

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
Thursday, May 2, 2024  
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. Personnel, including; New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions, and Evaluation
3. Consult Attorney Regarding Potential and Pending Litigation
4. Public Drainage Easement for 0.0613 acres (2,670.23 sq. ft.) of land located within Lot S, Chestnut Hills East, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-47, Page 121, of the Plat Records, Tarrant County, Texas
5. Easement and Right-of-way for a 1,176 square foot (0.027 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas

**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 Martin High School Choir
- B. Student of the Month
- C. Community Powered by Possibilities Award of Appreciation
- D. Recognition of Outgoing Trustee Dr. Aaron Reich

**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 three (3) 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 Dunn 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 Approval of Resolution Authorizing Participation in Interlocal Agreement and Delegation of Parameter Authority to Superintendent and Chief Financial Officer for Procurement of Electricity Services (pg. 10)

**DISCUSSION / ACTION:**

- A. Consider 2024-2025 Board of Trustees Meeting Calendar (pg. 33)

**DISCUSSION:**

- A. Financial Futures Committee (FFC) Presentation (pg. 35)
- B. Financial Services Update in Investment of Proceeds from Outstanding Bond Issues: Demand Deposit State and Local Government Series (SLGS) Securities (pg. 36)

**CONSENT AGENDA:**

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 37)
- B. Approval of Bids: (pg. 39)  
24-28 Miller and Little ES Additions & Renovations
- C. Approval of Minutes of Previous Meetings, April 2024 (pg. 46)
- D. Approval of a Resolution and Approval of a Public Drainage Easement for 0.0613 acres (2,670.23 sq. ft.) of land located within Lot S, Chestnut Hills East, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-47, Page 121, of the Plat Records, Tarrant County, Texas (pg. 56)
- E. Approval of a Resolution and an Easement and Right-of-way for a 1,176 square foot (0.027 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas (pg. 63)

**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 three (3) 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.*

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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 29<sup>th</sup> day of April, 2024 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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**Matt Smith Ed.D., Superintendent**

## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024

**Action Item**

**Subject:** Ratification of Administrative Personnel

**Purpose:**

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

**Background:**

Screening and interview committees consisting of administrative staff have submitted the names to the Superintendent for consideration.

**Recommendation:**

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

**Submitted to:**

Board of Trustees  
Arlington Independent School District

**Submitted by:**



**Prepared by:** Scott Kahl

**Date:** May 2, 2024

# Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024

**Action Item**

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

## **Purpose:**

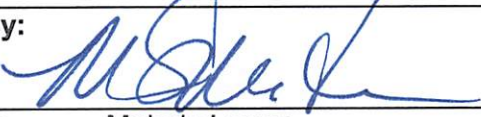
The purpose of this action item is to approve probationary teacher contracts and term teacher contracts.

## **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 2024-25 school year and 2) one-year term contracts to those teachers who are eligible to receive a term contract for the 2024-25 school year.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b>  <b>Prepared by:</b> Melody Lopez <b>Date:</b> April 23, 2024
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# Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024

**Action Item**

**Subject:** 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 2024-25 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> Melody Lopez
	<b>Date:</b> April 23, 2024



## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024

**Action Item**

**Subject:** Consider Approval of Resolution Authorizing Participation in Interlocal Agreement and Delegation of Parameter Authority to Superintendent and Chief Financial Officer for Procurement of Electricity Services

**Purpose:** To provide the Board of Trustees the opportunity to review and approve a resolution authorizing participation in an interlocal agreement with the Texas Public Energy Alliance (TPEA) and delegating parameter authority to the Superintendent and the Chief Financial Officer for the procurement of electricity supply services.

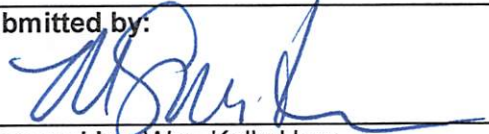
**Background:** The District is currently under contract with Shell Energy (originally MP2) to pay \$35.81 per Megawatt hour (MWh) from January 2020 through June 2024, and then with BP Energy (originally EDF Energy Services, LLC), at \$34.379 per MWh from July 2024 through June 2028. Based on existing market conditions, the future outlook for supply versus demand and a more limited electricity generation capability, it is a very favorable time to consider procuring energy further into the future. District administration and the District's energy consultant, Van Brunt and Associates, are recommending the District take advantage of this opportunity to secure energy to meet the District's demand at the best possible price point available.

The District desires to continue utilizing an energy purchasing cooperative as its procurement method due to its cost effectiveness and ability to contract swiftly to take advantage of current favorable market rates. Using an energy cooperative provides volume discounts with negotiating advantage, while eliminating hidden fees and providing cost saving energy management services to its members.

The Texas Public Energy Alliance (TPEA) currently has eight (8) prequalified suppliers ready to respond to member requests for competitive electricity service bids. As well, the TPEA provides many additional professional services to its members to assist in the management of daily energy operations and future facility planning.

Administration is seeking approval from the Board of Trustees to authorize the Superintendent and the Chief Financial Officer to act on behalf of the District to secure a competitive-based "Strike-Price" agreement for electricity not to exceed \$62.00 per MWh and a term not to exceed 60 months beginning in July 2028 and ending in June 2033. This request for parameter authority will be in place for a period of eight (8) months upon approval and execution of this resolution, ending in December of 2024. If an agreement has not been achieved during this period, administration will seek to establish a new window for parameter authority from the Board of Trustees.

**Recommendation:** Administration recommends approval of resolution authorizing participation in an interlocal agreement with the Texas Public Energy Alliance (TPEA) and delegating parameter authority to the Superintendent and the Chief Financial Officer for the procurement of electricity services.

<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 16, 2024



## MEMORANDUM

**TO:** Darla Moss, Chief Financial Officer

**FROM:** Wm. Kelly Horn, Asst. Supt. of Facility Services

**DATE:** April 16, 2024

**SUBJECT:** Interlocal Energy Procurement Agreement

AISSD Facility Services is recommending the Board of Trustees consider approval of a resolution authorizing participation in an interlocal agreement with the Texas Public Energy Alliance (TPEA) and delegating parameter authority to the Superintendent and the Chief Financial Officer for the procurement of electricity supply services.

Administration has thoroughly vetted the TPEA purchasing cooperative and has determined it to provide the best value option for the long-term purchase of electricity service. The cooperative is comprised of school districts and municipalities across the State of Texas. The purpose of the cooperative is to allow its members to realize collective volume discounts with negotiating advantages that exist through an established list of eight prequalified, reputable, Retail Electricity Providers ("REP") that compete aggressively for energy demands using a common "Strike-Price" process. This process allows members to set a "Strike-Price" and term for REPs to formalize a response. If a REP submits a qualifying offer, the TPEA will notify all other REPs of the qualifying offer with a time limit to provide a better offer. The member will then accept the best qualifying offer available upon closing.

The District is currently under contract with Shell Energy (originally MP2) to pay \$35.81 per Megawatt hour (MWh) from January 2020 through June 2024, and then with BP Energy (originally EDF Energy Services, LLC), at \$34.379 per MWh from July 2024 through June 2028. Both contracts were secured through the TPEA cooperative. Based on existing market conditions, the future outlook for supply versus demand and a more limited energy production capability in the state of Texas, it is a very favorable time to consider procuring energy further into the future. District administration and the District's energy consultant, Van Brunt and Associates, are recommending the District take advantage of this opportunity to secure energy to meet the District's demand at the best possible price point available.

Administration is seeking approval from the Board of Trustees to authorize the Superintendent and the Chief Financial Officer to act on behalf of the District to secure a competitive-based "Strike-Price" agreement for electricity not to exceed \$62 per MWh and a term not to exceed 60 months beginning in July 2028 and ending in June 2033. This request for parameter authority will be in place for a period of eight (8) months upon approval and execution of this resolution and ending in December of 2024. If an agreement has not been achieved during this period, administration will seek to establish a new window for parameter authority from the Board of Trustees.

**A RESOLUTION AUTHORIZING A POLITICAL SUBDIVISION TO PARTICIPATE  
IN THE TEXAS PUBLIC ENERGY ALLIANCE**

**WHEREAS**, Senate Bill 7, enacted by the 76th Texas Legislature, restructures electric power within the State of Texas; and

**WHEREAS**, Section 304.001 of the Local Government Code authorizes political subdivisions to join together to form a political subdivision corporation to negotiate the purchase of electricity or to aid or act on behalf of the political subdivisions for which the corporation is created with respect to their own electricity use for their respective public facilities; and

**WHEREAS**, Texas Public Energy Alliance has been formed as a political subdivision corporation ("Corporation"); and

**WHEREAS**, the Political Subdivision wishes to obtain electricity for its public facilities, at the lowest cost providing the best value, thereby benefiting its citizens and taxpayers; and

**NOW THEREFORE BE IT RESOLVED BY THE POLITICAL SUBDIVISION'S GOVERNING BODY THAT:**

**Section 1.** The Political Subdivision, \_\_\_\_\_, agrees to join other participating political subdivisions and participate in the Corporation.

**Section 2.** The Political Subdivision hereby approves the Texas Public Energy Alliance Certificate of Formation, attached as Exhibit A, the Bylaws, attached as Exhibit B, and the Interlocal Participation Agreement, attached as Exhibit C.

**Section 3.** The Political Subdivision agrees to cooperate with the Corporation in providing data related to electricity demand for its accounts, and other information that may assist in preparing bid solicitations or requests for proposals.

**Section 4.** By approving this resolution, the Political Subdivision does not create an obligation for the Political Subdivision, nor does it authorize the Corporation to actually purchase electricity on its behalf without the Political Subdivision's prior consent to specific purchases. The Political Subdivision understands that prior to authorizing the purchase of electricity through contracts negotiated by the Corporation, information detailing procurement terms will be provided. The Political Subdivision may then purchase electricity through contract(s) negotiated by the Corporation on its behalf by issuing an order, resolution, purchase order or other binding agreement under terms that are materially the same as the terms the Corporation originally described in the information presented to the Political Subdivision.

**Section 5.** The Political Subdivision agrees to allow the Corporation to use its name as a participant in descriptions of the Corporation.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at a regular meeting of the Political Subdivision's governing body.



Name of Political Subdivision:

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By:

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Title:

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## CERTIFICATE OF FORMATION OF TEXAS PUBLIC ENERGY ALLIANCE

The undersigned, each a political subdivision of the state of Texas, acting as the incorporators of a non-profit political subdivision corporation pursuant to Chapter 22 of the Texas Business Organizations Code and Chapter 304 of the Texas Local Government Code, entitled, "Energy Aggregation Measures for Local Governments," hereby adopt the following Certificate of Formation.

### ARTICLE ONE

The corporation will conduct business under the name Texas Public Energy Alliance (the "Corporation").

### ARTICLE TWO

The period of its duration is perpetual.

### ARTICLE THREE

The Corporation is a non-profit political subdivision corporation organized under Chapter 22 of the Texas Business Organizations Code and Chapter 304 of the Texas Local Government Code entitled "Energy Aggregation Measures for Local Governments," as amended. These Articles of Incorporation were duly approved by resolution adopted by the governing body of each political subdivision for which the Corporation is created.

