

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, June 11, 2020
4:00 p.m.**

NOTICE of Regular Meeting of the Board of Trustees by Videoconference or Telephone

As you know, health officials have been encouraging people from avoiding crowded events in order to avoid possible contact with persons who may be unaware they have been exposed to the COVID-19 virus. While our school board meetings are open to the public, we want you to remain safe, and therefore recommend and encourage you to participate by watching the school board meeting online at **www.aisd.net**. Thank you for your commitment to Arlington Independent School District, and we wish you and your family safety and health during these difficult days.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Again, members of the public may access this meeting as follows: **www.aisd.net**. An electronic copy of the agenda packet is attached to this online notice.

*Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Members of the public seeking to provide comments concerning an agenda item shall be required to register to provide comment by sending an email to the Superintendent of Schools Secretary **lbenjami@aisd.net** **NO LATER THAN 3:00 p.m. the day of the board meeting** indicating (1) person's name; (2) subject the member of the public wishes to discuss, and; (3) telephone number at which the member of the public may be reached.*

Public comment will be divided by agenda item and non-agenda item. When it is time for the portion of the meeting to listen to registered public comments for agenda or non-agenda items, the District shall attempt to contact the registrant in the order in which the registration was received. If for any reason the registrant does not answer the call, the Board will proceed to call the next registrant. This process shall continue until the list of registrants has been exhausted. The registrant will have 5 minutes to provide public comment concerning the subject identified by the registrant. If a registrant does not speak English they must indicate so when registering and list the name of their translator, and additional time shall be provided in accordance with law. If a registrant requires the use of a TTY system, the registrant must indicate this requirement at the time of registration and the registrant shall be allowed to communicate on a topic for twice the amount of time allowed for persons not requiring the use of the TTY system.

The open portions of this meeting will be recorded and made available to the public upon request.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED.

CALL TO ORDER:

CLOSED MEETING:

Adjournment to closed meeting pursuant to Sections 551.071 (consultation with attorney to seek and receive legal advice); 551.072 (discuss the purchase, exchange, lease or value of real property); Section 551.073 – (negotiating contracts for prospective gifts or donations); Section 551.074 - (consider the appointment, employment, evaluation, reassignment, duties, discipline, non-renewal or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee); Section 551.076 (consider the deployment, or specific occasions for implementation, of security personnel and devices); Section 551.082 – (discussing or deliberating the discipline of a public school child or children, or a complaint or charge is brought against an employee of the school district by another employee); Section 551.0821 – (deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation); Section 551.083 (considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements).

1. Public Drainage Easement for a Tract of Land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, Being a Portion of a Called 8.821 Acre Tract of Land Described as Lot A-R, Block 2, Club Oaks Addition, as Recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas
2. Public Drainage Easement of Three Tracts of Land Situated in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, Being a Portion of Lot 1, Block 1, First Park Addition, as Recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas

RECONVENE INTO OPEN SESSION: *Upon Conclusion of Closed Meeting*

OPENING CEREMONY:

APPOINTMENTS:

- A. Consider Ratification of Administrative Appointments (pg. 7)
Executive Director of Human Resources

PUBLIC HEARING:

- A. Optional Flexible School Day Program 2019-2020
- B. Optional Flexible School Day Program 2020-2021

OPEN FORUM FOR AGENDA ITEMS:

Must Pre-Register. Registration via email as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** This first Open Forum is limited to agenda items other than

personnel. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

ACTION:

- A. Consider a Resolution for Policy FFAA (LOCAL) (pg. 8)
- B. Consider Facility Space Naming

DISCUSSION / ACTION:

- A. Consider Proposed 2020 Tax Rate for Required Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (pg. 11)
- B. Consider Preliminary 2020-2021 Budget (pg. 12)
- C. Consider the Schematic Design for the John Webb Elementary School (pg. 13)
- D. Consider A Resolution of the Board of Trustees to Address Racial and Social Equity in the Arlington ISD

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA:

CONSENT ITEMS: Materials relating to the items to be acted upon in the Consent Agenda are provided to the Board Members for study and review prior to the meeting. The items contained in the bid portion of the Agenda have been endorsed by the Board Members during the budget process.

- A. Consider Budget Change (pg. 15)
- B. Consider Missed School Days Waiver: COVID-19 Pandemic (pg. 16)
- C. Consider 2020-2021 Juvenile Justice Alternative Education Program Memorandum of Understanding (pg. 18)
- D. Consider Granting a Public Drainage Easement for a Tract of Land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, Being a Portion of a Called 8.821 Acre Tract of Land Described as Lot A-R, Block 2, Club Oaks Addition, as Recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas (pg. 26)
- E. Consider Acceptance of a Public Drainage Easement of Three Tracts of Land Situated in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, Being a Portion of Lot 1, Block 1, First Park Addition, as Recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas (pg. 37)
- F. Consider Designating the Superintendent to Calculate No-New-Revenue Tax and Voter-Approval Tax Rates (pg. 49)

DISCUSSION:

- A. Pandemic Emergency Action/Plan Update

OPEN FORUM FOR NON-AGENDA ITEMS:

Must Pre-Register. Registration via email as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT'S REPORT:

This time is for the Superintendent to acknowledge varying kinds of activities occurring within the district. This includes such items as recognition of outstanding performance by district staff and/or students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

- A. Recognition of outstanding performance by district staff and students
- B. Initiation of new programs and special activities

SCHOOL BOARD'S REPORTS:

At this time on the Agenda allows each member to inform other Board Members, the administrative staff and the public of activities which are of interest.

The Board Members will report on the following subjects:

- A. Board member attendance at various school and community events.
- B. Board member announcement of various upcoming school and community events.
- C. Board member visits to various campuses
- D. Board member recognition of outstanding performance by district staff and students
- E. Board member recognition of new programs and special activities

CLOSED MEETING:

At any time during the meeting the Board may adjourn into closed meeting for consultation with its attorney (Tex. Gov't Code § 551.071) or for a posted agenda item pursuant to Texas Government Code sections 551.072 – 551.084 (see below).

ADJOURNMENT

The agenda order may be adjusted by the Presiding Officer at any time during the meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open

Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f).

If, during the course of the meeting covered by this Notice, the Board should determine that a closed meeting of the Board should be held or is required in relation to any item included in this notice, then such closed meeting is authorized by Texas Government Code Section 551.001, et. seq., for any of the following reasons:

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

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

Section 551.073 - For the purpose of negotiating contracts for prospective gifts or donations.

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

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

Section 551.082 - For the purpose of deliberating in a case involving discipline of a public school child or children, or in a case in which a complaint or charge is brought against an employee of the school district by another employee and the complaint or charge directly results in a need for a hearing.

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

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

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

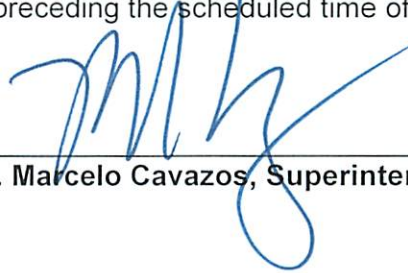
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

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

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 8th day of June, 2020 at 4:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 1203 West Pioneer Parkway, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Marcelo Cavazos, Superintendent

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 11, 2020	Action Item
Subject: Ratification of Administrative Personnel	

Purpose:


The purpose of this action item is to ratify the appointment of the Executive Director of Human Resources.

Background:

Screening and review by administrative staff has resulted in the above mentioned position being submitted to the Superintendent for consideration.

Recommendation:

The administration recommends the Board ratify the appointment of the applicant for the administrative position listed above as discussed in Executive Session.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: June 3, 2020

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 11, 2020

Action Item

Subject: Resolution for Policy FFAA (Local)

Purpose:

To provide the Board of Trustees an opportunity to consider a resolution to make a temporary adjustment to policy FFAA (Local), PHYSICAL EXAMINATIONS

Background:

Previously, we shared that the UIL Medical Advisory Committee (MAC) recommended adjusting requirements related to pre-participation physical examinations for the 2020-21 school year. The UIL Legislative Council approved these adjustments on Friday, May 1, 2020. These changes have now also been approved by the Commissioner of Education at TEA and will immediately be in effect for the 2020-21 school year only.


The changes to sections 1105 (Marching Band), 1205 (High School Athletics) and 1478 (Junior High Athletics) as it relates to the requirements for pre-participation physical examinations are as follows:

For the 2020-21 school year only, any participant in athletics or marching band, in any grade level, who has not previously completed a pre-participation physical examination (PPE), and been cleared for participation, will be required to complete the medical history form as noted in current rule, as well as a PPE prior to participation in any UIL practices, games, performances, or matches.

As required under current rule, all students participating in UIL marching band and/or UIL athletic activities will be required to complete the UIL Medical History Form. Any "yes" answer to any of questions 1-6 on the Medical History Form will require a student to receive further medical evaluation, which may include a physical exam, and receive written clearance from a physician, physician assistant, chiropractor, or nurse practitioner before any participation in UIL practices, games, performances, or matches. Only those students with "yes" answers to those questions are required to receive written clearance through further medical evaluation.

