

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
Thursday, May 4, 2023  
5:00 p.m.**

**NOTICE of Regular Meeting of the Board of Trustees at the Administration Building,  
Board Room, 690 East Lamar Boulevard, Arlington, Texas**

Meetings may be viewed online at [www.aisd.net](http://www.aisd.net). One or more members of the Board of Trustees may participate in this meeting via videoconference call. A quorum of the Board of Trustees will be physically present at the Administration Building.

*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 or non-agenda item shall be required to register at <https://www.aisd.net/boardmeetingspeakerrequest> **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.*

**CALL TO ORDER: 5:00 p.m., Board Chamber**

**CLOSED MEETING: Board Conference Room**

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. Term and Probationary Employee Contracts (as indicated above and below)
2. Administrative Appointments/Personnel Ratification
3. Superintendent Retirement Agreement
4. Discussion of Superintendent Applicants
5. Temporary Construction Easement Necessary to Install a Public Storm Water Drainage Collector on the Northwest Corner of the Gunn Junior High School Property Along Canongate Drive
6. Real Property Being Four Adjacent Tracts of Land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road)
7. Kelsey Groves
8. Rhonda Smith
9. Naming of Facilities

**RECONVENE INTO OPEN SESSION: 6:30 p.m., Board Room**

**OPENING CEREMONY:**

**PROGRAM AND/OR PRESENTATION:**

This time has been designated for the purpose of allowing programs and/or presentations relating to matters such as curricular, extracurricular, co- curricular and PTA type activities.

- A. Student Performance by Junior High All Region Orchestra
- B. Student of the Month

**PUBLIC HEARING:** None

**OPEN FORUM FOR AGENDA ITEMS:**

Must Pre-Register. Registration 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 two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

**APPOINTMENTS:**

- A. Consider Ratification of Administrative Appointment: (pg. 7)  
Principal for Williams Elementary

**ACTION:**

- A. Consider Approval of Teacher Probationary and Term Contracts (pg. 8)
- B. Consider Approval of Probationary and Term Contracts for Administrative and Professional Staff (pg. 9)
- C. Consider Proposed Termination of Probationary Contracts of Kelsey Groves and Rhonda Smith
- D. Consider Authorizing the Sale of Real Property being Four Adjacent Tracts of Land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road) Comprising a Total of 15.631 Acres Located in Grand Prairie, Tarrant County, Texas (pg. 10)
- E. Consider Superintendent Retirement Agreement
- F. Naming of Facilities

- G. Select Superintendent Lone Finalist
- H. Consider Nomination of an Arlington ISD Trustee for the Region 11, Position C, Seat on the Texas Association of School Boards (TASB) Board of Directors

**CONSENT AGENDA:**

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 43)
- B. Approval of Bids, Purchases, Construction Items: (pg. 46)  
23-12 Duff & South Davis Elementary Schools Addition & Renovation Project
- C. Approval of Minutes of Previous Meetings, April 2023 (pg. 53)
- D. Approval of a Resolution and a Temporary Construction Easement Necessary to Install a Public Storm Water Drainage Collector on the Northwest Corner of the Gunn Junior High School Property Along Canongate Drive (pg. 69)
- E. Approval of Second Amendment to Relocate the Cellular Site and Extend the Crown Castle / AT&T Site Lease for the Cell Tower Located on the Grounds of Martin High School (pg. 75)
- F. Approval of the University of Texas at Arlington – Support Effective Educator Development (SEED) Grant for Math Teachers (pg. 101)

**DISCUSSION:**

- A. Strategic Plan Update (pg. 103)

**PROGRAM AND/OR PRESENTATION:**

- C. Recognition of Outgoing Trustees Kecia Mays and John Hibbs

**OPEN FORUM FOR NON-AGENDA ITEMS:**

Must Pre-Register. Registration 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 two (2) 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:**

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**

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*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.

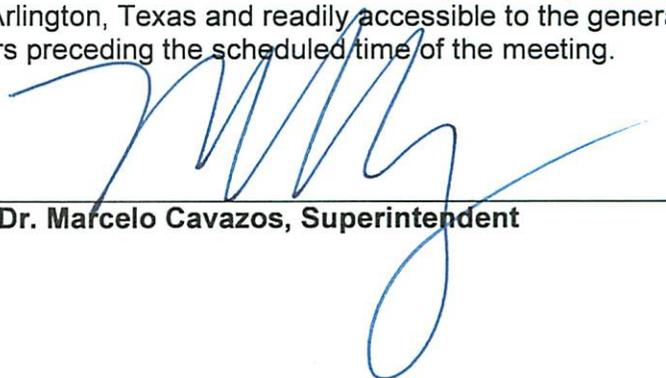
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

- 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 1<sup>st</sup> day of May, 2023 at 5:00 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, 690 East Lamar Boulevard, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



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**Dr. Marcelo Cavazos, Superintendent**

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

<b>Meeting Date:</b> May 4, 2023	<b>Action Item</b>
<b>Subject:</b> Ratification of Administrative Personnel	

**Purpose:**

The purpose of this action item is to ratify the appointment of the Principal for Williams Elementary.

**Background:**

Screening and interview committees consisting of administrative staff has submitted the name 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.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Scott Kahl
	<b>Date:</b> April 25, 2023

## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 4, 2023

**Action Item**

**Subject:** Approval of Teacher Probationary and Term Contracts

**Purpose:**

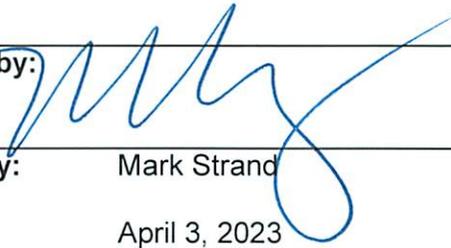
The purpose of this action item is to approve probationary teacher contracts and term teacher contracts.

**Background:**

One-year probationary contracts are issued each year to teachers until they are eligible to receive a term contract. After the probationary period is completed, teachers are issued a one-year term contract.

**Recommendation:**

The administration recommends that the Board approve the issuance of 1) one-year probationary teacher contracts to those teachers who are eligible to receive a probationary contract for the 2023-24 school year and 2) one-year term contracts to those teachers who are eligible to receive a term contract for the 2023-24 school year.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Mark Strand
	<b>Date:</b> April 3, 2023

## Arlington Independent School District Board of Trustees Communication

<b>Meeting Date:</b> May 4, 2023	<b>Action Item</b>
<b>Subject:</b> Approval of Probationary and Term Contracts for Administrative and Professional Staff	

**Purpose:**

The purpose of this action item is to approve probationary and term contracts for administrative and professional staff.

**Background:**

A probationary contract is issued for one year. Term contracts are issued each year for a one-year term. This contract replaces the employee's current contract.

**Recommendation:**

The administration recommends that the Board approve the issuance of one-year probationary contracts and one-year term contracts to administrative/professional staff for the 2023-24 school year as discussed in executive session.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Mark Strand
	<b>Date:</b> April 25, 2023

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

<b>Meeting Date:</b> May 4, 2023	<b>Action Item</b>
<b>Subject:</b> Consider Authorizing the Sale of Real Property Being Four Adjacent Tracts of Land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road) Comprising a Total of 15.631 Acres Located in Grand Prairie, Tarrant County, Texas	

**Purpose:**

To give the Board of Trustees the opportunity to discuss and possibly act on authorizing the sale of real property being four adjacent tracts of land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road) comprising a total of 15.631 acres located in Grand Prairie, Tarrant County, Texas. The properties are located on the southeast corner of the intersection of Camp Wisdom Road and Lake Ridge Parkway in Grand Prairie, Tarrant County, Texas.

**Background:**

AISD owns four adjacent parcels of land at the southeast corner of the intersection of Camp Wisdom Road and Lake Ridge Parkway in Grand Prairie, Tarrant County, Texas. The property at 5200 Lake Ridge Parkway is approximately 3.35 acres, 2501 Lynn Road is approximately 11.145 acres, 2912 Lynn Road is approximately 0.971 acres and 2914 Lynn Road 0.165 acres. Together the four parcels total approximately 15.631 acres. The properties were being held in reserve for a new elementary school. Residential development in this area has slowed substantially as it is virtually built out. This coupled with the proximity to district boundaries for both Grand Prairie ISD and Mansfield ISD, the Arlington ISD no longer needs this property for the operation of the district.

The Board of Trustees approved a resolution on June 21, 2022, declaring the property to be surplus to the District's operations and authorizing the sale of the property. An offer has been received for the purchase of the property. AISD and the offerer have agreed to terms for the transaction including the purchase price, 150-day objections period, 90-day feasibility period, closing within 30 days of the end of the feasibility period, earnest money deposit of \$25,000 and realtor commission. The instruments required for the sale of the property have been prepared for execution by the Board President.

**Recommendation:**

Administration recommends that the Board approve the sale of real property being four adjacent tracts of land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road) comprising a total of 15.631 acres located in Grand Prairie, Tarrant County, Texas, on the southeast corner of the intersection of Camp Wisdom Road and Lake Ridge Parkway in Grand Prairie, Tarrant County, Texas.

<p><b>Submitted to:</b></p> <p>Board of Trustees Arlington Independent School District</p>	<p><b>Submitted by:</b> </p> <hr/> <p><b>Prepared by:</b> Wm. Kelly Horn</p> <hr/> <p><b>Date:</b> April 26, 2023</p>
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**EARNEST MONEY CONTRACT**

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Earnest Money Contract (“Contract”) is made by and between ARLINGTON INDEPENDENT SCHOOL DISTRICT, of Arlington, Tarrant County, Texas, referred to as “Seller,” whose address is 690 E. Lamar Blvd., Suite 433, Arlington, Texas 76011, Email: [whorn@aisd.net](mailto:whorn@aisd.net), and WIRE ACQUISITIONS, LLC, referred to as “Buyer,” whose address is 2707 Carriage Trail, McKinney, Collin County, Texas 75072, Email: [swoodruff@wireproperties.com](mailto:swoodruff@wireproperties.com), upon the following terms and conditions.

ARTICLE I

**Purchase and Sale**

1.01 Subject to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the SURFACE ESTATE ONLY (as defined below) of a tract of land containing approx. 15.416 acres, located in Tarrant County, Texas, more particularly described in Exhibit A attached (the “Property”).

1.02 RESERVATION FROM SALE. As used herein, the term “SURFACE ESTATE ONLY” means that Seller reserves all its rights in the mineral estate of Property. Notwithstanding the foregoing reservation of the mineral estate, the Special Warranty Deed to be delivered by Seller to Buyer at Closing shall provide that Seller waives (the “Surface Waiver”), as a part of this conveyance, all of Seller’s right to use the surface of the Property for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

ARTICLE II

**Purchase Price**

2.01 The “Purchase Price” of the Property shall be the sum of \$5,305,015.58. Buyer shall deposit with the “Title Company” (as defined in Article V of this Contract), the sum of \$25,000.00 as earnest money to bind this sale (the “Earnest Money”).

**Payment of Purchase Price**

2.02 The Purchase Price shall be payable in cash at Closing.

ARTICLE III

**Condition of Title and Title Report and Survey**

3.01 **Preliminary Title Report.** From the date of receipt of the Earnest Money by the Title Company (the “Effective Date”), Title Company shall within ten (10) days with due diligence prepare and issue to both Seller and Buyer a title commitment in Texas standard form (the “Title Report”) concerning the Property.

3.02 **Procedures for Objections to Title.** Buyer shall give Seller written notice on or before the expiration of 150 days after the Effective Date, that the condition of title, as set forth in the Title Report or Survey (as defined below), is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer; provided, that Seller will satisfy at or before Closing all obligations under Schedule C of the Title Report that are applicable to Seller. In the event Seller (i) fails or is unable to eliminate such exceptions to title to the reasonable satisfaction of Buyer within 7 days prior to the date of Closing, or (ii) provides written notice to Buyer of Seller’s unwillingness to remove an objection to title, Buyer, at its option, may terminate this Contract without liability to Seller by providing Seller with written notice of same prior to

Closing, in which event the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to Closing by providing Seller with written notice of same. Any items in the Title Report or on the Survey to which Buyer does not timely object or which Buyer objects but subsequently waives are herein called the "Permitted Exceptions".

3.03 **Survey**. Seller will furnish Buyer a metes and bounds survey of the Property. If Buyer deems Seller's survey inadequate, Buyer may order a new survey at Buyer's sole cost and expense. The survey or surveys are herein called the "Survey".

#### ARTICLE IV

##### **Additional Conditions of Sale**

In addition to the foregoing and subsequent terms and conditions, the following terms and conditions shall apply:

4.01 **No Warranties**. Buyer represents and acknowledges that by the Closing Date, Buyer shall have fully informed and satisfied itself as to all matters relevant to the acquisition, use, and development of the Property, including, without limitation, all environmental matters with respect to the Property.

**EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, THE SPECIAL WARRANTY OF TITLE IN THE DEED AND ANY OTHER REPRESENTATIONS OR WARRANTIES IN THE DOCUMENTS TO BE EXECUTED BY SELLER AT CLOSING, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY SELLER, ITS AGENTS, ADMINISTRATORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, ATTORNEYS, TRUSTEES, OR OTHER AFFILIATES.**

**EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THE DEED, AND EXCEPT FOR ANY OTHER REPRESENTATIONS OR WARRANTIES IN THE DOCUMENTS TO BE EXECUTED BY SELLER AT CLOSING AND EXCEPT AS**

**EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN “ASIS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, SUBJECT TO ANY CONDITION THAT MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE ON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON SELLER’S BEHALF, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) BUYER HAS, OR WILL HAVE BEFORE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT THAT BUYER MAY DEEM NECESSARY IN ORDER TO FULLY EVALUATE THE PROPERTY; AND (C) BUYER IS RELYING SOLELY ON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER IN PURCHASING THE PROPERTY. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, SELLER HAS NO (AND BUYER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY BUYER. TO THE GREATEST EXTENT ALLOWED BY LAW, SELLER SPECIFICALLY — WITHOUT LIMITATION — DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY FOR ANY CONSTRUCTION DEFECTS.**

Buyer’s acknowledgements and agreements in this Section 4.01 shall survive Closing and shall not merge with the deed and be included in the deed to the Buyer, with appropriate modification of terms as the context may require.

4.02 **Environmental Matters.** After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property will be Buyer’s absolute responsibility, regardless of whether such environmental problems existed or were known or unknown at Closing.

**BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES THAT COULD ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER FURTHER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY’S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM ANY ENVIRONMENTAL PROBLEMS ATTRIBUTABLE TO ANY RELEASE OR MIGRATION OF HAZARDOUS MATERIALS ONTO THE PROPERTY FIRST OCCURRING AFTER THE CLOSING, INCLUDING, WITHOUT LIMITATION,**

**LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.**

The above provisions shall be included in the deed to the Buyer, with appropriate modification of terms as the context may require.

4.03 **No Other Commissions.** Seller shall pay a commission of three percent (3%) of the first \$1,000,000 of the purchase price and two percent (2%) thereafter to Akin Realty Group (“Buyer’s Broker”) representing the Buyer in this transaction and three percent (3%) of the first \$1,000,000 of the purchase price and two percent (2%) thereafter to Peyco Southwest Realty Inc. (“Seller’s Broker”) representing the Seller in this transaction. Buyer and Seller each represent and warrant to the other that no other real estate broker or agent has been used or consulted by such representing party in connection with the negotiation or execution of this Contract or the purchase and sale of the Property. EXCEPT FOR THE FOREGOING FEES PAYABLE TO SELLER’S BROKER AND BUYER’S BROKER, BUYER AGREES THAT BUYER WILL DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND ACTIONS FOR BROKERAGE, COMMISSION, FINDER’S, OR OTHER FEES RELATING TO BUYER’S NEGOTIATION OR EXECUTION OF THIS CONTRACT OR BUYER’S PURCHASE OF THE PROPERTY, AND ANY COURT COSTS, ATTORNEYS’ FEES, OR OTHER COSTS OR EXPENSES ARISING THEREFROM, TO THE EXTENT ASSERTED AGAINST SELLER BY ANY BROKER OR OTHER PERSON (OTHER THAN SELLER’S BROKER AND BUYER’S BROKER) AND CLAIMING BY, THROUGH OR UNDER BUYER OR WHOSE CLAIM IS BASED ON BUYER’S ACTS.