### ARTICLE FOUR

The corporation is organized and shall be operated exclusively to act as an agent to negotiate the purchase of electricity and electricity related services, or to likewise aid or act on behalf of the political subdivisions for which the corporation was created, with respect to their own electricity use for their respective public facilities and to undertake all other lawful acts not prohibited to be undertaken by a political subdivision corporation described in Tex. Loc. Gov't Code §§ 304.001 et seq.

### ARTICLE FIVE

The street address of the initial registered office of the corporation is 3700 Buffalo Speedway, Suite 830, Houston, Texas, 77098, and the name of its initial registered agent at such address is Lindsey Eubank.

### ARTICLE SIX

Except as otherwise provided in these articles and in the bylaws of the corporation, the direction and management of the affairs of the corporation and the control and disposition of its properties and funds shall be vested in a board of directors composed of such number of persons (not less than three (3)) as may be fixed by the bylaws of the corporation. Until changed by the bylaws the original number of directors shall be three (3). The directors shall continue to serve until their successors are selected in the manner provided in the bylaws of the corporation. The

names and addresses of the persons who shall serve as initial directors of the corporation until their successors are duly elected and qualified are as follows:

Annette Van Brunt  
3609 Albans  
Houston, TX 77005

Maritza Alvarez Gonzalez-Cooper  
105 Stonegate North  
Boerne TX 78006

William Wheeler  
2323 Gramercy  
Houston TX 77030

#### ARTICLE SEVEN

A Member of the Corporation shall be a political subdivision of the State of Texas that passes a resolution by its governing body that accepts the Certificate of Formation and Bylaws of the Corporation, contracts for energy through the Corporation, and otherwise adheres to the terms and conditions for membership as may be further described in the bylaws. The corporation shall have no Members with voting rights.

#### ARTICLE EIGHT

The bylaws of the Corporation shall be adopted by the Board of Directors and shall be approved by the governing body of each political subdivision for which the Corporation is created. The governing bodies of at least two political subdivisions have approved this certificate of formation and the bylaws by ordinance, resolution, or order. The power to alter, amend, or repeal the bylaws or to adopt new bylaws shall be vested in the board of directors, save and except Article 3 of the bylaws.

#### ARTICLE NINE

Any action required to or which may be taken at a meeting of the directors or a committee of the board of directors may be taken without a meeting if a consent in writing set forth the action to be taken is signed by a sufficient number of directors or committee members as would be necessary to take that action at a meeting at which all of the directors or committee members were present and voted provided such consent is in the form provided for and such action is taken in accordance with Chapter 22 of the Texas Business Organizations Code, this Certificate of Formation, and the Bylaws of the Corporation.

ARTICLE TEN

The name and address the incorporators of the Corporation are as follows:

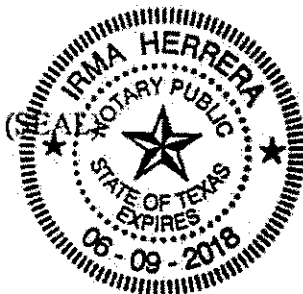
<u>Name</u>	<u>Address</u>
La Joya Independent School District	201 E. Expressway 83 La Joya, Texas 78560

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of May, 2015.

John V. Alariz  
By: John V. Alariz  
Title: Board Member

STATE OF TEXAS                   §  
COUNTY OF Hidalgo       §  
                                          §

SUBSCRIBED AND SWORN TO before me by John V. Alariz,  
Board Member of La Joya Independent School District, a Political Subdivision of the  
State of Texas, on this the 12<sup>th</sup> day of May, 2015, on behalf of said political  
subdivision.



Irma Herrera  
Notary Public in and for  
the State of Texas

ARTICLE TEN

The name and address the incorporators of the Corporation are as follows:

Name

La Feria Independent School District

Address

203 East Oleander Avenue  
La Feria, Texas 78559

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of May, 2015.

La Feria ISD  
By: R. Villalobos  
Title: Superintendent

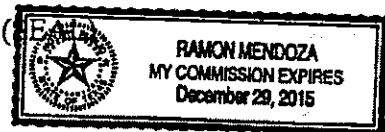
STATE OF TEXAS

COUNTY OF Cameron

§  
§  
§

SUBSCRIBED AND SWORN TO before me by Ramundo Villalobos  
Superintendent of La Feria Independent School District, a Political Subdivision of the  
State of Texas, on this the 11 day of May, 2015, on behalf of said political  
subdivision.

Ramon Mendoza  
Notary Public in and for  
the State of Texas



## **BYLAWS OF TEXAS PUBLIC ENERGY ALLIANCE**

### **ARTICLE 1 NAME AND PURPOSE**

**1.1 Name.** The name of the corporation is Texas Public Energy Alliance (the "Corporation").

**1.2 Purpose.** The corporation is organized and shall be operated exclusively to act as an agent to negotiate the purchase of electricity and electricity related services, or to likewise aid or act on behalf of the political subdivisions for which the corporation was created, with respect to their own electricity use for their respective public facilities and to undertake all other lawful acts not prohibited to be undertaken by a political subdivision corporation described in Tex. Loc. Gov't Code §§ 304.001 et seq.

**1.3 Offices.** The Corporation may have, in addition to its registered office, offices at such places, both with and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

### **ARTICLE 2 MEMBERS**

**2.1 Number, Powers and Duties.** A Member of the Corporation shall be a political subdivision of the State of Texas that passes a resolution by its governing body that accepts the Certificate of Formation and Bylaws of the Corporation, approves an interlocal agreement to contract for energy through the Corporation, and otherwise adheres to the terms and conditions for membership as may be further described in the bylaws. The Corporation shall have no Members with voting rights. The Corporation's Board of Directors may by resolution, authorize the formation of an advisory panel to provide advice to the Corporation's Board of Directors and/or the President of the Corporation. The terms of appointment and government with respect to the advisory panel shall be determined by the Board of Directors and may be set forth in resolutions authorizing the formation of such panel.

**2.2 Identity.** The identity of the Advisory Members of this Corporation shall be determined by the Board of Directors (each, an "Advisory Member").

**2.3 Non-Liability of Advisory Members.** The Advisory Members shall not be individually liable for the debts, liabilities, or obligations of the Corporation.

**2.4 Board Authority to set Membership Dues and Aggregation Fees.** The Board of Directors shall have the authority to establish membership dues, an aggregation fee, rebates, and any other necessary fees, to be applicable to the Members of the Corporation contracting with the Corporation. The Board may amend such dues and fees at its discretion.

**2.5 Withdrawal of Members.** Membership in the Corporation may be withdrawn without prejudice to any rights the Corporation may have under any contract to which the member is a party or to any membership dues and/or fees owed the Corporation. Membership in the Corporation may be withdrawn by providing the Corporation written notice comprised of a

resolution duly adopted by the governing body of the Member clearly stating that the Member is withdrawing from the Corporation and that the Corporation is not to negotiate, manage, or conduct electricity purchasing for any electricity accounts of the Member. Membership in the Corporation may be withdrawn after the date on which the Corporation begins a competitive procurement process for the member, but such withdrawal shall be effective at the end of the term of any contract procured in that competitive procurement process. Withdrawal of Membership also constitutes resignation from the Advisory Panel.

**2.6 Meetings.** The Members shall meet annually and at such other times and locations as may be set by the Board of Directors.

## **ARTICLE 3 BOARD OF DIRECTORS**

**3.1 Number, Tenure, and Vacancies.** The direction and management of the affairs of the Corporation and the control and disposition of its properties and funds shall be vested in a Board of Directors (the "Board") which shall consist of not less than three (3) persons. Such number of directors shall from time to time be fixed and determined by the Board of Directors and shall be set forth in the notice of any meeting of the Corporation's Board of Directors held for the purposes of electing directors. Until changed by the Board of Directors in accordance with these Bylaws, the number of directors constituting the Board shall be three (3). The original directors shall hold office until the first annual meeting of the directors and until their successors are duly elected and qualify; thereafter, directors so elected shall hold office for a period of one (1) year and until their successors are duly elected and qualify. A director elected by virtue of an increase in the number of directors of the Corporation shall hold office until the next annual meeting of directors and until his or her successor is duly elected and qualifies. A vacancy shall be declared in any seat on the Board upon the death, resignation or removal of the occupant thereof, or upon the disability of any occupant rendering him or her permanently incapable of participating in the management and affairs of the Corporation. In case of election to fill a vacancy, the term of the successor shall be for the unexpired term for which the former occupant thereof was elected.

**3.2 Resignation of Directors.** Each director shall have the right to resign at any time upon written notice thereof to the President or Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

**3.3 Removal of Directors.** The Board of Directors may remove at any time a director from the Board when such removal is determined by the Board of Directors to be in the best interest of the Corporation.

**3.4 Election.** Directors constituting the initial Board shall be named in the Articles of Incorporation of the Corporation. Thereafter, successor directors shall be elected at a regular meeting of the Board of Directors to serve terms as directed by the Board of Directors. A director may be elected to succeed himself or herself.

**3.5 Annual Meeting.** The annual meeting of the Board for the election of officers and the transaction of such other business as may lawfully come before the meeting shall be held at such time and on such day as established from time to time by the Board. The Chairman of the Board or the Secretary of the Corporation shall give a minimum of one day's notice of such meeting to each director, either personally or by mail or email.

**3.6 Order of Business.** The order of business at the annual meeting shall be as follows:

- (a) Roll call.
- (b) Reading of the notice of the meeting.
- (c) Reading of the minutes of the preceding meeting and action thereon.
- (d) Election of Directors by the Board of Directors.
- (e) Reports of officers.
- (f) Election of officers.
- (g) Miscellaneous business.

**3.7 Additional Meetings.** Additional meetings of the Board shall be held whenever called by the Chairman of the Board of the Corporation or upon written request of any two directors. The Chairman of the Board or the Secretary shall give one day's notice of each such additional meeting either personally or by mail or email.

**3.8 Quorum for Meetings.** A majority of the directors shall constitute a quorum for the transaction of business at all meetings convened according to these bylaws.

**3.9 Voting.** The affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by law or these bylaws.

**3.10 Proxies.** A director may vote at a meeting of the Board by proxy executed in writing by the director and delivered to the Secretary of the Corporation at or prior to such meeting; however, a director present by proxy at any meeting of the Board may not be counted to determine whether a quorum is present at such meeting. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

**3.11 Compensation.** Directors, as such, shall not be entitled to any stated salary for their services but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each meeting of the Board.

## **ARTICLE 4 NOTICES**



**4.1 Form of Notice.** Whenever under the provisions of these bylaws, notice is required to be given to any director and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such director at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same be thus deposited, postage prepaid, in the United States mail as aforesaid.

**4.2 Waiver.** Whenever any notice is required to be given to any director under the provisions of these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

## **ARTICLE 5 GENERAL OFFICERS**

**5.1 Election.** The officers of this Corporation shall be a Chair of the Board, a Vice Chair of the Board, a President, a Secretary, a Treasurer and such other officers as may be determined and selected by the Board. The Board, at its first meeting and annually thereafter at the annual meeting, shall elect the officers. The officers so elected shall hold office for a period of one year and until their successors are elected and qualify. The offices of President and Secretary/Treasurer may not be filled by the same person, but all other offices may be filled by the same person.

**5.2 Attendance at Meetings.** The Chair of the Board, and in his or her absence, the Vice Chair of the Board, and in his or her absence, the President, shall call meetings of the Board to order, and shall act as chairman of such meetings. The Secretary/Treasurer of the Corporation shall act as secretary of all such meetings, but in the absence of the Secretary/Treasurer the Chairman of the Board may appoint any person present to act as secretary of the meeting.

