



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, FEBRUARY 27, 2012, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

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If, during the course of the meeting, any discussion of any item on the Agenda should be held in Closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter D and E.

If you require special assistance or the provision of an auxiliary aid or device during this event, please contact Noemi Garcia in the Superintendent's Office at 281.420.4816 at least 48 hours prior to the event.



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER, Ed.D.

DEPUTY SUPERINTENDENT
ADMINISTRATIVE SERVICES

February 15, 2012

TO: Dr. Toby York
FROM: Dr. Byron Terrier
SUBJECT: Opening Exercises for February 27, 2012, Board Meeting

The opening exercises for the February 27, 2012, Board Meeting will be given by students from San Jacinto Elementary.

The pledges will be led by John Michael Crow and Breanne Pittman.

Mrs. Crawford's second grade class will perform, *All You Need is Love*, by The Beatles. This song was part of their Valentine's Day lesson and tells the world how "easy" loving one another can be. The following students will participate in the opening exercises:

John Michael Crow	Miguel Faz
Hennessy Garcia	Vanessa Gaytan
Zechariah Hoops	Emily Marroquin
Mason McComb,	Breanne Pittman
Liliana Rocha	Fabian Sanchez
Miranda Villarreal	Sebastian Villegas

The students are under the direction of the music teacher, Danny Mejia and principal, Ms. Becky Robins.

/ck

CITIZENS' PARTICIPATION

Citizens who have registered with the recording secretary may address the Board on matters other than the character of any student, staff, or Board member. The item addressed by the speaker may not have been posted in accordance with the Texas Open Meetings Law. Board members may only listen to the individual's statement and may not discuss the item with the patron or take action on any matter not on the agenda. Each individual heard shall be allotted no more than five minutes for the presentations; however, if more than six citizens register to address the Board, more time may be given by a majority vote of the Board.

Meeting of the Board of Trustees
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Baytown, Texas

February 13, 2012

REGULAR MEETING

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, February 13, 2012, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

PRESENT: Ms. Jenice Coffey, President; Mr. Howard Sampson, Vice President;
Mr. Jimmy Smith, Assistant Secretary; Mr. Carl Burg; Mr. Agustin Loredo; and
Ken Martin

ABSENT: Mr. Daniel Blackford, Secretary

OPENING EXERCISES

The opening exercises for the February 13, 2012, Board Meeting were given by the students of Highlands Elementary School. The pledges of allegiance were led by Kennedy Jacquet and Alty Wright. Board Member Mr. Agustin Loredo asked for a Moment of Silence and gave the prayer.

The following students sang songs by the Beatles:

Myreya Avila	Isabel Badall	Cole Bergeron
Macy Burns	Taylor Carter	Ayana Davies
Kandyce Dutton	Caide Hurley	Kennedy Jacquet
Payton Keyes	Marissa Lemus	Hayden Linder
Colton Mohler	Avi Rambarran	Madison Wood
Atly Wright	Vianey Trejo	

The students were under the direction of teachers Mrs. Donna Johnson and Mrs. Deidre Richard and principal Mrs. Ruth Perrin.

RECOGNITIONS AND ACKNOWLEDGEMENTS

United Way of Baytown members Mr. David Mohlman and Ms. Kris Barry were recognized the following campuses in the District for participation in the 2011 United Way Campaign.

Campuses receiving recognition were:

- Highest Participation – George W. Carver Elementary
- Highest Participation Increase – Victoria Walker Elementary
- Highest Participation, Small Facility – School Community Guidance Center
- Highest Contributions – Highlands Elementary
- Highest Contributions Increase – Victoria Walker Elementary
- Highest Contributions/Highest Contributions Increase, Small Facility – Peter E. Hyland Center

CITIZENS PARTICIPATION

Ms. Jen Farr, President of Goose Creek Education Federation, addressed the Board of Trustees regarding teacher continuing contracts.

DISPOSITION OF MINUTES

January 12, 2011, Special Meeting and January 23, 2010, Regular Meeting

Mr. Martin moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR JANUARY 12, 2012, SPECIAL MEETING AND JANUARY 23, 2012, REGULAR MEETING AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

ITEMS OF DISCUSSION/ACTION

8380. CONSIDERATION OF SUPERINTENDENT’S REPORTS

1. College Forward
2. Performance Based Monitoring and Analysis System (PBMAS) Update

1. College Forward

Executive Director of School Administration; Kathy Rose, College Forward Houston Executive Director; and Becky Fowler, High School Program Manager presented a report on College Forward. Lee High School students Dorchelle Greene, Damion Jn-Marie, and Danielle Perez gave a personal report on what the program has meant to them.

2. Performance Based Monitoring and Analysis System (PBMAS) Update

The Performance Based Monitoring and Analysis System (PBMAS) update was given by Diana Cox, Executive Director of Curriculum and Instruction; David Yannotta, Director of Assessments and Accountability; Suzanne Heinrich, Executive Director of School Administration; Dr. Tom Kelchner, Director of Special Education; Holli Malloy, Director of Curriculum and Instruction; Norma Picacio-Jones, Director of Bilingual Education/ESL and Migrant Education Program; and Renea Dillon, Director of Career and Technical Education Suzanne Heinrich.

8381. CONSIDERATION OF DONATIONS FROM EXXONMOBIL

1. Donation for AVID Program
2. Donation from Science Programs

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE TWO DONATIONS FROM EXXONMOBIL.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

ExxonMobil donated \$20,000 to the AVID Program. These funds will be used to support the program. The second donation was in the amount of \$38,000 will be used for various science programs within the District.

8382. CONSIDERATION OF PROPOSED SINGLE-MEMBER DISTRICT BOUNDARY MAPS

Mr. Burg moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE THE PROPOSED SINGLE-MEMBER DISTRICT MAPS FOR SUBMITTAL TO THE JUSTICE DEPARTMENT FOR APPROVAL.** The motion passed with Ms. Coffey, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion. Mr. Sampson voted against the motion.

8383. CONSIDERATION OF THE 2012-2013 INSTRUCTIONAL CALENDAR

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE 2012-13 INSTRUCTIONAL CALENDAR (OPTION 1).** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

8384. CONSIDERATION OF CLASS SIZE WAIVER NO. 2

Mr. Martin moved and Mr. Sampson seconded the motion THAT THE BOARD APPROVE THE REQUEST TO THE TEXAS EDUCATION AGENCY (TEA) FOR THE CLASS SIZE WAIVER NO. 2. The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

8385. CONSIDERATION OF DESIGNATION/COMMITMENT OF FUNDS OF GENERAL FUND BALANCE

Mr. Smith moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE DESIGNATION/COMMITMENT OF FUNDS OF THE GENERAL FUND BALANCE IN THE FOLLOWING AMOUNTS: FUTURE COSTRUCTION \$2,500,000, DISTRICT TECHNOLOGY UPGRADES \$2,500, 000, AND DISASTER RECOVER \$3,000,000.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

8386. CONSIDERATION OF FINANCIAL ADVISORY AGREEMENT WITH BOSC, INC.

Mr. Loredo moved and Mr. Martin seconded **THAT THE BOARD APPROVE THE FINANCIAL ADVISORY AGREEMENT WITH BOSC, INC. FOR SERVICES RELATED TO THE ISSUANCE OF OBLIGATIONS EVIDENCING INDEBTEDNESS.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

8387. CONSIDERATION OF CONSENT AGENDA

- 1. Order Authorizing the Issuance of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012**
- 2. Interlocal Contract Addendum to the Agreement with Shiloh Treatment Center**

3. **Second Reading of Revised Board Policy CDA (Local); Other Revenues: Investments**
4. **Tax Refunds**
5. **Renewal of Request for Proposals**
 - a. **Purchase Auto/Bus Parts**
 - b. **Beverage Vending Services**
6. **Renewal of Competitive Sealed Proposals**
 - a. **Plumbing Contractor – Time and Material**
 - b. **Janitorial and Maintenance Services for Central Administration Building**
 - c. **Grease Trap Maintenance Services**

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE CONSENT AGENDA ITEMS AS LISTED ON THE AGENDA.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

1. Order Authorizing The Issuance Of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012

The Board adopted an order authorizing the issuance of Goose Creek CISD Unlimited Tax refunding bonds, Series 2012; setting certain parameters for the bonds; authorizing the superintendent and/or chief financial officer to approve the amount, the interest rate, price, including the terms thereof and certain other procedures and provisions related thereto.

2. Interlocal Contract Addendum To The Agreement With Shiloh Treatment Center

The Board approved the addendum to the contract agreement between the Goose Creek CISD and Shiloh Treatment Center to provide additional slots for educational day treatment services for identified GCCISD students.

3. Second Reading Of Revised Board Policy Cda (Local); Other Revenues: Investments

The Board approved the second reading of revisions to Board Policy CDA (Local); Other Revenues; Investments regarding changes.

4. Tax Refunds

The Board approved tax refunds in accordance with Section 31.11 State Property Code with provision that no taxes are owed by the referenced parties on any account.

<u>Tax Refunds Approved:</u>	
Williams Olefins, LLC	\$16,067.35
Enterprise Fleet Management	23,532.69
Ameriport, LLC	5,953.95
Bac Tax Services Corp	<u>5,594.53</u>
	\$51,148.52

5. Renewal Of Request For Proposals
a. Purchase Auto/Bus Parts

The Board approved to continue with the contracts as submitted by all responding vendors, Beta Technology, Certified Laboratories, Clear Glass Mobile, International Trucks of Houston, Cummins Southern plains, LLC, O'Reilly Auto Parts, Parts Supply Co., Strong Source, LLD, Texas Alternator, Winzer, and XL Parts to provide automobile and bus parts for the District.

b. Beverage Vending Services

The Board approved the recommendation to award the contract for Beverage Vending Services to Coca-Cola.

6. Renewal Of Competitive Sealed Proposals
a. Plumbing Contractor Time and Material

The Board approved to renew all five (5) proposals submitted for plumbing contractor time and material for one (1) additional year.

b. Janitorial and Maintenance Services for Central Administration Building

The Board approved the renewal of the Janitorial and Maintenance Services Contract with Central Management, Inc. for one (1) additional year.

c. Grease Trap Maintenance Services

The Board approved to renew for one (1) additional year the competitive sealed proposals submitted by Southwaste and A-Affordable Vacuum Service under the same terms and conditions as stated in the original documents.

8388. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS

Future Board Agenda Items

- Board Operating Procedures (Satisfactory, no revisions needed at this time)
- Standardized Dress, March 8
- New Teachers Orientation (Diversity Training)
- Board Policy Update 91 – Feb. 27
- Discussion of Continuing Contracts – Feb. 27
- Facility Needs

Board Training

- February 16-18, 2012, Winter Governance & Legal Seminar, Corpus Christi (Mr. Blackford and Mr. Smith attending)

Board Meetings/Workshops

- March 8, 2012, Board Workshop (STAAR Implementation) and Standardized Dress

CLOSED MEETING

At approximately 8:48 p.m., President Jenice Coffey recessed the Regular Meeting into a Closed Meeting with the following statement:

“This Board will now recess into a Closed Session pursuant to the following sections of the Texas Opening Meetings Act: 551.071, Private consultation with the Board’s attorney; 551.072, Discussing purchase, exchange, lease, or value of real property; 551.074, Discussing personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Session.”

Board Reconvenes into Regular Session

At approximately 9:42 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

8389. CONSIDERATION OF PERSONNEL ACTION

Mr. Martin moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE ONE ELECTION AND ACCEPT ELEVEN RESIGNATIONS.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

Election:

Michelle Stangle, teacher, assigned to Highlands Elementary School.

Resignations:

1. **Donna Bernard**, science teacher at Highlands Junior School, is retiring effective June 6, 2012. Ms. Bernard has been with the District 20 years.
2. **Heather Donovan**, second-grade teacher at Travis Elementary School, is resigning effective June 6, 2012. Ms. Donovan is getting married and moving to Boston, Massachusetts.
3. **Desiree de la Rosa**, special education teacher at Highlands Elementary School, resigned effective February 10, 2012. Ms. de la Rosa accepted a behavior specialist position with San Antonio ISD.
4. **DeAnne Duvall**, first-grade teacher at Austin Elementary School, is retiring effective June 6, 2012. Ms. Duvall has been with the District 32 years.
5. **Roseanna Henrichsen**, GATE kindergarten teacher at Austin Elementary School, is retiring effective June 6, 2012. Ms. Henrichsen has been with the District 31 years.

6. **Lori Isaacks**, second-grade teacher at Travis Elementary School, is resigning effective June 6, 2012. Ms. Isaacks is staying home with her children.
7. **Leigh Anne Morrison** second-grade teacher at Harlem Elementary School, resigned effective January 24, 2012. Ms. Morrison resigned for personal reasons.
8. **Delbert Pape**, social studies teacher at School Community Guidance Center, is retiring effective June 6, 2012. Mr. Pape has been with the District three years, but has a total of 12 years outside the district.
9. **Carol Perry**, campus instructional specialist at Hopper Primary School, retired effective January 31, 2012. Mrs. Perry had been with the District eight years but has a total of 18 years outside the district.
10. **Crystal Rabe**, ESL teacher at Horace Mann Junior School, is resigning effective June 6, 2012. Ms. Rabe's husband is being transferred to Austin, Texas.
11. **Michelle Sulak**, fifth-grade teacher at Bowie Elementary School, resigned effective February 3, 2012. Ms. Sulak resigned for medical reasons.