4.04 **No Waiver.** Buyer expressly understands that Seller is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.

4.05 **Inspections.** Buyer and Buyer's agents may enter the Property before the Closing Date to inspect it, as long as they do not unreasonably interfere with existing activities on or occupants of the Property. Buyer agrees to abide by reasonable entry rules imposed by Seller.

a. **Tests and Studies.** Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser any and all, leases, service contracts, environmental studies, traffic studies, or any other tests or studies which have been completed regarding the Property (the "Studies") which are in Seller's possession. Buyer may use the Studies in the course of its due diligence, and upon Closing, shall take ownership of them. At Closing, Seller shall warrant that all Studies have been paid for in full.

b. **Maps and Drawings.** Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser copies of any and all existing surveys, plats, grading maps, topography maps, utility maps, engineering plans, previously approved site plans, and any other maps or plans of any kind, which have been completed regarding the Property (the "Maps"), which are in Seller's possession. Buyer may use the Maps in the course of its due diligence, and upon Closing, shall take ownership of them. At Closing, Seller shall warrant that all Maps have been paid for in full.

c. **Feasibility Period.** Buyer shall have ninety (90) days (ending at 5:00 p.m. Central Time (Standard or Daylight Savings as applicable) on the 90<sup>th</sup> day after the Effective Date) in which to conduct such physical inspections and other tests, examinations, studies and appraisals on the Property, as Buyer deems necessary (the

“Feasibility Period”). For this privilege, a portion of the Earnest Money in the amount of \$100.00 (“Independent Consideration”) shall be independent and non-refundable consideration and will be distributed to Seller upon any termination of this Contract (and for the sake of clarity, any provision of this Contract that states that the Earnest Money is to be returned to Buyer means that the Earnest Money, less the Independent Consideration, is to be returned to Buyer). Seller shall provide any reasonably requested information to Buyer, provided that obtaining such information is at no additional cost to the Seller. If Buyer elects, for any reason, not to proceed with this transaction, then Buyer may terminate this Contract by giving written notice to Seller prior to the expiration of the Feasibility Period. In the event of such written notification of termination, the Earnest Money (less the Independent Consideration) shall be returned to the Buyer within three (3) business days, and all parties shall have no further obligations with respect to this Contract. If the Feasibility Period expires without having been terminated by Buyer, the Earnest Money shall be considered earned by the Seller and non-refundable to Buyer, and at Closing, shall be credited to the Purchase Price.

d. **Civil Engineering/Zoning/Site Plan.** Buyer shall have 90 days from the expiration of the Feasibility Period (such 90 day period being herein called the “Entitlement Period”) to obtain the approval of the City of Grand Prairie (the “City”) of civil engineering drawings, the site plan and zoning for Buyer’s proposed development, including a Sprout’s Market (all such approvals being herein called the “Entitlements”). If despite its diligent efforts, Buyer is unable to obtain all Entitlements by the expiration of the initial 90-day Entitlement Period, Buyer shall be entitled to extend the Entitlement period for up to three (3) periods of forty-five (45) days each (for a total of 135 additional days if all extension

options exercised). If at the expiration of the Entitlement Period, as it may be extended, Buyer has not received all of the Entitlements, then Buyer may either terminate this Contract and receive an immediate refund of the Earnest Money (less Independent Consideration) or Buyer may waive the contingency and move forward towards Closing by providing written notification to Seller of Buyer's intention to do so (such written notice shall be delivered to Seller no later than the five (5) business days after the expiration of the Entitlement Period). If the City of Grand Prairie does not issue all Entitlements, and Buyer does not elect to waive the foregoing civil engineering plans/zoning/site plan contingency, this Contract shall terminate whereby the Earnest Money shall be immediately returned to the Buyer less Independent Consideration. If the City of Grand Prairie grants all Entitlements, Buyer shall close this transaction on the Closing Date. **Seller will cooperate with Buyer (at Buyer's expense) to make an application for a zoning change, site plan approval and other government approvals, if necessary, in order to allow the construction of a Sprout's Market on the property or another use approved by Seller (the "Rezoning").** Seller agrees to sign and join in applications or other documentation required by any governmental authority in connection with the rezoning or other Entitlements.

4.06 **DTPA.** Each of Seller and Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted assigns and successors of Buyer hereafter, that the Texas Deceptive Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. Accordingly, each party's rights and remedies with respect to the transaction contemplated under this Contract, and with respect to

all acts or practices of the other party — past, present, and future — in connection with such transaction, shall be governed by legal principles other than the DTPA.

## ARTICLE V

### **Closing**

5.01 The Closing shall be held at Lawyer’s Title Company, 1400 W. Abram St., Arlington, Tarrant County, Texas, (“Title Company”), on or before the date that is thirty (30) days after the expiration of the Entitlement Period (the “Closing Date”), in the offices of the Title Company; provided, that if the Entitlements are issued during one of the three 45-day extensions of the Entitlement Period, and not during the initial 90-day Entitlement Period, then the Closing Date shall be thirty (30) days after issuance of the Entitlements.

5.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above, and Seller will execute and deliver to Buyer a SPECIAL WARRANTY DEED conveying title to the Property to Buyer, which deed shall conform to the provisions of this Contract. The deed will also exclude from the warranty of title any Permitted Exceptions. At Closing, each party shall deliver to the Title Company (a) such other evidence of the authority and capacity of such party and its representatives as the Title Company may reasonably require and (b) such other documents as the Title Company may reasonably require to close the transaction and issue to the Buyer the Owner’s Policy of Title Insurance.

5.03 Title Company shall deliver to Buyer, at Buyer’s sole expense, a Texas Owner’s Title Policy issued by a title insurance company acceptable to Buyer in Buyer’s favor in the full amount of the Purchase Price, insuring Buyer’s fee simple title to the Property, subject only to the Permitted Exceptions including the standard printed exceptions contained in the usual form of the

Texas Owner's Title Policy. At Buyer's option, the Owner's Title Policy may contain such changes and endorsements as the Title Company is willing to include.

5.04 **Closing Costs**. The following costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy:	Buyer
Escrow fee:	Seller and Buyer equally
Survey costs:	Buyer for new survey if requested
Seller for release of liens, if any:	Buyer for all other documents required to be recorded
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the state of Texas and has no ad valorem tax liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Roll back Taxes: Any roll back taxes as may become due as a result of a change in use of the Property or on any other basis are not the responsibility of Seller.

## ARTICLE VI

### **Earnest Money**

6.01. At the Closing, Buyer's Earnest Money shall be paid over to Seller and applied to the Purchase Price.

## ARTICLE VII

### **Breach By Seller**

7.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, and Buyer is not in default, Buyer may (i) enforce specific performance as its sole remedy against Buyer; or (ii) terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing the parties from this Contract.

## ARTICLE VIII

### **Breach by Buyer**

8.01 In the event Buyer should fail to consummate the purchase of the Property in violation of Buyer's obligation to do so, and Seller is not in default, Buyer is in default, and Seller shall have the right as its sole remedy to be paid the Earnest Money for the failure of Buyer to perform the duties imposed upon it by the terms and provisions of this Contract.

## ARTICLE IX

### **Miscellaneous**

9.01 This Contract is subject to the following additional terms and conditions:

a. **Assignment of Contract.** Except as provided in the following sentence, this Contract is not assignable by Buyer or Seller. Notwithstanding the foregoing, Buyer may assign this Contract to an affiliate of Buyer.

b. **Survival of Covenants.** Representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided in this Contract to survive Closing or that pertain to a period of time following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

c. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Contract shall be in Tarrant County, Texas.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors, and assigns.

e. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Contract.

f. **Attorneys' Fees and Legal Expenses.** Should either party institute any action or proceeding in court to enforce any provision of the Contract or for damages by reason of any alleged breach of any provision of this Contract or for any other remedy, only the Seller as the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court and other costs incurred in connection with said proceeding.

g. **Disputes.** Buyer agrees to fully exhaust its administrative remedies under the Seller's Policy GF (LOCAL) before seeking judicial relief of any type, as permitted by this Contract, in connection with any matter related to this Contract. A copy of this policy is attached hereto and incorporated herein as Exhibit "A-1." The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Buyer's complaint must be reduced to writing and filed with the appropriate administrator of Arlington ISD within 90 days of the event or action that is the subject of the complaint.

h. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. When the context requires, singular nouns and pronouns include the plural.

i. **Calculation of Dates and Times.** Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday under the laws of the State of Texas, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Central Standard Time or Central Daylight Time, as then applicable.

j. **Time of the Essence.** Except as expressly stated otherwise, time is of the essence with respect to the performance of all obligations provided in the Contract and the consummation of all transactions contemplated by it.

k. **Prior Agreements Superseded.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within matter.

l. **Headings.** The headings of sections or paragraphs are for purposes of convenient reference only. Headings shall not be construed to alter the meaning of any provision of this Contract.

m. **Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.

n. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not

incorporated in writing in this Contract. This Contract may be amended only by an instrument in writing signed by the parties.

o. **No Waiver.** Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the Seller or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

p. **Condemnation.** If prior to the Closing Date condemnation proceedings are commenced against the Property, then Buyer at its option may terminate this Contract and the Earnest Money shall be refunded to Buyer. If prior to the Closing Date condemnation proceedings are commenced against the Property and Buyer does not elect to terminate this Contract, then the parties shall proceed to Closing and at Closing Seller shall assign to Purchaser any condemnation award.

q. **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given upon the first to occur of (i) delivery in person or by email transmission to the address set forth above for the party to whom the notice is given; (ii) three (3) days after placing in the United States mail by certified mail addressed to the address set forth above; or (iii) one (1) day after deposit into the custody of Federal Express Corporation or other reputable overnight delivery service to be sent by overnight delivery, addressed to such party at the address specified above. From time to time either party may designate another address within the United States of America for all purposes of this Contract by giving the other party not less than 10 days advance written notice of such change of address in accordance with the provisions hereof.

EFFECTIVE as of the date of delivery and receipt of a fully executed original of this Contract and Earnest Money to the Title Company.

SIGNATURE PAGE FOLLOWS

SELLER:

ARLINGTON INDEPENDENT SCHOOL DISTRICT

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

DATE: \_\_\_\_\_

Title: \_\_\_\_\_

BUYER:

WIRE Acquisitions, LLC

By: R. Scott Woodruff

DATE: 4/25/23

R. Scott Woodruff  
(Type or print name of authorized representative)

Manager  
(Title of authorized representative)

Receipt of a fully executed original of the Contract and earnest money in the amount of \$\_\_\_\_\_ is acknowledged. LAWYERS TITLE COMPANY

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

Time: \_\_\_\_\_

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

## EXHIBIT A

BEING a tract of land located in the JUAN ARMENDARIS SURVEY, ABSTRACT No. 1766, City of Grand Prairie, Tarrant County, Texas and being a portion of that certain tract of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D203196857 of the Official Public Records of Tarrant County, Texas and all those certain tracts of land described in deed to Arlington Independent School District (ASID), recorded in Clerk's File No. D207184969 of the Official Public Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with yellow plastic cap stamped "BRITAIN & CRAWFORD" in the Southwest boundary line of said AISD Tract, being the Northeast corner of Block 1, Lake Parks Amenity Center Addition, an addition to the City of Grand Prairie, Texas, according to the plat recorded in Cabinet A, Slide 9042 of the Plat Records of Tarrant County, Texas, and lying in the East right-of-way line of Lake Ridge Parkway (a variable width right-of-way) as described in Right-of-Way Deed for said Lake Ridge Parkway to the City of Grand Prairie, recorded in Clerk's File No. D211143326 of the Official Public Records of Tarrant County, Texas;

THENCE along the said East right-of-way line of Lake Ridge Parkway as follows:

NORTHEASTERLY, 83.76 feet along a Curve to the Left, having a radius of 1250.0 feet, a central angle of 03° 50' 21" and a chord bearing N 16° 12' 48" E, 83.74 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of another Curve to the Left;

NORTHEASTERLY, 150.70 feet along said Curve to the Left, having a radius of 761.67 feet, a central angle of 11° 20' 09" and a chord bearing N 14° 43' 50" E, 150.45 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of a Curve to the Right;

NORTHEASTERLY, 32.11 feet along said Curve to the Right, having a radius of 288.33 feet, a central angle of 06° 22' 48" and a chord bearing N 14° 25' 37" E, 32.09 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of a Curve to the Left;

NORTHEASTERLY, 62.53 feet along said Curve to the Left, having a radius of 311.67 feet, a central angle of 11° 29' 46" and a chord bearing N 11° 52' 08" E, 62.43 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

N 00° 18' 29" W, at 144.70 feet passing the Northeast corner of aforesaid Right-of-Way Deed, lying in the Easterly right-of-way line of aforesaid Lake Ridge Parkway (a variable width right-of-way) as described in Right-of-Way Deed for Lake Ridge Parkway and Camp Wisdom Road to the City of Grand Prairie, recorded in Volume 17225, Page 485 of the Official Public Records of Tarrant County, Texas and continuing in all a total distance of 195.40 feet along said right-of-way line to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the Southerly right-of-way line of said Camp Wisdom Road;

THENCE along the Southerly right-of-way line of said Camp Wisdom Road as follows:

N 44° 45' 01" E, 97.57 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

N 89° 45' 01" E, 176.66 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

NORTHEASTERLY, 83.54 feet along said Curve to the Left, having a radius of 1190.00 feet, a central angle of 04° 01' 20" and a chord bearing N 87° 44' 22" E, 83.52 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

N 85° 43' 43" E, 99.74 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Right;

NORTHEASTERLY, 77.14 feet along said Curve to the Right, having a radius of 808.00 feet, a central angle of 05° 28' 12" and a chord bearing N 88° 27' 49" E, 77.11 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve and the Beginning of another Curve to the Right;

SOUTHEASTERLY, 809.22 feet along said Curve to the Right, having a radius of 1070.00 feet, a central angle of 43° 19' 54" and a chord bearing S 67° 08' 07" E, 790.07 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

S 45° 28' 01" E, 10.31 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" in the Northerly right of way line of Bee Drive (a 50-foot wide right-of-way) according to the plat recorded in Clerk's File No. D210292443 of the Plat Records of Tarrant County, Texas;

THENCE along the said Northerly right-of-way line of Bee Drive as follows:

S 00° 28' 10" E, 28.28 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

S 44° 31' 50" W, 191.66 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

SOUTHWESTERLY, 198.70 feet along said Curve to the Right, having a radius of 275.00 feet, a central angle of 41° 23' 55" and a chord bearing S 65° 13' 48" W, 194.40 feet to an "X" cut in concrete sidewalk at the End of said Curve;

S 85° 55' 45" W, 369.15 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Beginning of a Curve to the Left;

SOUTHWESTERLY, 259.64 feet along said Curve to the Left, having a radius of 325.00 feet, a central angle of 45° 46' 24" and a chord bearing S 63° 02' 32" W, 252.79 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the End of said Curve;

S 40° 09' 26" W, 109.17 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Northeast corner of aforesaid Block 1, Lake Parks East Amenity Center Addition;

THENCE along the Northeast boundary line of said Block 1 as follows:

N 56° 05' 03" W, 203.43 feet to a 1/2-inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294";

N 67° 14' 01" W, 193.75 feet to the PLACE OF BEGINNING, containing 15.416 acres of land.

PUBLIC COMPLAINTS

GF  
(LOCAL)

**Complaints**

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint  
Processes

Complaints by members of the public shall be filed in accordance with this policy, except that complaints concerning instructional resources shall first be filed in accordance with the EF series, with appeals submitted in accordance with GF after the relevant complaint process.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from  
Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the

appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to accommodate scheduling conflicts for hearings. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

PUBLIC COMPLAINTS

GF  
(LOCAL)

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint, including copies.

Complaint and Appeal Forms Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

**Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a

conference with the Level Two administrator to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### **Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three conference shall be an informal conference. The conference may be recorded. The purpose of the Level Three conference is to determine if any administrative resolution is available that the complainant and the administration can agree upon absent further appeal. If a resolution is agreed upon, then the appeal is concluded.