**5.3 Duties.** The principal duties of the several officers are as follows:

(a) Chair of the Board. He or she shall preside at all meetings of the Board, and may exercise the powers vested in him or her by the Board, by law of these bylaws, or which usually attach or pertain to such office.

(b) Vice Chair of the Board. When the Chair of the Board is not in attendance, he or she shall preside at all meetings of the Board. He or she shall exercise the powers vested in him or her by the Board, by law or these Bylaws or which usually attach or pertain to such office.

(c) President. The President shall be the chief executive officer of the Corporation. He or she shall have general charge and supervision of the business, property, and affairs of the Corporation. The President shall see that all orders and resolutions of the Board are carried into effect. The President shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board and shall perform such other duties as may be assigned to him or her from time to time by the Board.

(d) **Secretary.** The Secretary, or other officer designated by the Board, shall (i) have charge of the records and correspondence of the Corporation under the direction of the President, and shall be the custodian of the seal of the Corporation, (ii) give notice of and attend all meetings of the Board, (iii) take and keep true minutes of all meetings of the Board of which, ex officio, he or she shall be the secretary, and (iv) perform such additional duties as may be prescribed from time to time by the Board.

(e) **Treasurer.** The Treasurer, or other officer designated by the Board, shall (i) keep account of all moneys, credits and property of the Corporation which shall come into his or her hands and keep an accurate account of all money received and discharged, (ii) except as otherwise ordered by the Board, have the custody of all the funds and securities of the Corporation and shall deposit the same in such banks or depositories as the Board shall designate, (iii) keep proper books of account and other books showing at all times the amount of the funds and other property belonging to the Corporation, all of which books shall be open at all times to the inspection of the Board, (iv) submit a report of the accounts and financial condition of the Corporation at each annual meeting of the Board, (v) under the direction of the Board, disburse all moneys and sign all checks and other instruments drawn on or payable out of the funds of the Corporation, which checks, however, must also be signed by the Secretary, (vi) make such transfers and alterations in the assets of the Corporation as may be ordered by the Board, and (vii) in general, perform all the duties which are incident to the office of treasurer, subject to the Board.

**5.4 Vacancies.** Whenever a vacancy shall occur in any general office of the Corporation, such vacancy shall be filled by the Chairman of the Board subject to ratification by the Board at its next meeting subsequent to such appointment. Such new officer shall hold office until the next annual meeting and until his or her successor is elected and qualifies.

## **ARTICLE 6 APPOINTED OFFICERS AND AGENTS**

The Board may appoint such officers and agents in addition to those provided for in Article 5, as may be deemed necessary, who shall have such authority and perform such duties as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.

## **ARTICLE 7 EXECUTIVE COMMITTEE**

**7.1 Members.** The Board may, by resolution passed by a majority of the whole Board, establish an Executive Committee which shall consist of not less than two (2) directors, one of whom shall be the Chair of the Board and one of whom shall be the Vice Chair of the Board.

**7.2 Powers.** The Executive Committee shall have power to make investments of funds of the Corporation and to change the same, and from time to time to sell any part or all of the assets of the Corporation or any rights or privileges that may accrue thereon and to cause the same to be transferred by the proper officers of the Corporation. During the intervals between meetings of

the Board, the Executive Committee shall have the immediate charge, management and control of the activities and business affairs of the Corporation and have full power to do any and all things in relation to the affairs of the Corporation and to exercise any and all powers of the Board in the management and direction of the business and conduct of the affairs of the Corporation. The Executive Committee shall direct the manner in which the books and accounts of the Corporation shall be kept and cause to be examined from time to time the accounts and vouchers of the Treasurer or designee and moneys received and paid out by the Treasurer or designee. The Executive Committee shall keep a record of its proceedings and report the same to the Board at each succeeding meeting of the Board.

**7.3 Quorum.** A majority of members of the Executive Committee shall constitute a quorum.

## **ARTICLE 8 INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**8.1 Indemnification.** Chapter 8 of the Texas Business Organizations Code permits the Corporation to indemnify its present and former directors and officers to the extent and under the circumstances set forth therein. The Corporation hereby elects to and does hereby indemnify all such persons to the fullest extent permitted or required by such Article promptly upon request of any such person making a request for indemnity hereunder. Such obligation to so indemnify and to so make all necessary determination may be specifically enforced by resort to any court of competent jurisdiction. Further, the Corporation shall pay or reimburse the reasonable expenses of such persons covered hereby in advance of the final disposition of any proceeding to the fullest extent permitted by such Article and subject to the conditions thereof.

## **ARTICLE 9 AMENDMENTS**

These bylaws may be amended only by the Board of Directors, save and except Article 3 of the bylaws.

# CERTIFICATE

I, the undersigned, William W. Heller, Secretary of Texas Public Energy Alliance, a Texas non-profit political subdivision corporation, do hereby certify that the foregoing bylaws were duly adopted as the bylaws of the Corporation on 5/19, 2015, by the affirmative vote of the directors of the Corporation.

Dated: 5/19, 2015.

William W. Heller  
\_\_\_\_\_, Secretary

## **INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement (“Agreement”) is entered into by and between Texas Public Energy Alliance (“TPEA”), a non-profit political subdivision corporation organized under Chapter 22 of the Texas Business Organizations Code and Chapter 304 of the Texas Local Government Code, and the undersigned, a political subdivision of the State of Texas (“Member”).

**WHEREAS**, TPEA is organized and operated exclusively to act as an agent to negotiate the purchase of electricity and electricity related services, or to likewise aid or act on behalf of the political subdivisions for which the corporation was created, with respect to their own electricity use for their respective public facilities and to undertake all other lawful acts not prohibited to be undertaken by a political subdivision corporation described in Tex. Loc. Gov’t Code §§ 304.001 et seq; and

**WHEREAS**, Member has passed the Resolution Authorizing a Political Subdivision to Participate in the Texas Public Energy Alliance, whereby Member approved of the Certificate of Formation and the Bylaws of TPEA; and

**WHEREAS**, Member wishes to obtain electricity for its public facilities through TPEA in order to benefit its stakeholders.

**NOW, THEREFORE**, for and in consideration of the mutual agreements and promises set forth herein, TPEA and Member agree as follows:

### **ARTICLE ONE: TPEA RESPONSIBILITIES**

**1.01** TPEA agrees to engage in the competitive solicitation of electricity on behalf of Member, either individually or as part of an Energy Aggregation Pool (“EAP”) created by TPEA and its Energy Consultant, in accordance with applicable laws of the state of Texas.

**1.02** For Individual Contracts, TPEA agrees to solicit pricing from the Retail Electricity Providers (“REP”) and to negotiate the terms of a standard contract agreed to by Member for energy services on behalf of Member with the REP selected. For EAP Contracts, TPEA agrees to solicit pricing on behalf of the EAP and to negotiate the terms of a standard contract to be used by members of the EAP, including Member, with the REP selected by TPEA on behalf of the EAP.

**1.03** TPEA agrees to assist Member with the addition or deletion of metered accounts with the REP during the duration of the Member’s contract with TPEA and the REP.

**1.04** Upon request by Member, TPEA will make a good faith effort to negotiate on Member’s behalf settlements of reasonable disputes regarding Member’s electric or natural gas service. Provided, however, that TPEA assumes no liabilities or responsibilities to: 1) engage in protracted negotiations; 2) reach any settlement; or 3) reach any settlement to Member’s satisfaction.

## **ARTICLE TWO: MEMBER RESPONSIBILITIES**

**2.01** Member agrees to participate in TPEA's electricity procurement program (the "Program") and represents that its governing body has authorized a resolution to allow Member to participate in the Program. Member agrees that, upon execution of this Agreement by Member, TPEA shall be Member's exclusive agent for the procurement of electricity services continuing for a until the Member awards an Electricity Supply Contract through TPEA's procurement program (the "Exclusivity Period") so that Member's electricity supply requirements may be submitted for competitive solicitation by TPEA. This exclusivity requirement is limited to Member's accounts in localities served by an electric utility that is subject to electricity deregulation. Member agrees to fully cooperate with TPEA and its Electricity Consultant (the "Consultant") during the competitive solicitation and negotiation process, and Member agrees that it shall not enter into any other electricity supply agreement, solicitation, or negotiation during the Exclusivity Period.

**2.02** Member agrees to designate an individual as its authorized representative ("Member Representative"), which Member Representative shall be approved by the Superintendent and/or his or her authorized designee, to act as Member's authorized agent with respect to the Program. Member agrees that the Member Representative shall have express authority to represent Member and to contract on behalf of Member with respect to the Program, and Member agrees that TPEA shall not be required to seek approval of or contact any other individual regarding any matters related to the Program. Member agrees that all notices required to be given to Member shall be properly delivered if delivered to the Member Representative. Member reserves the right to change its Member Representative, which change shall be effective when given in the manner prescribed by the Notice provisions contained in Section 5.03 of this Agreement and confirmed in writing by TPEA.

**2.03** Member agrees to provide account information, including service addresses, ESI ID numbers, account numbers, current electricity supply contract, and load data for all of Member's current accounts located in localities subject to electricity deregulation. Member warrants and represents that the account information it provides to TPEA is accurate to the best of its knowledge, and Member agrees to verify the accuracy of the accounts submitted for bid in the solicitation process and in the agreement negotiated by TPEA with the REP. This information shall be provided to TPEA by Member within ten (10) business days of the execution of this Agreement.

**2.04** Member agrees to execute a letter of authorization to allow TPEA and/or Consultant to obtain Member's electricity usage data from the Member's local utility or utilities.

**2.05** If TPEA presents to Member a proposed Electricity Supply Contract that is acceptable to Member, Member agrees to execute the electricity supply contract (the "Electricity Supply Contract") negotiated by TPEA to purchase electricity to satisfy all of Member's electricity requirements for all of Member's accounts in localities subject to electricity deregulation for a minimum twelve (12) month period commencing upon the expiration of Member's current electricity supply contract (or, if Member is not subject to a current electricity supply contract, commencing upon \_\_\_\_\_, 20\_\_) based upon the prices obtained by TPEA through the Program. Member agrees that time is of the essence and agrees to execute the Electricity Supply Contract within the time period required by the REP. Member's governing board hereby authorizes

the Superintendent, Chief Operating Officer, or Member Representative to execute the Electricity Supply Contract negotiated by TPEA.

**2.06** Member agrees to notify TPEA and/or the Consultant and the REP in the event Member obtains additional metered accounts or disconnects metered accounts during the term of the Electricity Supply Contract. Member agrees that additional metered accounts shall be subject to the existing Electricity Supply Contract awarded through the Program.

### **ARTICLE THREE: PRICING, DUES, AND CONSIDERATION**

**3.01** As consideration for Member's participation in the Program, and subject to Member signing an Electricity Supply Contract through TPEA, Member agrees to pay TPEA the fees described in the Member Pricing Sheet, attached as Exhibit A and incorporated herein by reference (the "TPEA Fees"). The TPEA Fees shall be generated by the Electricity Supply Contract. The TPEA Fees shall be collected by the REP and paid to TPEA and/or Consultant. In the event that the REP does not make payment to TPEA and/or Consultant, Member shall be responsible for payment of TPEA Fees to TPEA and/or Consultant upon invoice by TPEA and/or Consultant. Member agrees that all amounts payable to TPEA and/or Consultant under this Agreement are fair compensation for the services provided by TPEA and/or Consultant under this Agreement.