Recommendation:

The Administration recommends approval of the resolution.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p>
	<p>Prepared by: Michael Hill</p> <p>Date: June 4, 2020</p>

Arlington Independent School District
Resolution of the Board Regarding Policy FFAA (LOCAL), Physical Examinations

WHEREAS, the University Interscholastic League (UIL) *Constitution and Contest Rules* are the official rules that govern all UIL-sponsored activities;

WHEREAS, on May 18, 2020, the UIL published approved amendments to the UIL *Constitution and Contest Rules*, Sections 1105, 1205, and 1478, adjusting requirements related to preparticipation physical examinations for the 2020–21 school year for the purposes of supporting social distancing and assisting with the workload of the medical professionals on the frontlines of the COVID-19 pandemic;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District; and

WHEREAS, the Board finds that for the overall physical well-being of our students during this pandemic a need exists to temporarily adjust our local policy provisions requiring annual preparticipation physical examinations for the purposes of aligning practices with the revised UIL *Constitution and Contest Rules*.

WHEREAS, parents will still have the option of a preparticipation physical under this resolution,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Arlington Independent School District makes the following temporary adjustments to policy FFAA (LOCAL), Physical Examinations:

- Prior to participating in a designated UIL program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination in accordance with the required schedule established by the UIL, including the approved amendments to the UIL *Constitution and Contest Rules*, Sections 1105, 1205, and 1478.
- For the 2020–21 school year, the District suspends its locally established requirement in FFAA (LOCAL) for annual physical examinations.

The authority granted by this resolution to adjust FFAA (LOCAL) shall only apply for the 2020–21 school year unless the Board takes further action.

Adopted this 11th day of June, 2020, by the Board of Trustees.

Board President

Board Secretary

This page intentionally left blank.

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 11, 2020

Discussion/Action Item

Subject: Consider Proposed 2020 Tax Rate for Required Notice of Public Meeting to Discuss Budget and Proposed Tax Rate


Purpose: To provide the Board of Trustees an opportunity to vote on the proposed tax rate that will be posted in the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate for the 2020-21 Budget.

Background: Texas Education Code 44.004 requires school districts to hold a public meeting to discuss the budget and proposed tax rate for the succeeding year, and to publish a “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate” (Notice) at least 10, but not more than 30, days prior to that meeting. The public meeting must be held before the budget can be adopted.

The language and format of the notice is prescribed by the state Comptroller’s office and must include both the proposed Maintenance & Operations tax rate and the proposed Debt Service tax rate. A school district may not adopt a tax rate that exceeds the proposed rate published in the notice. Should the Board desire to set a tax rate higher than that published in the original notice, the District would be required to publish a revised notice with the higher proposed tax rate and hold another public hearing to discuss the revised tax rate.

The District will hold a public meeting on June 23, 2020, to discuss the 2020-21 budget and proposed tax rate. The 2020-21 budget must be adopted by June 30, 2020. The tax rate will be adopted in August, following receipt of the July 25th certified property values from Tarrant Appraisal District.

Recommendation: A formal vote on the proposed Maintenance & Operations and Debt Service tax rates that will be posted in the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate for the 2020-21 Budget is recommended.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <p>Prepared by: Cindy Powell</p> <p>Date: June 3, 2020</p>
--	---

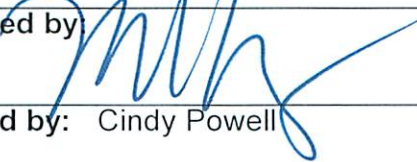
**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 11, 2020	Discussion/Action Item
Subject: Preliminary 2020-2021 Budget	

Purpose: To provide the Board of Trustees information and projections on the Preliminary 2020-21 Budget.

Background: The 2020-21 Budget has been in development since January 2020. Input has been provided by teachers, administrators, the District-level Instructional Decision-making Committee, and the public.

The preliminary budget for the General Fund was presented for discussion at a Board meeting held on June 4, 2020. Preliminary 2020-21 budgets for the Food Service Fund, Natural Gas Fund, Debt Service Fund and Capital Projects Fund will be presented at the June 11th Board meeting. Additional discussions around the General Fund budget will also continue at the June 11th Board meeting. In accordance with state law, the Board must adopt a budget for the 2020-21 fiscal year no later than June 30, 2020.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Cindy Powell
	Date: June 3, 2020

**Arlington Independent School District
Board of Trustees Communication**


Meeting Date: June 11, 2020	Discussion/Action Item
Subject: Consider the Schematic Design for the John Webb Elementary School	

Purpose: To consider the Schematic Design for the 2019 Bond Program, Phase I, Bid Package 6, Project I, John Webb Elementary School replacement school project

Background: A replacement school for John Webb Elementary School was approved as part of the 2019 Bond Program. The Webb community will realize a fresh, new school facility that incorporates state of the art school design, larger and more functional classroom spaces that meet the needs of all students, and more efficient site circulation for student arrival and departure. BRW Architects was approved to provide architectural services for the project. BRW developed the schematic design for the elementary school using the District's established educational program and a series of four design charrette meetings held on the Webb campus with central administration, campus administration and staff, students, parents, and the District's Facilities Planning and Construction team.

BRW Architects will present the Schematic Design for Board review and approval. With this approval, the John Webb Elementary School replacement school project is on schedule for substantial completion in fall 2022.

Recommendation: The Administration recommends approval of the schematic design for John Webb Elementary School as presented by BRW Architects.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn
	Date: June 3, 2020

This page intentionally left blank.

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: 06/11/2020

Consent Item

Subject: Fund 410, Instructional Materials Allotment

Purpose:

Amend the 2019-20 special revenue budget for the Instructional Materials Allotment (IMA). Revenues and expenditures each total \$11,345,344.62. The allotment covers July 1, 2019 through June 30, 2021.

Background:

The District's Instructional Materials Allotment for the 2019-21 biennium is \$11,345,344.62.

The intent of this state allotment is to purchase instructional materials adopted by the State Board of Education or the Commissioner of Education. The Commissioner of Education determines the amount of the allotment per student on the basis of the amount of money available in the state instructional materials fund to fund the allotment. School districts are required to certify annually to the State Board of Education and the Commissioner that for each subject in the required curriculum students have access to the instructional materials that cover all of the Texas Essential Knowledge and Skills (TEKS). These funds can also be used to purchase technological equipment and technology-related services.


Funding will be used to purchase textbooks, instructional materials, technological equipment and technology-related services.

Budget Summary:

Supplies and Materials	<u>\$11,345,344.62</u>
Total	\$11,345,344.62

Recommendation:

Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Mandy Mew
	Date: 06/02/2020

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 11, 2020

Consent Item

Subject: Missed School Days Waiver: COVID-19 Pandemic

Purpose:

To provide the Board of Trustees the opportunity to approve a waiver request and instructional continuity attestation form for lost instructional minutes due to school closures as a result of the COVID-19 pandemic.

Background:


A Missed School Days waiver, pursuant to TEC 25.081, allows the district or campus to request a waiver if instructional days are missed due to weather, health, safety, or other issues

On March 19, 2020, Governor Abbott issued executive order GA-08 in response to the COVID-19 pandemic, closing public schools from March 20, 2020 through April 3, 2020. On March 31, 2020, Governor Abbott issued executive order GA-14 requiring individuals to stay at home with the exception of essential personnel in certain categories and ordered schools to stay closed with in-person attendance not to recommence before May 4, 2020. A later decision was made by Governor Abbott to close schools in the State of Texas for the remainder of the 2019-2020 school year. Starting on March 16 and ending on May 29, 2020 Arlington ISD schools were closed for 52 days of instruction. The 52 days equates to 22,730 minutes of instruction missed due to the closure related to the COVID-19 pandemic.

Once approved, the Missed School Days waiver will allow the District to be held-harmless for Average Daily Attendance and state funding purposes for the missed days of instruction due to COVID-19.

Recommendation:

The Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Michael Hill Date: June 1, 2020

Closed, But Committed to Providing Instruction

SECTION I: Information/Requirements

If an LEA has closed school due to COVID-19, the agency will provide missed school day waivers for the closed days with the requirement that the LEA provide educational supports for the off-campus education of all students. The waivers will be granted as long as the district commits to supporting students instructionally while absent from school grounds. This attestation will be required to be submitted with the waiver.

The school district or charter school is responsible for providing all necessary educational resources to a student’s parent/guardian and must also provide guidance on how the instruction is to be delivered to the student. Texas Education Agency (TEA) auditors may perform random audits to ensure that school districts and charter schools provided the necessary educational resources.

SECTION II: Attestation Statement

Arlington ISD

_____ attests that parents/guardians are being provided with the educational resources and implementation assistance necessary to support an instructional program that will be provided off-campus to students who are absent due to concerns about the potential of illness or actual illness associated with COVID-19.

SECTION III: Signatures

District Name	Superintendent Name	Board President Name
Arlington ISD	Dr. Marcelo Cavazos	Mrs. Kecia Mays

Date	Superintendent Signature
I, the superintendent of schools, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.	

Date	Board President Signature
I, the Board President, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.	

Attach completed attestation form to a 2019-20 Missed School Day Waiver request in TEAL no later than June 18, 2020

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 11, 2020	Consent Item
Subject: Consider 2020-2021 Juvenile Justice Alternative Education Program Memorandum of Understanding	

Purpose:


To present the 2020-2021 Juvenile Justice Alternative Education Program Memorandum of Understanding to the Board of Trustees for approval.

Background:

Pursuant to Chapter 37 of the Texas Education Code, this memorandum of understanding is entered into by the AISD and Tarrant County. There are no changes in the terms contained in the MOU from the previous academic year. The state will pay \$86.00 per day for each day of attendance for mandatory placements at JJAEP. AISD will pay \$129.00 per day for every day of attendance for discretionary placements at JJAEP.

