

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, April 25, 2019
5:30 p.m.**

NOTICE of Regular Meeting of the Board of Trustees at the Administration Building, Board Room, 1203 West Pioneer Parkway, Arlington, Texas

CALL TO ORDER: Board Work Session: 5:30 p.m., Conference Room “B”

During this open meeting work session, Board Members may discuss and ask AISD staff questions concerning any of the subjects listed in the Notice/Agenda under the headings of Program and/or Presentation, Appointments, Public Hearing, Action Items, Consent Items and Discussion Items.

CLOSED MEETING: *Following Board Work Session, 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. Consider Approval of a Resolution Ratifying a Public Utility Easement Agreement for a 0.846-acre tract of land and a 0.287-acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of ARLINGTON ISD FINE ARTS CENTER ADDITION, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas
2. Consider authorizing the use of surplus General Fund fund balance and approving a resolution and earnest money contract for the acquisition of real property described as all of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas
3. Consider Real Property Purchase and Sale Agreement and a Resolution to Approve the Sale of Delinquent Tax Property Described as a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas
4. Consider a Resolution for the Sale of Real Property Being a Tract of Land Located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County Texas, being a Portion of a Tract of Land Described in a Deed to Arlington Independent School District,

Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas and Designated as the Portion Tract 1, Locally Known as 101 W. Arbrook or the Southwest Corner of the Intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, Comprising Approximately 24.122 Acres

5. Receive Information on, discuss, and deliberate on proposed economic development opportunity and possible lease involving real property
6. Goal Setting
7. Board Evaluation

RECONVENE INTO OPEN SESSION: Approximately 7:00 p.m., Board Room

OPENING CEREMONY:

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

- A. Student Performance by Corey Academy Kindergarten Singers
- B. Student of the Month

APPOINTMENTS:

- A. Consider Administrative Appointment: (pg. 9)
 Assistant Superintendent of Research and Accountability

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President no later than **6:55 p.m.** This first Open Forum is limited to agenda items other than personnel. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

ACTION:

- A. Consider authorizing the use of surplus General Fund fund balance and approving a resolution and earnest money contract for the acquisition of real property described as all of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas (pg. 10)

- B. Consider a Resolution for the Sale of Real Property Being a Tract of Land Located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County Texas, being a Portion of a Tract of Land Described in a Deed to Arlington Independent School District, Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas and Designated as the Portion Tract 1, Locally Known as 101 W. Arbrook or the Southwest Corner of the Intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, Comprising Approximately 24.122 Acres (pg. 26)

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA:

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

- A. Consider Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 31)
- B. Consider Donations (pg. 34)
- C. Consider Bids (pg. 37)
 - 19-06h Academic Educational Consultants & Professional Development
 - 19-53 RFP - Snacks/Chips/Beverages for Full Service Delivery
 - 19-54 RFP - Fresh Bread for Full Service Delivery
 - 19-55 RFP - Ice Cream for Full Service Delivery
 - 19-56 RFP - Temporary Labor – Food & Nutrition Services
- D. Consider Purchases Greater Than \$50,000 Exempt from Bid (pg. 59)
 - 19-04-11-001 AISD Learning Framework – Teaching and Executive Training & Coaching
 - 19-04-11-002 Colored Paper & Card Stock for Warehouse Inventory
 - 19-04-11-003 Annual Financial Audit
 - 19-04-11-004 Cleaning Supplies for Food & Nutrition Services
 - 19-04-11-005 Ice Cream & Frozen Fruit – Food & Nutrition Services
 - 19-04-25-006 Temporary Labor – Food & Nutrition Services
 - 19-04-25-007 Grounds Maintenance Equipment & Irrigation Parts, Supplies & Installation
 - 19-04-25-008 Environmental Consulting Services for Asbestos Abatement & Mold Remediation
 - 19-04-25-009 Engineering & Consulting Services – 2014 Bond
 - 19-04-25-010 Engineering & Consulting Services / District Assessments - 2014 Bond
 - 19-04-25-011 White Fleet Vehicles
- E. Consider Budget Changes (pg. 61)
- F. Consider Minutes of Previous Meetings - March, 2019 (pg. 70)
- G. Consider Interim Financial Report for Period Ending February 28, 2019 (pg. 78)
- H. Consider Quarterly Investment Report – January 1, 2019 through March 31, 2019 (pg. 88)