### **ARTICLE FOUR: TERM, TERMINATION, AND RELATIONSHIP OF THE PARTIES**

**4.01** The initial term of this Agreement shall commence upon execution of the Agreement by Member and shall continue through the expiration of the Electricity Supply Contract. If Member does not terminate this Agreement at least 9 months prior to the expiration of the Electricity Supply Contract awarded through TPEA, then this Agreement automatically renews, a new Exclusivity Period begins, and TPEA may begin to solicit pricing for Member for a new Electricity Supply Contract. The conditions of this Agreement shall apply to the initial term and to all renewal terms.

**4.02** In the event of material breach of this agreement by TPEA, Member may terminate this agreement by providing TPEA with written notice of such breach and providing TPEA thirty (30) days opportunity to cure such breach after TPEA's receipt of such notice. Notwithstanding the foregoing, Member may not terminate unless all TPEA Fees have been paid in full.

**4.03** In the event Member fails to pay any TPEA Fees, TPEA may terminate this Agreement by providing Member ten (10) days written notice of such breach and providing Member ten (10) days opportunity to cure after Member's receipt of such notice. In the event of any other material breach of this Agreement by Member, TPEA may terminate this agreement by providing Member with thirty (30) days prior written notice of such breach and providing Member thirty (30) days opportunity to cure such breach after Member's receipt of such notice.

**4.04** In the event of termination by either party during the term of this Agreement, Member shall be solely responsible for any increases in cost of electricity after termination and for any unpaid amounts due under this Agreement. TPEA may seek all amounts due and owing from

Member, including fees from any Electricity Supply Contracts awarded through TPEA, and Member shall not be entitled to a refund of any Membership Fees or TPEA Fees paid. All rights of Member to receive rebates under this Agreement shall terminate upon termination.

**4.05** Nothing in this Agreement will be construed to make TPEA or its Consultant a financial, investment, or legal advisor to Member. TPEA and/or Consultant is not and is not to be construed as the “agent” of Member or acting in any similar capacity or standing, unless otherwise provided herein, and then, only for the limited circumstances under which such designation applies.

**4.06** TPEA and Consultant will endeavor to ensure that the bidding, solicitation, and award of the Electricity Supply Contract is conducted at commercially reasonable market based prices based on conditions that prevail at the time the Electricity Supply Contract is executed. TPEA and Consultant do not and cannot guarantee any particular financial result under this Agreement or the Electricity Supply Contract, and are not responsible for changes in market conditions and electricity prices either before or after this Agreement or before or after award of the Electricity Supply Contract. Nothing set forth in this Agreement is intended to establish a standard of care applicable to fiduciary or similar trust relationship. Except as expressly stated in this Agreement, neither Member nor TPEA have any separate obligations or duties, including without limitation, any fiduciary duties or other implied duties with respect to their obligations under this Agreement. Neither TPEA and/or Consultant nor their Affiliates will be responsible for any business opportunities that may not be realized by Member. The parties waive, to the fullest extent permitted by Applicable Law, any fiduciary or other similar duties that may arise in connection with the Agreement.

**4.07** The Member agrees that it will satisfy any procedural obligations required under 2 CFR 200, and that TPEA shall have no responsibility for compliance with such requirements, except that TPEA will retain and furnish to the Member all documentation related to TPEA’s procurement of the Member’s electricity. TPEA will further notify potential vendors, in the solicitation documents, that vendors will be required to provide any and all certifications to the government customer that may be required by law.

## **MISCELLANEOUS**

**5.01** This agreement shall be construed in accordance with the laws of the State of Texas. Any cause of action, claim, or dispute arising out of this agreement shall be subject to the laws of the state of Texas, and venue shall be in the courts in Harris County, Texas.



**5.02** Subject to applicable laws, Member agrees that it will comply with any reasonable requests for information and records made by TPEA, and its consultant, and agrees that TPEA may audit the relevant records of any Member. Failure of any Member to comply with this section shall be a material breach.

**5.03** All notices required to be provided under this Agreement shall be sent by certified mail, return receipt requested, to the following:

If to Member:

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

If to TPEA:

Texas Public Energy Alliance  
2726 Bissonnet, Suite 240-136  
Houston, Texas 77005

All changes in notice address shall be submitted per the terms of this subsection.

**5.04** TPEA AND/OR ITS CONSULTANT DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR FREE FROM ERROR. TPEA, ITS CONSULTANTS, AND CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT OR THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT NEITHER TPEA AND/OR CONSULTANT NOR MEMBER SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES RELATING TO OR ARISING FROM THIS AGREEMENT, THE ELECTRICITY SUPPLY CONTRACT, OR ANY ACTIONS OF THE PARTIES RELATING IN ANY WAY THERETO FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, BUSINESS INTERRUPTION, PUNITIVE, OR EXEPLARY DAMAGES; WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE AND REGARDLESS OF THE FAULT, NEGLIGENCE (IN WHOLE OR IN PART) OR STRICT LIABILITY OF THE PERSON WHOSE LIABILITY IS LIMITED); BREACH OF CONTRACT OR BREACH OF WARRANTY, OR OTHERWISE.

**5.05** The illegality, invalidity, or unenforceability in whole or in part, of any provision of this Agreement will not affect the legality, validity and enforceability of the remaining provisions of this Agreement.

**5.06** No modification, amendment, or other change to this Agreement will be binding on any Party unless consented to in writing executed by both Parties.

**5.07** Failure by a Party to exercise any of its rights or remedies under this Agreement does not constitute a waiver of such rights or remedies. Neither Party will be deemed to have waived any right or remedy to which it may be entitled, any provision of this Agreement, or any failure of default of the other Party unless it has made such waiver specifically in writing.

**5.08** This Agreement may be executed in one or more counterparts and by different Parties in separate counterparts, each of which will be deemed an original and all of which will be deemed one and the same Agreement. The delivery of an executed counterpart to this Agreement by electronic means is effective for all purposes as the delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Execution Date.

**TEXAS PUBLIC ENERGY ALLIANCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**MEMBERSHIP PRICING SHEET**

All fees are included in any electricity contract awarded through TPEA. There are no additional fees.

**TPEA FEES:**

\$0.90 per MWh (or \$0.0009 per kwh) for contracts less than 36 months

\$0.80 per MWh (or \$0.0008 per kwh) for contracts 36 months or greater

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## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024

**Discussion-Action Item**

**Subject:** 2024-2025 Board of Trustees Meeting Calendar


**Purpose:**

The purpose is to discuss and possibly adopt a meeting schedule for the 2024-2025 school year.

**Background:**

Traditionally in May, the Board considers a meeting calendar for the upcoming year. This discussion / action item will give Board members, staff and the community notice of when the Board will consider school district business.

The Board has the authority to change a scheduled meeting or call additional meetings at any time, as deemed necessary.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Matt Smith, Ed.D.
	<b>Date:</b> April 23, 2024



**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Matt Smith, Ed.D.  
Superintendent

**DATE:** April 23, 2024

**SUBJECT:** **2024 – 2025 Board of Trustee Meeting Calendar**

The proposed 2024-2025 Board of Trustee meeting dates for your consideration are as follows:

Month	Date
July 2024	None
August 2024	1 <sup>st</sup> , 15 <sup>th</sup>
September 2024	5 <sup>th</sup> , 19 <sup>th</sup>
October 2024	3 <sup>rd</sup> , ^15 <sup>th</sup>
November 2024	7 <sup>th</sup> , 21 <sup>st</sup>
December 2024	12 <sup>th</sup>
January 2025	16 <sup>th</sup>
February 2025	6 <sup>th</sup> , 20 <sup>th</sup>
March 2025	6 <sup>th</sup>
April 2025	3 <sup>rd</sup> , 17 <sup>th</sup>
May 2025	1 <sup>st</sup> , 15 <sup>th</sup>
June 2025	5 <sup>th</sup> ^*10 <sup>th</sup> , if necessary ^17 <sup>th</sup> *26 <sup>th</sup> , if necessary

^October 15<sup>th</sup>, June 10<sup>th</sup> and June 26<sup>th</sup> are Tuesdays.

\*Only if needed.

The Board has the option to change the above calendar or call a meeting at any time during the year, as needed.

## Arlington Independent School District Board of Trustees Communication


<b>Meeting Date:</b>	May 2, 2024	<b>Discussion Item</b>
<b>Subject:</b>	Financial Futures Committee (FFC) Presentation	

### **Purpose:**

To give the Financial Futures Committee an opportunity to present their recommendations to the AISD Board of Trustees. The FFC is charged with providing recommendations for the budget and long-range financial plans as appropriate to support the District's Strategic Plan.

### **Background:**

Since its inception in 1992, the FFC has provided the Arlington ISD Board of Trustees with valuable input from the community. The FFC serves in an advisory capacity to the Board of Trustees. The FFC reviews external and internal data affecting AISD budgets, provides input to the administration and Board for long-range financial planning, and reports advisory, consensus recommendations to the administration and Board regarding AISD's annual budget.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b>	
	<b>Prepared by:</b>	Carla Martin
	<b>Date:</b>	April 24, 2024

## Arlington Independent School District Board of Trustees Communication

<b>Meeting Date:</b>	May 2, 2024	<b>Discussion Item</b>
<b>Subject:</b>	Discussion of Investment of proceeds from outstanding bond issues: Demand Deposit State and Local Government Series (SLGS) securities".	

**Purpose:**

To provide an overview of the district's arbitrage rebate liabilities and to provide an option for an investment opportunity that can result in significantly higher retainable earnings for the district.

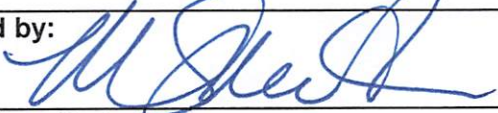
**Background:**

Arlington ISD voters approved a bond proposition in the amount of \$966M on November 5, 2019. The district has issued \$806M of these bonds to date including the premium. The district invests these bonds until they are needed for project expenditures. These bonds are considered arbitrage bonds when the district invests all or part of the bond proceeds with a yield materially higher than the bond yield and if the district does not make rebate payments to the U. S. Treasury in the amount and the times required. AISD engages with Hilltop Securities to monitor arbitrage annually.

Arbitrage occurs when tax-exempt bond proceeds are invested in higher yielding taxable securities resulting in a profit. This creates a potential arbitrage liability. AISD's bond proceeds exceed the arbitrage yield due to the recent rise in interest rates. AISD's Series 2020, 2021, 2022, and 2023 are subject to arbitrage rebate or restriction of yield penalty.

In partnership with the Financial Advisor, Hilltop Securities, the district is considering options covered by the local investment policy (CDA LOCAL) to invest funds in securities without earnings limitations.