Recommendation:

The administration recommends the Board of Trustees approve the 2020-2021 Juvenile Justice Alternative Education Program Memorandum of Understanding as it is presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Michael Hill
	Date: June 2, 2020

Attachment "A"

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

Term of Agreement: August 1, 2020 – July 31, 2021

TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Euless Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, immunization record, special education records including recent admission

review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2020 to July 31, 2021, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125.00 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or

probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison**: The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation**: Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program**: The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review**: The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan**: The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education/ESL/504 Services**: The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided by the JJAEP will be provided by the school

district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending districts.

The JJAEP must be notified, in writing at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending district.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2020, and will end on July 31, 2021.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the _____ day of _____, 2020.

_____ Independent School District Tarrant County

By: _____ (SWT)
Board of Trustees, President

By: 
Juvenile Board, Chairman

By: 
Director, Juvenile Services

Attest:

By: _____
Board of Trustees, Secretary

Recommended:

By: _____ (SWT)
Superintendent

Attachment A

JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a viable estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

Projected # of new discretionary referrals to the JJAEP for the 2020/2021 School Year:

Priority 1

of new discretionary Title 5 felonies and registered sex offender referrals:

4

Priority 2

of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

3

Priority 3

of other new discretionary referrals, such as serious misbehavior while in a DAEP:

10

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2020/2021 School Year:

17

District

District Liaison Signature

Date

**Arlington Independent School District
Board of Trustees Communication**


Meeting Date: June 11, 2020 **Consent Item**

Subject: Consider Granting a Public Drainage Easement for a Tract of Land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of a called 8.821 acre tract of land described as Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas

Purpose: To provide the Board of Trustees the opportunity to consider granting a public drainage easement for 0.755 acres (33,877 sq. ft.) for a tract of land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of a called 8.821 acre tract of land described as Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas.

Background: The Arlington ISD is making site and storm water drainage improvements as a part of the Crow Elementary School Additions and Renovations Project. In conjunction with those improvements, the City of Arlington requests a public drainage easement on the Crow property in order to convey storm water to a new detention area. The easement encompasses 0.755 acres (33,877 sq. ft.) and will improve drainage through the District's property. The Arlington ISD will be responsible for constructing an underground storm water conveyance system and a detention area to control the release of water downstream. The District will continue to maintain the area following construction.

Recommendation: The administration recommends granting a public drainage easement for 0.755 acres (32,877 sq. ft.) for a tract of land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of a called 8.821 acre tract of land described as Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Wm. Kelly Horn</p> <hr/> <p>Date: June 3, 2020</p>
---	---

After recording, return to:
Stuart Young, Real Estate Manager
City of Arlington
P.O. Box 90231, MS#01-0260
Arlington, Texas 76004-3231

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

**DRAINAGE EASEMENT DEDICATION TO CITY OF ARLINGTON
And Construction and Maintenance Agreement by
Arlington Independent School District**

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TARRANT §

THAT in this instrument the following definitions shall apply:

AGREEMENT: This drainage easement dedication and construction and maintenance agreement by and between the City and District.

CITY: City of Arlington, a municipal corporation of Tarrant County, Texas.

DISTRICT: The Arlington Independent School District, a governmental entity, situated in Tarrant County, Texas, with the power of eminent domain.

PARTIES: Collectively, the City and District.

CONSIDERATION: The dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to City and District as the owners of certain adjacent property by reason of the Facilities, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY: As described in **Exhibit A**, attached hereto and made a part hereof for all purposes as if copied here verbatim.

EASEMENT: A permanent drainage easement in, under, over, through, across, and along the Property.

FACILITIES: Storm drains, including, but not limited to, ditches, channels, pipes, headwalls, detention ponds, outfall structures, and erosion control rip-rap, together with all necessary appurtenances thereto.

PUBLIC USE: To lay, construct, reconstruct, inspect, repair, maintain, protect, replace, make connections to, and use the **Facilities**, including the right to build the Facilities on such grade and according to such plans and specifications as will, in the City's opinion, best serve the public purpose.

THAT the governing bodies of the Parties have each made the following findings, which are incorporated into the Agreement:

- A. In connection with the planned additions and renovations to Crow Elementary, the Parties wish to cooperate in the construction of the Facilities within the Easement and the Existing Easement, which would benefit both Parties.
- B. The said Facilities are necessary for the benefit of the public, the Parties each have the legal authority to build or maintain the Facilities, and the construction and maintenance thereof is in the common interest of both Parties.
- C. The covenants and promises herein constitute adequate consideration to each of the Parties.
- D. The intent of each of the Parties is that in carrying out the Agreement, the City will not be required to bear any material or substantial costs, and that any interpretation of the terms herein, or of the obligations of the Parties, shall be upon that understanding.

THAT the Parties, for the consideration described herein, do hereby make this Agreement, and the District does hereby convey, dedicate, set apart, and reserve the Easement for the Public Use, upon the following terms and conditions:

1. The City shall have the right to forbid, prevent, remove, and keep removed from the Easement any and all structures and other obstructions or encroachments which may, in the sole judgment of the City, endanger or interfere with the public's use and enjoyment of the Easement; together with the right and privilege at any and all times to enter said Easement tract or parcel of land, or any part thereof, for the purpose of exercising the said rights and with the right and privilege to perform all acts necessary to the use and enjoyment of said Easement; PROVIDED HOWEVER that the City shall not be responsible for the design, construction, and maintenance of the Facilities.

2. The District, its successors and assigns, shall be responsible for the design, construction, and maintenance of the Facilities, which shall never be the responsibility of the City. Nevertheless, the City shall have the right, but not the duty, responsibility, or obligation to construct, reconstruct, and maintain the Facilities, and shall have the right and privilege at any and all times to enter the Easement, or any part thereof as may be necessary to the proper use of any rights granted herein. The City shall have the right to review and approve the plans and surveys for such Facilities in advance of any construction by District, which said approval shall not be unreasonably withheld or delayed. Nothing herein shall relieve District from the obligation to comply with all City ordinances and codes in effect now or in the future. The District shall be solely responsible for any environmental abatement or remediation required to construct the Facilities. The maintenance responsibility shall include, but is not limited to, the following:

- a. Frequent mowing in accordance with the fire prevention and nuisance chapters of the city code, as amended, and routine maintenance of the improvements and drainage easements.
- b. Periodic removal of debris from the improvements and drainage areas.

- c. The improvements and drainage area cross sections will be maintained to the approved designed slope, grade, contour, and volume, including any concrete structures.
- d. Areas of erosion will be repaired. Soil materials used in repairs will be of consistent and compatible characteristics with the surrounding materials and shall be compacted to a density equaling that of the undisturbed surrounding material.
- e. No additional improvements will be allowed within drainage easements without the advance written permission of the director of public works of the City.
- f. Upon request from the city, providing annually, on or before January 31 of each year to the Director of Public Works of the City, a written report specifically describing the operation and maintenance of the improvements for the preceding year including procedures used, the names of persons responsible for each procedure and the date of each procedure, respectively.
- g. Developer, or his successor, will correct the condition of the improvements or any maintenance deficiencies regarding the improvements that the city reasonably believes necessary for the protection of the public health and safety within thirty (30) days from date of written notice from the city.

3. All expenses in the planning, construction, maintenance, and repair of the Facilities shall be borne by the District. Upon completion of construction, reconstruction, or maintenance of the Facilities all surplus excavation, debris, trash or litter resulting from said activities shall be cleaned up and hauled off the premises at the expense of the District. In the event the District fails in its construction, maintenance, or repair responsibilities, upon reasonable notice and opportunity to cure to District, City shall have the right to perform such construction, maintenance, and repair, and shall be entitled to recover its costs from the District.

4. The District will require any successor in interest of all or part of the Property, including any property owners association to accept full responsibility and liability for any Facilities in the Easement. The covenants shall include the full obligation and responsibility of maintaining and operating said Facilities.

5. Access to the Easement and Facilities is granted to the City for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection and code enforcement.

6. The District retains, reserves and shall continue to enjoy the use of the Property, for (without limitation) private streets, roads, driveways, alleys, walks, landscaping, parking areas, and for any and all purposes which do not interfere with or prevent the Public Use. The District further retains the right to dedicate all or any part of the surface of the property affected by this easement to the City of Arlington for use as a public street, roadway, or alley or for any other purpose.

7. The Agreement and the terms hereof shall be a covenant running with the land and be binding upon City and District and the successors, and assigns of each. The Easement shall not be abandoned by the City without written concurrence by the District.

8. TO THE EXTENT ALLOWED BY LAW, DISTRICT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEYS' FEES FOR ANY NEGLIGENCE ARISING OUT OF THE DESIGN,

CONSTRUCTION, OPERATION, MAINTENANCE, CONDITION OR USE OF THE FACILITIES, INCLUDING ANY NON-PERFORMANCE OF THE FOREGOING.

9. This Agreement shall be construed under the laws of the State of Texas.

10. It is expressly understood and agreed that, in the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

TO HAVE AND TO HOLD said Easement unto the City of Arlington, its successors and assigns forever.

WITNESS my hand this _____ day of _____, 2020.

Jim Parajon
Deputy City Manager
City of Arlington

WITNESS my hand this _____ day of _____, 2020.