ADJOURNMENT

President of the Board Jenice Coffey adjourned the Board meeting at approximately 9:42 p.m.

SUPERINTENDENT'S REPORTS

- 1. GCCISD Facility Update**
- 2. Continuing Contracts**

GCCISD Facilities Report

February 27, 2012

Charles T. York, Ed.D., Superintendent

Byron P. Terrier, Ed.D., Deputy Superintendent of Administrative Services

David K. Fluker, Executive Director of Facilities Management

Bruce R. Riggs, Project Manager

FCA Critical Projects

❖ Stallworth Stadium Lighting

- Elevated to Priority 1 (from a Priority 2) due to vehicle accidents and personnel injuries

❖ ADA Requirements (PAR Inspection)

- Priority 1 Projects – Rebuild 31 restrooms and six shower stalls at Sterling, Lee, SCC, Gentry, Cedar Bayou and Baytown Jr.
- The PAR's inspection also included deficiencies concerning parking spaces, signage for parking as well as room signage. These items are being handled "in-house".

❖ Ross Sterling High School

- Replacement of sanitary pipes beneath the building to the street
- Repair structural damage beneath the kitchen area
- Replace fire alarm system



Photo No. 29. Column, Grid 8.



Photo No. 30. Girder/Column connection, Grid 7.

Photo No. 15. Beam, Grid 4.



Photo No. 16. Joist, Grid 4.

Structural supports beneath Sterling kitchen



Sanitary pipes beneath Sterling

❖ Lamar and Ashbel Smith HVAC Improvements

- The existing ice storage tanks at Lamar Elementary and Ashbel Smith Elementary are in need of immediate replacement.
 - It is not advisable to wait for alternate funding due to the severe condition of the tanks.
 - Estimated cost of replacement is approximately \$987,020
- ❖ *Austin Elementary has the same type of tanks and they were replaced in the summer of 2010 due to leakage.*

North Main and Wallisville Upgrades

Scope:

- ❖ Widening of Wallisville Road from Garth Road to North Main to four lanes plus turn lanes
- ❖ Converting North Main to a boulevard from I-10 to Wallisville Road and continuing north past the Goose Creek Memorial High School property
- ❖ Traffic lights and turn lanes at the intersection of North Main and Wallisville Road
- ❖ All work to be performed by Harris County contractors and supervised by county employees/engineers

North Main and Wallisville Upgrades

Progress:

- ❖ County engineers have completed drawings
- ❖ County commissioners have approved budgets
- ❖ The district has issued a check for \$600,000 to the county as part of our interlocal agreement
- ❖ Bids are scheduled to be opened on April 24, 2012
- ❖ Construction is anticipated to begin in the Summer of 2012 and completion is projected in late 2012.

Facilities Management Complex

Phase III

- ❖ Demolition of some existing structures in the West Building has been completed
- ❖ Shops to house the alarm systems, pest control, locksmiths and the night supervisor have been completed
- ❖ Mezzanines to accommodate upstairs storage and lower level shops for electricians, plumbers, HVAC and building mechanics should arrive by March 1
- ❖ New electrical systems have been installed
- ❖ Expected completion date - Summer 2012

Early College High School Additions

A meeting was held at the City of Baytown Engineering Department on February 14, 2012, to develop permitting strategies with the city engineer and inspection staff.

- ❖ 14 classrooms and a book storage room
- ❖ Science lab for chemistry, biology and physics
- ❖ Offices, work rooms and restrooms
- ❖ Complex at Peter Hyland Center - two dual classroom portables to accommodate the increase in student enrollment next semester

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: DISCUSSION OF GCCISD CONTINUING CONTRACTS

RECOMMENDED ACTION: Discussion of GCCISD continuing contract status.

RATIONALE: Discuss future of GCCISD contracts.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Dr. Bernard Cannariato
Mr. Richard Peebles



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER, Ed.D.

DEPUTY SUPERINTENDENT
ADMINISTRATIVE SERVICES

February 27, 2012

TO: DR. TOBY YORK

FROM: DR. BYRON TERRIER

SUBJECT: RECOMMENDATION FOR CONTINUING CONTRACT POLICY
CHANGE TO TWO-YEAR TERM CONTRACT

Please see the attached rationale for changing Teacher Continuing Contracts to Two-Year Term Contracts. Please be cognizant of the sentence in the first paragraph which states, "All teachers who were hired before April 2, 2012, will continue their current contract policy status." This statement serves as the "grandfather clause" for teachers. A similar statement providing a "grandfather clause" was included when we changed the Administrative Contracts earlier this year.

If you have additional questions or concerns, please let me know.

Goose Creek CISD Teacher Continuing Contract Recommendation

Rationale of Changing Contracts for Teachers

After investigating the history of the District's current teacher continuing contracts, the practice has been part of employee policy for more than 25 years. Based on increased accountability by current federal and state mandates, as Superintendent I am recommending to the Board of Trustees that they consider changing our current contract policy from a continuing to a two year term contract for teachers. All teachers who were hired before April 2, 2012, will continue their current contract policy status. Several districts in Region 4, as well as many Texas school districts have changed their continuing contract policy to meet the changing dynamics of the new federal and state laws and mandates regarding testing, evaluations, staffing, instruction, and future regulations of district ratings.

Legal Bases for Recommendation to Offer Two Year Teacher Term Contracts

Based on current GCCISD Board Policy to change to a two year term contract does not violate any current policies. Also, the recommended change would not be in violation of term contract policies governed by Chapter 21, Subchapter E, of the Texas Education Code. Pursuant to Board of Trustees Policy DCB (Legal), before a multi-year term contract is offered, the professional employee must complete a one year probationary contract. Once the probationary contract has been completed, the number of years a district may offer a term contract may be determined by the Board of Trustees based on a one year contract but not to exceed five school years. (Texas Education Code Chapter 21.205). There is no property interest for a term contract employee beyond its term. (Texas Education Code Chapter 21.204(e) Pursuant to Board of Trustees Policy DC (Legal), the Board shall establish a policy based on designated positions of employment or positions based on consideration such as the length of service to which term contract may be offered. Texas Education Code Chapter 21.029 (c)

Pursuant to Texas Education Code Chapter 21 Subchapter E also empowers the Board of Trustees to determine the number of years for a term contract offered after the required one year probationary contract is completed.

Therefore, the Board of Trustees based on the aforementioned legal requirements may determine the number of years a term contract can be offered to qualified professionals.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: DISCUSSION OF GOOSE CREEK CISD BOARD OF TRUSTEES MEETINGS TRANSMISSION

RECOMMENDED ACTION: Discussion of Goose Creek CISD Board of Trustees Meetings Transmission.

RATIONALE: The Board of Trustees will review and discuss options available to transmit Board of Trustees meetings.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Mrs. Kathy Clausen
Board of Trustees

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: DISCUSSION OF SUPERINTENDENT SEARCH

RECOMMENDED ACTION: Discussion of superintendent search.

RATIONALE: The Board of Trustees will discuss options and process for superintendent search.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Board of Trustees

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF FUNDING 2012 SUMMER PROJECTS

RECOMMENDED ACTION: Approve funding for several projects as outlined in the 2012 Summer Projects list. Some of the projects are listed in the 2010 FCA report. The estimated cost of these projects is \$5,237,635.

RATIONALE: The administration has determined that the listed projects are in need of immediate attention and alternate funding is not available at this time.

BUDGET PROVISIONS/ACTION REQUIRED: Local

RESOURCE PERSONEL: Dr. Toby York
Dr. Byron Terrier
Mr. David K. Fluker
Mr. Bruce Riggs



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

David K. Fluker
Executive Director of Facilities Management

February 27, 2012

TO: DR. TOBY YORK
DR. BYRON TERRIER

FROM: DAVID K. FLUKER

**SUBJECT: CONSIDERATION OF VARIOUS CRITICAL PROJECTS FOR THE
SUMMER OF 2012**

It is recommended that the Board of Trustees approve various projects to be performed by several contractors during the summer of 2012.

RATIONALE:

- The 2010 Facilities Condition Assessment (FCA) determined that there are several areas in need of immediate attention. These areas are identified on the attached spreadsheet.
- Some of the projects were listed as priorities other than Priority 1 on the 2010 FCA schedule but have been elevated to Priority 1 due to accelerated needs.
- There are \$12,241,935 Priority 1 deficiencies listed in the 2010 FCA report. In the summer of 2011 the district completed \$2,528,226 of critical needs.
- Just under \$10 million of Priority 1 needs have been deferred from 2011 and are now being compounded by additional needs carried over from the Priority 2 list. The administration will seek alternate funding for some of these projects over the next few months. However, that type of funding is very limited and the competition is extremely tight.
- Some of the ADA upgrades may not be completed prior to the start of school next semester.
- Projects not noted with a Priority 1 have been determined by the administration to be of immediate needs.
- The portable buildings for the Early College High School at Peter Hyland Center are to accommodate additional students next semester.
- The total cost of these projects is estimated to be \$5,237,635.
- Although funding is yet to be determined, this project will be performed in compliance with the Texas School Law Bulletin Sections 2252, 2253, 2254 and 2258.

2012 Summer Projects

Priority	Site	Deficiency Description	Estimated Cost	A/E Fees/Mat'l Test'g	Contingency	Permits	Total Projected Costs
1	Stallworth Stadium	Lighting Project	\$232,817	\$0	\$11,641	\$1,164	\$245,622
1	R.S Sterling HS Main Bldg.	Sanitary sewer replacement	\$1,178,371	\$88,378	\$58,919	\$5,892	\$1,331,559
1	R. S. Sterling All Buildings	Fire alarm upgrades	\$833,685	\$0		\$0	\$833,685
1	R.S. Sterling Kitchen	Structural Repairs	\$154,237	\$11,568	\$7,712	\$771	\$174,288
1	Baytown Jr., Cedar Bayou, Gentry, Lee, Sterling and SCC	T.E.A. PAR ADA upgrades	\$975,000	\$97,500	\$117,837	\$4,875	\$1,195,212
1	Ashbel Smith	HVAC Ice Storage Tanks	\$427,281	\$42,728	\$21,364	\$2,136	\$493,510
1	Lamar	HVAC Ice Storage Tanks	\$427,281	\$42,728	\$21,364	\$2,136	\$493,510
	ECHS	Portable Buildings	\$82,040				\$82,040
	Highlands Jr.	Parking lot access improvement	\$200,000	\$20,000	\$10,000		\$230,000
	St. Pauls Church	Demolition and Asbestos Abatement	\$137,574	\$0	\$20,636		\$158,210
	Subtotal		\$4,648,286	\$302,902	\$269,473	\$16,975	\$5,237,635
	Grand total for Deficiencies						\$5,237,635

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF FIRST READING OF TASB LOCALIZED POLICY MANUAL UPDATE 91 [Previously Distributed]

RECOMMENDED ACTION: Approve on Reading to add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for *TASB Localized Policy Manual Update 91* with the exception of FMH (Local): Student Activities Commencement.