George Williford, Hilltop Securities Managing Director, will provide an update on Demand Deposit State and Local Government Series (SLGS) securities and options for the district.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Darla Moss
	<b>Date:</b> April 23, 2024



New Employees Hired 4/5/2024 - 5/1/2024

Last Name	First Name	Location/Organization	Position	Start Date	Level
DOYLE	CHRISTYL	SAM HOUSTON	ELAR	4/1/2024	SEC
STALEY	AMY	LITTLE	6TH ESL	3/18/2024	ELEM
KLING	ISABEL	JOHNS	PRE K ESL	3/5/2024	ELEM
BURKE	CHRISTOPHER	FACILITIES, PLANNING	SPECIALIST	4/9/2024	ADMIN
BLACK	SHANNON	ELLIS	INCLUSION	4/8/2024	ELEM
RODRIGUEZ	ELVIA	LAMAR	SPANISH	4/10/2024	SEC
COOPER	KRATRINA	MCNUTT	CAMPUS INSTRUCTIONAL COACH	4/17/2024	ELEM
WARREN	VICTORIA	STUDENT OUTREACH	COORDINATOR	5/1/2024	ADMIN
LARA PACHECO	DANIEL	WORKMAN	ART	4/9/2024	SEC
PLUSNICK	JULIAN	SAM HOUSTON	AG SCIENCE	4/17/2024	SEC
BRECHIT	TARA	DUFF	KINDER ESL	4/17/2024	ELEM
ARMOUR	OVEYUNCE	FITZGERALD	KINDER ESL	4/22/2024	ELEM

**Elementary Summary**

Teacher	0
Teacher ESL	4
Admin/Other	4

**Total** **8**

**Secondary Summary**

Teacher	4
Teacher ESL	0
Admin/Other	0

**Total** **4**

**Grand Total** **12**

**Separation of Service - Effective Between April 4, 2024 to May 01, 2024**

**For Information Only. No Board Action Required.**

CODE	LAST	FIRST	LOCATION	TITLE	TERM DATE	YRS
Employee Initiated -Employment with Another District (1)	Garcia	Jaime	Facilities Planning	Senior Project Manager	4/26/2024	3
Employee Initiated - Employment Outside of Education (6)	Velasquez	Haley	Bebensee Elementary	Family Engagement Liaison	4/5/2024	0
	Olawore	Oluwole	Security	Campus Security Officer	4/28/2024	0
	Martin	Chantel	Martin High School	Library Assistant High School	4/24/2024	0
	Houghton	Jeremy	Spec Ed Support Services	Instructional Specialist - Special Education	4/25/2024	7
	Rockwell	Princess	Communications Department	Specialist - Marketing	4/30/2024	2
	Araujo Turcios	Deysi	Plant Operations	Head Custodian	4/12/2024	2
Employee Initiated - Medical Reason (5)	Quezada Martinez	Sherry	Starrett Elementary	Classroom Assistant Elementary Special Ed - SEAS	4/15/2024	0
	Walton	Nicole	Transportation	Bus Attendant	4/9/2024	2
	Walton	Nicole	Auxiliary Human Resources	Cafeteria Sub - TRS Eligible	4/9/2024	2
	Sack	Albanize	Martin High School	Counselor - High School	4/3/2024	3
	Hamman	Stephanie	Short Elementary	Counselor - Elementary	4/23/2024	16
Employee Initiated - Reason Not Specified (9)	Herron	Janelle	Lamar High School	ESL English Teacher 9-12	4/29/2024	0
	Wallace	Nydra	Transportation	Bus Driver	4/12/2024	0
	Edwards	Felicia	Food Service	Food Service Specialist	4/26/2024	0
	Orona-Sandoval	Selene	Health Services	Clinic Assistant - High School	4/16/2024	0
	Williams	Joshua	Heating A/C & Refrigeration	Heating A/C & Refrigeration	4/12/2024	0
	Olumakin	Muti	Transportation	Bus Driver	4/26/2024	0
	Gammage	Derike	Transportation	Driver - Non-CDL	4/12/2024	0
	Martinez	Anahi	Crow Elementary	Classroom Assistant Elementary - ESSER	4/26/2024	5
	Moran De Grimaldo	Patricia	Plant Operations	Custodian	4/12/2024	0
Employee Initiated- Returning to School (2)	Garibay Carmona	Nayeli	Lamar High School	Attendance Clerk - High School	4/5/2024	0
	Camero	Ashlynn	Security	Campus Security Officer	4/11/2024	0
Employee Initiated - Regular Retirement (1)	Munoz	Joseph	Fine Arts	Assistant Director - Fine Arts	4/30/2024	1
Employee Initiated -Resigned in Lieu of Termination (2)	Cumby	Marcus	Lamar High School	Classroom Assistant High School Special Ed - Alt Curriculum	4/18/2024	8
	Harlan	Jeffrey	Security	Security - Corporal	4/22/2024	0
District Initiated - Violation of AISD Employee Handbook (2)	Olvera	Margaret	Barnett Jr High School	Attendance Clerk - Junior High	4/12/2024	0
	Deljavan	Behnaz	Fitzgerald Elementary	Classroom Assistant - Elementary	4/11/2024	14
District Initiated - Caring For Family Member(s) (5)	Sims	Belinda	Food Service	Food Service Specialist	4/14/2024	0
	Andres	Yulissa	Plant Operations	Custodian	4/15/2024	0
	Venzor	Stephanie	Thomson Elementary	Bilingual Elementary Teacher K-6	4/11/2024	22
	Bernard	Joshua	Transportation	Bus Driver	4/28/2024	0
	Tucker	Kassandra	Assistant Supt of Human Resource	Specialist - HR Customer Service/Employee Records	4/6/2024	5
District Initiated - Failure to Report to Work (4)	Appling	Kenya	Sherrod Elementary	Classroom Assistant Elementary - Pre-K	4/16/2024	0
	Lee	Tasha	Transportation Annualized Hourly	Bus Attendant - Annualized Hourly	4/8/2024	0
	Hayes	Monique	Sam Houston High School	Special Education Inclusion Teacher 9-12/Coach	4/9/2024	2
	Young	Kyon	Plant Operations	Custodian	4/15/2024	0
Employee Initiated - Moving Out of Area (1)	Herrera Garcia	Ma	Plant Operations	Custodian	4/5/2024	0
Total Separations (38)						

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

<b>Meeting Date:</b> May 2, 2024	<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:**

New bids presented on the consent agenda:

24-28 Miller and Little ES Additions & Renovations

**Recommendation:**

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 19, 2024



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

**FROM:** Lisa Phillips  
Director of Purchasing

**DATE:** May 2, 2024

**RE:** **CSP 24-28** Miller and Little Elementary Schools Additions and Renovations Project

CSP **24-28** is for renovations and additions at Miller and Little Elementary Schools. The district received six responses to the CSP.

Attached is the recommendation letter from Wm. Kelly Horn, Assistant Superintendent of Facility Services, a letter from LBL Architects and the evaluation summary.

It is recommended that the contract be awarded per their recommendation.



## MEMORANDUM

**TO:** Wm. Kelly Horn, Asst. Superintendent of Facility Services  
**FROM:** Mike Parkos, Director of Facility Planning and Construction  
**DATE:** May 2, 2024  
**SUBJECT:** CSP#24-28 Miller and Little ES Additions & Renovations

The District approved the Miller and Little Elementary School Additions and Renovations Project as a part of the 2019 Bond Program. Additionally, the Board of Trustees approved LBL Architects (LBL) as the design professional and approved Competitive Sealed Proposal (CSP) as the method of procurement for the project.

The project architect, LBL, completed the construction documents and the District requested proposals. Notification of the request for Competitive Sealed Proposals (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 also advertised in accordance with state law.

Proposals were received from six general contractors:

RJM Contractors, Inc.  
Big Sky Construction Company, Inc.  
Tegrity Contractors, Inc.  
Imperial Construction, Inc.  
Phillips May Corporation  
Key Construction Texas, LLC

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

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

After the evaluation process was completed, RJM Contractors, Inc. (RJM) ranked highest amongst all proposers with 88.48 points and represents "best value" to the District. District administration has confirmed that RJM's proposal includes the entire scope of work for the project. Further, administration has worked with RJM to confirm the proposed cost and to verify the project schedule.

The total project construction budget for the Miller and Little Elementary Schools Additions & Renovations Project is \$7,998,100.

RJM offered a competitive sealed proposal amount of \$6,355,000 for the project. District administration recommends accepting Alternates which replaces corridor ceilings, renovates the student restrooms and Allowances to install a gymnasium sound system, tile floors in the restrooms, relocates utilities and includes an allowance for City of Arlington permit review comments for a total added cost of \$1,243,500. The final contract amount including Alternates and Allowances is \$7,598,500.

The proposed construction contract is \$399,600 less than the total construction budget.

Based on this evaluation, District administration recommends accepting the Competitive Sealed Proposal, including the above listed Alternates and Allowances for the Miller and Little Elementary Schools Additions & Renovations project for a total contract amount of \$7,598,500.

The architect's letter of recommendation for construction contract award for the Miller and Little Elementary Schools Additions & Renovations project is attached.

Pending approval of the CSP, work on this project will begin in June 2024 with substantial completion in August 2025 and final completion in December 2025.

## Summary

**PROJECT NAME: Miller & Little ES Additions & Renovations**

**PHASE - BID PACKAGE: PH III BP7**

**PROJECT #: CSP#24-28**

PROPOSAL EVALUATION								
Proposer	Price	Price Score	HUB Commitment %	HUB Score	Qualifications	Qualifications Score	Total Score	Ranking
RJM Contractors, Inc.	\$6,355,000	35.000	20%	10.00	82.08	32.83	77.83	1
Big Sky Construction Company, Inc.	\$8,050,000	21.813	20%	10.00	73.62	29.45	61.26	3
Tegrity Contractors, Inc.	\$8,300,777	20.515	21%	10.00	69.46	27.78	58.30	4
Imperial Construction, Inc.	\$8,560,000	19.291	20%	10.00	82.31	32.92	62.21	2
Phillips May Corporation	\$8,951,333	17.641	22%	10.00	73.46	29.39	57.03	5
Key Construction Texas, LLC	\$9,582,000	15.395	20%	10.00	73.80	29.52	54.92	6

POST INTERVIEW PROPOSAL EVALUATION									
Proposer	Price	Price Score	HUB Commitment %	HUB Score	Qualifications	Qualifications Score	Interview Score	Total Score	Ranking
RJM Contractors, Inc.	\$6,355,000	35.00	20	10.00	82.08	32.83	10.65	88.48	1
Big Sky Construction Company, Inc.	\$8,050,000	21.81	20	10.00	73.62	29.45		61.26	4
Tegrity Contractors, Inc.	\$8,300,777	20.515	21	10.00	69.46	27.78	8.05	66.35	3
Imperial Construction, Inc.	\$8,560,000	19.29	20	10.00	82.31	32.92	10.80	73.01	2

\* Big Sky declined to interview and pulled their bid

## Value Engineering Options 4.15.24

PROJECT NAME: CSP#24-28  
PHASE - BID PACKAGE: Miller & Little ES Additions & Renovations  
PROJECT #: PH III BP7  
PROPOSER: RJM Construction

Construction Budget: \$7,998,100  
Base Bid: \$6,355,000  
Variance from Construction Budget \$ 1,643,100.00

Accepted Cost Reduction Items w/Alternates \$ 1,243,500.00  
Total with Accepted VE & Alternates \$ 7,598,500.00  
Variance from Construction Budget \$ 399,600.00

Item	Type	Description	"P" Pending "A" Approved "R" Rejected	Proposed Value	Pending Value	Approved Value	Rejected Value	Comments
1	Miller Alternate #1a	Replacement of Lay-In Ceiling	A	\$339,000	\$0	\$339,000	\$0	
2	Miller Alternate #1b	New Lay-In Ceilings for Pre-K Classrooms	R	\$98,275	\$0	\$0	\$98,275	
3	Miller Alternate #2	Replacement of doors and hardware	R	\$120,500	\$0	\$0	\$120,500	
4	Miller Alternate #3a	Area A Student Restroom Renovations	A	\$238,000	\$0	\$238,000	\$0	
5	Miller Alternate #3b	Area A Student Restroom Renovations	A	\$197,000	\$0	\$197,000	\$0	
6	Miller Alternate #3c	Area A Student Restroom Renovations	A	\$84,000	\$0	\$84,000	\$0	
7	Miller Alternate #4	New Gym Foundation Design	R	\$20,000	\$0	\$0	\$20,000	
8	Miller Alternate #5	Perimeter Fence	R	(\$53,000)	\$0	\$0	(\$53,000)	
9	Miller Alternate #6	Emergency Radio Communication Coverage System Allowance	A	\$135,500	\$0	\$135,500	\$0	
10	VE #1	gym sound system allowance	A	\$45,000	\$0	\$45,000	\$0	
11	VE #2	Tile flooring in the new and renovated restrooms allowance	A	\$55,000	\$0	\$55,000	\$0	
12	VE #3	Relocate site utilities allowance	A	\$50,000	\$0	\$50,000	\$0	
13	VE #4	City of Arlington permit review allowance	A	\$100,000	\$0	\$100,000	\$0	
TOTALS				\$1,429,275	\$0	\$1,243,500	\$185,775	





April 15, 2024

Mike Parkos, Director of Facility Planning & Construction  
690 East Lamar Boulevard  
Arlington, Texas 76011

RE: CSP 24-28 AISD 2019 Bond – Phase 3 Bid Package 7 – Miller and Little Elementary School Additions and Renovations.