Kecia Mays
President, Board of Trustees
Arlington Independent School District

Acknowledgements on following page

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared **Jim Parajon**, known to me (or proved to me on the oath of _____ or through _____ *description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **the City of Arlington**, a corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 2020.

Notary Public in and for
the State of Texas

My commission expires on _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

DISTRICT CORPORATE ACKNOWLEDGMENT

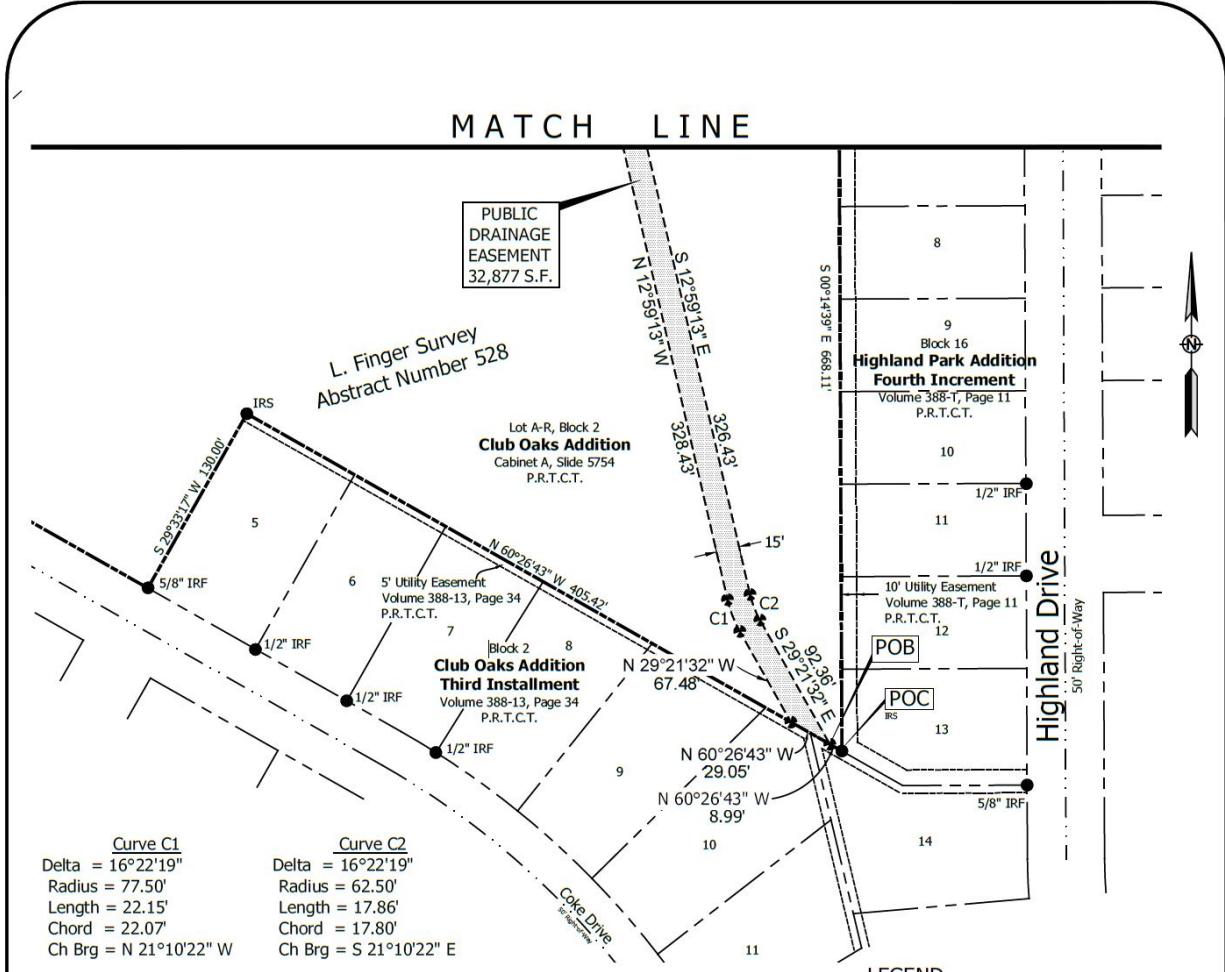
BEFORE ME, the undersigned authority, on this day personally appeared **Kecia Mays**, known to me (or proved to me on the oath of _____ or through _____ *description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **the Arlington Independent School District**, a corporation of Tarrant County, Texas, and as the **President of the Board of Trustees** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 2020.

Notary Public in and for
the State of Texas

My commission expires on _____

EXHIBIT A
Page 1 of 5



Notes

1. The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.
2. This exhibit was prepared from an actual on-the-ground survey of the subject property.

LEGEND

- D.R.D.C.T. = Deed Records, Dallas County, Texas
- P.R.D.C.T. = Plat Records, Dallas County, Texas
- CCF# = County Clerk's File Number
- IRF = Iron Rod Found
- IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"
- POB = Point of Beginning
- POC = Point of Commencing

PUBLIC DRAINAGE EASEMENT
Being 0.755 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097 Date: May 16, 2020
Revised Date:
Revision Notes:

Sheet 1 of 5



REALSEARCH OF TEXAS, LLC
P.O. Box 1006, Godley, Texas 76044
Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
TBPLS Firm Registration # 10158200

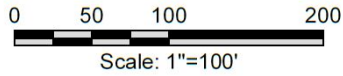
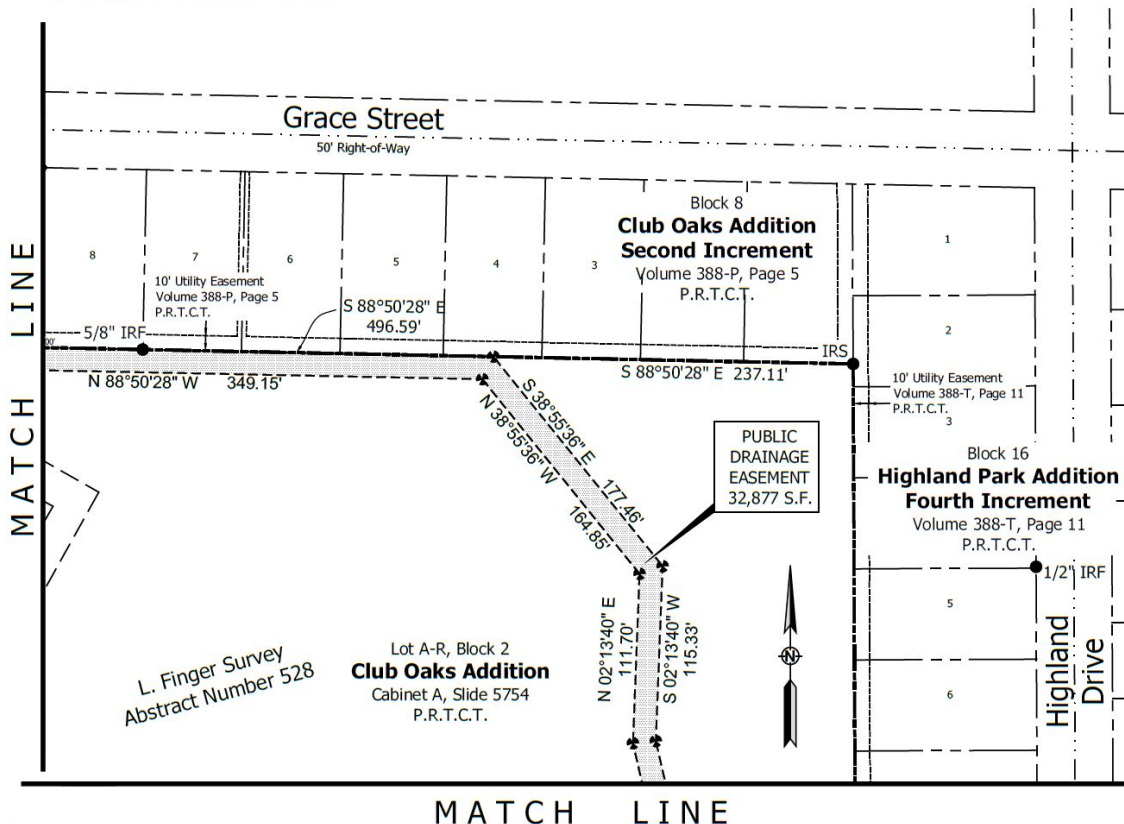


EXHIBIT A
Page 2 of 5

LEGEND

D.R.D.C.T. = Deed Records, Dallas County, Texas
 P.R.D.C.T. = Plat Records, Dallas County, Texas
 CCF# = County Clerk's File Number
 IRF = Iron Rod Found
 IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"



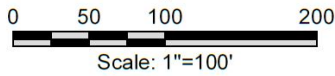
- Notes**
1. The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.
 2. This exhibit was prepared from an actual on-the-ground survey of the subject property.