RATIONALE: The Board of Trustees reviews all revisions, additions, and deletions to legal and local Board policies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Rick Kirk
Ms. Diana Cox
Ms. Suzanne Heinrich
Mr. Pete Pape
Mr. Pete Cote
Ms. Kathy Clausen
Mr. Richard Peebles

Instruction Sheet

TASB Localized Policy Manual Update 91

District Goose Creek CISD

Code	Action To Be Taken	Note
ATTN (LOCAL)	No policy enclosed	See explanatory note
AIC (LEGAL)	Replace policy	Revised policy
B (LEGAL)	Replace table of contents	Revised table of contents
BBA (LEGAL)	Replace policy	Revised policy
BBB (LEGAL)	Replace policy	Revised policy
BBFB (LEGAL)	Replace policy	Revised policy
BJCG (LEGAL)	Replace policy	Revised policy
BQ (LEGAL)	Replace policy	Revised policy
BQA (LEGAL)	Replace policy	Revised policy
BQB (LEGAL)	Replace policy	Revised policy
BR (LEGAL)	Replace policy	Revised policy
C (LEGAL)	Replace table of contents	Revised table of contents
CBA (LEGAL)	Replace policy	Revised policy
CCA (LEGAL)	Replace policy	Revised policy
CCG (LEGAL)	Replace policy	Revised policy
CDA (LEGAL)	Replace policy	Revised policy
CDA (LOCAL)	Replace policy	Revised policy
CDA (EXHIBIT)	Review exhibit	Revise as necessary
CDB (LEGAL)	Replace policy	Revised policy
CE (LEGAL)	Replace policy	Revised policy
CEA (LEGAL)	ADD policy	See explanatory note
CH (LEGAL)	Replace policy	Revised policy
CHG (LEGAL)	Replace policy	Revised policy
CHH (LEGAL)	ADD policy	See explanatory note
CI (LEGAL)	Replace policy	Revised policy
CJA (LEGAL)	Replace policy	Revised policy
CL (LEGAL)	Replace policy	Revised policy
CMD (LEGAL)	Replace policy	Revised policy
CNA (LEGAL)	Replace policy	Revised policy
CNC (LEGAL)	Replace policy	Revised policy
COB (LEGAL)	Replace policy	Revised policy
CQA (LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 91

CV	(LEGAL)	Replace policy	Revised policy
CV	(LOCAL)	Replace policy	Revised policy
CVA	(LEGAL)	Replace policy	Revised policy
CVB	(LEGAL)	Replace policy	Revised policy
CVC	(LEGAL)	Replace policy	Revised policy
CVD	(LEGAL)	Replace policy	Revised policy
CVE	(LEGAL)	Replace policy	Revised policy
CVF	(LEGAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DBA	(LEGAL)	Replace policy	Revised policy
DBD	(LEGAL)	Replace policy	Revised policy
DC	(LEGAL)	Replace policy	Revised policy
DCA	(LEGAL)	Replace policy	Revised policy
DECB	(LEGAL)	Replace policy	Revised policy
DF	(LEGAL)	Replace policy	Revised policy
DFAA	(LEGAL)	Replace policy	Revised policy
DFAB	(LEGAL)	Replace policy	Revised policy
DFBA	(LEGAL)	Replace policy	Revised policy
DFBB	(LEGAL)	Replace policy	Revised policy
DFBB	(LOCAL)	Replace policy	Revised policy
DFBB	(EXHIBIT)	Replace exhibit	Revised exhibit
DFCA	(LEGAL)	Replace policy	Revised policy
DFD	(LEGAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
DG	(LEGAL)	Replace policy	Revised policy
DGC	(LEGAL)	ADD policy	See explanatory note
DLB	(LEGAL)	Replace policy	Revised policy
DMA	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
E	(LEGAL)	Replace table of contents	Revised table of contents
EF	(LEGAL)	Replace policy	Revised policy
EFAA	(LEGAL)	Replace policy	Revised policy
EFAA	(LOCAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 91

EHAC (LEGAL)	Replace policy	Revised policy
EHB (LEGAL)	Replace policy	Revised policy
EHBAB (LEGAL)	Replace policy	Revised policy
EHBAD (LEGAL)	Replace policy	Revised policy
EHBK (LEGAL)	Replace policy	Revised policy
EHDD (LEGAL)	Replace policy	Revised policy
EHDE (LEGAL)	Replace policy	Revised policy
EIA (LEGAL)	Replace policy	Revised policy
EIE (LEGAL)	Replace policy	Revised policy
EIF (LEGAL)	Replace policy	Revised policy
EKB (LEGAL)	Replace policy	Revised policy
FBA (LEGAL)	Replace policy	Revised policy
FD (LEGAL)	Replace policy	Revised policy
FEA (LEGAL)	Replace policy	Revised policy
FED (LEGAL)	Replace policy	Revised policy
FFAA (LEGAL)	Replace policy	Revised policy
FFAF (LEGAL)	Replace policy	Revised policy
FFC (LEGAL)	Replace policy	Revised policy
FFG (EXHIBIT)	Replace exhibit	Revised exhibit
FFH (LOCAL)	Replace policy	Revised policy
FL (LEGAL)	Replace policy	Revised policy
FM (LEGAL)	Replace policy	Revised policy
FNCG (LEGAL)	Replace policy	Revised policy
FNCH (LEGAL)	Replace policy	Revised policy
FNCI (LEGAL)	Replace policy	Revised policy
FO (LEGAL)	Replace policy	Revised policy
FO (LOCAL)	Replace policy	Revised policy
FOC (LEGAL)	Replace policy	Revised policy
FOCA (LEGAL)	Replace policy	Revised policy
FOD (LEGAL)	Replace policy	Revised policy
FODA (LEGAL)	Replace policy	Revised policy
FOE (LEGAL)	Replace policy	Revised policy
FOF (LEGAL)	Replace policy	Revised policy
FP (LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 91

G (LEGAL)	Replace table of contents	Revised table of contents
GBA (LEGAL)	Replace policy	Revised policy
GBAA (LEGAL)	Replace policy	Revised policy
GKA (LEGAL)	Replace policy	Revised policy
GKG (LEGAL)	Replace policy	Revised policy
GRA (LEGAL)	Replace policy	Revised policy
GRA (EXHIBIT)	DELETE exhibit	See explanatory note
GRAA (LEGAL)	ADD policy	See explanatory note
GRAA (EXHIBIT)	ADD exhibit	See explanatory note
GRAC (LEGAL)	ADD policy	See explanatory note

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

**SUBJECT: CONSIDERATION OF REPORT ON BOARD TRAINING
CREDIT HOURS**

RECOMMENDED ACTION: This report is for information only. The number of training hours Board members have earned must be read into the record at the Board Meeting.

RATIONALE: In accordance with **House Bill 2563**, each school board must reflect in the official minutes of the meeting whether each board member has fulfilled training required to be completed as of that meeting date.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Baytown, Texas**

February 27, 2012

2011 BOARD TRAINING

BOARD MEMBER	TIER 1 HOURS	TIER 2 HOURS	TIER 3 HOURS	TOTAL HOURS
	(Texas Education Code)	Team-Building	Continuing Education	
Jenice Coffey	3.0	3.0	17.00	23.00
Howard Sampson	2.0	3.0	22.00	27.00
Carl Burg	2.0	3.0	18.00	23.00
Jimmy Smith	3.0	3.0	15.50	21.50
Daniel Blackford	3.0	3.0	20.25	26.25
Agustin Loreda	2.0	0.0	10.50	12.50
Ken Martin	2.0	3.0	26.75	31.70

*Mr. Blackford and Mr. Smith attended the Winter Governance & Legal Seminar Feb. 16-18, 2012, training hours are not reflected in their total hours at this time.

- TIER I: Three hours in the Texas Education Code (TEC) for newly-elected or appointed Board members.
Two hours in Update to Texas Education Code (TEC) for Board Members in subsequent years of service.
- TIER II: Three to six hours in Team-Building Skills.
- TIER III: Ten hours in Continuing Education for new Board members. Five hours in Continuing Education for Board members in subsequent years of service.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF PERMANENT PIPELINE EASEMENT AGREEMENT WITH HSC PIPELINE PARTNERSHIP, LLC – PUMPHREY ELEMENTARY AND WEST TOWN CENTER

RECOMMENDED ACTION: Administration recommends approval of the Permanent Easement Agreement with HSC Pipeline Partnership, LLC for a pipeline easement across district property.

RATIONALE: By approving this permanent pipeline easement across our property, it goes behind the old West Town Center and Pumphrey Elementary sites (2,662.16 ft.), HSC Pipeline Partnership, LLC is offering the District \$101,336.93.

BUDGET PROVISIONS: None

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Côté
Mr. Rick Peebles



HSC Pipeline Partnership, LLC

P.O. Box 4324

Houston, Texas 77210-4324

713.381.6500

www.epplp.com

November 11, 2011

VIA

**CERTIFIED MAIL-Return Receipt Requested 70111150000197017924
REGULAR MAIL**

Goose Creek ISD

P. O. Box 30

Baytown, TX 77522-0030

RE: Offer to Acquire Easements
Tract #: HR-0301.00000, Harris County, TX
Project Name: Baytown to Mont Belvieu

Dear Landowner:

As you know, HSC Pipeline Partnership, LLC ("HSC") is in the process of locating and constructing two (2) pipelines along with appurtenant facilities (collectively the "Easement"), which will be routed across a portion of your property. The Pipelines will be an integral part of HSC's pipeline system. As a result, HSC has determined that it is in the public interest to acquire certain easements, which are more particularly described in the Permanent Easement Agreement attached hereto (the "Permanent Easement").

HSC, in a good faith effort to reach an agreement, is making this initial offer to you in the amount of **One Hundred One Thousand Three Hundred Thirty Six Dollars and 93/100 (\$101,336.93)** as full monetary compensation for the necessary easements it is seeking including any and all damages, if any, resulting to your property as a result of the easements. If you are agreeable, please sign and acknowledge three (3) original Easement Agreements, retain one (1) original for your records and return two (2) originals to me, in the enclosed self-addressed and stamped envelope at HSC, c/o Mustang Engineering, LP, 4400 Hwy. 225, Suite 100, RM D1186SW, Deer Park, TX 77536. Upon receipt, I will contact you to make arrangements for payment. I will need a completed and signed form W9, which I will provide, before I will be able to process payment. Of course, if you would prefer to meet, let me know and we can make arrangements for a meeting at a mutually convenient date and time.

Please be advised that you have the right to discuss this offer and any agreement regarding the acquisition of the easements sought with others, or at your option to keep the offer and, or any agreement confidential, unless the offer or agreement is subject to Chapter 552 of the Texas Government Code relating to Public Information.



HSC Pipeline Partnership, LLC

P.O. Box 4324

Houston, Texas 77210-4324

713.381.6500

www.epplp.com

Also enclosed is a copy of the Landowner's Bill of Rights which contains additional information concerning eminent domain proceedings and which was prepared by the Office of the Attorney General of the State of Texas.

I will be contacting you in the next few days to follow up and look forward to speaking with you. If you have any questions in the meantime or would like to discuss this matter further, please call me at your earliest convenience at my office at (713) 350-7469 or my cellular at (318) 805-3841.

Respectfully,

Rebecca Sisson
Contract Right Of Way Agent,
Representing HSC Pipeline Partnership, LLC

cc: HSC Outside Counsel
M. Trey Flournoy, Esq.
File: HR-0301.00000

K. Webster
D. Roberts
D. Mangum

Enclosed Items:

Easement Document (3 Originals)
LOBOR (Landowner's Bill Of Rights)
W-9 Form

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

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the _____ day of _____ 2012, is between **Goose Creek Consolidated Independent School District**, (hereinafter referred to as "Grantor", whether one or more), and HSC Pipeline Partnership, LLC, a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, at any time, operate, repair, replace, abandon in place, and maintain two (2) pipelines, each not to exceed thirty-six inches (36") in nominal pipe diameter and all appurtenant facilities required or desired by Grantee for use of said pipelines (collectively the "Pipelines") in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace easements (and additional temporary workspace easements, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipelines and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easements") (the "Permanent Easement" and "Temporary Construction Easements" collectively the "Easements"). The term of the Construction Easements shall be for a period to extend twelve (12) months from the date of construction commencement on each of the two Pipelines (i.e., Grantee shall be entitled to use the Temporary Construction Easements for the twelve month period following the commencement of construction on each of the two pipelines, and this time period may or may not overlap). However, if Grantee has completed its use of the Temporary Construction Easements prior to the expiration of the twelve month periods following commencement of construction operations on each of the two Pipelines, then the Temporary Construction Easements shall immediately terminate at that time. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easements while same in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipelines within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipelines for the transportation of oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, or other mineral solutions, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines, over, across, under and upon the Permanent Easement. Grantee shall cause no above-ground appurtenances to be constructed on this Permanent Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads and pipeline markers which, when possible, will be placed at fence lines or other right-of-way crossings on the above described land. Grantor and Grantee also agree and that no sour gas or sulphuric gas, natural gas that contains more than 4 parts per million by volume, shall be transported within the Pipeline, except during temporary operational or mechanical failures, at which time, the natural gas shall contain no more than 16 parts per million by volume, which said operational and mechanical failures shall be remedied as soon as reasonably practicable.
2. Grantee shall bury the Pipelines to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
4. Grantee shall have the right to select the exact locations of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.
5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary (including payment for both Pipelines), any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the construction of the Pipelines and related facilities. The consideration does not cover any damages, which may accrue to Grantor's other lands, the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines or any other damages incurred from time to time as hereinafter more specifically set forth; provided that damages shall not be payable with respect to periodic clearing of the Permanent Easement by Grantee. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue, including, but not limited to, any and all damage to the surface, improvements, real or personal property, wildlife or fauna, arising from the emission or release of sour gas, which damages shall be paid at fair market value.

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee shall have the right to maintain and use existing gates in all fences which now cross or shall cross the Permanent Easement or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock, in addition to Grantor's lock, if Grantee so chooses. Except during an emergency, Grantee shall provide 48-hour notice of all scheduled maintenance of the Easement. Grantee shall notify Grantor as soon as reasonably practicable of any emergency and the time of access to Easement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right, without the payment of any damages to Grantor, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Permanent Easement or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipelines, associated equipment and appurtenances thereto.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipelines. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipeline or in the event of removal of the Pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. All of the backfill material will be compacted to restore the land, as much as practical, to its original condition. Unless, instructed otherwise by Grantor, Grantee will remove all excess sub-soil from Grantor's lands.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. The rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to all the terms of any financing agreements.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR

DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN ARISING FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OR ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

16. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee designate the following persons, addresses, telephone and facsimile numbers for all notices and information to be delivered hereunder:

GRANTOR

Goosecreek Consolidated Independent School District

Attn: _____

P. O. Box 30

Baytown, TX 77522-0030

Telephone No.: (____) ____-_____

GRANTEE

Enterprise Texas Pipeline LLC

Attn: Land Department

P.O. Box 4324

Houston, Texas 77210-4324

Telephone No.: (713) 381-6500

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this ____ day of _____ 2012.