Absent extenuating circumstances, the Level Three administrator shall provide the individual a written response within ten days following the conference.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

#### **Level Four**

If the individual did not receive the relief requested at Level Three or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the lower level appeals. The individual may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

**Complaints**

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except that complaints concerning instructional resources shall first be filed in accordance with the EF series, with appeals submitted in accordance with GF after the relevant complaint process.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the

appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to accommodate scheduling conflicts for hearings. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

PUBLIC COMPLAINTS

GF  
(LOCAL)

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint, including copies.

Complaint and Appeal Forms Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

**Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a

conference with the Level Two administrator to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### **Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three conference shall be an informal conference. The conference may be recorded. The purpose of the Level Three conference is to determine if any administrative resolution is available that the complainant and the administration can agree upon absent further appeal. If a resolution is agreed upon, then the appeal is concluded.

Absent extenuating circumstances, the Level Three administrator shall provide the individual a written response within ten days following the conference.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

#### **Level Four**

If the individual did not receive the relief requested at Level Three or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the lower level appeals. The individual may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

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New Employees Hired 4/7/2023-5/3/2023

Last Name	First Name	Location/Organization	Subject/Position	Start Date	Level
HUTTENMUELLER	GRISELDA	HUMAN RESOURCES	ANALYST - ESSER	3/31/2023	ADMIN
SIMS	ERIKA	HUMAN RESOURCES	COORDINATOR	4/5/2023	ADMIN
ELLIS	TAMIKO	CURRICULUM & INSTRUCTION	CURRICULUM COORDINATOR	3/31/2023	ADMIN
YANCY	CHRISSHARRAH	HUMAN RESOURCES	GENERALIST	4/11/2023	ADMIN
HULLA	RYAN	RESEARCH & ACCT.	RESEARCH ANALYST-QUANTITATIVE	4/11/2023	ADMIN
PEREZ	SARAH	RESEARCH & ACCT.	RESEARCH ANALYST-QUANTITATIVE	4/20/2023	ADMIN
ROPER	WAUKESHA	STUDENT OUTREACH	SOCIAL WORKER	3/30/2023	ADMIN
YARBROUGH	JAYLA	BRYANT	1ST ESL	4/11/2023	ELEM
BROWN	AMBER	GOODMAN	4TH ESL	4/14/2023	ELEM
BLACK	MELISSA	WEBB	5TH ESL	3/28/2023	ELEM
VARGAS	LACY	LITTLE	ALT CURRICULUM	4/11/2023	ELEM
LEWIS	BRYIA	LARSON	ART	4/5/2023	ELEM
WASZKIEWICZ	CLONISHA	ADAMS	COUNSELOR	4/4/2023	ELEM
DIPAOLA	BRENDA	STARRETT	LIBRARIAN	4/24/2023	ELEM
MILLER	VICTORIA	DUNN	PRE K ESL	3/22/2023	ELEM
RUSSELL	SHAI	MARTIN	CHEMISTRY	4/14/2023	SEC
BURNHAM	SHANNON	SAM HOUSTON	ELAR	4/11/2023	SEC
HERRON	JANELLE	LAMAR	ENGLISH/READING	4/11/2023	SEC
REEVES	NOLAN	WORKMAN	ENGLISH/READING	4/18/2023	SEC
COLEMAN	TESEA LAISE	ARLINGTON	FAMILY CONSUMER SCIENCE	3/29/2023	SEC
CORTINAS	MICHAEL	SAM HOUSTON	HISTORY	4/14/2023	SEC
KITCHEN-NEAL	MARY	ARLINGTON	INCLUSION	4/11/2023	SEC
KIRKLAND	MISTY	MARTIN	MATH	4/14/2023	SEC
FUNDERBUNK	AMANDA	GUNN	SCIENCE	4/5/2023	SEC
RODRIQUEZ	REECE	SEGUIN	SCIENCE/COACH	4/11/2023	SEC
MILLER	ANTOINETTE	LAMAR	SEAS	4/14/2023	SEC

**Elementary Summary**

Teacher	2
Teacher ESL	4
Admin/Other	2
<b>Total</b>	<b>8</b>

**Secondary Summary**

Teacher	8
Teacher ESL	3
Admin/Other	7
<b>Total</b>	<b>18</b>
<b>Grand Total</b>	<b>26</b>

**Separation of Service - Effective Between March 21, 2023 to April 20, 2023  
For Information Only. No Board Action Required.**

CODE	LAST	FIRST	LOCATION	TITLE	TERM DATE	YRS
Employee Initiated - Unhappy with Job (1)	Corley	Mikellya	Thornton Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	4/5/2023	0
Employee Initiated -Returning to (1)	Escobar	Gabriela	McNutt Elementary	Classroom Assistant Elementary - Pre-K	3/26/2023	0
Employee Initiated - Employment Outside of Education (2)	Mondragon	Sandra	Williams Elementary	Classroom Assistant Elementary - Pre-K	4/14/2023	0
	Lopez	Victoria	Patrick Elementary	Classroom Assistant Elementary - Kindergarten - Spanish	3/31/2023	0
Employee Initiated - Employment with Another District (1)	Laningham	Michael	Bowie High School	Social Studies Teacher 9-12	3/24/2023	9
Employee Initiated - Medical Reason (5)	Smith	Amanda	Larson Elementary	Campus Instructional Coach - Elementary - ESSER	3/24/2023	1
	Richardson	Demi	Webb Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum ISPD	3/22/2023	0
	Romero-Lopez	Martha	Remyse Elementary	Classroom Assistant Elementary - Pre-K - Spanish	3/31/2023	0
	Rivera	Raquel	Remyse Elementary	Classroom Assistant Elementary - ESSER	3/27/2023	0
	Gross	Terri	Professional Learning	Secretary - Professional Learning	3/23/2023	1
Employee Initiated - Moving Out of the Area (1)	Camero	Kelly	Dunn Elementary	Attendance Clerk - Elementary	3/24/2023	0
Employee Initiated - Reason Not Specified (21)	Cross	Angela	Miller Elementary	Campus Testing Facilitator - ESSER	4/4/2023	5
	Bearden	April	Sam Houston High School	PEIMS Clerk - High School	3/31/2023	0
	Chey	Danny	Technology Operations	Technician - District Support	4/6/2023	0
	Dobbins	Deborahian	Williams Elementary	Special Education Inclusion Teacher - Elementary	3/31/2023	0
	Gonzalez	Giselle	Anderson Elementary	Classroom Assistant Elementary Special Ed - ABLE	3/31/2023	0
	Richardson	Jasmine	Anderson Elementary	Classroom Assistant Elementary Special Ed - ABLE	4/13/2023	0
	Brown	Kayse	Amos Elementary	Classroom Assistant Elementary Fresh Start	3/31/2023	0
	Dominguez	Kenia	Turning Point Secondary	Attendance Clerk - High School	4/10/2023	0
	Neira	Kristina	Spec Ed Support Services	Instructional Specialist - Special Education	3/31/2023	2
	Peachy	Latawnya	Arlington High School	Science Teacher 9-12	4/6/2023	3
	Villemarette	Nicholas	CVPA Venue	Specialist - Audio/Visual - CVPA	3/28/2023	1
	Pineda	Ruben	CVPA Venue	Specialist - Audio/Visual - CVPA	3/27/2023	1
	Kline	Sara	Spec Ed Support Services	Classroom Assistant Elementary Special Ed - Deaf Education	3/27/2023	0
	Glovier	Sean	Sam Houston High School	Social Studies Teacher 9-12	3/27/2023	2
	Cissoko	Sonya	Accounting	Accountant I	4/6/2023	0
	Watts	Sophia	Larson Elementary	Attendance Clerk - Elementary	4/11/2023	1
	Dhalla	Stephanie	Budget and Finance	Analyst - Budget	3/23/2023	15
	Rodriquez	Stephanie	Facilities Planning	Specialist - Program Controls	4/14/2023	9
	Stewart	Stephanie	Pearcy Elementary	Classroom Assistant Elementary - Pre-K	3/31/2023	2
	Bowman	Theo	Nichols Jr High School	CTHEI Teacher 7-8	3/21/2023	4
	Vasquez	Timothy	Juan Seguin High School	Classroom Assistant High School Special Ed - Alt Curriculum	3/29/2023	0
Employee Initiated - Disability (1)	Dorough	Marlyn	Fitzgerald Elementary	ESL Elementary Teacher PK	3/31/2023	18
Employee Initiated - Regular (1)	Wallace	Jo	Fitzgerald Elementary	Assistant Principal- Elementary	3/24/2023	32
Employee Initiated -Resignation Agreement (1)	Garcia	Ricardo	Carter Jr High School	Social Studies 7-8/Coach	4/3/2023	6

Employee Initiated - Resigned in Lieu of Termination (1)	Kelley	Helen	Arlington High School	Special Education SEAS Teacher 9-12	3/31/2023	20
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District Initiated - Violation of AISD Employee Handbook (2)	Dean	Justin	Boles Jr High School	Classroom Assistant Junior High Special Ed - SEAS	3/22/2023	0
	Gold	Kevin	Swift Elementary	Classroom Assistant Elementary Special Ed - SEAS	4/19/2023	0

Deceased (1)	McCoy	Michelle	West Elementary	Dyslexia Teacher	3/31/2023	5
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Total Separations (39)
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**Arlington Independent School District  
Board of Trustees Communication**

<b>Meeting Date:</b> May 4, 2023	<b>Consent Item</b>
<b>Subject:</b> Bids	

**Purpose:**

To provide the Board of Trustees the opportunity to approve the purchase of goods and services.

**Background:**

Bids presented on the consent agenda:

23-12 Duff & South Davis Elementary Schools Addition & Renovation Project

**Recommendation:**

The Administration recommends approval of the bids.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Lisa Phillips
	<b>Date:</b> April 25, 2023



**Arlington**  
INDEPENDENT SCHOOL DISTRICT  
*More Than a Remarkable Education*

**TO:** Carla Martin  
Assistant Superintendent of Financial Services

**FROM:** Lisa Phillips  
Director of Purchasing

**DATE:** May 4, 2023

**RE:** **CSP 23-12:** 2019 Bond Program, Phase II-Bid Package 4, Duff & South Davis  
Elementary Schools Addition & Renovation Project

CSP 23-12 2019 Bond Program, Phase II-Bid Package 4, Duff & South Davis Elementary Schools Addition & Renovation Project. The District received five responses to the CSP. Attached is the recommendation letter from Michael Parkos, Director of Facilities Planning & Construction.



**MEMORANDUM**

**TO:** Wm. Kelly Horn, Asst. Supt. of Facility Services  
**FROM:** Mike Parkos, Director of Facility Planning and Construction  
**DATE:** April 20, 2023  
**SUBJECT:** Competitive Sealed Proposal #23-12 for the 2019 Bond Program, Phase II, Bid Package 4, Duff Elementary School and South Davis Elementary School Addition & Renovations Project

The District approved the Duff Elementary School and South Davis Elementary School Addition and Renovations Project as a part of the 2019 Bond program. Additionally, the Board of Trustees approved WRA Architects (WRA) as the design professional and approved Competitive Sealed Proposal (CSP) as the method of procurement for the project.

The project architect, WRA, completed the construction documents and the District requested proposals. Notification of the request for CSP was sent to local contractors, area chambers' of commerce and contractors on a list supplied by the DFW Minority Business Council. Notice of the request for CSP was advertised in accordance with state law.

Proposals were received from five general contractors:

- MDI Inc. General Contractors
- Hutcherson Construction Inc
- Big Sky Construction
- Phillips May Corporation
- Reeder General Contractors, Inc

Competitive Sealed Proposals received were evaluated based on criteria published in the CSP document:

Price	35%
HUB Participation	10%
Qualifications	40%
Interview	15%

An evaluation committee consisting of the Director of Facility Planning and Construction, the Senior Project Manager, the District's Staff Architect, the District's Project Manager, and the Design Architect completed evaluations. MDI General Contractors (MDI) ranked highest amongst all proposers at 85.55 points. District staff worked with MDI to ensure that the intended project scope is being addressed, to identify opportunities to reduce the proposed cost and to verify the final project construction cost.

The total project construction budget for the Duff Elementary School and South Davis Elementary School Addition and Renovations Project is \$12,351,000.

MDI offered a competitive sealed proposal amount of \$11,000,000 for the project. Administration recommends accepting Duff Alternates numbers 1-4 and South Davis Alternate number 1, for a total of \$610,000. Additionally, the Administration recommends adding an allowance of \$55,000 to provide a temporary emergency exit corridor and exterior exit doors at Duff ES. The final contract amount including alternates and allowances is \$11,665,000.

The proposed construction contract is \$686,000 less than the total project construction budget.

Based on this evaluation, District Administration recommends accepting the Competitive Sealed Proposal, including alternates and allowances for the Duff Elementary School and South Davis Elementary School Addition and Renovations project for a total contract amount of \$11,665,000.

The architect's letter of recommendation for construction contract award for the Duff Elementary School and South Davis Elementary School Addition and Renovations Project is attached.

Pending approval of the CSP, work on this project will begin in June 2023 with final completion expected in August of 2024.

## Summary

**PROJECT NAME: Duff ES & So. Davis ES**  
**PHASE - BID PACKAGE: PHII-BP4**  
**PROJECT #: CSP#23-12**

**CSP Proposal Budget**                      \$    **12,351,000**

PROPOSAL SELECTION CRITERIA	
Price	35%
HUB Commitment	10%
Qualifications	40%
Interview	15%
<b>Total</b>	<b>100%</b>

PROPOSAL EVALUATION								
Proposer	Price	Price Score	HUB Commitment %	HUB Score	Qualifications	Qualifications Score	Total Score	Ranking
MDI Inc. General Contractors	\$11,000,000	35.000	22%	10.00	78.25	31.30	76.30	1
Hutcherson Construction Inc	\$11,825,000	30.287	14%	7.00	82.27	32.91	70.19	2
Big Sky Construction	\$12,545,000	26.910	20%	10.00	80.48	32.19	69.10	3
Phillips May Corporation	\$14,903,333	19.067	20%	10.00	68.47	27.39	56.45	4
Reeder General Contractors, Inc	\$17,500,000	13.829	25%	10.00	77.00	30.80	54.63	5

POST INTERVIEW PROPOSAL EVALUATION									
Proposer	Price	Price Score	HUB Commitment %	HUB Score	Qualifications	Qualifications Score	Interview Score	Total Score	Ranking
MDI Inc. General Contractors	\$11,000,000	35.000	22%	10.00	78.25	31.30	9.25	85.55	1
Hutcherson Construction Inc	\$11,825,000	30.287	14%	7.00	82.27	32.91	10.25	80.44	2





Mr. Michael Parkos  
Director of Facilities Planning and Construction  
Arlington ISD  
1201 Colorado Lane  
Arlington, TX 76015

May 4, 2023

**Re: South Davis Elementary School and Duff Elementary School  
Contractor Notice to Proceed Recommendation**

Dear Mr. Parkos,

I am pleased to recommend approval of MDI, Inc. General Contractors with a contract sum of \$11,655,000 for the construction projects at South Davis Elementary School and Duff Elementary School. The base bid and all alternates are accepted in the project scope.

Together with the Arlington ISD facilities team, we conducted a competitive bidding process and a thorough evaluation of several construction companies including pricing, an evaluation of the company, and in person interviews. After careful consideration, MDI, Inc. was determined to be the best value for the district based on their expertise, experience, and competitive pricing.

Thank you for your time and consideration. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary O'Brien'.

Mary O'Brien, AIA, NCARB, LEED BD+C  
Partner

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Called Meeting

April 4, 2023  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrrough, Dr. Aaron D. Reich,  
David Wilbanks, John Hibbs, Kecia Mays

Members Absent: None

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 5:06 p.m. with seven trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that because no one signed up for public forum and there were no items on the agenda following the closed meeting, they would adjourn the meeting from the Board Conference Room at the end of closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:06 p.m. pursuant to Sections 551.071 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Discuss Applications for Superintendent Position

ADJOURNMENT:

President Fowler adjourned the meeting at 9:08 p.m. The Board did not return to open session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Regular Meeting

April 6, 2023  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrrough, Dr. Aaron D. Reich, David Wilbanks, John Hibbs, Kecia Mays

Members Absent: None

Media Present: None

CALL TO ORDER: Board Chamber

President Fowler called the meeting to order at 5:11 p.m. with seven trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:11 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Administrative Appointments/Personnel Ratifications
2. Nikitra Hamilton
3. Superintendent Search

Trustee Chapa left the meeting during closed session.