PUBLIC DRAINAGE EASEMENT
Being 0.755 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097
 Revised Date:
 Revision Notes:

Date: May 16, 2020

Sheet 2 of 5



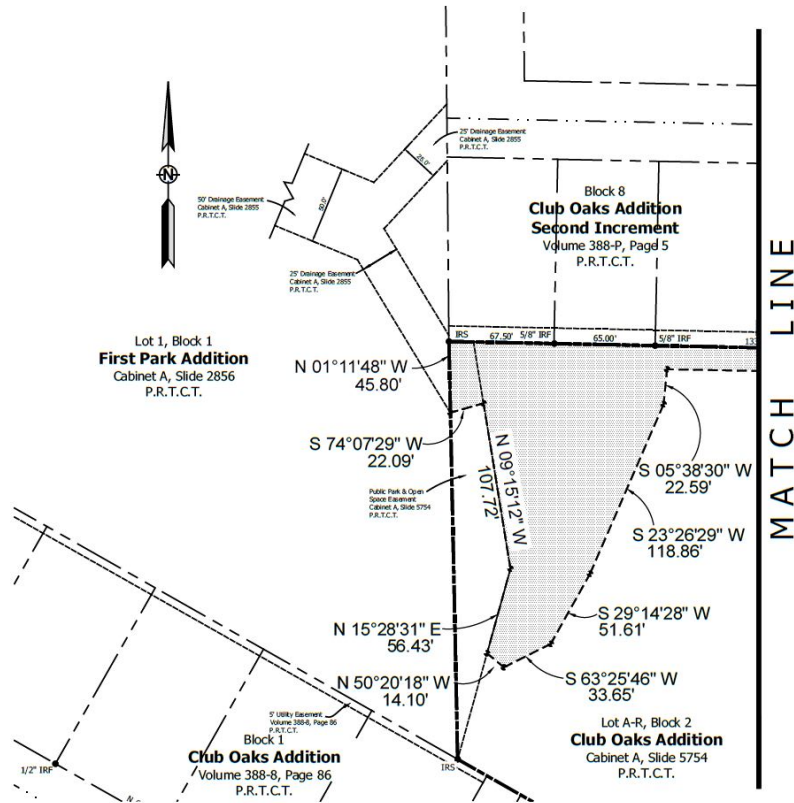
REALSEARCH OF TEXAS, LLC
 P.O. Box 1006, Godley, Texas 76044
 Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
 TBPLS Firm Registration # 10158200

©Copyright 2020, Realsearch of Texas, LLC

EXHIBIT A
Page 3 of 5

LEGEND

D.R.D.C.T. = Deed Records, Dallas County, Texas
 P.R.D.C.T. = Plat Records, Dallas County, Texas
 CCF# = County Clerk's File Number
 IRF = Iron Rod Found
 IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"



Notes

1. The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.
2. This exhibit was prepared from an actual on-the-ground survey of the subject property.

PUBLIC DRAINAGE EASEMENT
Being 0.755 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097 Date: May 16, 2020
 Revised Date:
 Revision Notes:

Sheet 3 of 5



REALSEARCH OF TEXAS, LLC

P.O. Box 1006, Godley, Texas 76044
 Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
 "Thou shalt not remove thy neighbor's landmark" Deut. 19:14
 TBPLS Firm Registration # 10158200

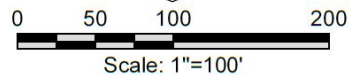


EXHIBIT A
Page 4 of 5

METES AND BOUNDS DESCRIPTION

BEING a 0.755 acre tract of land situated in the L. Finger Survey, Abstract Number 528, City of Arlington, Tarrant County, Texas, and being a portion of a called 8.821 acre tract of land described as Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas, and being more particularly described as follows;

COMMENCING at the most southeasterly corner of said Lot A-R, Block 2, Club Oaks Addition;

THENCE North 60 degrees 26 minutes 43 seconds West along the southerly line of said Lot A-R, Block 2, a distance of 8.99 feet to the POINT OF BEGINNING;

THENCE North 60 degrees 26 minutes 43 seconds West along the southerly line of said Lot A-R, Block 2, a distance of 29.05 feet to a point for corner;

THENCE North 29 degrees 21 minutes 32 seconds West departing the southerly line of said Lot A-R, Block 2, a distance of 67.48 feet to a point for corner, said point being the beginning of a curve to the right having a central angle of 16 degrees 22 minutes 19 seconds, a radius of 77.50 feet, a chord bearing of North 21 degrees 10 minutes 22 seconds West and a chord distance of 22.07 feet;

THENCE along said curve to the right an arc length of 22.15 feet to a point for corner;

THENCE North 12 degrees 59 minutes 13 seconds West a distance of 328.43 feet to a point for corner:

THENCE North 02 degrees 13 minutes 40 seconds East a distance of 111.70 feet to a point for corner;

THENCE North 38 degrees 55 minutes 36 seconds West a distance of 164.85 feet to a point for corner;

THENCE North 88 degrees 50 minutes 28 seconds West a distance of 349.15 feet to a point for corner;

THENCE South 05 degrees 38 minutes 30 seconds West a distance of 22.59 feet to a point for corner;

THENCE South 23 degrees 26 minutes 29 seconds West a distance of 118.86 feet to a point for corner;

THENCE South 29 degrees 14 minutes 28 seconds West a distance of 51.61 feet to a point for corner;

THENCE South 63 degrees 25 minutes 46 seconds West a distance of 33.65 feet to a point for corner;

THENCE North 50 degrees 20 minutes 18 seconds West a distance of 14.10 feet to a point for corner;

THENCE North 15 degrees 28 minutes 31 seconds East a distance of 56.43 feet to a point for corner;

THENCE North 09 degrees 15 minutes 12 seconds West a distance of 107.72 feet to a point for corner;

THENCE South 74 degrees 07 minutes 29 seconds West a distance of 22.09 feet to a point for corner, said point being in the westerly line of said Lot A-R, Block 2, and also being in the easterly line of Lot 1, Block 1, First Park Addition, as recorded in Cabinet A, Slide 2856, Plat Records, Tarrant County, Texas;

PUBLIC DRAINAGE EASEMENT

Being 0.755 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097

Date: May 16, 2020

Revised Date:

Revision Notes:

Sheet 4 of 5



REALSEARCH OF TEXAS, LLC

P.O. Box 1006, Godley, Texas 76044
Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
TBPLS Firm Registration # 10158200



© Copyright 2020, Realsearch of Texas, LLC

EXHIBIT A
Page 5 of 5

METES AND BOUNDS DESCRIPTION (Cont)

THENCE North 01 degrees 11 minutes 48 seconds West along said common line a distance of 45.80 feet to a point for corner, said point being in the north line of said Lot A-R, Block 2;

THENCE South 88 degrees 50 minutes 28 seconds East along the north line of said Lot A-R, Block 2, a distance of 496.59 feet to a point for corner;

THENCE South 38 degrees 55 minutes 36 seconds East a distance of 177.46 feet to a point for corner;

THENCE South 02 degrees 13 minutes 40 seconds West a distance of 115.33 feet to a point for corner;

THENCE South 12 degrees 59 minutes 13 seconds East a distance of 326.43 feet to a point for corner, said point being the beginning of a curve to the left having a central angle of 16 degrees 22 minutes 19 seconds, a radius of 62.50 feet, a chord bearing of South 21 degrees 10 minutes 22 seconds East and a chord distance of 17.80 feet;

THENCE along said curve to the left an arc length of 17.86 feet to a point for corner;

THENCE South 29 degrees 21 minutes 32 seconds East a distance of 92.36 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 0.755 acres or 32,877 square feet of land, more or less.

PUBLIC DRAINAGE EASEMENT

Being 0.755 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097

Date: May 16, 2020

Revised Date:

Revision Notes:

Sheet 5 of 5



REALSEARCH OF TEXAS, LLC

P.O. Box 1006, Godley, Texas 76044
Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
TBPLS Firm Registration # 10158200



© Copyright 2020, Realsearch of Texas, LLC

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 11, 2020


Consent Item

Subject: Consider Acceptance of a Public Drainage Easement for Three Tracts of Land Situated in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 1, Block 1, First Park Addition, as Recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas

Purpose: To provide the Board of Trustees the opportunity to consider acceptance of a public drainage easement for 0.030 acres (1,307 sq. ft.), 0.017 acres (762 sq. ft.), and 0.095 acres (4,133 sq. ft) for three tracts of land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 1, Block 1, First Park Addition, as recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas.

Background: The Arlington ISD is making site and storm water drainage improvements as a part of the Crow Elementary School Additions and Renovations Project. In conjunction with those improvements, the City of Arlington seeks to dedicate a public drainage easement on property owned by the City of Arlington immediately adjacent to the Crow property in order to construct storm water outfall improvements from the Arlington ISD storm water detention area. The easement encompasses three tracts of land – 0.030 acres (1,307 sq. ft.), 0.017 acres (762 sq. ft.), and 0.095 acres (4,133 sq. ft) and will improve storm water drainage conveyed from District property. The Arlington ISD will be responsible for installing riprap in two areas and a permanent renovation agreement between the two entities for a third area. The City of Arlington will be responsible for routine maintenance of the areas.

Recommendation: The administration recommends acceptance of a public drainage easement for 0.030 acres (1,307 sq. ft.), 0.017 acres (762 sq. ft.), and 0.095 acres (4,133 sq. ft) for three tracts of land in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 1, Block 1, First Park Addition, as recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn Date: June 3, 2020

After recording, return to:
Stuart Young, Real Estate Manager
City of Arlington
P.O. Box 90231, MS#01-0260
Arlington, Texas 76004-3231

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

**CITY OF ARLINGTON
DRAINAGE EASEMENT DEDICATION
And Design, Construction, and Renovation Agreement with
Arlington Independent School District**

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TARRANT §**

THAT in this instrument the following definitions shall apply:

AGREEMENT: This drainage easement dedication and design, construction, and renovation agreement by and between the City and District.