GRANTOR(S):

**Goosecreek Consolidated
Independent School District**

P. O. Box 30

Baytown, TX 77522-0030

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2012.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

Please Return to:
Becky Sisson
Mustang Engineering, LP
4400 TX 225
Suite 100
Deer Park, TX 77536

November 1, 2011

Eagle Ford Baytown to Mont Belvieu
Alvin to Mont Belvieu East Storage
Tract #: TX-HR-0301.00000
Harris County, Texas

EXHIBIT "A"

**CENTERLINE DESCRIPTION FOR A
PROPOSED 50' WIDE PERMANENT R/W & EASEMENT
ACROSS GOOSE CREEK CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

Centerline description for a proposed 50' wide permanent right-of-way and easement, extending over, through, along and across a called 16.655 acre tract of land, recorded in Document No. M735423, Film Code No. 182-79-0498, Official Public Records of Real Property of Harris County, Texas, a called 19 acre tract of land, recorded in Document No. 122173, Volume 3662, Page 623, Deed Records of Harris County, Texas and a called 1.0 acre tract of land, recorded in Document No. C598938, Film Code No. 083-32-1115, Volume 6973, Page 153, Deed Records of Harris County, Texas, said tracts being situated in the H. Whiting Survey, Abstract 840, Harris County, Texas, said centerline being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone (NAD 83 in feet).

BEGINNING at a point in the Southwest property line of said 16.655 acre tract of land, same being the East right-of-way line of Decker Drive (also known as Spur 330), said "**POINT OF BEGINNING**" being South 44°56'03" East, a distance of 63.3 feet from a 5/8" iron rod found at the West corner of said 16.655 acre tract of land, said "**POINT OF BEGINNING**" having coordinates N=13,848,349.93, E=3,234,105.10;

THENCE, North 55°08'37" East, along a line 11.5 feet South of and parallel to an existing Enterprise 20" pipeline, a distance of 1,096.5 feet to a point;

THENCE, North 71°30'38" East, along a line 11.5 feet South of and parallel to an existing Enterprise 20" pipeline, a distance of 800.6 feet to a point;

THENCE, North 71°39'51" East, a distance of 765.0 feet to the **POINT OF EXIT** in the North property line of said 19 acre tract of land, same being the South right-of-way line of West Baker Road, said "**POINT OF EXIT**" being North 86°37'29" East, a distance of 1,478.7 feet from a 5/8" iron rod found in the most Northerly Northwest corner of said 19 acre tract of land, said "**POINT OF EXIT**" having coordinates N=13,849,471.17, E=3,236,490.36.

Plat attached.

Permanent Easement:
Total Square Feet: 126,307
Total Acres: 2.8996
Total Feet: 2,662.16
Total Rods: 161.34

Temporary Work Space:
Total Square Feet: 102,130
Total Acres: 2.3446



Fred P. Langham 11/01/11
Fred P. Langham R.P.L.S. No. 4215

3496\3496260_

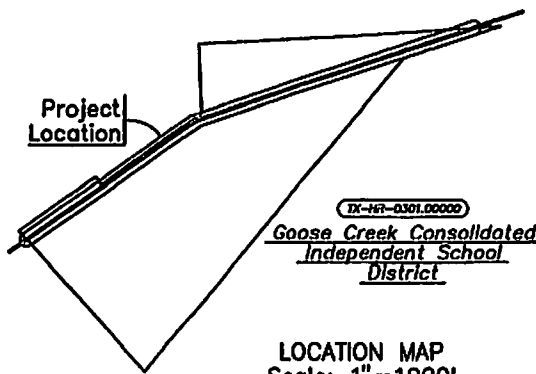
HARRIS COUNTY, TEXAS

H. WHITING SURVEY, A-840

TX-HR-0301.00010
West Baker Road, R/W

POINT OF EXIT
N=13,849,471.17
E=3,236,490.36

Project Location

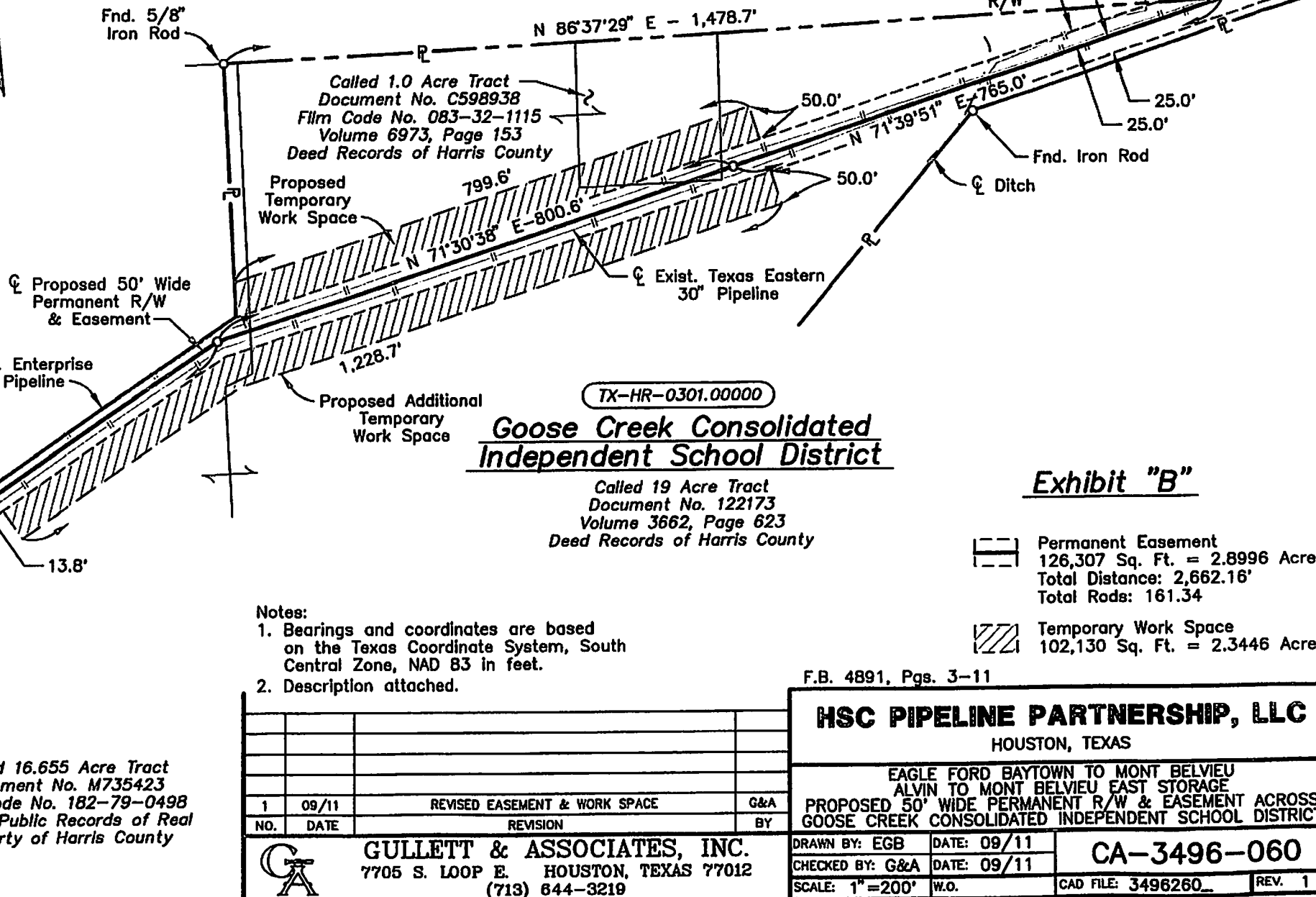


LOCATION MAP
Scale: 1"=1000'

I, Fred P. Langham, Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During January, 2011.



Fred P. Langham
Registered Professional Land Surveyor No. 4215



TX-HR-0301.00000
Goose Creek Consolidated Independent School District

Called 19 Acre Tract
Document No. 122173
Volume 3662, Page 623
Deed Records of Harris County

Exhibit "B"

- Permanent Easement
126,307 Sq. Ft. = 2.8996 Acres
Total Distance: 2,662.16'
Total Rods: 161.34
- Temporary Work Space
102,130 Sq. Ft. = 2.3446 Acres

Notes:

1. Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 in feet.
2. Description attached.

F.B. 4891, Pgs. 3-11

HSC PIPELINE PARTNERSHIP, LLC
HOUSTON, TEXAS

EAGLE FORD BAYTOWN TO MONT BELVUE
ALVIN TO MONT BELVUE EAST STORAGE
PROPOSED 50' WIDE PERMANENT R/W & EASEMENT ACROSS
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

DRAWN BY: EGB	DATE: 09/11	CA-3496-060
CHECKED BY: G&A	DATE: 09/11	
SCALE: 1"=200'	W.O.	CAD FILE: 3496260_
		REV. 1

GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 644-3219

Called 16.655 Acre Tract
Document No. M735423
Film Code No. 182-79-0498
Official Public Records of Real
Property of Harris County

P.O.B.
N=13,848,349.93
E=3,234,105.10

TX-HR-0300.00010
Decker Drive (Spur 330), R/W

File Date: 11/01/11 09:30 EGB 3496260_1"-200'

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF PERMANENT PIPELINE EASEMENT AGREEMENT WITH HSC PIPELINE PARTNERSHIP, LLC – STALLWORTH STADIUM

RECOMMENDED ACTION: Administration recommends approval of the Permanent Easement Agreement with HSC Pipeline Partnership, LLC for a pipeline easement across district property.

RATIONALE: By approving this permanent pipeline easement across our property, it cuts across the southeast corner of our Stallworth Stadium property (86.3 ft.), HSC Pipeline Partnership, LLC is offering the District \$4,439.51.

BUDGET PROVISIONS: None

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Côté
Mr. Rick Peebles



HSC Pipeline Partnership, LLC

P.O. Box 4324

Houston, Texas 77210-4324

713.381.6500

www.eplp.com

October 4, 2011

**VIA
CERTIFIED MAIL-Return Receipt Requested 70100290000261045328
REGULAR MAIL**

**Goose Creek ISD
P. O. Box 30
Baytown, TX 77522-0030**

**RE: Offer to Acquire Easements
Tract #: HA-042, Harris County, TX
Project Name: Baytown to Mont Belvieu**

Dear Landowner:

As you know, HSC Pipeline Partnership, LLC ("HSC") is in the process of locating and constructing two (2) pipelines along with appurtenant facilities (collectively the "Easement"), which will be routed across a portion of your property. The Pipelines will be an integral part of HSC's pipeline system. As a result, HSC has determined that it is in the public interest to acquire certain easements, which are more particularly described in the Permanent Easement Agreement attached hereto (the "Permanent Easement").

HSC, in a good faith effort to reach an agreement, is making this initial offer to you in the amount of **Four Thousand Four Hundred Thirty Nine Dollars and 51/100 (\$4,439.51)** as full monetary compensation for the necessary easements it is seeking including any and all damages, if any, resulting to your property as a result of the easements. If you are agreeable, please sign and acknowledge three (3) original Easement Agreements, retain one (1) original for your records and return two (2) originals to me, in the enclosed self-addressed and stamped envelope at HSC, c/o Mustang Engineering, LP, 4400 Hwy. 225, Suite 100, RM D1186SW, Deer Park, TX 77536. Upon receipt, I will contact you to make arrangements for payment. I will need a completed and signed form W9, which I will provide, before I will be able to process payment. Of course, if you would prefer to meet, let me know and we can make arrangements for a meeting at a mutually convenient date and time.

Please be advised that you have the right to discuss this offer and any agreement regarding the acquisition of the easements sought with others, or at your option to keep the offer and, or any agreement confidential, unless the offer or agreement is subject to Chapter 552 of the Texas Government Code relating to Public Information.



HSC Pipeline Partnership, LLC

P.O. Box 4324

Houston, Texas 77210-4324

713.381.6500

www.epplp.com

Also enclosed is a copy of the Landowner's Bill of Rights which contains additional information concerning eminent domain proceedings and which was prepared by the Office of the Attorney General of the State of Texas.

I will be contacting you in the next few days to follow up and look forward to speaking with you. If you have any questions in the meantime or would like to discuss this matter further, please call me at your earliest convenience at my office at (713) 350-7469 or my cellular at (318) 805-3841.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Rebecca Sisson'.