Dear Mr. Parkos,

Please accept our recommendation for award of the construction contract for the AISD 2019 Bond Package – Phase 3 Bid Package 7 – Miller and Little Elementary School Additions and Renovations. We have reviewed the proposals received March 21, 2024 and RJM Contractors, Inc received the highest evaluation score. The evaluation criteria focused on the total proposed amount, qualifications and required proper forms, proposed time of completion, and HUB compliance. The budget for this project was \$7,998,100.00 and the proposal, with accepted VE Items and Alternates, is \$7,598,500.00.

This CSP is under the construction budget by \$399,600.00.

Based on the above information we therefore recommend a construction contract with accepted value engineering and alternates be awarded to RJM Contractors, Inc in the total amount of \$7,598,500.00.

Please contact our office if you have any questions.

Sincerely,

Tom McCarty, AIA, NCARB  
Vice President  
LBL Architects, Inc.

M:1171 Miller ES/Docs/ 07/ Recommendation Letter 4-15-24

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

Regular Meeting

April 4, 2024  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, David Wilbanks,  
Brooklyn Richardson, Leanne Haynes

Members Absent: Dr. Aaron Reich

Media Present: Arlington Report (Fort Worth Report)

CALL TO ORDER: Board Chamber

President Fowler called the meeting to order in the Board Room at 5:15 p.m. with five trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:15 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. Personnel Matters
2. Consult Attorney Regarding Potential and Pending Litigation
3. Discussion of Districtwide Intruder Detection Audit Report Findings – Texas Government Code, Section 551.089
4. Easement and Right-of-way for a tract of land approximately 5,132 square foot (0.118 acres) being a part of Tract B, Block 22 of Stoneridge Addition, Third Installment, an addition to the City of Arlington according to the map or plat thereof recorded in Volume 388-51, Page 58, of the Plat Records of Tarrant County, Texas

Brooklyn Richardson joined in closed session.

RECONVENE INTO OPEN SESSION: Board Room

President Fowler convened the Board into the open meeting at 6:48 p.m. with six trustees in present.

One or more trustees 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:

Justin Chapa led the audience in the Pledge of Allegiance. Ms. Fowler called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

A. Student Performance by Seguin High School Theatre

Directed by Seguin Theatre Director Justin Lemieux, freshman Honor Woodard sang "Giants in the Sky," and sophomores sang "It Takes Two" from the musical "Into the Woods".

B. Student of the Month

Seguin High School Principal Billy Linson introduced Ahfiah Alkinani as the April student of the month. Principal Linson shared that Ahfiah embodies the spirit of innovation and determination of Seguin High School. She has sights on becoming an entrepreneur, delving into real estate, and creating her path as her own boss. Ahfiah plans to major in business with a focus on entrepreneurship. She will be entering college as a sophomore, thanks to her accumulation of dual credits.

OPEN FORUM FOR AGENDA ITEMS:

Josh Church spoke about school security through the restorative practices personnel.

DISCUSSION / ACTION:

- A. Consider Instructional Materials and Technology Allotment Used for Instructional Technology Resources, Core Content Instructional Materials, as well as Instructional Materials for Dual Credit, Advanced Placement, Career & Technology Education, Dual Language and Languages Other Than English

Chief Academic Officer Steven Wurtz reviewed the process and requirements of materials criteria State Board of Education proclamation issued in April of 2022.

Motion by David Wilbanks, second by Brooklyn Richardson, that the Board approve the Instructional Materials and Technology Allotment as presented by staff.

Voting For: 6  
Voting Against: 0

- B. Consider Instructional Materials and Technology Allotment and TEKS Certification, 2024-25

Chief Academic Officer Steven Wurtz provided an explanation of the Instructional Materials and Technology Allotment (IMTA) and the Texas Education Knowledge and Skills (TEKS) certification.

Motion by Leanne Haynes, second by Sarah McMurrough, to approve the 2024-2025 Instructional Materials and Technology Allotment and TEKS Certification as presented.

Voting For: 6  
Voting Against: 0

CONSENT ITEMS:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of

Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions

- B. Approval of Bids, Purchases, Construction Items  
23-80 457(b) Deferred Compensation Plan 3121 FICA Alternative Plan  
24-26 Wellness Program Administrator
- C. Approval of Purchases Greater Than \$50,000  
24-04-04-01 Travel Consultant  
24-04-04-02 Multi-Cloud Services
- D. Approval of Minutes of Previous Meeting, March 2024
- E. Consider an Easement and Right-of-way for a tract of land approximately 5,132 square foot (0.118 acres) being a part of Tract B, Block 22 of Stoneridge Addition, Third Installment, an addition to the City of Arlington according to the map or plat thereof recorded in Volume 388-51, Page 58, of the Plat Records of Tarrant County, Texas (added 3/21/24)

Motion by Sarah McMurrough, second by David Wilbanks, to approve the consent agenda items as presented.

Voting For: 6  
Voting Against: 0

DISCUSSION:

A. 2025 Legislative Agenda

Dr. Michael Hill, Assistant Superintendent of Administration, reviewed the 2025 Legislative Agenda in preparation of the 89<sup>th</sup> legislative session. The agenda priorities cover the areas of finance, student achievement, and safety.

B. House Bill 3 and District Improvement Plan Progress Update

Dr. Natalie Lopez, assistant superintendent of research and accountability, and Dr. Laina McDonald, assistant superintendent of school leadership, gave the Board a progress update on our goals related to House Bill 3, which requires school boards to adopt improvement plans related to early childhood literacy and mathematics. The presentation focused on student outcomes on benchmark assessments.

OPEN FORUM FOR NON-AGENDA ITEMS:

Luciano Varela spoke about the Beats For Good program.

Student Frankie Vital spoke in support of Restorative Specialist, Josh Church, at Seguin High School.

Tunissia Stone spoke about youth programs and partnerships.

SUPERINTENDENT'S REPORT:

Superintendent Dr. Matt Smith thanked everyone for their part in putting together last weekend's College and Career Expo. It was a great opportunity for our students to see their options when they graduate from Arlington ISD. He congratulated Arlington High senior Cooper Peach for being honored as the National Football Foundation Gridiron Club of Dallas Scholar Athlete of the Year. Cooper is the first Arlington ISD student to receive the honor. Superintendent Smith also thanked everyone who showed up to his welcome reception and Kiwanis Club for honoring some outstanding Arlington ISD teachers at their Woodrow Counts Teacher of the Year Celebration. He congratulated all the teachers who were honored. Special congratulations were given to Allie Schulman-Sipes from Goodman Elementary, Karen Granger from Gunn Junior High and Fine Arts and Dual Language Academy and Jordan Fletcher from Arlington High School for being selected as the teachers of the year for elementary, junior high and high school. And, he reminded everyone about the solar eclipse on Monday, April 8 and that Arlington ISD would have school on the 8<sup>th</sup>.

#### SCHOOL BOARD'S REPORT:

Melody recognized Archery students for their success and Dr. Aaron Reich for his appointment to President Elect for the Texas Society of Health-System Pharmacists.

Sarah McMurrough reported that this week is national assistant principal and paraprofessional week and recognized the work of those in these positions at Arlington ISD. She also reminded everyone that next week is school librarian week.

Secretary McMurrough had no items to report.

#### ADJOURNMENT:

President Fowler adjourned the meeting at 8:35 p.m. The Board did not return to closed session.

**END OF RECORDED MINUTES**  
**April 4, 2024**

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**Secretary**

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**President**

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

Regular Meeting

April 18, 2024  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,  
David Wilbanks, Brooklyn Richardson, Leanne Haynes

Members Absent: None

Media Present: Telemundo 39 DFW and Arlington Report (Fort Worth Report)

CALL TO ORDER: Board Chamber

President Fowler called the meeting to order in the Board Room at 5:10 p.m. with all seven trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:26 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. Personnel, including; New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions, and Evaluation
2. Consult Attorney Regarding Potential and Pending Litigation

RECONVENE INTO OPEN SESSION: Board Room

President Fowler convened the Board into the open meeting at 6:38 p.m. with all seven trustees in present.

One or more trustees 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:

Aaron Reich led the audience in the Pledge(s). Ms. Fowler called for a moment of silence.

OPEN FORUM FOR AGENDA ITEMS:

Jo Anna Cardova spoke in support of naming the new junior high school, Joey Rodriguez Junior High School.

Fernando Benavides spoke in support of naming the new junior high school, Joey Rodriguez Junior High School.

Juan Villarreal spoke in support of naming the new junior high school, Joey Rodriguez Junior High School.

Eric White spoke in support of naming the new junior high school, Joey Rodriguez Junior High School.

PUBLIC HEARING: None

DISCUSSION / ACTION:

A. Consider Naming of New Junior High School

Motion by Sarah McMurrough, second by Brooklyn Richardson, that the Arlington ISD Board of Trustees officially name the new Junior High School scheduled to open in the fall of 2025 the Joey Rodriguez Junior High School.

Voting For: 7  
Voting Against: 0

PROGRAM AND/OR PRESENTATION:

A. Student Performance by Sam Houston High School Mariachi Band

El Maricachi Tejano of Sam Houston High School performed “No Volvere” by Jose Alfredo Jimenez in honor of esteemed soccer coach Joey Rodriquez.

Melody Fowler introduced special guest speakers Anthony Criss, Jose Ortiz, and Frankie Figueroa who spoke of the impact Joey Rodriguez had on their lives and the lives of those who knew him. Rodriguez’s twin daughters, Lola and Mila Rodriguez, thanked the board for honoring their father’s memory by naming the new campus, Joey Rodriguez Junior High School. They spoke of the family’s commitment to support the campus.

RECESS:

President Fowler adjourned the meeting at 7:13 p.m. for a brief recess. The meeting was reconvened at 7:33 p.m. with seven trustees in attendance.