CITY: City of Arlington, a municipal corporation of Tarrant County, Texas.

DISTRICT: The Arlington Independent School District, a governmental entity, situated in Tarrant County, Texas, with the power of eminent domain.

PARTIES: Collectively, the City and District.

CONSIDERATION: The dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to City and District as the owners of certain adjacent property by reason of the Facilities, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY: As described in **Exhibits A and B**, attached hereto and made a part hereof for all purposes as if copied here verbatim; being situated within Meadowbrook Park, a public park within the City.

EASEMENT: A permanent drainage easement in, under, over, through, across, and along the Property.

EXISTING EASEMENT: The existing drainage easement identified and described in the Plat Revision for Lot 1, Block 1 of the First Park Addition to the City of Arlington, Texas and filed in the Public Records of Tarrant County, Texas under document number D196095186 and in the Plat Records of Tarrant County, Texas in Cabinet A, slide number 2855.

DISTRICT USE AREA: That area, within the Easement and the Existing Easement, described in **Exhibit C** attached hereto and made a part hereof for all purposes as if copied here verbatim.

FACILITIES: Storm drains, including, but not limited to, ditches, channels, headwalls, outfall structures, and erosion control rip-rap, together with all necessary appurtenances thereto.

PUBLIC USE: To lay, construct, reconstruct, inspect, repair, maintain, protect, replace, make connections to, and use the **Facilities**, including the right to build the Facilities on such grade and according to such plans and specifications as will, in the City's opinion, best serve the public purpose.

THAT the governing bodies of the Parties have each made the following findings, which are incorporated into the Agreement:

- A. In connection with the planned additions and renovations to Crow Elementary, the Parties wish to cooperate in the construction of the Facilities within the Easement and the Existing Easement, which would benefit both Parties.
- B. The construction of the Facilities (hereafter, "Project") requires the use of portions of public land heretofore designated and used as a park. Therefore, the City conducted a public hearing in accordance with Section 26.001 of the Texas Parks and Wildlife Code to consider the Project and determined that: (1) there is no feasible and prudent alternative to the use of the Property, and (2) the proposed Project includes all reasonable planning to minimize harm to Meadowbrook Park.
- C. The said Facilities are necessary for the benefit of the public, the Parties each have the legal authority to build or maintain the Facilities, and the construction and maintenance thereof is in the common interest of both Parties.
- D. The covenants and promises herein constitute adequate consideration to each of the Parties.
- E. The intent of each of the Parties is that in carrying out the Agreement, the City will not be required to bear any material or substantial costs, and that any interpretation of the terms herein, or of the obligations of the Parties, shall be upon that understanding.

THAT the Parties, for the consideration described herein, do hereby make this Agreement, and the City does hereby convey, dedicate, set apart, and reserve the Easement for the Public Use, upon the following terms and conditions:

1. The City shall have the right to forbid, prevent, remove, and keep removed from the Easement any and all structures, fences, trees, shrubs, excavations, impoundments of water, grade or elevation changes, and any other obstructions or encroachments which may, in the sole judgment of the City, endanger or interfere with the public's use and enjoyment of the Easement; together with the right and privilege at any and all times to enter said Easement tract or parcel of land, or any part thereof, for the purpose of exercising the said rights and with the right and privilege to perform all acts necessary to the use and enjoyment of said Easement; PROVIDED HOWEVER that the City shall not be responsible for the design, construction, and renovation of the Facilities.

2. The District, its successors and assigns, shall be responsible for the design, construction, and renovation of the Facilities within the District Use Area, which shall never be the responsibility of the City. Such renovations shall include reconstruction or repair of the Facilities when necessary to restore the designed functionality or capacity of the Facilities. Nevertheless, the City shall have

the right, but not the duty, responsibility, or obligation to construct, reconstruct, and maintain the Facilities, and shall have the right and privilege at any and all times to enter the District Use Area, or any part thereof as may be necessary to the proper use of any rights granted herein. The City shall have the right to review and approve the plans and surveys for such Facilities in advance of any construction, which said approval shall not be unreasonably withheld or delayed. Nothing herein shall relieve District from the obligation to comply with all City ordinances and codes in effect now or in the future. The District shall be solely responsible for any environmental abatement or remediation required to construct the Facilities. The responsibilities of the District shall include, but are not limited to, the following:

- a. The improvements and drainage area cross sections will be renovated as necessary to retain the approved designed slope, grade, contour, and volume, including any concrete or rip-rap stone structures.
- b. Areas of erosion will be renovated when necessary to repair the eroded area and prevent further erosion. Soil materials used in renovations and repairs will be of consistent and compatible characteristics with the surrounding materials and shall be compacted to a density equaling that of the undisturbed surrounding material.
- c. No additional improvements will be allowed within drainage easements without the advance written permission of the director of public works of the City.

3. All expenses in the planning, construction, and renovation of the Facilities shall be borne by the District. Upon completion of construction, reconstruction, or renovation of the Facilities all surplus excavation, debris, trash or litter resulting from said activities shall be cleaned up and hauled off the premises, and the surface of the District Use Area shall be restored substantially to its original contour and condition, other than the Facilities, at the expense of the District. In the event the District fails in its construction, renovation and repair responsibilities, upon reasonable notice and opportunity to cure to District, City shall have the right to perform such construction renovation and repair, and shall be entitled to recover its costs from the District.

4. The District will require any successor in interest of all or part of the Crow Elementary property, including any property owners association to accept full responsibility and liability for any Facilities in the District Use Area. The covenants shall include the full obligation and responsibility of necessary renovations to said Facilities.

5. Access to the District Use Area is retained by the City for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection and code enforcement.

6. The Agreement and the terms hereof shall be a covenant running with the land and be binding upon City and District and the successors, and assigns of each. Neither the Easement nor the Existing Easement, to the extent within the District Use Area, may be abandoned by the City without written concurrence by the District.

7. TO THE EXTENT ALLOWED BY LAW, DISTRICT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEYS' FEES FOR ANY NEGLIGENCE ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, CONDITION OR USE OF THE FACILITIES, INCLUDING ANY NON-PERFORMANCE OF THE FOREGOING.

8. This Agreement shall be construed under the laws of the State of Texas.

9. It is expressly understood and agreed that, in the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

TO HAVE AND TO HOLD said Easement unto the City of Arlington, its successors and assigns forever.

WITNESS my hand this _____ day of _____, 2020.

Jim Parajon
Deputy City Manager
City of Arlington

WITNESS my hand this _____ day of _____, 2020.

Kecia Mays
President, Board of Trustees
Arlington Independent School District

Acknowledgements on following page

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared **Jim Parajon**, known to me (or proved to me on the oath of _____ or through _____ *description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **the City of Arlington**, a corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 2020.

Notary Public in and for
the State of Texas

My commission expires on _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

DISTRICT CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared **Kecia Mays**, known to me (or proved to me on the oath of _____ or through _____ *description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for and as the act and deed of **the Arlington Independent School District**, a corporation of Tarrant County, Texas, and as the **President of the Board of Trustees** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 2020.