RECONVENE INTO OPEN SESSION: Board Room

President Fowler reconvened the Board into the open meeting at 7:04 p.m. with six trustees present.

One or more trustee could participate in the meeting via videoconference call. A quorum of the Board was physically present at the Administration Building. Members of the public could access the meeting via AISD website at [www.aisd.net](http://www.aisd.net).

OPENING CEREMONY:

Kecia Mays led the audience in the pledges. Mrs. Fowler called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

A. Student Performance by AISD Theatre Presentation

Executive Director of Communications and Marketing Anita Foster introduced the Bowie Headliners from Bowie High School. The Bowie Headliners theatre department has had a very busy year. The fall was made up of musical rehearsals and Thespian competitions. This semester has been filled with one-act contests, community events, and rehearsals for the upcoming production of PAN, an original script written by Director Lindsey Hertel. They performed a scene from their UIL one act play- The Arabian Nights by Mary Zimmerman. The Arabian Nights is a boldly re-imagined adaptation of one of the world's most enduring works of literature. When the broken-hearted king encounters the clever maiden, she entralls him with wondrous tales for a thousand and one nights, slowly healing his broken heart in the process. Directed by Lindsey Hertel and Joy Trimble, theatre students Jackson Swan, Maya Ramirez, Caleb Latimer and Alexis Sanders performed the story of "The Prince and the Tortoise."

B. Student of the Month

Seguin High School Principal Mr. Linson introduced the April 2023 student of the month, Sophia Le. Sophia has left her mark at Seguin by her involvement in activities across campus as well as keeping a good academic standing since her freshman year. Her extensive list of campus involvement includes being a part of our orchestra, Math National Honor Society, Vietnamese Student Association, Environmental Club, Student Council, HOSA President and Key Club President. Sophia is a well-rounded young lady, and she manages her academic and extracurricular activities extremely well. Her greatest strength, in her opinion, is trying to find solutions and working with whatever she has in any situation. She has been a leader among her peers throughout her time at Seguin. Her ability to rally students to generate and boost student involvement and morale on campus is unmatched by any student that Principal Linson had come across in his administrative career. She consistently takes the lead on any student-led tasks that need to be completed on or off campus and others can always

depend on her. Sophia plans to continue her education in the state of California by attending the University of Southern California. Her plan is to research neurobiology and medicine for brain diseases while also spreading awareness on the mental health of immigrants.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: None

APPOINTMENT:

Superintendent Cavazos recommended that the Board ratify the appointment the individuals discussed in closed session for principal for Fitzgerald Elementary and principal for McNutt Elementary.

Motion by John Hibbs, second by Sarah McMurrough, to accept the administrative ratifications of appointments.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

Dr. Cavazos introduced:

Taffetta Green as the new principal for Fitzgerald Elementary School. Ms. Green was previously the interim principal for Fitzgerald Elementary.

Chelsea Broughton as the new principal for McNutt Elementary School. Ms. Broughton was previously the principal for Amos Elementary.

ACTION:

A. Consider Pending Proposal of Nonrenewal of Nikitra Hamilton

Motion by John Hibbs, second by David Wilbanks, after considering her most recent evaluations, to nonrenew the term contract of Nikitra Hamilton; and that the record reflect the following:

- on February 16, 2023, the Board proposed that term contract of Nikitra Hamilton be nonrenewed;
- Ms. Hamilton was timely provided with a Notice of Proposed Nonrenewal not later than the 10th day before the last day of instruction in the current school year;
- the written notice informed Ms. Hamilton of her right to request a hearing before the Board of Trustees within 15 days of receipt of the notice; and
- Ms. Hamilton failed to timely request a hearing.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

B. Consider Board Handbook

President Fowler reported that the Board would not consider the handbook at this time and would consider at a future meeting.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- Approval of Bids, Purchases, Construction Items  
23-05 Playground Foundations and Earthwork Phase 3  
23-11 Bowie High School and Seguin High School Football Field and Track Replacement  
23-41 Fall Athletic Sports Supplies
- Approval of Minutes of Previous Meetings, March 2023
- Approval of Joint Election Agreement and Contract for Election Services

- E. Approval of Missed School Days Waiver Due to Safety Because of Power Outage at Crow Elementary School on March 3, 2023 and Missed School Days Waiver Due to Safety at Lamar High School on March 20 and March 21, 2023
- F. Approval of Change Order #1 Amending the Contract Substantial Completion Date for the 2019 Bond Construction Project for Berry Elementary School Replacement Project, Phase I – Bid Package 8
- G. Approval of Change Order #2 Amending the Contract Substantial Completion Date for the 2019 Bond Construction Project for the Thornton Elementary School Replace Project, Phase I – Bid Package 7
- H. Approval of Interlocal Agreement between the Arlington Independent School District and the City of Arlington for Transportation of Student Outreach Services Students through VIA Ride Share
- I. Approval of First Amendment to Extend the T-Mobile Site Lease for the Cell Tower Located on the Ground of Shackelford Junior High School
- J. Approval of Interlocal Agreement between Arlington ISD and the Arlington Police Department

Motion by Sarah McMurrough, second by Kecia Mays, to accept the consent agenda.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

#### DISCUSSION:

- A. House Bill 3 and District Improvement Plan Progress Monitoring Update

Assistant Superintendent of Research and Accountability Dr. Natalie Lopez presented a progress update pertaining to student outcomes on state interim assessment two (SIA 2) in grades three through eleven. The STAAR interim assessments are online computer-adaptive assessments designed to monitor student progress and predict student performance on STAAR. Predictions are one of multiple data points to consider when determining which students need additional support.

#### OPEN FORUM FOR NON-AGENDA ITEMS:

Elissa Worster spoke on school safety.

Kenneth Baker spoke on the uniform requirement at Larson Elementary.

Muhammed AbdalRahman spoke on mental health funding and resources for the district.

Katie Duzan spoke regarding school safety tactics to start using now and preventative secure storage.

#### SUPERINTENDENT'S REPORT:

Superintendent Cavazos congratulated the more than eighty student-athletes from AISD who were honored at the national signing day celebration, April 4, 2023, at the athletics center. The event was originally scheduled for February but had to be postponed because of the winter weather. The delay allowed for more time for student-athletes to get more scholarships. AISD students are playing nine different sports in college and earned a total of more than \$6 million in scholarship money. He congratulated the students, their families and all the Arlington ISD coaches who helped them get to this level.

AISD had another signing day ceremony Tuesday night, April 4, 2023, throughout the district. All AISD elementary schools participated in a signing day event for students entering prekindergarten and kindergarten. This was the first time for this event and allowed parents to register their children for the 2023-24 school year, visit the schools and meet the teachers. It also gave students a chance to do the same and be featured as the stars of signing day. Dr. Cavazos thanked Dr. Jackeline Orsini and her early childhood team for organizing the event and AISD principals and teachers for staying late and making it such a huge success.

Another huge success was the Junior League of Arlington's glass slipper boutique. The event supplies prom dresses for students throughout the district thanks to contributions from outstanding community

partners. This year was a record-setting two-day event. The previous high mark for dresses given out in a year was sixty. This year the Junior League of Arlington has already fitted more than three hundred girls for prom and are working to set up additional windows for more fittings. Dr. Cavazos thanked the Junior League of Arlington, the community partners and all the volunteers who worked to make the event such a success.

Dr. Cavazos reported that the annual college and career expo at the Dan Dipert Career and Technical Center was a big event, too. More than seven hundred students and parents showed up to talk with colleges and businesses about the opportunities that await them outside the district, whether it is a college, career or even a summer job. AISD is fortunate to have great partners that help put on an event like this and make it the success it is every year.

Dr. Cavazos thanked the Arlington Council of PTAs for all the work they are doing for AISD. Whether it is the PTA rally day in Austin, testifying before the State Senate, or taking charge in our community, AISD is blessed to have an outstanding group of PTAs. Parent involvement is a huge key in AISD, and the community is important to them. AISD has more than five thousand PTA members and Dr. Cavazos thanked them for their support.

One of Dr. Cavazos' favorite events is the Kiwanis Woodrow Counts teacher of the year celebration. He was happy to take part in the celebration. It is the sixty-second year the Kiwanis have honored AISD teachers for their outstanding work. There were more than seventy teachers and principals on hand for the luncheon as the Kiwanis honored their high school, junior high and elementary teachers of the year. Congratulations to Arlington High's Alan Austin, Nichols Junior High's Charnae Jordan, and Little Elementary's Corrine Brookshire for being selected as the recipients of the Kiwanis awards.

Superintendent Cavazos thanked Ms. Adams and her team at Morton Elementary for inviting him to speak at their career day. It is always fun to get out to campuses and speak to students. This time, he spoke to prekindergarten, kindergarten, first graders and second graders about his job and found out a little about their future. The good news is apparently there are a lot of future teachers in about twenty years.

#### SCHOOL BOARD'S REPORT:

Mr. Hibbs reported that the speakers that addressed the board this evening were profound, discussed difficult subjects, and he appreciated them. Every Trustee carries a burden for the safety of children. Every day they are trying to improve and need to continue to hear from them. Although the superintendent's report that followed the speakers included some levity, what was said previously was not brushed off. The district should celebrate exciting things, but it is also important to face difficult things. He thanked those that spoke, as well as the board and superintendent for what they do to serve the community. He said he is better due to the service of the board, the service of teachers, and appreciates the protection all try to provide.

Mrs. McMurrrough had the opportunity to visit some schools and acknowledged Martin High School, Key Elementary, Arlington College and Career High School, Sam Houston High School and Little Elementary on safety. She met with her Student Leadership Advisory Board (SLAB) students on the topic of student safety, and they brought good insight that she looks forward to sharing. She thanked the staff at the schools for taking time to meet with her.

Mr. Wilbanks thanked the speakers that addressed the board for coming forward and speaking on the serious subject. He thanked his fellow trustee for providing ribbons remembering Lamar High School. He went through a tragedy and moved here during that time due to the great community in North Arlington. They supported and rallied around him and his family. The community rallied around Lamar High School, too, and they are blessed. He thanked them for making Arlington a great place that helped his family and now helped the whole community. He thanked Dr. Cavazos and staff that on a difficult day, he kept hearing reports of how well trained and professional all were, with layers of security. He appreciates the partnership with the Arlington Police Department which contributed to quick resolution to the tragic event. He thanked Principal Hagman who reached out to each student at the reunification site, showing his care for each and every student. Despite this tragic event, Mr. Wilbanks said we are blessed, and he is glad to be in this community with people who rally around and help in tough times.

Mrs. Fowler reported that there truly were no words, but Lamar High School and the community were in thoughts and prayers. They are continuing to see what else they can do; some things are in the background and cannot be discussed. She wants Lamar High School and the community to know they are working on it so that students and staff do not have to be afraid. It has been two weeks, but they have not forgotten and all AISD students and faculty are in their prayers.

Mrs. Fowler also commended Molly Haney. She received an email from the Red Cross telling her that this phenomenal teacher does a blood drive. Last year she brought in forty-five units of blood and is on track to double that amount this year. Not many schools do blood drives, and the Red Cross is

appreciative of Molly Haney for providing the blood, teaching students at Martin High to give back and do what they can to help other people. Mrs. Fowler is impressed with what she is doing, and so is the Red Cross.

Secretary McMurrough had no items to report.

**CLOSED MEETING:**

President Fowler adjourned to closed meeting at 8:18 p.m. and reported that the Board would not return to open session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Called Meeting

April 11, 2023  
6:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,  
David Wilbanks, Kecia Mays

Members Absent: John Hibbs

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 6:00 p.m. with six trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 6:00 p.m. pursuant to Sections 551.071 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Board Interviews and Discussion of Superintendent Applicants

ADJOURNMENT:

President Fowler adjourned the meeting at 9:01 p.m. The Board did not return to open session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Called Meeting

April 12, 2023  
6:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,  
David Wilbanks, Kecia Mays

Members Absent: John Hibbs

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 6:00 p.m. with six trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 6:00 p.m. pursuant to Sections 551.071 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Board Interviews and Discussion of Superintendent Applicants

ADJOURNMENT:

President Fowler adjourned the meeting at 8:42 p.m. The Board did not return to open session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Called Meeting

April 13, 2023  
6:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,  
David Wilbanks, Kecia Mays

Members Absent: John Hibbs

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 6:01 p.m. with six trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 6:01 p.m. pursuant to Sections 551.071 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Board Interviews and Discussion of Superintendent Applicants

ADJOURNMENT:

President Fowler adjourned the meeting at 9:50 p.m. The Board did not return to open session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Regular Meeting

April 20, 2023  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrrough, David Wilbanks,  
John Hibbs, Kecia Mays

Members Absent: Dr. Aaron D. Reich

Media Present: None

CALL TO ORDER: Board Chamber

President Fowler called the meeting to order at 5:04 p.m. with six trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:04 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Administrative Appointments/Personnel Ratification
2. Superintendent Retirement Agreement and Recognition
3. Discussion of Superintendent Applicants and Process
4. Texas School Safety Center Campus Intruder Detection Audits

RECONVENE INTO OPEN SESSION: Board Room

President Fowler reconvened the Board into the open meeting at 7:01 p.m. with six trustees present.

One or more trustee could participate in the meeting via videoconference call. A quorum of the Board was physically present at the Administration Building. Members of the public could access the meeting via AISD website at [www.aisd.net](http://www.aisd.net).

OPENING CEREMONY:

David Wilbanks led the audience in the pledges. Mrs. Fowler called for a moment of silence.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: None

APPOINTMENTS:

Superintendent Cavazos recommended that the Board ratify the appointment the individual discussed in closed session for assistant principal for Jones Academy of Fine Arts and Dual Language.

Motion by David Wilbanks, second by John Hibbs, to approve the ratification of the administrative appointment.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

Dr. Cavazos introduced:

Emilia Alonso as a new assistant principal for Jones Academy of Fine Arts and Dual Language. Ms. Alonso was previously an assistant principal for Peach Elementary School.

ACTION:

- A. Consider Superintendent Retirement Agreement and Recognition

Motion by Justin Chapa, second by Kecia Mays, to accept the voluntary retirement agreement as proposed, and to recognize Dr. Cavazos' service to AISD at his retirement celebration, as discussed in closed meeting.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

B. Consider Board Handbook

Board Governance Committee Chair Justin Chapa reported that the committee annually reviews the handbook. He thanked the committee for their hard work and asked Mrs. McMurrough to make the presentation.

Motion by Sarah McMurrough, second by David Wilbanks, to approve the board handbook as presented.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

DISCUSSION:

A. 2022-2023 Financial Update / 2023-2024 Preliminary Budget Update

Chief Financial Officer Darla Moss and Assistant Superintendent of Financial Services Carla Martin presented an update on the 2022-2023 finances and the 2023-2024 preliminary budget. Mrs. Moss reviewed the financial information included in the April 20, 2023 board packet including donations, bids, purchases greater than \$50,000 exempt from bid, the budget amendment, monthly financial report and monthly investment report. She also reviewed the adopted and revised budget amounts for the 2022-2023 general operating fund, debt service fund, capital projects fund and child nutrition fund.

Ms. Martin presented an overview of the preliminary budget development for 2023-2024. She reviewed district trends, the budget timeline, campus allocations and the potential impact of legislation. Budget priorities for 2023-2024 are:

- Safety and security
- Competitive compensation
- Student recovery, intervention, and academic support
- Stabilization due to enrollment loss
- Funding AISD strategic plan year two priorities
- Cost management

The Foundation School Program (FSP) establishes how much state funding school districts are entitled to receive. As local funds increase, state funds decrease. The 2023-2024 preliminary budget under the current law, with projected revenues and expenditures, reflects a deficiency.