APPOINTMENTS:

Superintendent Smith recommended that the Board appoint the individual discussed in closed session for Berry Elementary Principal position.

Motion by Leanne Haynes, second by Justin Chapa, to approve the administrative appointments as recommended in closed session.

Voting For: 7  
Voting Against: 0

Dr. Smith introduced:

Donita James as the new Principal of Berry Elementary. Donita James was previously the Interim Principal of Berry Elementary.

ACTION:

A. Consider 2025 Interim Legislative Agenda

Motion by Sarah McMurrough, second by Brooklyn Richardson, to approve the 2025 Interim Legislative Agenda as presented.

Voting For: 7  
Voting Against: 0

DISCUSSION:

A. Progress Report for Board of Trustees Continuing Education Credit

President Fowler reported all trustees have exceeded the training hours required by the Texas State Board of Education.

B. House Bill 1605 Update

Chief Academic Officer Dr. Steven Wurtz provided an overview of House Bill 1605 and the potential impact of future instructional materials selection and implementation. Highlighting funding tied to the use of State Board of Education (SBOE) approved instructional materials.

C. 2023-2024 Financial Update / 2024-2025 Preliminary Budget Update

Chief Financial Officer Darla Moss and Assistant Superintendent of Financial Services Carla Martin provided an update on the 2023-2024 budget and shared a 2024-2025 budget projection overview.

CONSENT ITEMS:

- A. Approval of Bids, Purchases, Construction Items
  - 24-02i Outside Contracted Services
  - 24-36 Snack/Chips/Beverages for Full Service Delivery
  - 24-37 Fresh Bread for Full Service Delivery
  - 24-38 Fresh Produce for Direct Delivery
  - 24-39 Maintenance & Repair Services for Forklifts and Pallet Jacks
  - 24-40 Small Equipment – Food and Nutrition Services
- B. Approval of Purchases Greater Than \$50,000
  - 24-04-18-01 Learning Platform
  - 24-04-18-02 Temporary Staffing
  - 24-04-18-03 Supplies
  - 24-04-18-03 Security Services



24-04-18-04 Security Services  
24-04-18-05 Uniforms  
24-04-18-06 Detection Services  
24-04-18-07 Emergency Alert System  
24-04-18-08 Camera Upgrade  
24-04-18-09 LTE Phone Services  
24-04-18-10 IP Cameras  
24-04-18-11 Technology Parts  
24-04-18-12 Network Upgrade  
24-04-18-13 Access Control Parts & Services  
24-04-18-14 Printer  
24-04-18-15 Graduate Reading Courses  
24-04-18-16 Recycling Services  
24-04-18-17 Grounds Robot  
24-04-18-18 Legal Services  
24-04-18-19 Alternative Transportation Services  
24-04-18-20 Tier 2 Software

- C. Approval of Budget Amendment, April 2024
- D. Approval of Monthly Financial Report for Period Ending February 29, 2024
- E. Approval of Monthly Investment Report for Period Ending February 29, 2024
- F. Approval of Joint Election Agreement and Contract for Election Services
- G. Approval of Interlocal Agreement between Arlington ISD, City of Arlington, and VIA for Student Transportation Services

Motion by David Wilbanks, second by Aaron Reich, to approve the consent agenda items as presented.

Voting For: 7  
Voting Against: 0

OPEN FORUM FOR NON-AGENDA ITEMS: None

#### SUPERINTENDENT'S REPORT:

Superintendent Smith shared the wonderful opportunity to experience a total eclipse last Monday. He thanked teachers and staff for making the day run smoothly and weaving instructional ideas into planning for the day. Smith recognized seven Sam Houston seniors for being named Texas Christian University Community Scholars and the 2023-24 Arlington ISD teachers of the year. The students earned scholarships valued at \$290,000 each and included a semester to study abroad. He reported that the archery team from Martin High School won first place at the state tournament and set a new state record. A second team from Martin finished third, and six of our girls placed in the top 10 in state. The archers earned more than \$18,000 in scholarship money for their work at state.

Superintendent Smith thanked everyone who helped make the Family Expo and Resource Fair happen

last Saturday at our Career and Technical Center and encouraged participation in the annual Teacher Job Fair happening this Saturday from 11:00 a.m. until 1:00 p.m. at Sam Houston High School.

**SCHOOL BOARD'S REPORT:**

Secretary Sarah McMurrough thanked the board of trustees for the naming of the new junior high school the Joey Rodriguez Junior High School and shared information about an existing scholarship in his name.

President Fowler reported her attendance of the Arlington Collegiate High School's Culturefest event last weekend and thanked Dr. Hill for his assistance with a concern of a teacher at her campus.

Secretary McMurrough had no items to report.

**ADJOURNMENT:**

President Fowler adjourned the meeting at 9:21 p.m. The Board did not return to closed session.

**END OF RECORDED MINUTES**  
**April 18, 2024**

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**Secretary**

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**President**

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
CALLED WORK SESSION / MEETING OF THE BOARD OF TRUSTEES  
MINUTES**

Called Meeting

Apri 25, 2024  
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sara McMurrough, Dr. Aaron D. Reich,  
David Wilbanks, Brooklyn Richardson, Leanne Haynes

Members Absent: None

Media Present: None

CALL TO ORDER: PDC, Room 804 .

President Fowler called the meeting to order at 5:13 p.m. with all seven trustees present at the Mac Bernd Professional Development Center, 1111 West Arbrook Boulevard, Arlington, 76015

CLOSED MEETING: PDC, Room 804

President Fowler adjourned to closed meeting at 5:13 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.

**TEAM OF EIGHT TRAINING**

A. Texas Association of School Boards (TASB) Board Training – Superintendent Transition

Mr. Orin Moore from the Texas Association of School Boards (TASB) attended the meeting via virtual conference. The board training regarding superintendent transition will be rescheduled.

**ADJOURNMENT:**

President Fowler adjourned the meeting at 6:10 p.m.

**END OF RECORDED MINUTES  
April 25, 2024**

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**Secretary**

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**President**

## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024


**Consent Item**

**Subject:** Consider a Resolution and Approval of a Public Drainage Easement for 0.0613 acres (2,670.23 sq. ft.) of land located within Lot S, Chestnut Hills East, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-47, Page 121, of the Plat Records, Tarrant County, Texas

**Purpose:** To provide the Board of Trustees the opportunity to consider a resolution and approval of a public drainage easement for 0.0613 acres (2,670.23 sq. ft.) of land located within Lot S, Chestnut Hills East, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-47, Page 121, of the Plat Records, Tarrant County, Texas.

**Background:** The Arlington ISD is making site and storm water drainage improvements as a part of the Pope Elementary School Addition and Renovation Project. This easement encompasses 0.0613 acres (2,670.23 sq. ft.) and will improve storm water drainage conveyed from District property into the storm water infrastructure maintained by the City of Arlington. This drainage improvement is necessary to establish proper drainage beneath and around the proposed new gymnasium addition. The Arlington ISD will be responsible for maintenance of the easement area.

**Recommendation:** The administration recommends approval of a public drainage easement for 0.0613 acres (2,670.23 sq. ft.) of land located within Lot S, Chestnut Hills East, an addition to the City of Arlington, Tarrant County, Texas, recorded in Volume 388-47, Page 121, of the Plat Records, 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> April 15, 2024



and other improvements useful or necessary for the operation of storm drains (collectively, the “Facilities”); and

**T**HAT, **GRANTOR**, owner of the **PROPERTY**, for the **CONSIDERATION** does hereby dedicate, set aside, reserve, and convey to the **CITY** the **EASEMENT** for the **PUBLIC USE** upon the following terms and conditions:

1. The full obligation and responsibility of construction, maintenance, and operation of the Facilities shall be borne by **BENEFICIARY** and shall be deemed to be covenants and deed restrictions upon the **BENEFITTED PROPERTY** and binding upon **BENEFICIARY**. The covenants and deed restrictions shall include the full joint and several obligation and responsibility of every **BENEFICIARY** to maintain and operate said Facilities. **BENEFICIARY** shall require every successor in interest of the **BENEFITTED PROPERTY** to accept full joint and several obligation, responsibility, and liability for the performance of the obligations stated herein and shall include an express acceptance by each such successor in any deed conveying the **BENEFITTED PROPERTY**.

2. **BENEFICIARY** shall be responsible for the development, construction, operation and maintenance of the Facilities in conformity with any and all applicable federal, state and municipal laws and ordinances, and the provisions contained herein.

3. The **CITY** shall record this instrument in the Official Public Records of Tarrant County, Texas, and thereafter **GRANTOR** and **BENEFICIARY** shall specifically reference such recording numbers and information upon any Plat hereafter filed for the **PROPERTY** or **BENEFITTED PROPERTY**.

4. The **CITY** shall have the right, but not the duty, 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 unreasonably endanger or interfere with the **CITY** or **BENEFICIARY**’s use and enjoyment of the **EASEMENT**; together with the privilege to perform all acts necessary to the use and enjoyment of said **EASEMENT**.

5. The **EASEMENT** and the terms hereof shall be a covenant running with the land and shall be binding upon **GRANTOR** and **BENEFICIARY**. In the event that the dominant and servient estates are, or ever become, owned by the same person or entity, this conveyance and reservation of the **EASEMENT** shall be construed as a deed restriction, and the Doctrine of Merger shall not apply. Any application of the Doctrine of Merger is expressly waived by **GRANTOR** and **BENEFICIARY**.

6. The **CITY** will never be responsible for the design, development, construction, operation or maintenance or use of the the Facilities, which shall be privately created, financed, designed, constructed, operated, and maintained by **BENEFICIARY**. However, the plans and surveys for the Facilities shall be submitted to the **CITY** for review and approval in advance of any construction. Nothing herein shall relieve **GRANTOR** and **BENEFICIARY** from the obligation to comply with all **CITY** ordinances and codes in effect now or in the future. The Facilities **SHALL NOT** be connected to any **CITY** -owned or operated facility or system without the **EXPRESS WRITTEN PERMISSION OF THE CITY**.

7. The **CITY** shall have the right, but not the duty, to to enter the **EASEMENT**, or any part thereof, at any time to inspect the Facilities and take any action it deems necessary, in its sole discretion, to protect any **CITY** -owned facility or system and for the proper use of any rights granted to the **CITY** herein.

8. Neither **GRANTOR** nor **BENEFICIARY** shall seek compensation from the City for loss of the value of the Facilities when such Facilities are required to be discontinued, removed or corrected.

9. The **CITY** shall have access to the **EASEMENT** for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection and code enforcement.

10. The **EASEMENT** may only be altered, dissolved, or abandoned by a subsequent written instrument signed by **BENEFICIARY** and the **CITY**. Such instrument shall not be effective until it is filed in the county real property records.

11. The use, occupancy, and enjoyment of the fee simple title not necessary for or interfering with the **EASEMENT** shall remain in **GRANTOR**. Such use, occupancy, and enjoyment may include, but is not limited to, ingress and egress across the **EASEMENT**, landscaping (not to include trees), parking areas, and driveways. All such improvements for the foregoing uses shall be constructed according to appropriate plans reviewed and approved by the **CITY** prior to the start of construction.

**INDEMNITY.** **BENEFICIARY** SHALL TO THE EXTENT PERMITTED BY LAW INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ARLINGTON, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEYS' FEES FOR ANY CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS EASEMENT, INCLUDING THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, CONDITION OR USE OF ANY FACILITIES AND IMPROVEMENTS THEREON. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY.