Notary Public in and for
the State of Texas

My commission expires on _____

EXHIBIT A
Page 1 of 2

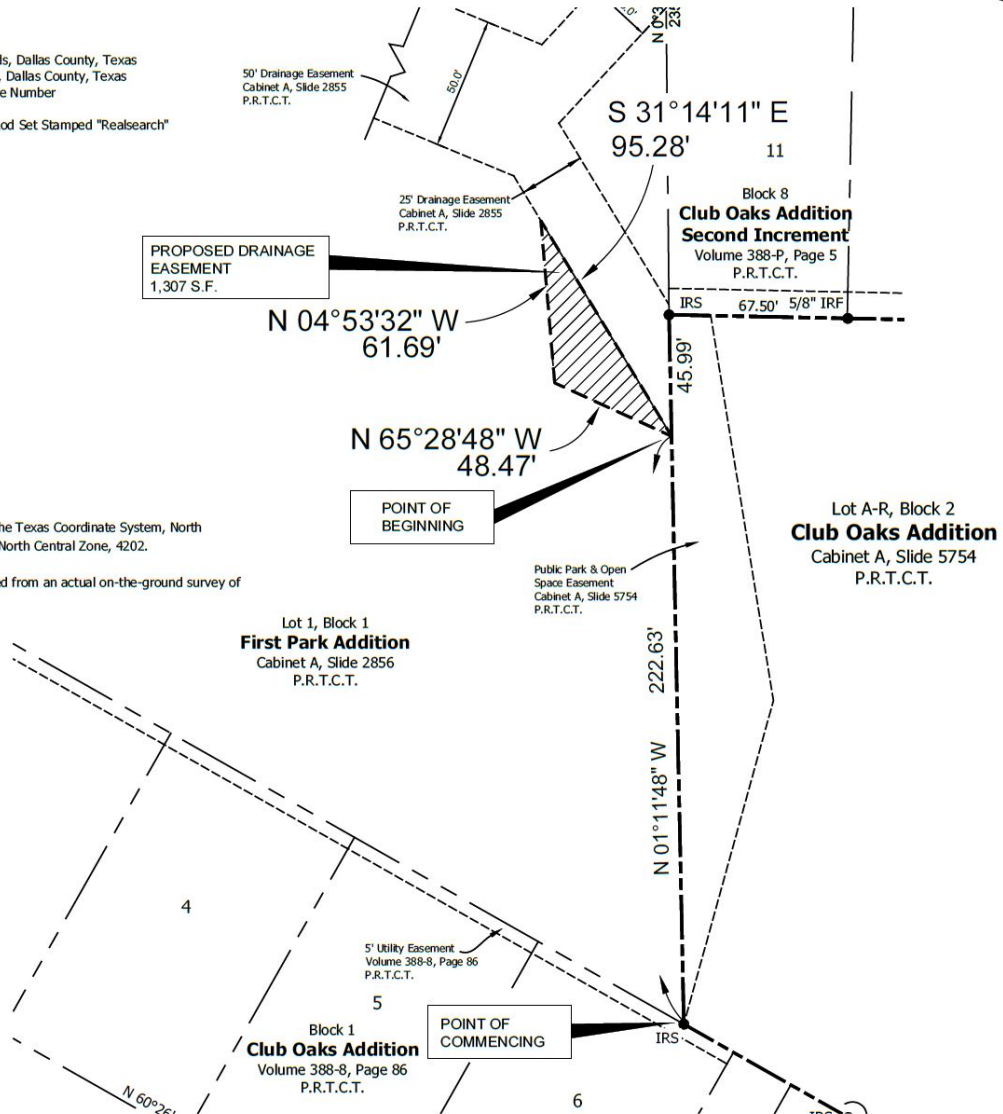
LEGEND

D.R.D.C.T. = Deed Records, Dallas County, Texas
 P.R.D.C.T. = Plat Records, Dallas County, Texas
 CCF# = County Clerk's File Number
 IRF = Iron Rod Found
 IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"



Notes

1. The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.
2. This exhibit was prepared from an actual on-the-ground survey of the subject property.

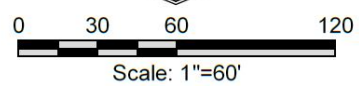


PUBLIC DRAINAGE EASEMENT
 Being 0.030 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097 Date: May 16, 2020
 Revised Date:
 Revision Notes:
 Sheet 1 of 2



REALSEARCH OF TEXAS, LLC
 P.O. Box 1006, Godley, Texas 76044
 Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
 "Thou shalt not remove thy neighbor's landmark" Deut. 19:14
 TBPLS Firm Registration # 10158200



©copyright 2020, Realsearch of Texas, LLC

EXHIBIT A
Page 2 of 2

METES AND BOUNDS DESCRIPTION

BEING a 0.030 acre tract of land situated in the L. Finger Survey, Abstract Number 528, City of Arlington, Tarrant County, Texas, and being a portion of Lot 1, Block 1, First Park Addition, as recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas, and being more particularly described as follows;

COMMENCING at the most southeasterly corner of said Lot 1 Block 1, First Park Addition, also being the most southwesterly corner of Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas;

THENCE North 01 degrees 11 minutes 48 seconds West along said common line of said Lot A-R, Block 2, Club Oaks Addition and said Lot 1, Block 1, First Park Addition a distance of 222.63 feet to a point on the southwesterly line of an existing 25 foot drainage easement and also being the POINT OF BEGINNING;

THENCE North 65 degrees 46 minutes 18 seconds West departing said common line and over and across said Lot 1, a distance of 48.47 feet to a point for corner;

THENCE North 04 degrees 53 minutes 32 seconds West a distance of 61.69 feet to a point for corner, said point also being along the southwesterly line of an existing 25 foot drainage easement;

THENCE South 31 degrees 14 minutes 11 seconds East along the southwesterly line of said existing 25 foot drainage easement a distance of 95.28 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 0.030 acres or 1,307 square feet of land, more or less.

PUBLIC DRAINAGE EASEMENT

Being 0.030 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097

Date: May 16, 2020

Revised Date:

Revision Notes:

Sheet 2 of 2



REALSEARCH OF TEXAS, LLC

P.O. Box 1006, Godley, Texas 76044
Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
TBPLS Firm Registration # 10158200



EXHIBIT B

Page 1 of 2

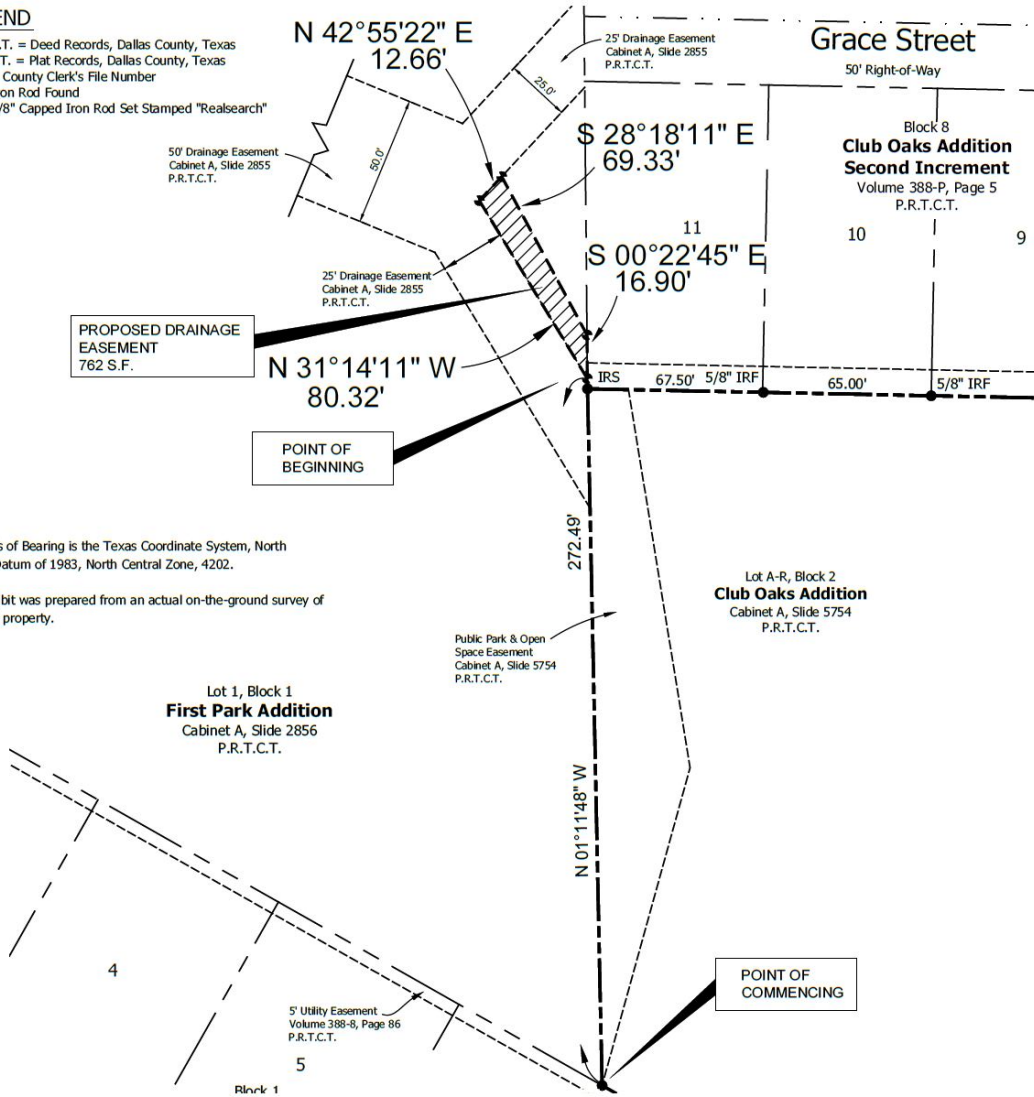
LEGEND

D.R.D.C.T. = Deed Records, Dallas County, Texas
 P.R.D.C.T. = Plat Records, Dallas County, Texas
 CCF# = County Clerk's File Number
 IRF = Iron Rod Found
 IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"



Notes

1. The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.
2. This exhibit was prepared from an actual on-the-ground survey of the subject property.

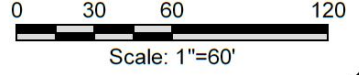


PUBLIC DRAINAGE EASEMENT
Being 0.017 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097 Date: May 16, 2020
 Revised Date:
 Revision Notes:
Sheet 1 of 2



REALSEARCH OF TEXAS, LLC
 P.O. Box 1006, Godley, Texas 76044
 Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
 TBPLS Firm Registration # 10158200



©Copyright 2020, Realsearch of Texas, LLC

EXHIBIT B
Page 2 of 2

METES AND BOUNDS DESCRIPTION

BEING a 0.017 acre tract of land situated in the L. Finger Survey, Abstract Number 528, City of Arlington, Tarrant County, Texas, and being a portion of Lot 1, Block 1, First Park Addition, as recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas, and being more particularly described as follows;

COMMENCING at the most southeasterly corner of said Lot 1 Block 1, First Park Addition, also being the most southwesterly corner of Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas;

THENCE North 01 degrees 11 minutes 48 seconds West along said common line of said Lot A-R, Block 2, Club Oaks Addition and said Lot 1, Block 1, First Park Addition a distance of 272.49 feet to a point on the southwesterly line of an existing 25 foot drainage easement and also being the POINT OF BEGINNING;

THENCE North 31 degrees 14 minutes 11 seconds West departing said common line and along the northeast line of an existing 25 foot drainage easement a distance of 80.32 feet to a point for corner;

THENCE North 42 degrees 55 minutes 22 seconds East along the southeast line of an existing 25 foot drainage easement a distance of 12.66 feet to a point for corner;

THENCE South 28 degrees 18 minutes 11 seconds East a distance of 69.33 feet to a point for corner;

THENCE South 00 degrees 32 minutes 04 seconds East along the westerly line of Lot 11, Block 8, Club Oaks Addition, Second Increment, as recorded in Volume 388-P, Page 5, Plat Records, Tarrant County Texas a distance of 19.90 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 0.017 acres or 762 square feet of land, more or less.