Rebecca Sisson

Contract Right Of Way Agent,

Representing HSC Pipeline Partnership, LLC

cc: HSC Outside Counsel
M. Trey Flournoy, Esq.
File: HA-042

K. Webster
D. Roberts
D. Mangum

Enclosed Items:

Easement Document (3 Originals)
LOBOR (Landowner's Bill Of Rights)
W-9 Form

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

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____ 2012, is between **Goose Creek Consolidated Independent School District**, (hereinafter referred to as "Grantor", whether one or more), and HSC Pipeline Partnership, LLC, a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, at any time, operate, repair, replace, abandon in place, and maintain two (2) pipelines, each not to exceed thirty-six inches (36") in nominal pipe diameter and all appurtenant facilities required or desired by Grantee for use of said pipelines (collectively the "Pipelines") in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace easements (and additional temporary workspace easements, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipelines and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easements") (the "Permanent Easement" and "Temporary Construction Easements" collectively the "Easements"). The term of the Construction Easements shall be for a period to extend twelve (12) months from the date of construction commencement on each of the two Pipelines (i.e., Grantee shall be entitled to use the Temporary Construction Easements for the twelve month period following the commencement of construction on each of the two pipelines, and this time period may or may not overlap). However, if Grantee has completed its use of the Temporary Construction Easements prior to the expiration of the twelve month periods following commencement of construction operations on each of the two Pipelines, then the Temporary Construction Easements shall immediately terminate at that time. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easements while same in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipelines within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipelines for the transportation of oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, or other mineral solutions, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines, over, across, under and upon the Permanent Easement. Grantee shall cause no above-ground appurtenances to be constructed on this Permanent Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads and pipeline markers which, when possible, will be placed at fence lines or other right-of-way crossings on the above described land. Grantor and Grantee also agree and that no sour gas or sulphuric gas, natural gas that contains more than 4 parts per million by volume, shall be transported within the Pipeline, except during temporary operational or mechanical failures, at which time, the natural gas shall contain no more than 16 parts per million by volume, which said operational and mechanical failures shall be remedied as soon as reasonably practicable.
2. Grantee shall bury the Pipelines to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
4. Grantee shall have the right to select the exact locations of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.
5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary (including payment for both Pipelines), any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the construction of the Pipelines and related facilities. The consideration does not cover any damages, which may accrue to Grantor's other lands, the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines or any other damages incurred from time to time as hereinafter more specifically set forth; provided that damages shall not be payable with respect to periodic clearing of the Permanent Easement by Grantee. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue, including, but not limited to, any and all damage to the surface, improvements, real or personal property, wildlife or fauna, arising from the emission or release of sour gas, which damages shall be paid at fair market value.

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee shall have the right to maintain and use existing gates in all fences which now cross or shall cross the Permanent Easement or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock, in addition to Grantor's lock, if Grantee so chooses. Except during an emergency, Grantee shall provide 48-hour notice of all scheduled maintenance of the Easement. Grantee shall notify Grantor as soon as reasonably practicable of any emergency and the time of access to Easement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right, without the payment of any damages to Grantor, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Permanent Easement or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipelines, associated equipment and appurtenances thereto.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipelines. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipeline or in the event of removal of the Pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. All of the backfill material will be compacted to restore the land, as much as practical, to its original condition. Unless, instructed otherwise by Grantor, Grantee will remove all excess sub-soil from Grantor's lands.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. The rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to all the terms of any financing agreements.

14. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

15. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR

DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN ARISING FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OR ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

16. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee designate the following persons, addresses, telephone and facsimile numbers for all notices and information to be delivered hereunder:

GRANTOR

Goosecreek Consolidated Independent School District

Attn: _____

P. O. Box 30

Baytown, TX 77522-0030

Telephone No.: (____) ____-_____

GRANTEE

Enterprise Texas Pipeline LLC

Attn: Land Department

P.O. Box 4324

Houston, Texas 77210-4324

Telephone No.: (713) 381-6500

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this ____ day of _____ 2012.

GRANTOR(S):

**Goosecreek Consolidated
Independent School District**

P. O. Box 30

Baytown, TX 77522-0030

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2012.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

Please Return to:
Becky Sisson
Mustang Engineering, LP
4400 TX 225
Suite 100
Deer Park, TX 77536

November 30, 2011

Eagle Ford Baytown to Mont Belvieu
Alvin to Mont Belvieu East Storage
Tract #: TX-HR-0325.00000
Harris County, Texas

EXHIBIT "A"

**CENTERLINE DESCRIPTION FOR
PROPOSED 50' WIDE PERMANENT RW & EASEMENT
ACROSS GOOSE CREEK CISD**

Centerline description for a proposed 50' wide permanent right-of-way and easement, extending over, through, along and across a called 40.5911 acre tract of land, as recorded in Document No. C573505, Film Code No. 080-39-1272, Volume 6920, Page 336, Deed Records of Harris County, Texas, said tract being situated in the B. Barrow Survey, Abstract 123, Harris County, Texas, said centerline being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone (NAD 83 in feet).

BEGINNING at a point in the South property line of said 40.5911 acre tract of land, said "POINT OF BEGINNING" being South 77°19'03" West, a distance of 78.8 feet from a 5/8" iron rod found at the Southeast corner of said 40.5911 acre tract of land, said "POINT OF BEGINNING" having coordinates N=13,857,631.88, E=3,256,956.86;

THENCE, along a line 12.4 feet Southeast of and parallel to an existing LDH 12" pipeline, North 69°57'02" East, a distance of 66.2 feet to a point;

THENCE, along a line 12.4 feet Southeast of and parallel to an existing LDH 12" pipeline, North 73°09'03" East, a distance of 20.1 feet to the **POINT OF EXIT** in the East property line of said 40.5911 acre tract of land, same being the West right-of-way line of Sjolander Drive, said "POINT OF EXIT" being North 22°05'02" East, a distance of 12.1 feet from a 5/8" iron rod found at the Southeast corner of said 40.5911 acre tract of land, said "POINT OF EXIT" having coordinates N=13,857,660.40, E=3,257,038.24.

Permanent Easement:

Total Square Feet: 4,819
Total Acres: 0.1106
Total Feet: 86.3'
Total Rods: 5.23

Temporary Work Space:

Total Square Feet: 19,617
Total Acres: 0.4504

Plat attached.

Fred P. Langham 12/1/11
Fred P. Langham R.P.L.S. No. 4215



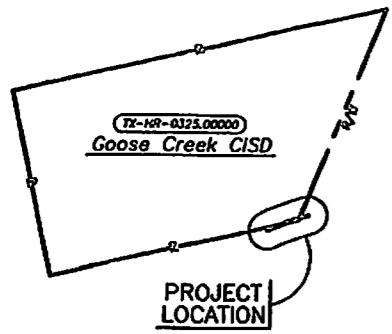
349613496220B

HARRIS COUNTY, TEXAS

BENJAMIN BARROW SURVEY, A-123

TX-HR-0325.00000
Goose Creek CISD

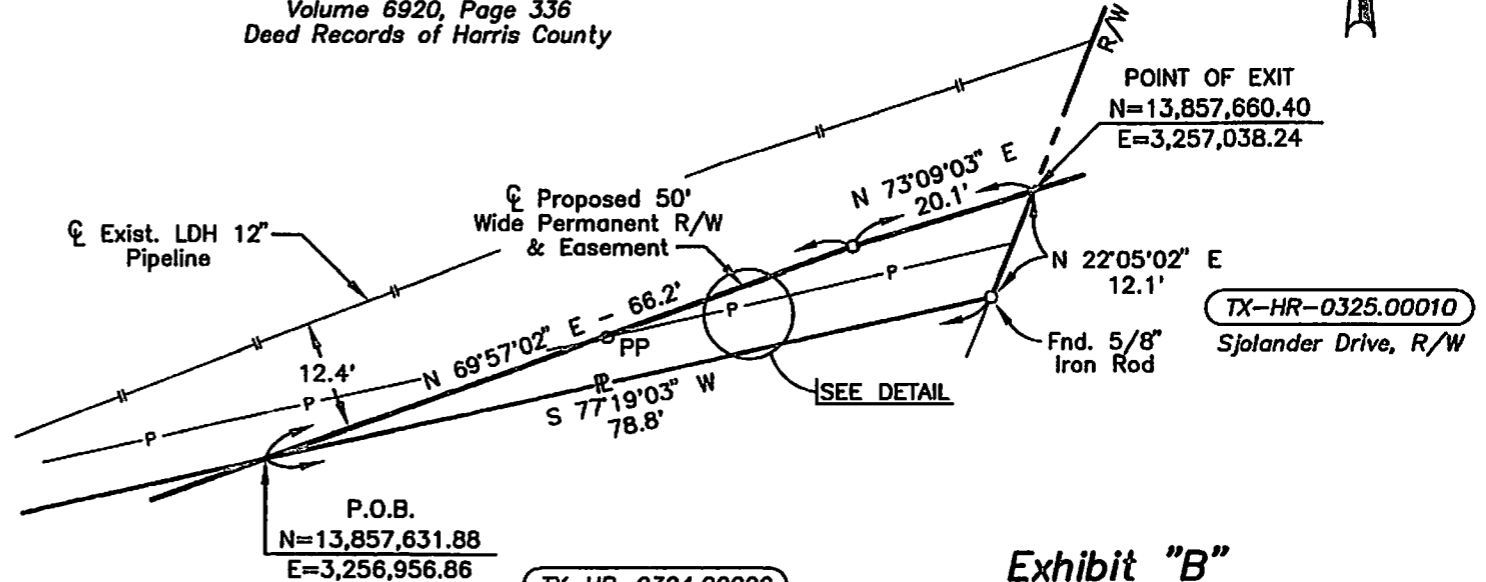
Parcel No. 1
Called 40.5911 Acre Tract
Document No. C573505
Film Code No. 080-39-1272
Volume 6920, Page 336
Deed Records of Harris County



LOCATION MAP
Scale: 1" = 1,000'



DETAIL
Scale: 1" = 50'



TX-HR-0324.00000
Vertis E. Smith & Elizabeth Gall Smith
(Trustees)

Exhibit "B"

- Permanent Easement
4,819 Sq. Ft. = 0.1106 Acres
Total Distance: 86.3'
Total Rods: 5.23
- Temporary Work Space
19,617 Sq. Ft. = 0.4504 Acres

F.B. 4891, Pgs. 64-66

I, Fred P. Langham, Do Hereby Certify That
This Plat Reflects a Survey Made On the Ground
Under my Supervision During January & February, 2011.



Fred P. Langham
Registered Professional Land Surveyor No. 4215

- Notes:**
- Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 in feet.
 - Description attached.

NO.	DATE	REVISION	BY
2	11/11	GENERAL REVISIONS	G&A
1	09/11	REVISED EASEMENT & WORK SPACE	G&A



GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 644-3219

HSC PIPELINE PARTNERSHIP, LLC
HOUSTON, TEXAS

EAGLE FORD BAYTOWN TO MONT BELVIEU
ALVIN TO MONT BELVIEU EAST STORAGE
PROPOSED 50' WIDE PERMANENT R/W & EASEMENT
ACROSS GOOSE CREEK CISD

DRAWN BY: ARC DATE: 04/11
CHECKED BY: G&A DATE: 04/11
SCALE: 1"=20' W.O.

CA-3496-020

CAD FILE: 3496220B REV. 2

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF PERMANENT PIPELINE EASEMENT AGREEMENT WITH LONE STAR NGL

RECOMMENDED ACTION: Administration recommends approval of a Permanent Easement Agreement with Lone Star NGL for an easement across district property.

RATIONALE: By approving this permanent pipeline easement across the front of the old Pumphrey Elementary site (2,452 ft.), Lone Star NGL is offering the District \$79,964.00.