Mrs. Moss reported that absent additional funding from the state, school districts are forced to make difficult budget choices to balance their budgets. Options include maximizing the maintenance and operations tax rate, spending fund balance and making budget reductions.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

A. Approval of Donations to the Arlington Independent School District

The total donations for this meeting was \$57,975.33. The year-to-date total for the 2022-2023 school year was \$485,203.48.

- B. Approval of Bids, Purchases, Construction Items
- 23-02k Outside Contracted Services
  - 23-06j Academic Educational Consultants and Professional Development Services
  - 23-42 Nurse & Athletic Training Supply & Catalog
  - 23-45 Adams & Hale Elementary Renovations
  - 23-50 Center for Visual & Performing Arts / Athletic Center Building Enhancements
  - 23-51 Technology Project Management Services
  - 23-59 Arlington HS Serving Line Replacement Project

- C. Approval of Purchases Greater Than \$50,000 Exempt from Bid
- 23-04-20-01 Advancement via Individual Determination
  - 23-04-20-02 Mass Notifications & Mobile Communications Application

- 23-04-20-03 Employee Assessments
- 23-04-20-04 Cardstock for Warehouse Inventory
- 23-04-20-05 Gym Floor Refinishing
- 23-04-20-06 Annual Financial Audit
- 23-04-20-07 Software
- 23-04-20-08 Emergency Alert and Voice Broadcast Communications System
- 23-04-20-09 Distance College Enrollment
- 23-04-20-10 Math Screener
- 23-04-20-11 Master of Education in Special Education Preparation Track
- 23-04-20-12 Bond Elementary Music - Instruments and Supplies
- 23-04-20-13 Bond Elementary Music - Instruments and Supplies
- 23-04-20-14 Asbestos Abatement – Knox and Roark Elementary School
- 23-04-20-15 Legal Services
- 23-04-20-16 Consulting Services

- D. Approval of Budget Amendment, April 2023
- E. Approval of Monthly Financial Report for Period Ending February 28, 2023
- F. Approval of Monthly Investment Report for Period Ending February 28, 2023
- G. Approval of Request for Martin High School Choir (Chamber Singers) to Travel Out-of-Country
- H. Approval of Instructional Materials Allotment Used for Instructional Technology Resources, Core Content Instructional Resources, as well as Advanced Placement Materials, Dual Credit, Languages Other Than English and Dual Language Resources
- I. Approval of Instructional Materials Allotment and TEKS Certification, 2023-2024
- J. Approval of UTA Master’s in Special Education and Diagnostician Certification Region X
- K. Approval of Go Teach 11 Certification Program through Region 11 ESC
- L. Approval of Interlocal Agreement with Region X ESC Multi-Region Purchasing Cooperative

Motion by John Hibbs, second by Sarah McMurrugh, to approve the consent agenda as presented.

Voting For: 6  
Voting Against: 0

President Fowler reported that the motion passed.

DISCUSSION:

- B. Texas School Safety Center Campus Intruder Detection Audits Update

Assistant Superintendent of Administration Dr. Michael Hill presented a review of AISD security and the Texas School Safety Center Campus Intruder Detection Audits. He reported that AISD has layered school security measures including weather drills, fire drills, random metal detector checks and canine sweeps, lockdown and shelter drills, threat assessments, social media monitoring, Crime Stoppers, school resource officers, campus security officers, random building security checks, physical security measures, a *See Something, Say Something* campaign and intruder detection audits. On June 1, 2022 Governor Abbott issued a charge mandating in-person, unannounced, random intruder detection audits of schools. The Texas School Safety Center contracted with Region 11 to conduct the audits. The audits are conducted, and the results sent to the Texas School Safety Center, where they are reviewed, and final audit results are sent to school superintendents within five business days. The audit results include detailed information about the site visit and if appropriate, corrective action plans with deadlines. Once received, these are shared with campuses and appropriate departments to support continued improvement in safety and security.

- C. Progress Report for Board of Trustees Continuing Education Credit

President Fowler reported that all trustees have exceeded the required training hours. The Trustees have been provided literature covering the *Framework for School Board Development* adopted by the Texas State Board of Education.

- D. Legislative Update

HillCo Partners representative, David Anderson, presented a legislative update. The 88<sup>th</sup> Texas State

Legislature convened into session on January 10, 2023 and will meet through May 29, 2023. Mr. Anderson reported that they are entering the final five weeks of the session and every session starts and ends with school finance, a critical issue. All other issues being discussed including human capital, learning lag, parental rights and school safety, cost money so they related back to school finance. A sizeable tax relief is expected benefitting tax payers, however, the two chambers disagree on the definition of tax relief.

#### OPEN FORUM FOR NON-AGENDA ITEMS:

Kris Kittle spoke regarding Title IX possible changes.

David Jarvis spoke regarding offensive remarks by AISD attorney at level three grievance hearing on March 29, 2023.

Deidrick Foster spoke regarding history.

#### SUPERINTENDENT'S REPORT:

Dr. Cavazos thanked the outstanding AISD librarians for all their work in celebration of school library month. Libraries play an important role in transforming learning for students. AISD librarians are guides for students, providing a vital resource as they explore their interests. Librarians also teach responsible digital citizenship and encourage students to think critically about how they use information. AISD librarians are wonderful at welcoming students and giving them the ability to create and explore.

Superintendent Cavazos commended Jones Academy nurse Sandra Juarez and first-grade teacher Carlos Matos-Martinez for their quick-thinking. A student had a medical issue during field day. Mr. Matos-Martinez noticed it and reported it to Ms. Juarez, who administered an Epi-Pen. That quick thinking helped the student and got the attention of the Arlington Fire Department. The fire department showed up and honored the duo for their actions and honored them with certificates of commendation. Congratulations again to the duo on their outstanding work.

Congratulations also for Martin student Kamille See. Kamille created a districtwide monologue competition to feature African American playwrights. Kamille did so because she felt like there was a lack of African American representation in theater. Kamille was looking for an issue she cared about as part of her desire to earn the Gold Award, which is the highest honor for a Girl Scout. Kamille achieved that recognition along with two other Arlington ISD students, Martin's Madison Scruggs and Lamar's Colleen Gladbach. Dr. Cavazos congratulated all three on this outstanding achievement.

Dr. Cavazos attended the CTE Impact Awards at AISD's Center for Visual and Performing Arts. The career and technical education department does an outstanding job of providing opportunities, so all students have paths for when they graduate, whether it is college or going straight into the workforce. The outstanding teachers and members of the CTE department were honored and the community partners were recognized. The support of all is critical to the success of AISD's CTE program

#### SCHOOL BOARD'S REPORT:

Mr. Chapa reported that the AISD Education Celebration event at Six Flags was on Friday, April 21, 2023. It is the primary fundraiser for grants awarded to AISD teachers. For those buying tickets, they are available at [arlingtonef.org](http://arlingtonef.org). It is a private event, lines are short and he hopes to see everyone there. Also on April 21, 2023 is AISD night at the Texas Rangers game. It is a big night for AISD, for supporting teachers and people can possibly attend both events.

Mrs. McMurrough attended "Bye, Bye, Birdie" and she said her socks were knocked off by the great productions. She saw band and orchestra involved. Thank you to all of the Young Junior High School family, particularly the fine arts team. Some students might want to go on to pursue a career in theater, but even for those who do not, they are creating a love for fine arts. She was blessed to be in the audience.

Mrs. Mays reported that it was national volunteerism month. She thanked those volunteering for schools, teachers, and for non-profits. She attended the AISD teacher of the year event on April 19, 2023, where teachers were recognized by their peers at an amazing event. Mrs. Mays also reported that she was impressed when students come to the microphone to talk to the board. Last meeting it was Muhammed AbdalRahman from Lamar High School and this evening it was Deidrick Foster from Bowie High School. She said the board appreciates hearing from AISD students and what they have to say is very important for the board to hear. The students are learning how to advocate for themselves, just as the board is talking about advocating with legislators. She said that Lamar High School student, Ja'Shawn James Poirier, would not be forgotten, nor would 2019 Bowie High School student, Tony Strather Junior, or 2015 Martin High School football player, Carl Wilson. The students are not forgotten and anytime someone thinks they need a reminder, they are here for that reminder.

Secretary McMurrough had no items to report.

ADJOURNMENT:

President Fowler adjourned to closed meeting at 9:28 p.m. and reported that the Board would not return to open session.

President Fowler adjourned the meeting at 11:25 p.m. from closed session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Called Meeting

April 24, 2023  
8:00 a.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,  
David Wilbanks, John Hibbs, Kecia Mays

Members Absent: None

Media Present: None

CALL TO ORDER: CVPA Theatre

President Fowler called the meeting to order at 8:02 a.m. with seven trustees present at the AISD Center for Visual and Performing Arts, 900 East Sanford, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: CVPA Multipurpose Room

President Fowler adjourned to closed meeting at 8:03 a.m. pursuant to Sections 551.071 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Board Interviews Superintendent Applicants
2. Board Discusses Superintendent Applicants

ADJOURNMENT:

President Fowler adjourned the meeting at 4:06 p.m.. The Board did not return to open session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES**

Called Meeting

April 25, 2023  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrrough, Dr. Aaron D. Reich,  
David Wilbanks, John Hibbs, Kecia Mays

Members Absent: None

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 5:05 p.m. with five trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:05 p.m. pursuant to Sections 551.071 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Board Discussion of Superintendent Applicants

Trustees Dr. Reich and Mr. Hibbs arrived during closed meeting.

ADJOURNMENT:

President Fowler adjourned the meeting at 10:31 p.m. The Board did not return to open session.

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

**Meeting Date:** May 4, 2023

**Consent Item**

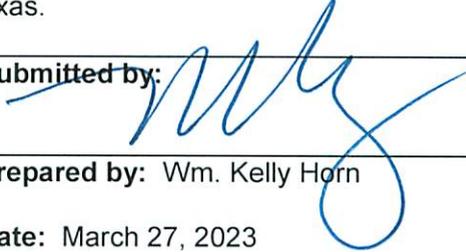
**Subject:** Consider a Resolution and a Temporary Construction Easement necessary to install a public storm water drainage collector on the northwest corner of the Gunn Junior High School property along Canongate Drive

**Purpose:** To provide the Board of Trustees the opportunity to consider approving a resolution and granting a temporary construction easement to the City of Arlington to construct a storm water drainage inlet on the northwest corner of the Gunn Junior High School property along Canongate Drive. The temporary construction easement being a 0.0617 acre (2,687 square feet) tract of land located in Lot S of the Scots Wood Estates, an addition to the City of Arlington, Tarrant County, Texas, according to the plat file at Vol. 388-47, Page 359 of the Official Public Records of Tarrant County, Texas.

**Background:** The City of Arlington requires a temporary easement for the construction storm water drainage inlet on the northwest corner of the Gunn Junior High School property boundary along Canongate Drive. The installation of the new storm water drainage inlet includes all necessary appurtenances reasonably necessary for the operation of the system. This easement is fully described in Exhibit "A" of the Temporary Construction Easement and Exhibit "B" of the Temporary Construction Easement attached hereto and incorporated herein for all pertinent purposes.

The Arlington Independent School District and adjacent properties will benefit from improved storm water drainage associated with the larger, newer storm water drainage inlet. Additionally, the City of Arlington will pay for the improvements and maintenance associated with this improvement.

**Recommendation:** The administration recommends approving the resolution and granting a temporary construction easement to the City of Arlington to install a storm water drainage inlet on the northwest corner of the Gunn Junior High School property along Canongate Drive. The temporary construction easement being a 0.0617 acre (2,687 square feet) tract of land located in Lot S of the Scots Wood Estates, an addition to the City of Arlington, Tarrant County, Texas, according to the plat file at Vol. 388-47, Page 359 of the Official Public Records of Tarrant County, Texas.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Wm. Kelly Horn
	<b>Date:</b> March 27, 2023

After recording, return to:  
Stuart Young, Real Estate Manager  
City of Arlington-Office of Economic Development  
101 W. Abram Street, MS#01-0300  
Arlington, Texas 76010

**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  
TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

**T**HAT in this instrument the following definitions shall apply:

**GRANTOR:** **Arlington Independent School District**, an independent school district, a local unit of government, duly organized and operating under the laws of the State of Texas, acting by and through Dr. Marcelo Cavazos, its Superintendent of Schools, of the County of Tarrant, State of Texas;

**GRANTEE OR CITY:** City of Arlington, a municipal corporation of Tarrant County, Texas;

**CONSIDERATION:** The donation, conveyance, and covenants herein are made in consideration of the benefits accruing to Grantor as the owner of certain adjacent property by reason of the improvements, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**PROPERTY:** A portion of Lot S, of the Scots Wood Estates, an addition to the City of Arlington, Tarrant County, Texas according to the plat on file at Vol. 388-47 Page 359 of the Official Public Records of Tarrant County, Texas, and more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes as if copied here verbatim;

**EASEMENT:** A temporary construction easement in, under, over, through, across, and along the Property, beginning upon execution hereof, and terminating upon completion of the Public Use on the Property or expiration of a term of 24 months, whichever occurs first, at which time the easement shall terminate and all rights therein shall revert to the owner of the land;

**PUBLIC USE:** Construction activities and access necessary to install, construct, inspect, replace, and make connections to drainage improvements together with all necessary appurtenances thereto (collectively, the "Facilities") within an adjacent permanent City easement, 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; and

**T**HAT, Grantor for the consideration described herein, does hereby donate, grant, and convey to Grantee the Easement for the Public Use upon the following terms and conditions:

1. Grantee 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 Grantee, endanger or interfere with the Grantee'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;
2. The construction and maintenance of the Facilities shall be the responsibility of the City and all expenses attendant thereto shall be borne by the City. 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, and any disturbed area, but not including trees and shrubs shall be restored substantially to its original or better contour and condition, at the expense of the City; and provided further that the chain link fence will be placed back in its original alignment after construction at the expense of the City.
3. The construction of the Facilities is a purpose that benefits the public interest of Grantor.
4. The title and right to possession of the Property shall revert to Grantor if the City ceases to use the Property to carry out the Public Use.
5. Upon request by Grantor, Grantee shall upon termination of the Easement file in the Public Records of Tarrant County, Texas a notice of such termination.
6. This easement shall be governed by the laws of the State of Texas; and

**TO HAVE AND TO HOLD** said Easement unto the City of Arlington, its successors and assigns for a period of time beginning upon commencement of construction on the Property and ending upon completion of construction on the Property, or the expiration of 24 months, whichever occurs first.

**W**ITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Arlington Independent School District  
By: Dr. Marcelo Cavazos  
Title: Superintendent of Schools

*acknowledgement on following page*

THE STATE OF TEXAS

§  
§  
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Marcelo Cavazos, known to me

or *check one if applicable*

proved to me on the oath of \_\_\_\_\_, *or*

proved to me through an identity card or other document, to wit:

\_\_\_\_\_  
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 Arlington Independent School District, an independent school district, a local unit of government, of Tarrant County, State of Texas, and as the Superintendent of Schools thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(seal)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**EXHIBIT "A"**

**"12.5' TEMPORARY  
CONSTRUCTION EASEMENT"**

**BEING** 2,687 square feet of land situated in Lot "S", Scots Wood Estates, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-47, Page 359, Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being owned by the Arlington Independent School District (no deed found) and being more particularly described by metes and bounds as follows;

**COMMENCING** from an "X" cut in concrete found for the northeast corner of Lot 1, Block 3, Torch Homes Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-79, Page 17, P.R.T.C.T., same being in the south right-of-way (R-O-W) line of California Lane (a variable width R-O-W);

**THENCE** S 00°37'20" E, along the east line of said Block 3, passing the northwest corner of Lot 8, William Mask Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-153, Page 39, P.R.T.C.T., continuing along the east line of said Block 3 and the west line of said Lot 8, a distance of 550.99 feet to a 1/2 inch iron rod found for the south corner of Lot 6, Block 3 of said Torch Homes Addition, and for the southwest corner of said Lot 8, same being in the east R-O-W line of Cannongate Drive (a variable width R-O-W), from which a 5/8 inch iron rod found in the west line of said Lot 6 and in the east R-O-W line of said Cannongate Drive, bears along a curve to the left with a radius of 351.00 feet and a long chord that bears N 33°24'58" W, 133.46 feet, along said curve to the left in a northwesterly direction through a central angle of 21°55'09", an arc length of 134.28 feet to the end of said curve;

**THENCE** N 89°11'07" E, along the east R-O-W line of said Cannongate Drive and along the south line of said Lot 8, a distance of 25.00 feet to the northwest corner of said Lot "S";

**THENCE** S 00°33'53" E, along the east R-O-W line of said Cannongate Drive and along the west line of said Lot "S", a distance of 5.00 feet to the **POINT OF BEGINNING** of the hereinafter described tract of land;

**THENCE** N 89°26'07" E, over and across said Lot "S", a distance of 12.50 feet;

**THENCE** S 00°33'53" E, continuing over and across said Lot "S", a distance of 214.90 feet;

**THENCE** S 89°26'07" W, continuing over and across said Lot "S", a distance of 12.50 feet to the east R-O-W line of said Cannongate Drive and the west line of said Lot "S";

**THENCE** N 00°33'53" W, along the east R-O-W line of said Cannongate Drive and along the west line of said Lot "S", a distance of 214.90 feet to the **POINT OF BEGINNING** and containing 2,687 square feet or 0.062 of an acre of land.

