPDATE**

Lamar CISD launched the Whole Child Safety and Wellness Model at the beginning of the 2018-2019 school year. The model is a comprehensive approach that addresses the social and emotional care for our students. The model has (6) core domains to include: Social Wellbeing, Emotional Wellbeing, College & Career Readiness, Environmental Wellbeing, Mental Health, and Growth Mindset. The model incorporates a sense of character education components at its foundation, supported by the evidenced-based curriculum through Character 5.0.

The implementation of this model requires the redistribution of duties of counselors and a planned approach to decrease student/counselor ratios over a five-year cycle. An update on the implementation and status of personnel allocations and duties will be given.

Resource Persons: Valerie Vogt, Chief Academic Officer  
Dr. Jon Maxwell, Executive Director of Student Programs  
Dr. Jennifer Roberts, Director of Student Services

**INFORMATION ITEM: MEDICAL/RX PLAN STRUCTURAL CHANGES**

Administration evaluates the components of the District's self-funded, Medical/Rx health care plan (the Plan) on an ongoing basis. The cost of health care in general continues to rise at a rate much higher than the Consumer Price Index (CPI). Pharmacy costs continue to rise at an even faster pace than medical plan costs. In addition, the cost of compliance with the Affordable Care Act continues to impact the overall cost of the Plan. Efforts to keep the benefit plans properly aligned, while continuing to improve the health and productivity of our valued employees, continues to be challenging.

To maintain the financial stability of the Plan and the member experience, we are recommending the following changes to the Plan for the 2019-2020 Plan Year:

- ✓ Adjust/increase the employee contribution for the three (3) Exclusive Provider Organization (EPO) Plans and three (3) Accountable Care Organization (ACO) Plans
- ✓ Realign the benefits of the three (3) Exclusive Provider Organization Plans (EPO)
  - Increase the Plan Year Deductible and Maximum Out-of-Pocket
  - Increase the Pharmacy Copay for Tier 2 medications and Tier 3 medications
  - Eliminate coverage for Non-Office Based Lab/XRay
- ✓ Encourage employee membership migration through smart premium differentials to enroll in one of the Accountable Care Organization (ACO) network options – quality of care – lower price point – no benefit changes
  - Nexus – Memorial Hermann/UT Physicians
  - Charter – Kelsey Seybold
- ✓ The District's contribution to the Plan will be evaluated during the regular budget process, but the expectation is that it will require a more significant increase than in prior years. The current per-employee per-month (PEPM) contribution is approximately \$430 but varies based on Plan status at August 31<sup>st</sup>, the District's fiscal year-end. Benefits are budgeted annually and considered for board approval along with the District's Compensation Plan.

For the 2019-2020 plan year, the District will continue its effort to manage/reduce plan costs through the following:

- ✓ Enhanced Communication Initiatives and Population Education opportunities,
- ✓ Condition Based Health Management Plan (Diabetes Hypertension Plan [DHP]), the purpose of which is to increase participant engagement and encourage ongoing medical compliance,
- ✓ Personal Health Record – care coordination and care management,
- ✓ Expand the participation in Real Appeal™ – a science based digital weight loss program that helps participants improve their health and reduce medical cost,
- ✓ District wide Health Fair to include medical provider vendors, etc.

Resource Persons:                      Dr. Kathleen Bowen, Chief Human Resources Officer  
Trudy Harris, Assistant Director Employee Services & Risk Management  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE**

In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

Resource Persons: Mike Rockwood, Chief of Staff  
Lt. Daryl Segura, Rosenberg Police Department



# ***School Resource Division***

## **12/01/2018-12/31/2018**

<b>Agg. Assault</b>	<b>1</b>	<b>In House Investigation</b>	<b>1</b>
<b>Harassment</b>	<b>1</b>	<b>Poss. Marijuana</b>	<b>4</b>
<b>Assault "A"</b>	<b>4</b>	<b>Poss. Cont. Substance</b>	<b>2</b>
<b>Assault "C"</b>	<b>4</b>	<b>Poss. Drug Paraphernalia</b>	<b>1</b>
<b>Terroristic Threat</b>	<b>4</b>	<b>Minor Poss./Tobacco</b>	<b>1</b>
<b>Public Intoxication (Drugs)</b>	<b>2</b>	<b>Disorderly Conduct-Language</b>	<b>2</b>
<b>Disorderly Conduct-Fight</b>	<b>4</b>	<b>Tobacco School Prop.</b>	<b>2</b>
		<b>CIT/Mental Health Calls</b>	<b>4</b>
		<b>Total</b>	<b>37</b>

**\*\*\*These are calls that have been filed/arrested, does not include all calls for service\*\*\***