- I. Consider Change Order #1 Amending the Contract Amount for 2014 Bond Construction Project for Larson Elementary and Lamar High School Renovations Project, Phase III – Bid Package 8 (pg. 115)
- J. Consider Change Order #1 Amending the Contract Amount for Jones Academy Gymnasium and Classroom Addition Construction Project (pg. 120)
- K. Consider Approval of a Resolution Ratifying a Public Utility Easement Agreement for a 0.846-acre tract of land and a 0.287-acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of ARLINGTON ISD FINE ARTS CENTER ADDITION, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas (pg. 123)
- L. Consider Real Property Purchase and Sale Agreement and a Resolution to Approve the Sale of Delinquent Tax Property Described as a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas (pg. 144)
- M. Consider Instructional Materials Allotment Used for Instructional Technology Resources, Instructional Resources as Part of Proclamation 2019 for ELAR, Grades K-8; SLAR Grades K-5; Handwriting; Spelling; and Personal Financial Literacy and Algebraic Reasoning as well as AP Biology, AP Statistics, AP Calculus AB/BC, and Statistics (pg. 172)
- N. Consider Instructional Materials Allotment and TEKS Certification, 2019-2020 (pg. 174)
- O. Consider Additional Texas Teacher Evaluation and Support System (T-TESS) Appraisers (pg. 176)
- P. Consider Salvage Property (pg. 178)

DISCUSSION:

- A. Progress Report for Board of Trustees Continuing Education Credit (pg. 181)
- B. Gifted and Talented Program Update (pg. 182)
- C. Legislative Update (pg. 183)

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

Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President no later than **6:55 p.m.** This second Open Forum allows individuals to address the Board on any subject, except personnel. Any personnel concern should be brought directly to the attention of the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual

wishes to address the same topic, the Board 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 REPORT:

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

The Board Members will report on the following subjects:

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

CLOSED MEETING:

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

ADJOURNMENT

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

If, during the course of the meeting 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.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 22nd day of April, 2019 at 5:30 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 1203 West Pioneer Parkway, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Marcelo Cavazos, Superintendent

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Arlington Independent School District Board of Trustees Communication

Meeting Date:	April 25, 2019	Action Item
Subject:	Appointment of Administrative Personnel	

Purpose:

The purpose of this action item is to appoint the Assistant Superintendent of Research and Accountability.

Background:

Screening and interview committee consisting of administrative staff has submitted the name to the Superintendent for consideration.

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Scott Kahl Date: April 12, 2019
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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: April 25, 2019	Action Item
Subject: Consider authorizing the use of surplus General Fund fund balance and approving a resolution and earnest money contract for the acquisition of real property described as all of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas	


Purpose: To provide the Board of Trustees the opportunity to consider authorizing the use of surplus General Fund fund balance and approving a resolution and earnest money contract for the acquisition of real property described as all of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas, locally known as 1918 N. Davis Drive, Arlington, Texas

Background: Arlington ISD has identified a need to acquire real property in north Arlington for potential future construction of District facilities.

A tract of approximately 3.3 acres is available for sale at 1918 N. Davis Drive. Arlington ISD and the property owner have agreed to initial terms for the transaction. Upon execution of the Earnest Money Contract by both parties, AISD will have ninety (90) days to complete feasibility research on the property. Feasibility work includes property inspection, environmental survey and inspection of other records on the property. The District may terminate the agreement for any reason within the ninety-day period if it determines it is not feasible to own the property.

Surplus fund balance from the General Fund is available to purchase the property.

Recommendation: The administration recommends that the Board authorize the use of surplus General Fund fund balance and approve a resolution and earnest money contract for the acquisition of real property described as all of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  Prepared by: Cindy Powell Date: March 29, 2019
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RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

Date: April 25, 2019

Purchaser: Arlington Independent School District, a political subdivision of the State of Texas, by and through Dr. Aaron Reich, President of the Board of Trustees of Arlington Independent School District
1203 W. Pioneer Pkwy
Arlington, TX 76013

Seller: Sangud Cramer
1918 North Davis
Arlington, Texas

Property: All of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas and described as follows:

BEGNNING 484.4 feet South of the Northeast comer of Block 1, of the partition of the said J. M. Tomlin Heirs 80 acres of land, the same being the Southeast corner of 10 acres of land sold Mrs. Jennie McElwreath by J. R. Wright and C. H. Wright by deed recorded in Vol. 1112, Page 112, Deed Records of Tarrant County, Texas;

THENCE West along the South line of said McElwreath tract 876 feet, corner;

THENCE South along the West line of above mentioned Block 2, 164.1. feet for corner;

THENCE East 876 feet for corner;

THENCE North 164.1 feet to place of beginning; SAVE AND EXCEPT any part or portion thereof in the use or occupancy of any public road or highway; locally known as 1918 North Davis Drive, Arlington, Texas.