  
Theron W. Sims, R.P.L.S. March 28, 2023  
Texas Registration No. 5887



Surveyed on the ground Sep. 8, 2022

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(CORS96) Epoch 2002.00) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001330205 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:  
a. Legal Description  
b. Sketch

00



**CALIFORNIA LANE**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**P.O.C.**

(CONTROL MON.)  
X-CUT

LOT 1, BLOCK 3  
TORCH HOMES  
ADDITION  
VOL. 388-79, PG. 17  
P.R.T.C.T.

LOT 6, BLOCK 3  
TORCH HOMES  
ADDITION  
VOL. 388-79, PG. 17  
P.R.T.C.T.

LOT 8  
WILLIAM MASK ADDITION  
VOL. 388-153, PG. 39  
P.R.T.C.T.

5/8" IRF

$\Delta=21^{\circ}55'09''$   
 $R=351.00'$   
 $L=134.28'$   
 $CB=N33^{\circ}24'58''W$   
 $CL=133.46'$

S00°37'20"E, 550.98'  
(LINE FOR DIRECTIONAL CONTROL)

1/2" IRF  
(CONTROL MON.)

**P.O.B.**

12.5' TEMPORARY  
CONSTRUCTION EASEMENT  
2,687 S.F.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°11'07"E	25.00'
L2	S00°33'53"E	5.00'
L3	N89°26'07"E	12.50'
L4	S89°26'07"W	12.50'

**CANNONGATE DRIVE**  
(VARIABLE WIDTH RIGHT-OF-WAY)

N00°33'53"W, 214.90'

S00°33'53"E, 214.90'

LOT "S"  
SCOTS WOOD ESTATES  
VOL. 388-47, PG. 359  
P.R.T.C.T.

**NOTES:**

1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001330205 was used to scale surface coordinates and distances to grid.

2) Integral parts of this survey:  
a. Legal Description  
b. Sketch

**EXHIBIT "B"**  
**12.5' TEMPORARY  
CONSTRUCTION EASEMENT**

Situated in Lot "S", Scots Wood Estates, an addition to the City of Arlington, Tarrant County, Texas, according to the plat filed in Volume 388-47, Page 359, Plat Records of Tarrant County, Texas.

Theron W. Sims  
THERON W. SIMS, R.P.L.S.  
TEXAS REGISTRATION NO. 5887



DATE: March 28, 2023  
SURVEYED ON THE GROUND  
September 8, 2022



**league nall & perkins**  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137  
817.336.5773 ph 817.332.7756 fx  
www.inpinc.com / TBPLS Registration No. 100116-00

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

**Meeting Date:** May 4, 2023

**Consent Item**

**Subject:** Consider Approval of Second Amendment to Relocate the Cellular Site and Extend the Crown Castle / AT&T Site Lease for the Cell Tower Located on the Grounds of Martin High School

**Purpose:**

To consider approval of a second amendment to relocate the cellular site and extend the site lease for the Crown Castle / AT&T cell tower located on the grounds of Martin High School. This extension will update the lease terms with regard to the site location, contract ending date and payment to the District.

**Background:**

The original contract was executed by the AISD Board President on November 6, 2003, and expired on November 5, 2018. The District executed a first amendment extension to the agreement on April 29, 2015, to extend the site lease through November 5, 2048.

As a part of the 2019 Bond Program, the District is planning to renovate and improve the stadium at Martin High School to become the new Glaspie Field. The lighting standards utilized at the current field support the cellular array for Crown Castle / AT&T. Since the lighting system will be replaced and relocated, it is necessary to relocate the cellular array. As such, the District began negotiating with Crown Castle / AT&T to relocate and combine all cellular services to a new location on the high school site that would not interfere with future needs for renovation or expansion.

This amendment addresses relocating the cellular site location to the far north central area of the campus along Mayfield Road as a stand-alone tower; extending the contract ending date by one additional five-year term to November 5, 2053; rental abatement from the "Effective Date" of this amendment through October 31, 2048, to cover the cost of engineering and relocation of the cellular tower site; and, an increase in the rental payment to the District (\$3,725. / month) for the final term of the agreement commencing on November 1, 2048, and ending November 5, 2053.

Finally, this amendment allows Crown Castle / AT&T to relocate their tower and provide for co-location of other cellular service providers on a new dedicated cell tower. Further, there are no additional costs of construction to the District and the existing service tower will be moved out of the construction area designated for Glaspie Field.

**Recommendation:**

AISD Administration recommends approval of the proposed second amendment to relocate the cellular site and extend the Crown Castle / AT&T site lease for the cell tower located on the grounds of Martin High School.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Wm. Kelly Horn
	<b>Date:</b> April 17, 2023

**SECOND AMENDMENT TO SITE LEASE**

**THIS SECOND AMENDMENT TO SITE LEASE** (this "Amendment") dated as of the last of the signature dates below (the "Effective Date") by and between **ARLINGTON INDEPENDENT SCHOOL DISTRICT** ("Landlord"), having a mailing address of 690 E. Lamar Blvd., Arlington, Texas 76011, and **NCWPCS MPL 32 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), by CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**WITNESSETH:**

**WHEREAS**, Landlord and Metroplex Telephone Company ("Original Tenant") entered into that certain Site Lease dated November 6, 2003 (the "Original Lease"), whereby Landlord leased to Original Tenant a portion of land consisting of approximately three hundred seventy-five (375) square feet in Tarrant County, Texas, together with access and utility easements thereto (the "Premises"), as more particularly described in the Original Lease; and

**WHEREAS**, the Original Lease was amended by a First Amendment to Site Lease dated April 29, 2015, between Landlord and Tenant, as successor in interest to Original Tenant (the "First Amendment"), a memorandum of which was recorded as Instrument No. D215092096 in the Official Public Records of Tarrant County, Texas (the Original Lease and the First Amendment are hereinafter referred to collectively as the "Lease"); and

**WHEREAS**, Landlord and Tenant desire to enter into this Amendment in order to relocate Tenant’s communications tower and original leased premises to another portion of Landlord’s property on the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Term.** Section 5 of the Lease (as amended by Section 2 of the First Amendment) is hereby amended by deleting the phrase “eight (8) additional terms” and inserting the phrase “nine (9) additional terms” in lieu thereof.

Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) Renewal Terms, leaving a balance of six (6) Renewal Terms, with the final extension expiring on November 5, 2053.

3. **Relocation of Premises and Tower.**

(a) Landlord and Tenant agree that the Premises shall be relocated, pursuant to the terms of this Section 3, to that portion of Landlord’s property containing two thousand five hundred (2,500) square feet of real property, together with access and utility easements thereto,

as shown on Exhibit A and more particularly described in Exhibit B attached hereto (the “Relocated Premises”). Such relocation work will (i) be performed exclusively by Tenant or its agents, (ii) not result in any interruption of the communications service provided by Tenant on Landlord’s property, including but not limited to Tenant’s right to maintain the rights to the existing communication facility until such time that all tenants are operating at the relocation site, (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord’s property, and (iv) be done in accordance with the terms and conditions contained in this Section 3.

(b) The parties agree and acknowledge that, as part of Tenant’s relocation, Tenant will construct a new telecommunications tower on the Relocated Premises. Landlord hereby grants to Tenant a temporary license over any portion of Landlord’s property that contains the Premises (the “Parent Parcel”) that is reasonably necessary, in Tenant’s discretion, but subject to Landlord’s approval, which shall not be unreasonably withheld, conditioned, or delayed, for the construction of the new tower (together with any work related or incidental thereto, the “Relocation Work”). Tenant agrees not to unreasonably interfere with Landlord’s use of the Parent Parcel while conducting the Relocation Work. Tenant will use commercially reasonable efforts to complete the Relocation Work within six (6) months from the Effective Date of this Amendment. At all times during the Relocation Work, Tenant shall continue to maintain its rights to the existing telecommunications tower (and appurtenant equipment) until such time as the new tower is fully operational.

(c) Upon the completion of the Reconstruction Work (including the relocation of any appurtenant equipment), (i) all references in the Lease (as amended hereby) to the “Premises” shall be deemed references to the Relocated Premises for all purposes, including to the new access and utility easements shown on Exhibit A and more particularly described by metes and bounds in Exhibit B, in which Tenant shall have the right to install, repair, replace, and maintain utility wires, fiber, poles, cable, conduits, and pipes, and (ii) Landlord may dismantle and/or remove the tower structure from the original leased premises.

4. **Rent Abatement.** As further consideration for Tenant’s agreement to relocate its tower and original leased premises in accordance with the terms hereof, Landlord agrees that all rent and other consideration payable to Landlord under the Lease (as amended hereby) shall be abated from the Effective Date of this Amendment through October 31, 2048 (the “Abatement Period”). During the Abatement Period, Landlord waives its right to terminate the Lease for non-payment of rent. In addition, Landlord waives its right to consent to any sublease of all or a portion of the Premises and any alteration or modification to the facilities, equipment or appurtenances within the Premises as may be provided in the Lease.

5. **Rent Increase.** Upon the expiration of the Abatement Period, rent payments will resume and monthly rent shall increase on November 1, 2048, to Three Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$3,725.00) per month. Thereafter, commencing on November 1, 2049, and on each anniversary of that date thereafter (each an “Adjustment Date”), the monthly rent will increase by an amount equal to three percent of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

6. **Surrender of Relocated Premises.** Notwithstanding anything in the Lease to the contrary, Tenant's new telecommunications tower and appurtenant equipment and improvements shall remain the personal property of Tenant and upon the termination of the Lease (as amended hereby), Tenant shall have the right to remove its telecommunications tower and appurtenant equipment and improvements from the Relocated Premises within a reasonable time following such termination.

7. **Survey.** Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises, including any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing description of the Premises, at any time prior to or after execution of this Amendment.

8. **Notice.** Section 12 of the Lease is hereby amended by deleting the addresses for the Landlord and Tenant, and inserting in lieu thereof the following:

LANDLORD:           Arlington ISD  
Office of Asst. Supt. of Facility Services  
690 East Lamar Blvd., Ste. 433  
Arlington, Texas 76011

TENANT:              NCWPCS MPL 32 – Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
Re: Cell Site #843707 – I-20/Park Springs  
Fixed Asset: 10078021  
208 S. Akard Street  
Dallas, Texas 75202-4206

With Copy to:        CCATT LLC  
c/o Crown Castle USA Inc.  
Attn: Legal – Real Estate Department  
Re: Cell Site #843707 – I-20/Park Springs  
2000 Corporate Drive  
Canonsburg, PA 15317

9. **Representations, Warranties and Covenants of Landlord.** Landlord represents, warrants and covenants to Tenant as follows:

- (a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

- (b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.
- (c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.
- (d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the Effective Date of this Amendment.

10. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event Landlord's property on which the Premises is located is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter.

12. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent.

13. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

14. **Entire Lease.** The Lease (as amended by this Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Amendment.

15. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

16. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Tarrant County, Texas, at any time following the execution of this Amendment by all parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

**LANDLORD:**

**ARLINGTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ *ACM*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF TARRANT           §

The foregoing Second Amendment to Site Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Second Amendment to Site Lease. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public:  
[Seal]

My Commission Expires: \_\_\_\_\_



**Exhibit A**

**Site Plan**

(see next three pages immediately following)

# TOWER SURVEY

## BUN# 843707

ARLINGTON  
 4501 PLEASANT RIDGE AVE  
 ARLINGTON, TX 76016  
 TARRANT COUNTY

LEGEND

Additional Land	FOUND 1/2" RGN RCD	Transformer
Building	PT. REAR	Transformer Pad
Asphalt Pavement	SET 1/2" RGN RCD	Catch Basin
Concur - Millor	Proposed Tower Center	Light
Essament	Traverse Point	Utility Vent
Graded	Survey Point	Manhole
Jurisdiction Line	DM	Handhole
Property Line	Concrete	Pull Box
Right of Way	Reinforced	Predial
Setback	Slabs	River
Trailline	Door / Glass	Master
Wellhead	Door / Glass	Valve
Railroad Tracks	Roof	Manhole
Centerline	Roof	Handhole
Road Centerline	Roof	Pull Box
Stream (Openbed)	Roof	Predial
Stream (Covered)	Roof	River
Channel	Roof	Master
Fence	Roof	Valve
Cable TV	Roof	Manhole
Cable Underground	Roof	Handhole
Comdial Sewer	Roof	Pull Box
Cable TV & Elec	Roof	Predial
Cable, Elec. & TV	Roof	River
Electric	Roof	Master
Electric Underground	Roof	Valve
Fiber	Roof	Manhole
Fiber Underground	Roof	Handhole
Gas	Roof	Pull Box
Storm	Roof	Predial
Storm	Roof	River
Telephone	Roof	Master
Telephone Underground	Roof	Valve
Unknown Utility	Roof	Manhole
Water	Roof	Handhole
Tree - High Point	Roof	Pull Box
Tree - Low Point	Roof	Predial
Topo - High Point	Roof	River
Topo - Low Point	Roof	Master
Breaklines	Roof	Valve
Match line	Roof	Manhole
Property Tls	Roof	Handhole
	Roof	Pull Box
	Roof	Predial
	Roof	River
	Roof	Master
	Roof	Valve
	Roof	Manhole
	Roof	Handhole
	Roof	Pull Box
	Roof	Predial
	Roof	River
	Roof	Master
	Roof	Valve
	Roof	Manhole
	Roof	Handhole
	Roof	Pull Box
	Roof	Predial
	Roof	River
	Roof	Master
	Roof	Valve
	Roof	Manhole
	Roof	Handhole
	Roof	Pull Box
	Roof	Predial
	Roof	River
	Roof	Master
	Roof	Valve
	Roof	Manhole
	Roof	Handhole
	Roof	Pull Box
	Roof	Predial
	Roof	River
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# PROPERTY INFORMATION