BUDGET PROVISIONS: None

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Côté
Mr. Rick Peebles

Lone Star NGL Mont Belvieu LP

Landowner Calculation Sheet

TRACT #: HA - 067C0

LANDOWNER NAME: Goose Creek Consolidated LSA

SHORT LEGAL DESCRIPTION: Harvey Whiting Survey
Abstract 840 - Harris County

	Length	Width	Rods	Price/Rod	Easement Total
Permanent Easement	<i>new</i> 244.99	30	14.85	\$ 600	8,910.00
Inclusive of Temporary Workspace and Misc. Damages	<i>Adm</i> 2,207.63		133.80	300	40,140.00
	0	0	0.00	\$0.00	\$0.00
	<i>TWS of 3.09 acres</i>			1	30,914.00
Total Consideration For Permanent Easement Inclusive of Temporary Workspace and Misc. Damages					\$0.00 \$79,964.00

LANDOWNER SIGNATURE: _____

AGENT SIGNATURE: Nancy Koun - offer of 2/8/12

NOTES: for existing 133.80 rods of easement
with an additional 14.85 rods
plus TWS of 3.09 Acres
\$79,964.00

nancycaolynkoun@yahoo.com

214-675-5708

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

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____ 2012, is between **Goose Creek Consolidated Independent School District**, (hereinafter referred to as "Grantor", whether one or more), and **Lone Star NGL Mont Belvieu LP**, a Delaware limited partnership with offices at 711 Louisiana Street, Suite 900, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of **TEN AND NO/100 Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL and CONVEY** unto Grantee, its successors and assigns, a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, at any time, operate, repair, replace, abandon in place, and maintain two (2) pipelines, each not to exceed thirty-six inches (36") in nominal pipe diameter and all appurtenant facilities required or desired by Grantee for use of said pipelines (collectively the "Pipelines") in, over, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby **GRANT, BARGAIN, SELL and CONVEY** unto Grantee temporary workspace easements (and additional temporary workspace easements, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipelines and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easements") (the "Permanent Easement" and "Temporary Construction Easements" collectively the "Easements"). The term of the Construction Easements shall be for a period to extend twelve (12) months from the date of construction commencement on each of the two Pipelines (i.e., Grantee shall be entitled to use the Temporary Construction Easements for the twelve month period following the commencement of construction on each of the two pipelines, and this time period may or may not overlap). However, if Grantee has completed its use of the Temporary Construction Easements prior to the expiration of the twelve month periods following commencement of construction operations on each of the two Pipelines and so states in writing, then the Temporary Construction Easements shall immediately terminate at that time. All rights, duties and/or obligations arising by or under this Agreement shall apply to both the Permanent Easement and the Temporary Construction Easements, though said rights, etc. shall apply to the Temporary Construction Easement only during the twelve (12) months period aforesaid or while same is otherwise in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipelines within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipelines for the transportation of oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, or other mineral solutions, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines, over, across, under and upon the Permanent Easement. Grantee shall cause no above-ground appurtenances to be constructed on this Permanent Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads and pipeline markers which, when possible, will be placed at fence lines or other right-of-way crossings on the above described land. Grantor and Grantee also agree no sour gas or sulphuric gas, natural gas that contains more than 4 parts per million by volume, shall be transported within the Pipeline, except during temporary operational or mechanical failures, at which time, the natural gas shall contain no more than 16 parts per million by volume, which said operational and mechanical failures shall be remedied as soon as reasonably practicable.
2. Grantee shall bury the Pipelines to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
4. Grantee shall have the right to select the exact locations of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.
5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary (including payment for both Pipelines), conveyed by Grantor, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the construction of the Pipelines and related facilities. The consideration does not cover any damages, which may accrue to Grantor's other lands, the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines or any other damages incurred from time to time as hereinafter more specifically set forth; provided that damages shall not be payable with respect to periodic clearing of the Permanent Easement by Grantee. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. However, Grantee will reimburse Grantor (or if leased to Grantor's tenant) for any livestock that may be destroyed due to Grantee's construction activities during the period of the original construction of the pipeline.

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of the project construction, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee shall have the right to maintain and use existing gates in all fences which now cross or shall cross the Permanent Easement or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock, in addition to Grantor's lock, if Grantee so chooses. Except during an emergency, Grantee shall provide forty-eight (48) hour notice of all scheduled maintenance of the Easement. Grantee shall notify Grantor as soon as reasonably practicable of any emergency and the time of access to the Easement.

7. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacing's, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. Grantee has the right, without the payment of any damages to Grantor, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Permanent Easement or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Grantee agrees to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipelines, associated equipment and appurtenances thereto.

12. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash occasioned by its activities during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipelines. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipeline or in the event of removal of the Pipeline herein, the topsoil will be removed and stored separately from the subsoil. As the pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. All of the backfill material will be compacted to restore the land, as much as practical, to its original condition. Unless, instructed otherwise by Grantor, Grantee will remove all excess sub-soil from Grantor's lands.

13. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

14. The rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement, without the consent of Grantor, to any (i) of its parents, subsidiaries or affiliated interests; (ii) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (iii) entity to whom Grantee has assigned all or substantially all of its assets or (iv) to any bank, financing institution or other lender, or groups thereof, pursuant to all the terms of any financing agreements.

15. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

16. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE NEGLIGENT ACTS AND/OR OMISSIONS OF GRANTEE.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSS, LIABILITY, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN ARISING FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S NEGLIGENT ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OR ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED PROVIDED THAT SUCH AGENCY IS IN THE PRACTICE OF PROVIDING SUCH CERTIFICATES AND/OR LETTERS. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

17. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee designate the following persons, addresses, telephone and facsimile numbers for all notices and information to be delivered hereunder:

GRANTOR

Goosecreek Consolidated Independent School District

Attn: _____

P. O. Box 30

Baytown, TX 77522-0030

Telephone No.: (____) _____-_____

GRANTEE

Lone Star NGL Mont Belvieu LP

Attn: Land Department

711 Louisiana Street, Suite 900

Houston, Texas 77002

Telephone No.: (281) 714-2146

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this ____ day of _____ 2012.

GRANTOR(S):

**Goosecreek Consolidated
Independent School District**
P. O. Box 30
Baytown, TX 77522-0030

By: _____

Its: _____

GRANTEE:

LONE STAR NGL MONT BELVIEU LP
By: Lone Star GL Mont Belvieu GP LLC,
Its General Partner

By: _____

Robert Rose, VP of Land & Right of Way

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of February 2012.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Rose, VP of Land and Right of
Way, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of February 2012.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

Please Return to:
Lone Star NGL Mont Belvieu LP
Attn: Land Department
711 Louisiana Street, Suite 900
Houston, Texas 77002

February 7, 2012

STATE OF TEXAS

COUNTY OF HARRIS

EXHIBIT "A"

TRACT NO. TX-HA-067CO

CENTERLINE DESCRIPTION FOR A PROPOSED LONE STAR NGL
MONT BELVIEU LP 20" P-300 PIPELINE AND CENTERLINE DESCRIPTION FOR A
PROPOSED 30' WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT
ACROSS GOOSE CREEK CISD

Centerline description for a proposed Lone Star NGL Mont Belvieu LP 20" P-300 pipeline and a proposed 30' wide permanent right-of-way & easement, extending over, through, along and across the residue of a called 19 acre tract and a called 16.655 acre tract also known as Town West Shopping Center Phase Two a plat of which is recorded in Volume 311 Page 57 of the Harris County Map Records, both tracts being conveyed by deeds to Goose Creek CISD recorded under Volume 3662 Page 623 of Harris County Deed Records and Clerk's File No. M735423, Harris County Map Records respectively, situated in the Harvey Whiting Survey, Abstract 840, Harris County, Texas, said baseline being more fully described as follows:

Bearings and Coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (in feet).

BEGINNING at a point in the Northerly property line of said 19 acre tract of land, said "POINT OF BEGINNING" being located South 86°18'41" West a distance of 50.66 feet from a found iron rod at a point of curvature on the South right-of-way line of Baker Road having a right of way width that varies, said "POINT OF BEGINNING" having coordinates of N=13,849,453.09, E=3,236,349.67;

THENCE, South 05°12'12" East, a distance of 35.75 feet to a point;

THENCE, South 71°30'49" West, at 255.33 feet pass the Southeast right-of-way line of the existing Lone Star NGL Mont Belvieu LP 6" pipeline, and continuing a distance of 255.33 feet to a point;

THENCE, South 39°49'13" West, a distance of 2161.03 feet to the **POINT OF EXIT** in the Southwesterly property line of said 16.655 acre tract of land being the Northeast right-of-way line of State Highway 330, said "POINT OF EXIT" being South 42°49'26" East, a distance of 1004.79 feet from a found iron rod in the North Easterly line of said 16.655 acre tract, said "POINT OF EXIT" having coordinates of N=13,847,676.73, E=3,234,726.87.

Total Feet of New Right-of-Way: 244.99'
Total Rods of New Right-of-Way: 14.85
Total Feet of Existing Right-of-Way: 2,207.63'
Total Rods of Existing Right-of-Way: 133.80

Plat attached.

S. W. Freudensprung 2/7/2012
S. W. Freudensprung R.P.L.S. No. 5260



HARRIS COUNTY, TEXAS

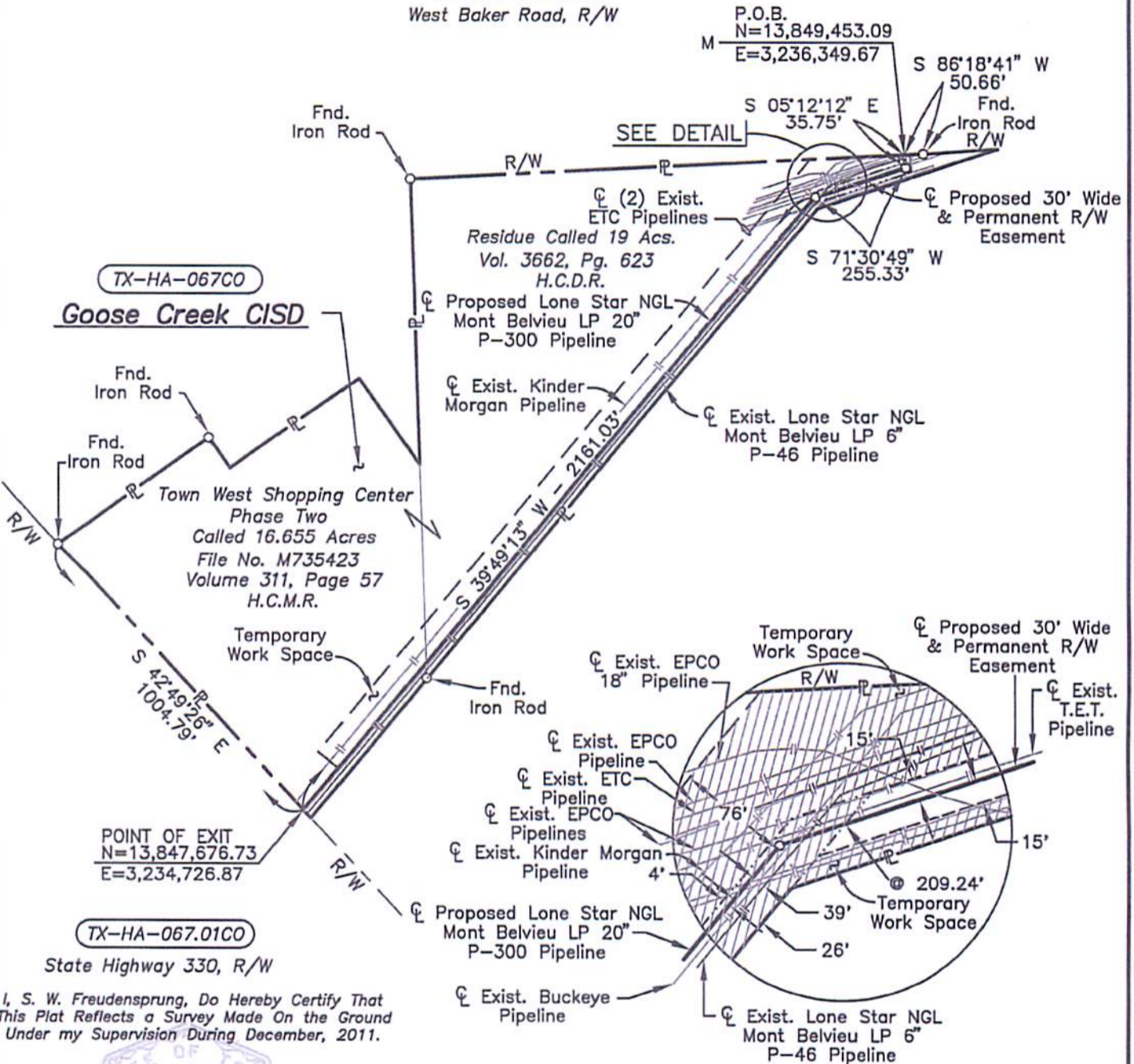
HARVEY WHITING SURVEY, A-840



TX-HA-066.01CO

West Baker Road, R/W

P.O.B.
N=13,849,453.09
E=3,236,349.67



TX-HA-067CO

Goose Creek CISD

TX-HA-067.01CO

State Highway 330, R/W

I, S. W. Freudensprung, Do Hereby Certify That This Plat Reflects a Survey Made On the Ground Under my Supervision During December, 2011.



S.W. Freudensprung 2/7/2012

S. W. Freudensprung
Registered Professional Land Surveyor No. 5260

- Notes:
- 1) All Bearings And Coordinates Are Based On The "Texas Coordinate System", South Central Zone, NAD 83 (US Feet).
 - 2) Description Attached.