WHEREAS, the Board of Trustees of Arlington ISD determines that it is advisable to purchase the Property and desires to purchase the estate of said Property; and

WHEREAS, Purchaser is authorized to acquire the estate of said Property in the name of the District under Section 11.151(a) of the Texas Education Code, which provides that “The trustees of an independent school district constitute a body corporate and in the name of the district may acquire and hold real and personal property”; and

WHEREAS, Purchaser is making this resolution for the purposes of authorizing the purchase of the estate of said Property,

NOW, THEREFORE, be it

RESOLVED, that Arlington ISD authorizes the purchase of the Property, in accordance with Section 11.151(a) of the Texas Education Code and Arlington ISD Board Policy CHG(LEGAL), and directs the Superintendent to take all necessary steps to acquire the estate of said Property in accordance with same; and be it further,

RESOLVED, that the Arlington ISD authorizes the Superintendent to negotiate a contract for the purchase of the Property with the Seller, subject to Board approval of the final terms of the contract; and be it further;

RESOLVED, that the undersigned President of the Board of Trustees of Arlington ISD is authorized and directed to execute any and all instruments appropriate or necessary to effectuate the purchase of the Property.

APPROVED by Arlington ISD Board of Trustees at a meeting held on April 25, 2019 in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding purchase of real estate, by a vote of ____ to ____.

By: _____
Dr. Aaron Reich, President

ATTEST:

by _____
Secretary of the Board

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Earnest Money Contract ("Contract") is made by and between Sangud Cramer hereinafter referred to as "Seller" and the ARLINGTON INDEPENDENT SCHOOL DISTRICT, of 1203 W. Pioneer Pkwy, Tarrant County, Texas, hereinafter referred to as "Buyer," upon the terms and conditions set forth herein.

ARTICLE I

Purchase and Sale

1.01. Subject to the terms hereof, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, a tract of land containing approx. 3.29601 acres, located in Tarrant County, Texas, more particularly described in Exhibit A attached hereto (hereinafter the "Property"), locally known as 1918 North Davis Drive, Arlington, Texas.

ARTICLE II

Purchase Price

2.01. The "Purchase Price" of the Property shall be the sum of FOUR HUNDRED EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$482,000.00). Buyer shall forthwith deposit with the "Title Company" (as defined in Article V of this Contract), the sum of \$5,000.00 as earnest money to bind this sale (the "Earnest Money").

Payment of Purchase Price

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

Independent Consideration

2.03 Concurrently with Buyer's execution of this Contract, Buyer shall deliver to Seller an amount equal to One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Contract (the "Independent Consideration"), in addition to the Earnest Money Deposit and the Purchase Price. The Independent Consideration is independent of any other consideration provided hereunder, shall be fully earned by Seller upon the Effective Date hereof, and is not refundable under any circumstances. Buyer and Seller expressly acknowledge and agree that: (a) the Independent Consideration, plus Buyer's Contract to pay the costs provided in this Contract, has been bargained for as consideration for Seller's execution and delivery of this Contract and for Buyer's review, inspection, and termination rights during the Inspection Period; and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

ARTICLE III

Condition of Title and Title Report

3.01. Preliminary Title Report. From the date of receipt of the Earnest Money by the Title Company herein, Seller, at Seller's sole cost and expense, shall use all reasonable diligence to cause a preliminary title report (the "Title Report") to be issued concerning the Property accompanied by a copy of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. Buyer shall give Seller written notice on or before the expiration of 30 days after Buyer receives the Title Report, or after Buyer has received any further documentation requested from the Title Company pertaining to title issues appearing in the Title Report, whichever is later, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all

reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller fails or is unable to eliminate such exceptions to title within 15 days after receipt of written notice from Buyer to cure such exceptions, Buyer, at its option, may terminate this Contract without liability to Seller and the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to closing as required herein.