## PARENT PARCEL

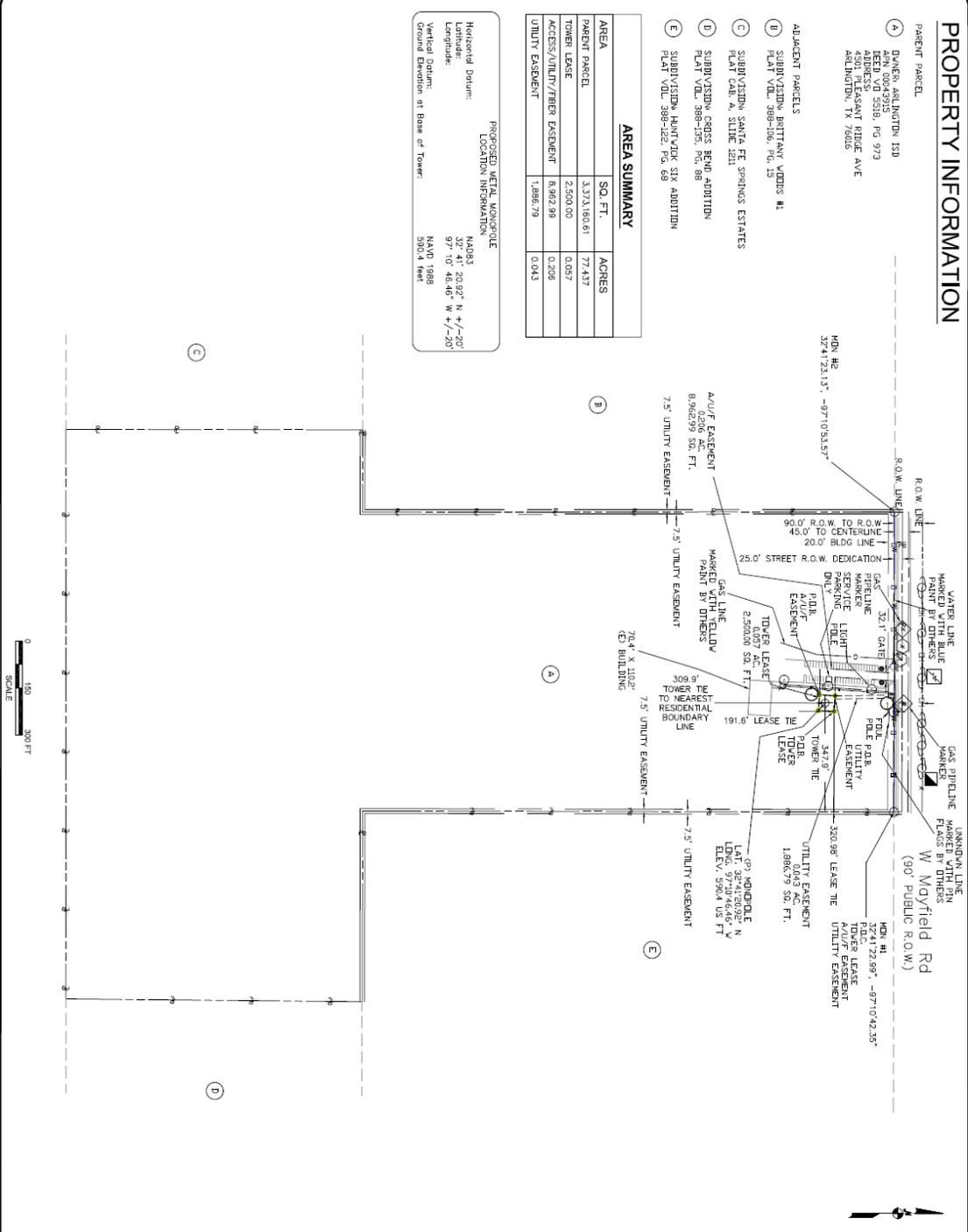
**A** DUNKER ARLINGTON ISD  
 PERM 0043915  
 ADDRESS: 5930 Pg 973  
 4501 PLEASANT RIDGE AVE  
 ARLINGTON, TX 76010

## ADJACENT PARCELS

- B** SUBDIVISION BRITANNY WOODS #1  
 PLAT VOL. 388-106, PG. 13
- C** SUBDIVISION SANTA FE SPRINGS ESTATES  
 PLAT CAB. A, SLIDE 1211
- D** SUBDIVISION CORG BEND ADDITION  
 PLAT VOL. 388-125, PG. 88
- E** SUBDIVISION HUNT WOOD SIX ADDITION  
 PLAT VOL. 388-222, PG. 68

AREA SUMMARY		
AREA	SQ. FT.	ACRES
PARENT PARCEL	3,373,160.61	77.437
TOWER LEASE	2,500.00	0.057
ACCESS/UTILITY/FIBER EASEMENT	6,992.99	0.208
UTILITY EASEMENT	1,886.79	0.043

**PROPOSED METAL WINDTOWER**  
 LOCATION INFORMATION  
 Address: 27.41' 20.92" N +/- 20'  
 Longitude: 97.10' 46.46" W +/- 20"  
 Vertical Datum: NAD 1988  
 Ground Elevation at Base of Tower: 590.4 feet



**SURVEY PERFORMED FOR:**  
**CROWN CASTLE**  
 1500 Corporate Drive  
 Conowingo, PA 19117

**SURVEY COORDINATED BY:**  
 GREGORY L. SURVEYING, INC.  
 13430 NW 10th Terrace, Suite A, Auburn, TX 75815  
 Tel: (889) 416-0510 | Fax: (889) 424-8888

**SURVEY PERFORMED BY:**  
 GREGORY L. SURVEYING, INC.  
 PO BOX 527, ARLINGTON, TEXAS 76010  
 Tel: (889) 424-1000 | Fax: (889) 455-2002

**SURVEYOR'S CERTIFICATION:**  
 I, the undersigned, Gregory L. Surveying, Inc., a duly licensed and bonded surveying firm, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as shown to me by the client and that the survey was performed in accordance with the rules and regulations of the State of Texas and the standards of the profession of surveying.

**DATE:** August 3, 2021

**BY:** Gregory L. Surveying, Inc.

**NOTES:**  
 1. SURVEY PERFORMED ON July 28, 2021.  
 2. SURVEY PERFORMED AT THE PROPERTY OWNER'S REQUEST.  
 3. A SUBSTANTIAL INTEREST IN THIS SURVEY WAS HELD BY THE PROPERTY OWNER AT THE TIME OF THE SURVEY.  
 4. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE STATE OF TEXAS AND THE STANDARDS OF THE PROFESSION OF SURVEYING.  
 5. THE SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY.  
 6. ENCUMBRANCES AT THE TIME OF SURVEY WERE RECORDED IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

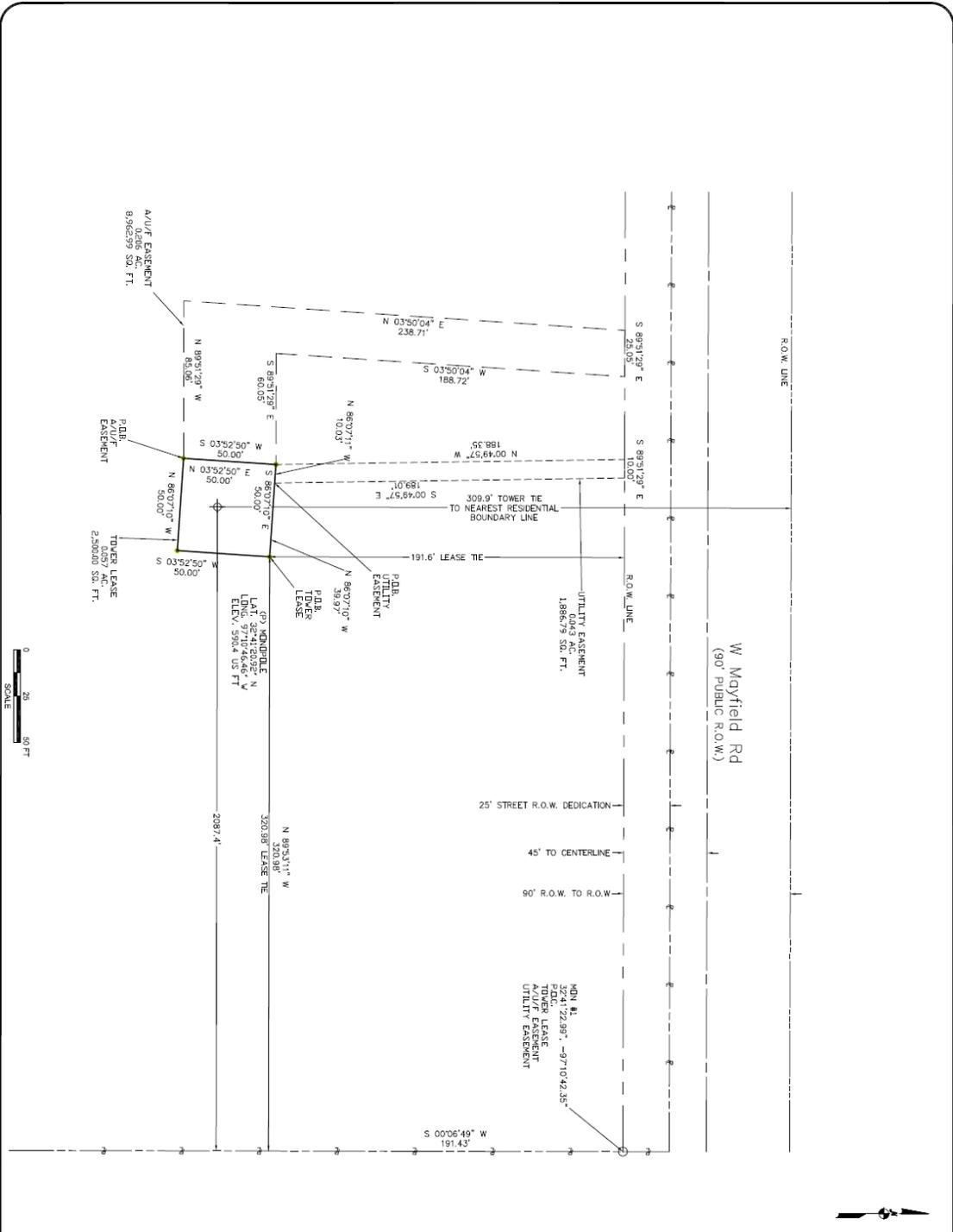
**REVISIONS:**  
 REV. DATE DESCRIPTION DRAWN  
 05/25/22 REVISION DATE

**SITE INFORMATION:**  
 Name: ARLINGTON  
 BUN: 643707  
 Address: 4501 PLEASANT RIDGE AVE  
 ARLINGTON, TX 76016  
 County: Tarrant County

**SITE LOCATED IN:**  
 Milton H. Anderson Survey, Abstract No. 40

**TOWER SURVEY**  
 SHEET TITLE: PROPERTY OVERVIEW

Site Name: I-20/Park Springs  
 BU#: 843707



<b>SURVEY PERFORMED FOR:</b>  1500 Corporate Drive Canalbush, PA 15117	
<b>SURVEY COORDINATED BY:</b> GEORGINA SURVEYING, INC. 13430 NW 10th Terrace, Suite A, Alhambra, TX 75815 Tel: (989) 416-0510   Fax: (989) 466-8888	
<b>SURVEY PERFORMED BY:</b> GEORGINA SURVEYING, INC. PO BOX 527, CANTONVILLE, TEXAS 75848 Tel: (989) 466-0100   Fax: (989) 466-9202	
<b>SURVEYOR'S CERTIFICATION:</b> To the Best of My Knowledge and Belief, I am a duly Licensed Professional Surveyor in the State of Texas, and I am the author of this survey. I certify that the data herein is true and correct to the best of my knowledge and belief. The accuracy to be determined.	
<b>DATE:</b> 07/28/2021 <b>JOB NO.:</b> 21181	<b>SCALE:</b> AS SHOWN <b>DATE:</b> August 3, 2021
<b>ZONING:</b> RS - Residential Single-Family 7.2 <b>FLOOD NOTE:</b> FLOOD INSURANCE RATE MAP SHOWS PARCEL NO. 443003330, EFFECTIVE DATE SEPTEMBER 25, 2009, AND NOT IN A SPECIAL FLOOD HAZARD AREA. <b>BASES OF NORTH:</b> 2009 AND NOT IN A SPECIAL FLOOD HAZARD AREA. <b>DEEDS:</b> DEEDS OF RECORD TO ONE OPERATIONS	
<b>NOTES:</b> 1. SURVEY PERFORMED ON July 28, 2021. 2. ALL DISTANCES MEASURED WITH A LEICA DISTANCE MEASUREMENT SYSTEM (DMS) WITH VERTICAL TIE TO ELEVATION 2276. 3. A SOUNDBITE INTERSECTION THIS SURVEY IS LIMITED TO THE PERFORMED EVIDENCE ONLY. 4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY. 5. ENCUMBRANCES AT THE TIME OF SURVEY WERE NOT RECORDED. 6. ENCUMBRANCES ON OR BEYOND THE SURVEYED PROPERTY.	
<b>REV. DATE:</b> 05/25/22 <b>DESCRIPTION:</b> <b>DATE:</b>	<b>DRWN:</b>
<b>SITE INFORMATION:</b> <b>NAME:</b> ARLINGTON <b>BU#:</b> 843707 <b>Address:</b> 4501 PLEASANT RIDGE AVE <b>County:</b> Tarrant County	
<b>SITE LOCATED IN:</b> <b>TOWER SURVEY</b> <b>SHEET TITLE: SITE OVERVIEW</b>	

Site Name: I-20/Park Springs  
 BU#: 843707

## Exhibit B

### Relocated Premises

BEING a 0.057 acre (2,500.00 square feet) tract of land situated in the Milton H Anderson Survey, Abstract No. 40, being out of a called Lot 1, M.H. Anderson Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-132, Page 12, Plat Records, Tarrant County, Texas, described in deed to Arlington ISD, recorded in Volume 5518, Page 973, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2" iron rod which bears South 00° 06' 49" West for a distance of 25.00 feet from the northeast corner of said Lot 1, M.H. Anderson Addition, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 00° 06' 49" West for a distance of 191.43 feet to a point for corner;

THENCE North 89° 53' 11" West for a distance of 320.98 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for the POINT OF BEGINNING;

THENCE South 03° 52' 50" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 86° 07' 10" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 03° 52' 50" East for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE South 86° 07' 10" East a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.057 acre (2,500.00 square feet) of land, more or less.

### Access and Utility and Fiber Easement

BEING a 0.206 acre (8,962.99 square feet) tract of land situated in the Milton H Anderson Survey, Abstract No. 40, being out of a called Lot 1, M.H. Anderson Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-132, Page 12, Plat Records, Tarrant County, Texas, described in deed to Arlington ISD, recorded in Volume 5518, Page 973, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2" iron rod which bears South 00° 06' 49" West for a distance of 25.00 feet from the northeast corner of said Lot 1, M.H. Anderson Addition, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 00° 06' 49" West for a distance of 191.43 feet to a point for corner;

THENCE North 89° 53' 11" West for a distance of 320.98 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE South 03° 52' 50" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 86° 07' 10" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for the POINT OF BEGINNING;

THENCE North 89° 51' 29" West for a distance of 85.06 feet to a point for corner;

THENCE North 04° 11' 54" East for a distance of 238.71 feet to a point for corner, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 89° 51' 29" East, along said right-of-way, for a distance of 25.05 feet to a point for corner;

THENCE South 03° 50' 04" West, leaving said right-of-way, for a distance of 188.72 feet to a point for corner;

THENCE South 89° 51' 29" East for a distance of 60.05 feet to a point for corner;

THENCE South 03° 52' 50" West a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.206 acre (8,962.99 square feet) of land, more or less.

#### Utility Easement

BEING a 0.043 acre (1,886.79 square feet) tract of land situated in the Milton H Anderson Survey, Abstract No. 40, being out of a called Lot 1, M.H. Anderson Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-132, Page 12, Plat Records, Tarrant County, Texas, described in deed to Arlington ISD, recorded in Volume 5518, Page 973, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2" iron rod which bears South 00° 06' 49" West for a distance of 25.00 feet from the northeast corner of said Lot 1, M.H. Anderson Addition, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 00° 06' 49" West for a distance of 191.43 feet to a point for corner;

THENCE North 89° 53' 11" West for a distance of 320.98 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 86° 07' 10" West for a distance of 39.97 feet to a point for the POINT OF BEGINNING;

THENCE North  $86^{\circ} 07' 10''$  West for a distance of 10.03 feet to a point for corner;

THENCE North  $00^{\circ} 49' 57''$  West for a distance of 188.35 feet to a point for corner;

THENCE South  $89^{\circ} 51' 29''$  East for a distance of 10.00 feet to a point for corner;

THENCE South  $00^{\circ} 49' 57''$  East a distance of 189.01 feet to the POINT OF BEGINNING, and containing 0.043 acre (1,886.79 square feet) of land, more or less.

**RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:**

Crown Castle  
8020 Katy Freeway  
Houston, Texas 77024

**PREPARED BY:**

David A. Brooks  
Cokinos | Young  
1221 Lamar, 16<sup>th</sup> Floor  
Houston, Texas 77010

Cross-Reference: Instrument No. D215092096  
Official Public Records of  
Tarrant County, Texas

---

**MEMORANDUM OF SECOND AMENDMENT TO  
SITE LEASE**

**THIS MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE** (this “Memorandum”) dated as of the last of the signature dates below (the “Effective Date”) by and between **ARLINGTON INDEPENDENT SCHOOL DISTRICT** (“Landlord”), having a mailing address of 690 E. Lamar Blvd., Arlington, Texas 76011, and **NCWPCS MPL 32 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company (“Tenant”), by CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**WITNESSETH:**

**WHEREAS**, Landlord and Metroplex Telephone Company (“Original Tenant”) entered into that certain Site Lease dated November 6, 2003 (the “Original Lease”), whereby Landlord leased to Original Tenant a portion of land consisting of approximately three hundred seventy-five (375) square feet in Tarrant County, Texas, together with access and utility easements thereto (the “Premises”), as more particularly described in the Original Lease; and

**WHEREAS**, the Original Lease was amended by a First Amendment to Site Lease dated April 29, 2015, between Landlord and Tenant, as successor in interest to Original Tenant (the “First Amendment”), a memorandum of which was recorded as Instrument No. D215092096 in the Official Public Records of Tarrant County, Texas (the Original Lease and the First Amendment are hereinafter referred to collectively as the “Lease”); and

**WHEREAS**, Landlord and Tenant entered into that certain Second Amendment to Site Lease dated as of the day hereof (the “Amendment”), in order to, among other things, relocate Tenant’s leased premises and extend the term of the Lease, all upon the terms and conditions more fully set forth therein.

**NOW THEREFORE**, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Relocated Premises.** Landlord and Tenant agreed in the Amendment to relocate Tenant's leased premises, together with its access and utility easements, to that portion of Landlord's property shown on Exhibit A and more particularly described on Exhibit B attached hereto (the "Relocated Premises"), on the terms and conditions set forth in the Amendment.

3. **Renewal Terms.** The Lease was modified in the Amendment to provide for one (1) additional term of five (5) years each (the final Renewal Term, unless the Lease is terminated sooner, will expire November 5, 2053), upon the terms and conditions set forth in the Lease (as amended by Section 2 of the First Amendment).

4. **Remainder of Lease Unaffected.** Except as expressly amended or modified by the Amendment, the Lease remains unchanged and in full force and effect.

5. **Lease Controls.** This Memorandum summarizes, for purposes of the public record, certain rights granted to Tenant in the Lease by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease (as amended). The parties agree and intend that the terms and provisions contained in the Lease (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease (as amended).

6. **Counterparts.** This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

7. **Recordation.** Tenant, at its cost and expense, shall have the right to record this Memorandum in the public records of Tarrant County, Texas, upon the terms and conditions set forth in the Amendment.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the undersigned parties have executed this Memorandum as of the Effective Date.

**LANDLORD:**

**ARLINGTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ *ACM*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF TARRANT           §

The foregoing Memorandum of Second Amendment to Site Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Memorandum of Second Amendment to Site Lease. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public:  
[Seal]

My Commission Expires: \_\_\_\_\_



**Exhibit A**

**Site Plan**

(see next three pages immediately following)



# PROPERTY INFORMATION

## PARENT PARCEL

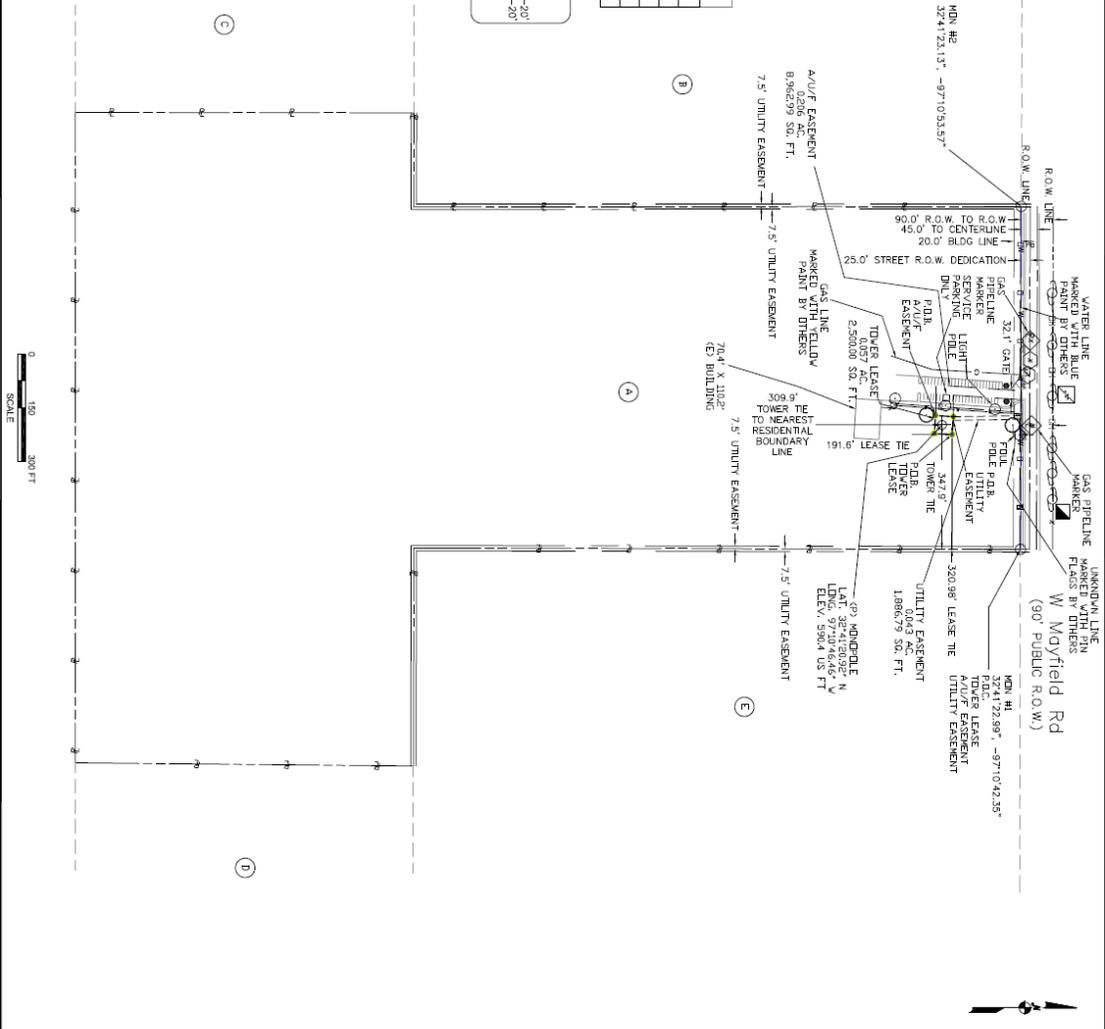
**A** DUNKER ARLINGTON ISD  
 PERM 0043915  
 ADDRESS: 5930 Pg 973  
 4501 PLEASANT RIDGE AVE  
 ARLINGTON, TX 76010

## ADJACENT PARCELS

- B** SUBDIVISION BRITANNY WOODS #1  
 PLAT VOL. 388-106, PG. 13
- C** SUBDIVISION SANTA FE SPRINGS ESTATES  
 PLAT CAB. A, SLIDE 1211
- D** SUBDIVISION GORGES BEND ADDITION  
 PLAT VOL. 388-125, PG. 88
- E** SUBDIVISION HUNTWOOD SIX ADDITION  
 PLAT VOL. 388-222, PG. 68

AREA SUMMARY		
AREA	SQ. FT.	ACRES
PARENT PARCEL	3,373,160.61	77.437
TOWER LEASE	2,500.00	0.057
ACCESS/UTILITY/FIBER EASEMENT	6,992.99	0.208
UTILITY EASEMENT	1,886.79	0.043

**PROPOSED METAL WINDTOWER**  
 LOCATION INFORMATION  
 Address: 4501 PLEASANT RIDGE AVE  
 Horizontal Datum: 27 41' 20.92" N +7-20'  
 Longitude: 97 10' 46.46" W +7-20'  
 Vertical Datum: NAD 1988  
 Ground Elevation at Base of Tower: 590.4 feet



**SURVEY PERFORMED FOR:**  
**CROWN CASTLE**  
 1500 Corporate Drive  
 Conowingo, PA 19117

**SURVEY COORDINATED BY:**  
 GREG LINE SURVEYING, INC.  
 13430 NW 10th Terrace, Suite A, Auburn, TX 75815  
 Tel: (889) 416-0510 | Fax: (889) 424-8888

**SURVEY PERFORMED BY:**  
 GREG LINE SURVEYING PROFESSIONALS  
 PO BOX 527, ARLINGTON, TEXAS 76010  
 Tel: (817) 458-0100 | Fax: (817) 458-2002

**SURVEYOR'S CERTIFICATION:**  
 I, GREG LINE, a duly Licensed Professional Surveyor in the State of Texas, certify that I am the author of this survey and that the information contained herein is true and correct to the best of my knowledge and belief. The accuracy of this survey is based on the survey data provided to me by the client and the survey data collected by me in the field. I have no knowledge of any other survey data that may affect the accuracy of this survey. This survey was performed on July 28, 2021.

**DATE:** August 3, 2021

**ZONING:** RS - Residential Single-Family 7.2

**FLOOD NOTE:** FLOOD RISK INSURANCE RATE AND STATUTORY FLOOD PANEL NO. 4450303000, EFFECTIVE DATE SEPTEMBER 25, 2009, AND NOT IN A SPECIAL FLOOD HAZARD AREA.

**BASIS OF NORTH:** BASIS OF BOUNDARY IS GPS OBSERVATIONS

**NOTES:**  
 1. SURVEY PERFORMED ON JULY 28, 2021.  
 2. ALL DISTANCES MEASURED IN METERS.  
 3. A SUBSTANTIAL INTERFERENCE HAS BEEN OBSERVED TO THE SURVEY DATA. THE INTERFERENCE IS A 22' X 22' X 22' METAL WINDTOWER. THE TOWER IS LOCATED ON THE 2,500 SQ. FT. LEASE TO AND THE FIBER EASEMENT ONLY.  
 4. THE SURVEY DATA HAS BEEN CORRECTED TO REFLECT THE INTERFERENCE.  
 5. THE SURVEY DATA DOES NOT REPRESENT A BOUNDARY SURVEY.  
 6. ENCUMBRANCES AT THE TIME OF SURVEY WERE RECORDED IN THE PUBLIC RECORDS.  
 7. THE SURVEY DATA IS BASED ON GPS OBSERVATIONS ON OR BEYOND THE SURVEYED AREAS.

REV. DATE	DESCRIPTION	DRAWN
05/25/22	REVISION DATE	

**SITE INFORMATION:**  
 Name: ARLINGTON  
 BUN: 643707  
 Address: 4501 PLEASANT RIDGE AVE  
 ARLINGTON, TX 76016  
 County: Tarrant County

**SITE LOCATED IN:**  
 Milton H. Anderson Survey, Abstract No. 40

**TOWER SURVEY**  
 SHEET TITLE: PROPERTY OVERVIEW

Site Name: I-20/Park Springs  
 BU#: 843707



**Exhibit B**

**Relocated Premises**

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COMMENCING at a found 1/2" iron rod which bears South 00° 06' 49" West for a distance of 25.00 feet from the northeast corner of said Lot 1, M.H. Anderson Addition, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 00° 06' 49" West for a distance of 191.43 feet to a point for corner;

THENCE North 89° 53' 11" West for a distance of 320.98 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for the POINT OF BEGINNING;

THENCE South 03° 52' 50" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 86° 07' 10" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 03° 52' 50" East for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE South 86° 07' 10" East a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.057 acre (2,500.00 square feet) of land, more or less.

**Access and Utility and Fiber Easement**

BEING a 0.206 acre (8,962.99 square feet) tract of land situated in the Milton H Anderson Survey, Abstract No. 40, being out of a called Lot 1, M.H. Anderson Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-132, Page 12, Plat Records, Tarrant County, Texas, described in deed to Arlington ISD, recorded in Volume 5518, Page 973, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2" iron rod which bears South 00° 06' 49" West for a distance of 25.00 feet from the northeast corner of said Lot 1, M.H. Anderson Addition, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 00° 06' 49" West for a distance of 191.43 feet to a point for corner;

THENCE North 89° 53' 11" West for a distance of 320.98 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE South 03° 52' 50" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 86° 07' 10" West for a distance of 50.00 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for the POINT OF BEGINNING;

THENCE North 89° 51' 29" West for a distance of 85.06 feet to a point for corner;

THENCE North 04° 11' 54" East for a distance of 238.71 feet to a point for corner, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 89° 51' 29" East, along said right-of-way, for a distance of 25.05 feet to a point for corner;

THENCE South 03° 50' 04" West, leaving said right-of-way, for a distance of 188.72 feet to a point for corner;

THENCE South 89° 51' 29" East for a distance of 60.05 feet to a point for corner;

THENCE South 03° 52' 50" West a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.206 acre (8,962.99 square feet) of land, more or less.

#### Utility Easement

BEING a 0.043 acre (1,886.79 square feet) tract of land situated in the Milton H Anderson Survey, Abstract No. 40, being out of a called Lot 1, M.H. Anderson Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-132, Page 12, Plat Records, Tarrant County, Texas, described in deed to Arlington ISD, recorded in Volume 5518, Page 973, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2" iron rod which bears South 00° 06' 49" West for a distance of 25.00 feet from the northeast corner of said Lot 1, M.H. Anderson Addition, situated on the south right-of-way line of W Mayfield Road (90' public right-of-way);

THENCE South 00° 06' 49" West for a distance of 191.43 feet to a point for corner;

THENCE North 89° 53' 11" West for a distance of 320.98 feet to a set 1/2" iron rod capped "WIMBERLEY 6005" for corner;

THENCE North 86° 07' 10" West for a distance of 39.97 feet to a point for the POINT OF BEGINNING;

THENCE North 86° 07' 10" West for a distance of 10.03 feet to a point for corner;

THENCE North 00° 49' 57" West for a distance of 188.35 feet to a point for corner;

THENCE South 89° 51' 29" East for a distance of 10.00 feet to a point for corner;

THENCE South 00° 49' 57" East a distance of 189.01 feet to the POINT OF BEGINNING, and containing 0.043 acre (1,886.79 square feet) of land, more or less.

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

**Meeting Date:** May 4, 2023

**Consent Item**

**Subject:** The University of Texas at Arlington -Support Effective Educator Development (SEED) grant for Math Teachers

**Purpose:**

To provide the Board of Trustees the opportunity to review and approve The University of Texas at Arlington Support Effective Educator Development (SEED) grant.

**Background:**

This research study through UTA will provide participating teachers with (a) professional development that integrates best practices in technology-based mathematics, positive behavior, and leveled access, (b) a professional learning community focused on integration, (c) a Master of Education degree from UTA, (d) Texas Instruments (TI) technology for use in classrooms accompanied by (e) Teachers Teaching with Technology (T3TM) PD and Coaching, which provides teachers with a hands-on, interactive experience to integrate TI technology into their lessons at no cost to the participating teacher or to AISD.

**Recommendation:**

Administration recommends approval of the UTA SEED grant as presented.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Steven L. Wurtz, Ed.D.
	<b>Date:</b> April 25, 2023

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## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 4, 2023

**Discussion Item**

**Subject:** Strategic Plan Update

**Purpose:**

To provide the Board with progress update pertaining to the strategic plan implementation.

**Background:**

The Board, administration, staff, and community stakeholders have collaboratively developed the new 2022-2027 *Powered by Possibilities* strategic plan to advance the district's innovative work focused on providing equitable programming for students while simultaneously addressing student and staff needs elevated within the current context of unfinished learning. This purpose of the plan is to define strategies, identify specific results and determine actions that lead to achieving the district's Call to Action plan and thereby increasing student achievement to ensure 100% of Arlington ISD students graduate exceptionally prepared. This strategic effort is grounded on three main pillars including a focus on:

- The learner experience;
- Growing and developing people; and
- Promoting college and career readiness.

Realization of the outcomes within the plan are centered on facilitating the development of the critical life-ready skills that learners will need to successfully pursue their goals post high-school graduation.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Steven L. Wurtz, Ed.D.  <b>Date:</b> April 25, 2023