DETAIL
Temporary Work Space & Permanent Easement Configuration
Scale: 1" = 100'

Total Feet of New Right-of-Way: 244.99'
Total Rods of New Right-of-Way: 14.85
Total Feet in Existing Right-of-Way: 2,207.63'
Total Rods in Existing Right-of-Way: 133.80
Permanent Easement:
7,350 Sq. Ft. = 0.1687 Acres
Temporary Work Space:
235,892 Sq. Ft. = 5.4153 Acres

EXHIBIT "B"

GULLETT & ASSOCIATES, INC.
7705 S. LOOP E. HOUSTON, TEXAS 77012
(713) 844-3219

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE	CONST. YR.	LONE STAR NGL MONT BELVIEU LP HOUSTON, TEXAS	PROJECT NO.
FILENUMBER	CADD FILENAME	1"=400'	DATE		
REV. NO. - DESCRIPTION	BY	DATE	APP.	PROPOSED 30' WIDE PERMANENT R/W & EASEMENT ACROSS GOOSE CREEK CISD HARRIS COUNTY, TEXAS	PREVIOUS DWG. NO.
					SHT. OF
					DWG. NO.
					CA-3860-2061
 Lone Star NGL				SHT. OF	 0

File Date: 1/24/12 2:00 LEO 38602061_1=400' Stakeholder's Initials :

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF INCREASING THE PRICE OF THE ADULT BREAKFAST MEAL FOR THE GOOSE CREEK CISD CHILD NUTRITION PROGRAM FOR 2011-2012 AND SUBSEQUENT SCHOOL YEARS

RECOMMENDED ACTION: Approve increasing the adult breakfast meal price from \$1.00 to \$1.05 for 2011-2012 and subsequent school years.

RATIONALE: To meet the requirements of the Federal Child Nutrition Program. Our recent Coordinated Review Effort (CRE) of our Child Nutrition Program indicated that the price charged for an adult breakfast meal is not sufficient to cover the cost charged (we were 2¢ too low); therefore, we must increase the price to cover the costs.

BUDGET PROVISIONS/ACTION REQUIRED: None

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Côté
Ms. Natalie Edwards



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**Natalie Edwards
School Nutrition Services Department**

February 15, 2012

TO: PETE COTE

FROM: NATALIE EDWARDS

SUBJECT: INCREASE IN ADULT BREAKFAST MEAL

From January 31 – February 2, 2012 a Coordinated Review Effort (CRE) Audit was conducted by the Texas Department of Agriculture (TDA). A CRE is a standardized review process developed by the United States Department of Agriculture (USDA) that includes a comprehensive onsite evaluation of all school food authorities participating in the National School Lunch and the National School Breakfast Programs.

One of the findings highlighted during the CRE is that the adult breakfast price of \$1.00 is not sufficient to cover the cost of preparing the meal. We should at minimum charge adults \$1.02. The benefits of the National School Lunch and School Breakfast Programs are for children only. The reimbursement and commodities received by schools are based on the number of lunches and breakfasts served to students. No reimbursement or commodities are provided for meals served to adults. In no case should the funds available to pay the cost of student meals be used to supplement the cost of adult meals.

The GCCISD School Nutrition Services department is requesting a change in the adult breakfast price from \$1.00 to \$1.05 to meet the requirements established by the Texas Department of Agriculture (TDA).

The finding from the CRE is as follows:

Finding Description - The breakfast adult meal price is not sufficient to cover the cost of the meal.

Required Corrective Action: Please submit documentation to demonstrate that the adult breakfast meal price has been raised to cover the cost of the meal (Board Agenda, meeting notes, etc.). Be sure to include the new price and the date implemented. Refer to ARM, section 15.3.

Please describe the processes that will be put into place to prevent this finding from reoccurring in the future.

BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #110309-3 FOR UNIFORM RENTAL SERVICES

RECOMMENDED ACTION: To approve the renewal of the contract with Aramark Uniform Services for uniform rental services.

RATIONALE: To maintain established pricing for those services necessary to provide district personnel in Maintenance, Operations, Transportation and Security Departments with clean, identifiable uniforms to wear during the performance of their duties.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Mr. David Fluker
Ms. Kristi Helton
Mr. Herbert Minyard

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

**SUBJECT: CONSIDERATION OF SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)
#081111-6 FOR MAINTENANCE & BUILDING SUPPLIES AND MATERIALS**

RECOMMENDED ACTION: Approve to add the vendors listed on Attachment "A" to the approved vendor listing for Maintenance & Building Supplies and Materials.

RATIONALE: To establish pricing and provide additional sources for Maintenance, Operations and other district facilities to obtain necessary supplies and services.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Ms. Kristi Helton
Mr. Ron Loveless
Mr. Herb Minyard

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DIRECTOR OF PURCHASING
BAYTOWN, TEXAS 77521

ATTACHMENT "A"

Baytown C&M Equipment Company

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

**SUBJECT: CONSIDERATION OF SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)
#081111-5 FOR SPIRIT WEAR FOR VARIOUS DEPARTMENTS**

RECOMMENDED ACTION: Approve to add the vendors listed in Attachment "A" to the approved vendor listing for Spirit Wear for Various Departments.

RATIONALE: To establish pricing and provide additional sources for district facilities to obtain necessary supplies and services.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Ms. Kristi Helton

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DIRECTOR OF PURCHASING
BAYTOWN, TEXAS 77521

ATTACHMENT "A"

Custom Sportswear, Inc.
Gandy Ink
Reynolds Uniforms
Team Go Figure

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

**SUBJECT: CONSIDERATION OF SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)
#081111-4 FOR GENERAL WALK-IN TRADE FOR FOOD, SUPPLIES AND/OR
SERVICES**

RECOMMENDED ACTION: Approve to add the vendors listed in Attachment "A" to the approved vendor listing for General Walk-in Trade for Food, Supplies and/or Services.

RATIONALE: To establish pricing and provide additional sources for district facilities to obtain necessary supplies and services.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Ms. Kristi Helton

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DIRECTOR OF PURCHASING
BAYTOWN, TEXAS 77521

ATTACHMENT "A"

Ben E. Keith Foods
Carlo's Paint & Body Shop
Hot'z Power Wash, Inc.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF BUDGET AMENDMENT

RECOMMENDED ACTION: Approve Amendment No. 7 as stated in Section 23.47 of the Texas Education Code and reflect the amendment in the official minutes of the Board of Trustees.

RATIONALE: Detailed information and account numbers are reflected in the following pages.

BUDGET PROVISIONS / ACTION REQUIRED: Amend the 2011-2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
 Estimated Total General Fund Balance
 As of February 27, 2012**

Audited General Fund Balance as of August 31, 2011 (net of inventory and prepaid items)	\$77,426,345
General Fund Balance Designations at August 31, 2011:	
Disaster Recovery	(\$5,500,000)
Construction	<u>(\$5,000,000)</u>
General Fund Balance Designations February 2012:	
District Technology Upgrades	(\$2,500,000)
Addition to Disaster Recovery	(\$3,000,000)
Addition to Construction	<u>(\$2,500,000)</u>
	<u>(\$18,500,000)</u>
Audited General Fund Balance less General Fund Designations	<u>58,926,345</u>
<u>Fund Balance Budget Amendments</u>	
09/26/11 #2 Complete Projects from Fiscal Year 2010-2011	(854,626)
10/24/2011 #4 Purchase Order Roll-forward	(607,136)
02/27/2012 #7 Renovations, Repairs and Demolition	(pending) (3,877,635)
Total Change in Fund Balance	<u>(\$5,339,397)</u>
Current Estimated General Fund Balance	<u><u>\$53,586,948</u></u>


BUDGET AMENDMENT

Amendment No. 7
 General Fund
 Fund No. 199
 Local Maintenance Fund

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-3600-00-000-2-99-000	Fund Balance	\$ -	\$ (3,877,635)	\$ (3,877,635)
199-51-6600-00-999-2-99-999	Capital Projects		3,877,635	3,877,635
	TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

This amendment to increase appropriations \$3,877,635 in the General Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records funds to be incurred for facilities renovations, repairs and demolition with the intention of a future reimbursement from bond funds. The district will use the \$1,360,000 from the Chambers County PSF which by the state constitution must be used for capital projects. The total project costs of \$5,237,635 less the Chambers County PSF of \$1,360,000 equals \$3,877,635.



 Signature

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF A RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED FOR FACILITIES RENOVATIONS, REPAIRS AND DEMOLITION FROM LOCAL FUNDS WITH THE INTENTION OF A FUTURE REIMBURSEMENT FROM BOND FUNDS

RECOMMENDED ACTION: Adopt a resolution expressing intent to finance expenditures to be incurred for facilities renovations, repairs and demolition from local funds with the intention of a future reimbursement from Bond funds.

RATIONALE: The Board of Trustees will have to approve this reimbursement resolution to allow for reimbursement of the costs. The maximum principal amount of tax-exempt bonds issued to reimburse the costs will not exceed \$3,795,595. The district will use the \$1,360,000 from the Chambers County PSF which by the state constitution must be used for capital projects. The total project costs of \$5,237,635 less the Chambers County PSF of \$1,360,000 less the ECHS portable building amount of \$82,040 equals \$3,795,595.

BUDGET PROVISIONS / ACTION REQUIRED: 2011-2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Mr. David Fluker

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, Goose Creek Consolidated Independent School District (the “District”), is an independent school district of the State of Texas, authorized to finance its activities by issuing obligations pursuant to Chapter 45, Texas Education Code, which may include qualified tax credit bonds or obligations the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Code”), or both; and

WHEREAS, the District will make payments with respect to the acquisition of the project listed on Exhibit A attached hereto (the “Project”), although no such payments have been made prior to the date hereof; and

WHEREAS, the District desires to reimburse itself for the costs associated with the Project listed on Exhibit A attached hereto from the proceeds of qualified tax credit bonds or tax-exempt obligations, or both, to be issued subsequent to the date hereof; and

WHEREAS, the District reasonably expects to issue qualified tax credit bonds or tax-exempt obligations, or both, to reimburse itself for the costs associated with the Project listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The District hereby declares its intent to reimburse itself for all costs that will be paid subsequent to the date hereof in connection with the acquisition of the Project listed on Exhibit A attached hereto from the proceeds of qualified tax credit bonds or tax-exempt obligations, or both, to be issued subsequent to the date hereof.

Section 2. The District reasonably expects that the maximum principal amount of qualified tax credit bonds or tax-exempt obligations, or both, issued to reimburse the District for costs associated with the Project listed on Exhibit A attached hereto will not exceed \$3,795,595.

ADOPTED THIS _____ DAY OF _____, 2012.

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

EXHIBIT A

DESCRIPTION OF SERVICES

<u>Item or Fund - - Described by Character, Type or Purpose</u>	<u>Amount – Described by Cost, Quantity or Size</u>
Rehabilitation, Equipment Renovations and other Repairs at the R.S. Sterling High School Campus, Highlands Junior High School and Stallworth Stadium	\$2,442,173
TEA, PAR, and ADA Upgrades, Equipment and Renovations	\$1,195,212
Demolition and Asbestos Abatement at St. Paul’s Church Property	\$ 158,210

**FUTURE BOARD AGENDA ITEMS,
BOARD TRAINING,
BOARD MEETINGS**

CLOSED MEETING

INSTRUCTIONS FOR BOARD PRESIDENT GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT Baytown, Texas

Recess into Closed Meeting

Board President: This Board will now recess into a Closed Session pursuant to the following sections of the Texas Open Meetings Act:

Texas Government Code Section:

- 551.071** Private consultation with the Board's attorney.
- 551.072** Discussing purchase, exchange, lease, or value of real property.
- 551.073** Discussing negotiated contracts for prospective gifts or donations.
- 551.074** Discussing personnel or to hear complaints against personnel.
- 551.075 To confer with employees of the school district to receive information or to ask questions.
- 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082 Considering the discipline of a public school child, or complaints or charges against personnel.
- 551.083 Considering the standards, guidelines, terms, or conditions the Board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.
- 551.084 Excluding witnesses from a hearing.

NO ACTION WILL BE TAKEN WHILE THE BOARD IS IN CLOSED MEETING.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve two (2) elections subject to assignment;
approve fourteen (14) resignations.