ARTICLE IV

Representations and Warranties of Seller

4.01. Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer as of the date of Closing:

- a. Seller represents that as of the Closing Date (i) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sale proceeds except for such interests as are being expressly assumed by Buyer and (ii) assumed loans, if any, will not be in default.
- b. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority.
- c. Seller, to the best of Seller's knowledge, has complied with all applicable laws, ordinances, regulations, statutes, rules, restrictions, and environmental laws relating to the Property, or any part thereof.
- d. Seller has good and marketable title to the Property, or Seller shall have good and marketable title to the Property on or before the closing date as provided in this Contract.
- e. There is no pending or threatened litigation, or contractual obligations arising out of or affecting the Property, to Seller's knowledge, which would interfere with its permitted uses.
- f. The Property, or any part thereof, is not subject to a leasehold interest, and there are no parties in possession as lessees, tenants at sufferance, or trespassers.

g. There are no encroachments over or upon the Property.

4.02 The above warranties and representations shall survive Closing and recordation of the Deed and shall remain enforceable under this Contract. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer without liability to Seller and Buyer shall be entitled to the return of its Earnest Money.

ARTICLE V

Closing

5.01. The Closing shall be held at Lawyer's Title Company, Martha Cunningham, Escrow Officer, 1400 W. Abram St., Arlington, Tarrant County, Texas, herein known as "Title Company," on or before 15 days after the later of (a) Buyer's receipt of the Title Report for the Property or Buyer's receipt of any further documentation requested from the Title Company pertaining to title issues appearing in the title Report, whichever is later, or (b) the elimination by Seller of unacceptable matters affecting title to the Property as provided in Section 3.01, or (c) the end of the feasibility study period as provided in Section 9.01 unless waived by Buyer, or (d) at such time, date, and place as Seller and Buyer may agree upon (which date is herein referred to as the "Closing").

5.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above and Seller shall deliver to Buyer a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, and restrictions, excepting however (a) general real estate taxes for the year of closing and subsequent years not due and payable, (b)

the exceptions, easements, reservations, and restrictions approved by Buyer pursuant to Article III hereof and this Article V, and (c) any other exceptions waived or approved by Buyer in writing.

5.03 Seller shall deliver to Buyer a Texas Owner's Title Policy at Seller's sole expense, issued by a title insurance company acceptable to Buyer in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property subject to those title exceptions listed in this Article V, and the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

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

Owner's Title Policy:	Seller
Escrow fee:	Seller and Buyer equally
Survey costs:	Buyer
Filing fees:	Seller for release of liens, if any; Buyer for all other documents required to be recorded
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	General real estate taxes for the then current year relating to the Property, shall not be prorated between Buyer and Seller as part of the closing of this transaction. No credit shall be given to Buyer for the amount of Seller's taxes at the closing of this transaction. Any ad valorem tax liability of Seller existing as of the date of the closing of this transaction shall not be affected by the closing of this transaction. Buyer as a political subdivision of the state of Texas has no ad valorem tax liability and assumes no liability or responsibility for any such taxes as may be owed by Seller.

ARTICLE VI

Earnest Money

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

ARTICLE VII

Breach By Seller

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

ARTICLE VIII

Breach by Buyer

8.01 In the event Buyer should fail to consummate the purchase of the Property, Buyer is in default hereunder and Seller is not in default hereunder, Seller shall have the right to be paid the Earnest Money, for the failure of Buyer to perform the duties imposed upon it by the terms and provisions herein, or Seller may enforce specific performance of this Contract against Buyer at its discretion.