**MAINTENANCE OBLIGATIONS.** **BENEFICIARY** shall operate and maintain the Facilities to a good, functioning, and safe condition in compliance with all applicable laws and in accordance with the requirements of the **CITY** as determined by the **CITY** in its reasonable discretion including, but not limited to, the following duties:

- a. Frequent mowing in accordance with the Fire Prevention and Nuisance Chapters of the Arlington City Code, as amended, and routine maintenance of the Facilities and Easement.
- b. Periodic removal of debris from the Facilities and Easement.
- c. Maintenance of the Facilities and **EASEMENT** to the approved designed slope, grade, contour, and volume, including any concrete structures.
- d. Repair areas of erosion.

**BENEFICIARY SHALL REIMBURSE THE CITY** in the event the **BENEFICIARY** fails, after written notification, to perform the Maintenance Obligations, and it is necessary for the **CITY**, at its option, to perform the Maintenance Obligations.

**THERE ARE NO PURCHASE MONEY LIENS, FINANCING STATEMENTS OR SIMILAR ENCUMBRANCES** which affect the title or right of the **GRANTOR** to convey this **EASEMENT** for the purposes described herein other than as described in a signed and acknowledged statement subordinating such lien, attachment, or encumbrance to the **EASEMENT** granted herein and provided to the **CITY** to be filed in the Tarrant County Official Public Records;

**THE PROVISIONS** of this **EASEMENT, RESTRICTIVE COVENANTS, AND MAINTENANCE AGREEMENT** shall be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision;

**GRANTOR DOES HEREBY COVENANT AND AGREE to WARRANT AND FOREVER DEFEND title to the EASEMENT herein granted unto the CITY against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein;**

**TO HAVE AND TO HOLD** said **EASEMENT** unto the **CITY** and its successors and assigns in perpetuity.

**W**ITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR**

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Printed Name: Melody Fowler *EJD*  
Title: Board President

**THE STATE OF TEXAS**

§  
§  
§

**CORPORATE ACKNOWLEDGMENT**

**COUNTY OF TARRANT**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 \_\_\_\_\_,  
a corporation of \_\_\_\_\_ County, State of \_\_\_\_\_, and as the  
\_\_\_\_\_ (*title*) 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"**  
**LEGAL DESCRIPTION**  
**PERMANENT DRAINAGE EASEMENT.**

BEING 0.0613 acre of land located within Lot S, CHESTNUT HILLS EAST, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-47, Page 121, of the Plat Records of Tarrant County, Texas. Said 0.0613 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point located S 78° 13' 28" W 366.62 feet, from an "X" cut in concrete, at the Northeast corner of said Lot S, lying in the west right-of-way line of TANGLEWOOD DRIVE, and said Point of Beginning having a Texas State Plane grid coordinate of Northing: 6,957,643.40 and Easting: 2,384,967.30;

THENCE SOUTH 57.43 feet, to a point;

THENCE N 89° 07' 45" W 46.60 feet, to a point;

THENCE N 00° 20' 00" W 56.73 feet, to a point;

THENCE EAST 46.93 feet, to the Point of Beginning, containing 0.0613 acre, (2,669 Square Feet), of land.



DECEMBER 15<sup>th</sup>, 2023

BEARING BASE:  
NAD 83: TX83-NCF

EXHIBIT "B"

BLOCK F, TANGLEWOOD, FOURTH  
INSTALLMENT - VOL. 388-42, PG.  
57, P.R.T.C.T.

LOT 5 LOT 4 LOT 3 LOT 1

"X" SET IN  
CONCRETE

NORTHEAST  
CORNER OF  
LOT S

20' WIDE STORM DRAIN EASEMENT

EAST 46.93'  
N 00°20'00"W 56.73'  
N 89°07'45"W 46.60'

POINT OF  
BEGINNING  
GRID COORD.:  
N: 6957643.40  
E: 2384967.30

PERMANENT DRAINAGE  
EASEMENT  
0.0613 ACRE (2,669 SQ.F.)

LOT-S, CHESTNUT HILLS EAST  
VOL. 388-47, PG. 121, P.R.T.C.T.

ARLINGTON INDEPENDENT  
SCHOOL DISTRICT

H. D. THOMPSON SURVEY  
ABSTRACT No. 1507

10' DRAINAGE & UTILITY EASEMENT  
VOL.388-47,PG.121, P.R.T.C.T.



DECEMBER 15th, 2023

5' UTILITY EASEMENT  
VOL.388-47,PG.121 P.R.T.C.T.

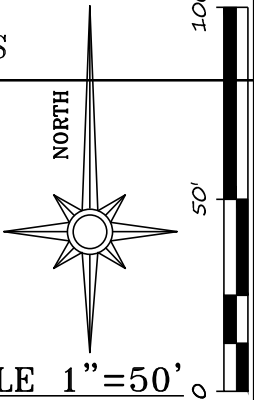
1/2" IRON  
ROD FOUND



POPE ELEMENTARY SCHOOL  
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

BRITTAIN & CRAWFORD  
LAND SURVEYING &  
TOPOGRAPHIC MAPPING  
(817) 926-0211 - METRO (817) 429-5112  
FAX No. (817) 926-9347  
P.O. BOX 11374 \* 3908 SOUTH FREEWAY  
FORT WORTH, TEXAS 76110  
EMAIL: admin@brittain-crawford.com  
WEBSITE: www.brittain-crawford.com

PERMANENT  
DRAINAGE EASEMENT  
0.0613 ACRE OF LAND  
LOCATED WITHIN LOT S  
CHESTNUT HILLS EAST  
ADDITION, CITY OF ARLINGTON  
TARRANT COUNTY, TEXAS



SCALE 1"=50'

## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** May 2, 2024

**Consent Item**


**Subject:** Consider a Resolution and an Easement and Right-of-way for a 1,176 square foot (0.027 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas

**Purpose:** To provide the Board of Trustees the opportunity to consider a resolution and granting an easement and right-of-way for a 1,176 square foot (0.027 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas.

**Background:** The District is constructing an addition to Arlington High School and Oncor Electric Delivery Company, LLC, requires an easement and right-of-way for underground electric supply lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, switchgears, auto-transformers, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon the subject property.

The easement gives Oncor access to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of the facilities required to provide electric service to Arlington High School and the right to relocate said facilities in the same relative direction of said facilities or same relative position to any adjacent road if and as such road is widened in the future. It also extends Oncor the right to lease wire space along the facilities and the right to restrict excavation or construction within the easement if Oncor determines that such work may endanger or interfere with their infrastructure. The easement will encompass 2,861 square feet (or 0.066 acres).

**Recommendation:** Administration recommends approving a resolution and granting an easement and right-of-way to Oncor Electrical Delivery Company, LLC, for a 1,176 square foot (0.027 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed 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> April 12, 2024

**EASEMENT AND RIGHT OF WAY**

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

That **ARLINGTON INDEPENDENT SCHOOL DISTRICT, a local governmental entity**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of poles, wires and cables, supporting structures, surface mounted equipment, transformers, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

**SEE EXHIBIT "A" ATTACHED**

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; , and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR: ARLINGTON INDEPENDENT SCHOOL DISTRICT, a local government entity.

By: \_\_\_\_\_  
Melody Fowler, School Board President *EJD*

STATE OF TEXAS                   §  
                                             §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally Melody Fowler as School Board President of ARLINGTON INDEPENDENT SCHOOL DISTRICT, a local governmental entity and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2024.

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

**EXHIBIT A**

**ONCOR ELECTRIC DELIVERY COMPANY LLC,  
EASEMENT and RIGHT-OF-WAY  
located in Lot 18R1A, Block 1, John Stephens Addition,  
City of Arlington, Tarrant County, Texas**

Being 0.027 acres of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, Deed Records, Tarrant County, Texas. Said 0.027 acres of land being more particularly described as follows:

BEGINNING at a 5/8 iron rod stamped "MLA RPLS 4873" found at the northernmost northwest corner of said Lot 18R1A, from which a 5/8 iron rod stamped "MLA RPLS 4873" found bears S45°40'09"W 21.19 feet;

THENCE N89°35'05"E, along the north line of said Lot 18R1A a distance of 9.41 feet to a point;

THENCE S01°04'31"E, a distance of 67.20 feet to a point;

THENCE East, a distance of 5.00 feet to a point;

THENCE South, a distance of 26.00 feet to a point;

THENCE West, a distance of 20.00 feet to a point;

THENCE North, a distance of 26.00 feet to a point;

THENCE East, a distance of 5.00 feet to a point;

THENCE N01°04'31"W, a distance of 66.55 feet to a point in said north line;

THENCE N44°55'25"E, along said north line a distance of 0.82 feet to the point of beginning, containing 0.027 acres of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

SEE 8-1/2"X11" PLATS ATTACHED

Kenneth R. Rogers  
Registered Professional  
Land Surveyor No. 6066



IRF — Iron Rod Found  
 Basis of Bearing — NAD 83 (2011)(Epoch:2010.0000)Geoid 12A,  
 Texas North Central Zone, Grid bearings and Surface distances.

**HERBERT S.  
 BEASLEY**

REGISTERED PROFESSIONAL SURVEYORS

**LAND SURVEYORS L.P.**

• LAND • TOPOGRAPHIC  
 • CONSTRUCTION SURVEYING  
 FIRM NO. 10094900  
 METRO 817-429-0194  
 FAX 817-446-5488  
 hsbeasley@msn.com

P. O. BOX 8873  
 FORT WORTH, TEXAS 76124

Lot 5R1  
 A.C. Bengé Subdivision  
 Cab. B, Sld. 25  
 P.R.T.C.T.

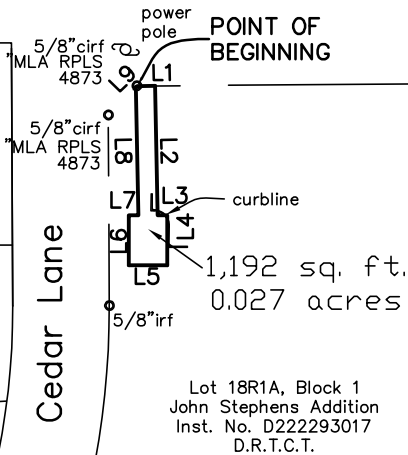
Lot 1, Block 1  
 Sunset Addition  
 V. 388-J, P. 74  
 P.R.T.C.T.

Lot 1, Block 2  
 Sunset Addition  
 V. 388-J, P. 74  
 P.R.T.C.T.

power pole

West Park Row

POINT OF  
 BEGINNING



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°35'05"E	9.41
L2	S01°04'31"E	67.20
L3	EAST	5.00
L4	SOUTH	26.00
L5	WEST	20.00
L6	NORTH	26.00
L7	EAST	5.00
L8	N01°04'31"W	66.55
L9	N44°55'25"E	0.82



KENNETH R. ROGERS  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR No. 6066

PREPARED September 13, 2023

**Exhibit A**

**ONCOR ELECTRIC DELIVERY COMPANY, LLC  
 EASEMENT and RIGHT-OF-WAY**  
 Located in  
 Lot 18R1A, Block 1  
 John Stephens Addition  
 City of Arlington  
 Tarrant County, Texas

0 100 200 300  
 SCALE 1"=100'