PUBLIC DRAINAGE EASEMENT
Being 0.017 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097
Revised Date:
Revision Notes:

Date: May 16, 2020

Sheet 2 of 2



REALSEARCH OF TEXAS, LLC

P.O. Box 1006, Godley, Texas 76044
Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
TBPLS Firm Registration # 10158200

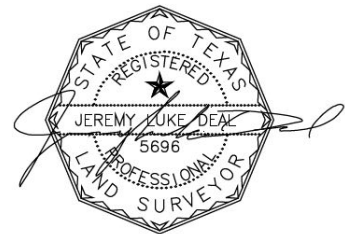
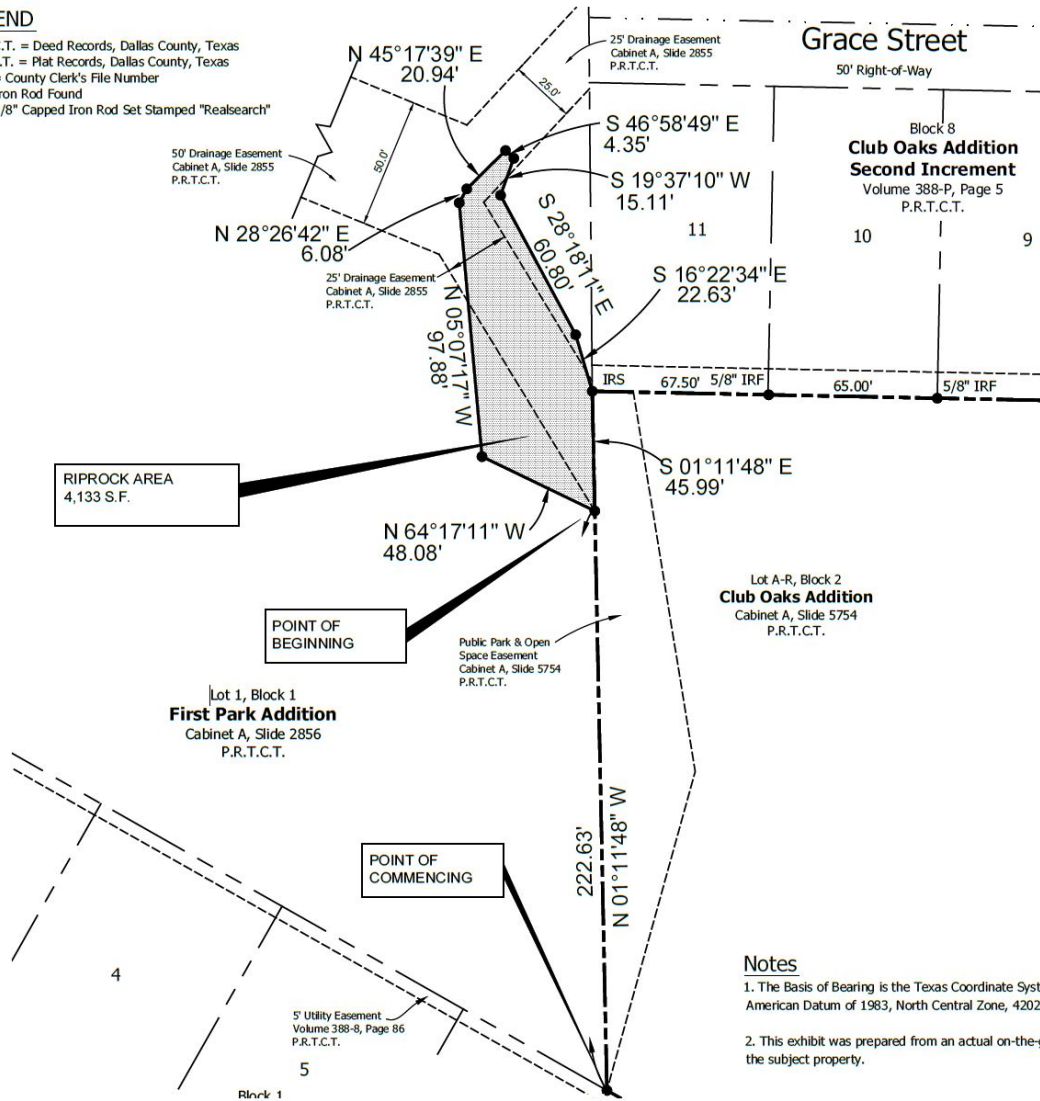


EXHIBIT C
Page 1 of 2

LEGEND

D.R.D.C.T. = Deed Records, Dallas County, Texas
 P.R.D.C.T. = Plat Records, Dallas County, Texas
 CCF# = County Clerk's File Number
 IRF = Iron Rod Found
 IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"



Notes

1. The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.
2. This exhibit was prepared from an actual on-the-ground survey of the subject property.

RIPRAP AREA
Being 0.095 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097 Date: May 19, 2020
 Revised Date:
 Revision Notes:
 Sheet 1 of 2



REALSEARCH OF TEXAS, LLC
 P.O. Box 1006, Godley, Texas 76044
 Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
 "Thou shalt not remove thy neighbor's landmark" Deut. 19:14
 TBPLS Firm Registration # 10158200

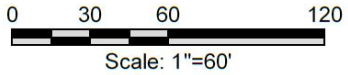


EXHIBIT C
Page 2 of 2

METES AND BOUNDS DESCRIPTION

BEING a 0.095 acre tract of land situated in the L. Finger Survey, Abstract Number 528, City of Arlington, Tarrant County, Texas, and being a portion of Lot 1, Block 1, First Park Addition, as recorded in Cabinet A, Slide 2855/2856, Plat Records, Tarrant County, Texas, and being more particularly described as follows;

COMMENCING at the most southeasterly corner of said Lot 1 Block 1, First Park Addition, also being the most southwesterly corner of Lot A-R, Block 2, Club Oaks Addition, as recorded in Cabinet A, Slide 5754, Plat Records, Tarrant County, Texas;

THENCE North 01 degrees 11 minutes 48 seconds West along said common line of said Lot A-R, Block 2, Club Oaks Addition and said Lot 1, Block 1, First Park Addition a distance of 222.63 feet to a point on the southwesterly line of an existing 25 foot drainage easement and also being the POINT OF BEGINNING;

THENCE North 64 degrees 17 minutes 11 seconds West departing said common line a distance of 48.08 feet to a point for corner;

THENCE North 05 degrees 07 minutes 17 seconds West a distance of 97.88 feet to a point for corner;

THENCE North 28 degrees 26 minutes 42 seconds East a distance of 6.08 feet to a point for corner;

THENCE North 45 degrees 17 minutes 39 seconds East a distance of 20.94 feet to a point for corner;

THENCE South 46 degrees 58 minutes 49 seconds East a distance of 4.35 feet to a point for corner;

THENCE South 19 degrees 37 minutes 10 seconds West a distance of 15.11 feet to a point for corner;

THENCE South 28 degrees 18 minutes 11 seconds East a distance of 60.80 feet to a point for corner;

THENCE South 16 degrees 22 minutes 34 seconds East a distance of 22.63 feet to a 5/8" capped iron rod found stamped "REALSEARCH" at the northwest corner of said Lot A-R, Block 2;

THENCE South 01 degrees 11 minutes 48 seconds East along the westerly line of said Lot A-R, Block 2 and the easterly line of said Lot 1, Block 1 a distance of 45.99 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 0.095 acres or 4,133 square feet of land, more or less.

RIPRAP AREA

Being 0.095 acres of land situated in the L. Finger Survey, Abstract Number 528, Tarrant County, Texas.

Project No.: 200097

Date: May 19, 2020

Revised Date:

Revision Notes:

Sheet 2 of 2



REALSEARCH OF TEXAS, LLC

P.O. Box 1006, Godley, Texas 76044

Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org

"Thou shalt not remove thy neighbor's landmark" Deut. 19:14

TBPLS Firm Registration # 10158200



©Copyright 2020, Realsearch of Texas, LLC

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 11, 2020

Consent Item

Subject: Designate Superintendent to Calculate No-New-Revenue Tax and Voter-Approval Tax Rates

Purpose:

To give the Board of Trustees the opportunity to designate the Superintendent to be responsible for ensuring the District's no-new-revenue tax rate and voter-approval tax rate are calculated and properly reported annually.

Background:

Texas Tax Code 26.04 (c) and Board Policy CCG (Legal) require the Board to designate an officer or an employee to calculate the District's no-new-revenue and voter-approval tax rates. This consent item designates the District Superintendent as the responsible officer for this purpose.

Recommendation:

Administration recommends approval

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:
	Prepared by: Tony Drollinger Date: June 5, 2020