RATIONALE: Fill vacancies for the 2011-2012 school year; accommodate
employees' request to resign.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Office of the Superintendent
Baytown, Texas

February 27, 2012

ELECTIONS

1. **Amanda Aguilar**, teacher, assigned to Harlem Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Generalist EC-6
G. Interviewers	S. Moore-Fontenot, M. Warford

2. **Jorge Zarzosa**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Milton Academy, MA
B. Degrees Conferred	BA – Trinity College; ME – Lamar University
C. Hours in Teaching Areas	Social Studies – 36; ESL – 12
D. Grades	Good
E. Experience	6 years
F. Certification	Standard Social Studies, ESL 8-12 Standard Principal
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent

Baytown, Texas

February 27, 2012

RESIGNATIONS

1. **Deborah Alexander**, fifth-grade teacher at Austin Elementary School, is resigning effective June 6, 2012. Ms. Alexander plans to spend more time with her family.
2. **Christina Braeking**, kindergarten teacher at De Zavala Elementary School, is resigning effective June 6, 2012. Ms. Braeking is seeking employment with other districts.
3. **Kathryn Dunlop**, language arts teacher at Highlands Junior School, is retiring effective June 6, 2012. Ms. Dunlop has been with the district 19 years.
4. **Shanta Creeks**, campus instructional specialist at San Jacinto Elementary School, resigned effective February 17, 2012. Ms. Creeks accepted a district level curriculum position with Houston ISD.
5. **Roseanna Garrison**, dyslexia teacher at Horace Mann Junior School, is retiring effective June 6, 2012. Ms. Garrison has been with the district 21 years.
6. **Mary Grimes**, campus instructional specialist at Baytown Junior School, is retiring effective June 6, 2012. Ms. Grimes has been with the district 26 years.
7. **Tammy Hebert**, sixth-grade math teacher at Cedar Bayou Junior School, is resigning effective March 23, 2012. Ms. Hebert is resigning for personal reasons.
8. **Austin Lindsey**, history teacher at Baytown Junior School, is resigning effective February 29, 2012. Mr. Lindsey has accepted a position outside the teaching profession in the private sector.
9. **Callie McManus**, math teacher at Goose Creek Memorial High School, is resigning effective June 6, 2012. Ms. McManus is getting married and moving to Lufkin, Texas.
10. **Manasi Nehete**, assistant speech pathologist at Crockett Elementary School, is resigning effective February 29, 2012. Ms. Nehete is seeking employment with other districts.
11. **Jeanell Porter**, special education teacher at Travis Elementary School, is resigning effective June 6, 2012. Ms. Porter has accepted a position abroad in the United Arab Emirates.
12. **Rebecca Sanders**, fifth- grade GATE teacher at Travis Elementary School, is retiring effective June 6, 2012. Ms. Sanders has been with the district six years, but has 22 years outside the district.

13. **Kandyce Singletary**, first-grade teacher at Austin Elementary School, is retiring effective June 6, 2012. Ms. Singletary has been with the district 25 years.
14. **Sholanda Smith**, history teacher at Cedar Bayou Junior School is resigning effective June 6, 2012. Ms. Smith is seeking employment with other districts.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: CONSIDERATION OF ADMINISTRATOR TERM CONTRACTS

RECOMMENDED ACTION: Approve extension of administrative personnel and noncertified professionals as recommended by the Administration and as presented in the Board packet.

RATIONALE: Board approval is necessary for extension of educator term contracts governed by Chapter 21 of the Education Code.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Dr. Byron Terrier

/jr

February 27, 2012

TO: BOARD OF TRUSTEES
FROM: DR. BYRON P. TERRIER
SUBJECT: RECOMMENDATIONS FOR CONTRACT EXTENSIONS FOR DISTRICT ADMINISTRATORS

NAME	CONTRACT RECOMMENDATION
1. Troy Aduddell	Three Year Contract
2. Janci Alexander	One Year Extension
3. Gary Allen	One Year Extension
4. Leslie Ashby	One Year Extension
5. Kimberly Barnard-Fox	One Year Extension
6. Beatrice Baca	One Year Extension
7. Heather Barrett	One Year Extension
8. Don Beck	One Year Extension
9. Janice Bigham	One Year Extension
10. Patricia Bing	One Year Extension
11. Matthew Bolinger	One Year Extension
12. Jacqueline Booker	One Year Extension
13. Geraldine Borel	One Year Extension
14. Bret Boyd	One Year Extension
15. Crystal Brasher	One Year Extension
16. Taunya Breaux	One Year Extension
17. Arthur Faye Brazile-Haley	One Year Extension
18. Lanelle Kay Brown	One Year Extension
19. Brandy Burchard	One Year Extension
20. Jacqueline Burnett	One Year Extension
21. Patti Calma	One Year Extension
22. Araceli Capetillo	One Year Extension
23. Blanca Capetillo	One Year Extension
24. Juan Castillo	One Year Extension
25. Sandra Christopher	One Year Extension
26. Shella Clark	One Year Extension
27. Kathy Clausen	One Year Extension
28. Alice Clayton	One Year Extension
29. Barrett Cobb	One Year Extension
30. Karen Coffey	One Year Extension
31. Michael Coopersmith	One Year Extension
32. Randy Peter Côté	One Year Extension
33. Maria Teresa Coy	One Year Extension
34. Diana Cox	One Year Extension
35. Cherissa Crawford	One Year Extension

NAME	CONTRACT RECOMMENDATION
36. Michael Curl	One Year Extension
37. James Randy Cunningham	One Year Extension
38. Nanning Dai	One Year Extension
39. Julie Dasilva-Saleem	One Year Extension
40. Ami Davis	One Year Extension
41. Bruce Davis	One Year Extension
42. Mary Davis	One Year Extension
43. Shelley Deakle	One Year Extension
44. Rachel de Leon	One Year Extension
45. Cheryl Dickerson	Three Year Contract
46. Carol Renea Dillon	One Year Extension
47. Julie Desporte	One Year Extension
48. Cynthia Duewall	One Year Extension
49. Nicole Dyer	One Year Extension
50. Clara Eaglin	One Year Extension
51. Kristi Elliott	One Year Extension
52. Suzanne Ferrell	Three Year Contract
53. Carmen Figueroa	One Year Extension
54. Natalie Fikac	One Year Extension
55. Janet Filla	One Year Extension
56. Matthew Flood	One Year Extension
57. David Fluker	One Year Extension
58. Mary Fontenot	One Year Extension
59. Brenda Fore	One Year Extension
60. Kevin Foxworth	One Year Extension
61. Codi Freeman	One Year Extension
62. Christi Gaines	One Year Extension
63. Robin Galvan	One Year Extension
64. Mary Gill	One Year Extension
65. David Gillings	One Year Extension
66. Tom Ed Gooden	One Year Extension
67. Susan Griffin	One Year Extension
68. Sarah Griggs-Chase	One Year Extension
69. Mary Groomer	One Year Extension
70. Gary Guy	One Year Extension
71. Edwin Neal Hall	One Year Extension
72. Sarah Hall	One Year Extension
73. Raymona Harold	One Year Extension
74. Thelia Gay Harrell	One Year Extension
75. Brenda Hastings-Gongora	One Year Extension
76. Suzanne Heinrich	One Year Extension
77. Jonathan Henrichsen	One Year Extension
78. Elizabeth Horner	One Year Extension

NAME	CONTRACT RECOMMENDATION
79. Catherine Huntley	One Year Extension
80. Frankie Jackson	One Year Extension
81. Susan Jackson	One Year Extension
82. Michelle James	Three Year Contract
83. Rolanda Johns	One Year Extension
84. Michelle Johnson	One Year Extension
85. Angela Juarez	One Year Extension
86. Delene Juarez	One Year Extension
87. Monica Juarez	Three Year Contract
88. Danyelle Junot	One Year Extension
89. Thomas Kelchner	One Year Extension
90. Deborah King	One Year Extension
91. Steve Koester	One Year Extension
92. Eutondra LaMark	One Year Extension
93. Marshall Land	One Year Extension
94. Jaime Lannou	One Year Extension
95. Jane Larson	One Year Extension
96. Christi Leath	One Year Extension
97. Enid Lindsey	One Year Extension
98. Ron Loveless	One Year Extension
99. Celina Low-Scott	One Year Extension
100. Gregory Lynd	One Year Extension
101. Hollice Malloy	One Year Extension
102. Shannon Manadier	One Year Extension
103. Larry Martinez	One Year Extension
104. Dawn Massingill	One Year Extension
105. Lisa McHaney	One Year Extension
106. Melissa McHargue	One Year Extension
107. Virginia McKay	One Year Extension
108. Julie McReynolds	One Year Extension
109. Tamara Meigh	One Year Extension
110. Hortencia Jazhel Mendez	One Year Extension
111. Renee Meyer	One Year Extension
112. Sarah Miller	One Year Extension
113. Debra Miller-Rasmussen	One Year Extension
114. Tameka Mills	Three Year Contract
115. Frances Minyard	One Year Extension
116. Herb Minyard	One Year Extension
117. Carol Mitchell	One Year Extension
118. Clara Monroe	One Year Extension
119. Susan Moore-Fontenot	One Year Extension
120. Patricia Musick	Three Year Contract
121. Erica Navejar	One Year Extension
122. Nancy Nouis	One Year Extension

NAME	CONTRACT RECOMMENDATION
123. Candace Ochoa	One Year Extension
124. Sandra Orona	One Year Extension
125. Sherry Otahal	One Year Extension
126. Pete Pape	One Year Extension
127. Debra Parker	One Year Extension
128. Susan Passmore	One Year Extension
129. Kathy Payne	One Year Extension
130. Danetta Pearson	One Year Extension
131. Ruth Perrin	One Year Extension
132. Norma Picacio-Jones	One Year Extension
133. Gloria Pickens	One Year Extension
134. Sally Charlene Piggott	One Year Extension
135. Maritza Pruitt	One Year Extension
136. James Purifoy	One Year Extension
137. Angela Raithel	One Year Extension
138. Suzanna Raymundo	One Year Extension
139. Kimberly Rawlinson	One Year Extension
140. Precious Reimonenq	One Year Extension
141. Anita Rendon	One Year Extension
142. Antonia Rendon	One Year Extension
143. Laura Reyes	One Year Extension
144. Thomas Albert Richard	One Year Extension
145. Cristina Richardson	One Year Extension
146. Alice Ricks	One Year Extension
147. Michael Riojas	One Year Extension
148. Rebecca Robins	One Year Extension
149. Marcelino Rodriguez	One Year Extension
150. Michelle Root-McDaniel	One Year Extension
151. Maria Rosas Gonzalez	One Year Extension
152. Isabel Loretta Salazar	One Year Extension
153. Stephanie Sanchez	One Year Extension
154. Marvin Sedberry	One Year Extension
155. Robyn Sewell-Poutra	One Year Extension
156. Robert Shaw	One Year Extension
157. Ebba Shawky	One Year Extension
158. Farid Shawky	Three Year Contract
159. Jacqueline Shuman	One Year Extension
160. Carrie Smith	One Year Extension
161. Laura Smith	One Year Extension
162. Richard Smith	One Year Extension
163. Tommie Smith	One Year Extension
164. Karen Smithson	One Year Extension
165. Veronica Soileau	One Year Extension
166. Michael Stangle	One Year Extension
167. Carolynn Stanley	One Year Extension

NAME	CONTRACT RECOMMENDATION
168. Tameka Staten	One Year Extension
169. Pamela Sterling	One Year Extension
170. Frederick Steubing	One Year Extension
171. Stephanie Stevenson	One Year Extension
172. Mary Stoecker	One Year Extension
173. Janet Tello	One Year Extension
174. Byron Terrier	One Year Extension
175. Karen Thomas	One Year Extension
176. Marie Elaine Thomas	One Year Extension
177. Cynthia Thornton	One Year Extension
178. Tricia Times	One Year Extension
179. Pauline Timmons-Brown	One Year Extension
180. Angelique Torres	One Year Extension
181. Jessica Tracy	One Year Extension
182. Tiffany Upshaw	One Year Extension
183. Lisa Vaughan	One Year Extension
184. Rachel Vaughan	One Year Extension
185. Timothy Vaughn	One Year Extension
186. Leah Veazey	One Year Extension
187. Michelle Verdun	One Year Extension
188. Elma Villanueva	One Year Extension
189. Wallace Vosloh	One Year Extension
190. Michael Wahl	One Year Extension
191. Caesarlyn Walker	One Year Extension
192. Adrienne Ware	One Year Extension
193. Stephen Warford	One Year Extension
194. Rick Walterscheid	One Year Extension
195. Kelley Watt	One Year Extension
196. Catherine Weiss	One Year Extension
197. Emilee Westmoreland	One Year Extension
198. Belinda Williams	One Year Extension
199. Vicki Williams	One Year Extension
200. Michael Wilson	One Year Extension
201. Rae Wilson	One Year Extension
202. Jennifer Winans	One Year Extension
203. Brandy Woods	One Year Extension
204. Vicky Woods-Hinkle	Three Year Contract
205. Kevin Wrobleski	One Year Extension
206. Ronald Wyatt	One Year Extension
207. David Yannotta	One Year Extension
208. Mandi Yasso	One Year Extension
209. David Yepez	One Year Extension
210. Rachelle Ysquierdo	One Year Extension

SCHOOL BOARD AGENDA ITEM SUMMARY

February 27, 2012

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Director of Operations/Grounds.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Office of the Superintendent
Baytown, Texas

February 27, 2012

ELECTION

Herb Minyard, as Director of Operations/Grounds.

- | | |
|---------------------|---|
| A. Degree Conferred | Bachelor of Science
Stephen F. Austin State University |
| B. Certification | Provisional Health 6-12
Provisional Earth Science 6-12
Provisional Physical Education 6-12 |
| C. Experience | 10 years – Teacher, Huntsville ISD
8 years – Teacher, Jacksonville ISD
8 years – Campus Athletic Director, Goose Creek CISD
1 year – Interim Coordinator of Operations/Grounds
Goose Creek CISD |
| D. Interviewers | Dr. Byron Terrier, Pete Cote, Dave Fluker, Ron Loveless,
David Yepez |