ARTICLE IX

Miscellaneous

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

a. Feasibility Study. From the date hereof and for ninety days (90) days thereafter, Buyer is granted the right to conduct an engineering survey and feasibility study of the Property, including but not limited to soil conditions, grade, drainage conditions, boundary lines, underground water quality and flow, utility installation issues, zoning and platting issues, easement issues including but not limited to oil and gas pipeline easements, and environmental impact issues. Buyer or Buyer's designated agents may enter upon the premises for purposes of conducting engineering and metes and bounds surveys, environmental studies, soil analysis, core drilling, or other tests which may be deemed necessary to Buyer or Buyer's designated agents to conduct its feasibility study. If it should be determined by Buyer in Buyer's sole judgment that the Property is not, for any reason, suitable for Buyer's intended purposes for the Property, or that there are soil, grade, drainage, boundary line, utility, zoning, platting, easement, water, environmental or other conditions or issues which create additional or unexpected expense or uncertainties in connection with the use of the Property for its intended purposes, then and in this event, Buyer may, on written notice to Seller made on or prior to ninety days (90) days from the date hereof, terminate this Contract without liability to Seller, and the Earnest Money shall be returned forthwith by the Title Company to Buyer.

b. Debris and Clean Up. Seller shall clean up all furniture, fixtures, equipment, trash and debris on the subject property by the date of Closing. By written Contract, the parties may agree that Seller shall complete removal of furniture, fixtures, and equipment and trash and debris clean up by some later date.

c. No Warranty as to Condition of Structure. A structure is located on the Property and is being sold and conveyed as part of this transaction ("Structure"). Seller is selling the

Structure AS IS and DISCLAIMS ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER AGREES TO ACCEPT THE STRUCTURE IN AN AS IS CONDITION WITH ALL FAULTS AND BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PHYSICAL CONDITION OF THE STRUCTURE, AND THAT BUYER IS NOT RELYING ON ANY INFORMATION PROVIDED BY SELLER REGARDING THE STRUCTURE'S CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. Assignment of Contract. This Contract is not assignable by Buyer or Seller.

e. Survival of Covenants. The representations, warranties, covenants, and Contracts of the parties, as well as any rights and benefits of the parties, which are expressly provided herein to survive Closing or which pertain to a period of time following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

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

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

h. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

i. Prior Contracts Superseded. This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contract between the parties respecting the within matter.

BROKERS' FEES: Seller and Buyer each represent and warrant to the other that no real estate broker or agent has been used or consulted by such representing party in connection with the negotiation or execution of this Contract or the exchange of the Property.

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

SELLER:

By: Sangud Cramer
Authorized Representative of

DATE: 3-21-2019

Sangud CRAMER
(Type or print name of authorized representative)

-NA-
(Title of authorized representative)

BUYER:

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____

DATE: _____

Title: _____

Receipt of earnest money in the amount of \$ _____ is hereby acknowledged, and a fully executed original of the Contract.

LAWYER'S TITLE COMPANY

By: _____

Time: _____

Date: _____

EXHIBIT A

All of that certain lot, tract or parcel of land lying and being situated in the Thos. Smith 640 Acre Survey in Tarrant County, Texas, and being 3.3 acres of land out of Blocks 1 and 2, of the Partition of the J. M. Tomlin Heirs 80 acres of land out of the Thos. Smith 640-acre Survey in Tarrant County, Texas and described as follows:

BEGNNING 484.4 feet South of the Northeast corner of Block 1, of the partition of the said J. M. Tomlin Heirs 80 acres of land, the same being the Southeast corner of 10 acres of land sold Mrs. Jennie McElwreath by J. R. Wright and C. H. Wright by deed recorded in Vol. 1112, Page 112, Deed Records of Tarrant County, Texas;

THENCE West along the South line of said McElwreath tract 876 feet, corner;

THENCE South along the West line of above mentioned Block 2, 164.1. feet for corner;

THENCE East 876 feet for corner;

THENCE North 164.1 feet to place of beginning; SAVE AND EXCEPT any part or portion thereof in the use or occupancy of any public road or highway.



(NOTICE: For use only when SELLER occupies the property for no more than 90 days AFTER the closing)

SELLER'S TEMPORARY RESIDENTIAL LEASE

- 1. **PARTIES:** The parties to this Lease are Arlington Independent School District
(Landlord) and Sangud Cramer (Tenant).
- 2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller known as 1918 North Davis Drive, Arlington, TX 76012 (address).
- 3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates 60 days later, unless terminated earlier by reason of other provisions.
- 4. **RENTAL:** Tenant shall pay to Landlord as rental \$1.00 per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
- 5. **DEPOSIT:** Tenant shall pay to Landlord at the time of funding of the sale \$-0 as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
- 6. **UTILITIES:** Tenant shall pay all utility charges except N/A which Landlord shall pay.
- 7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
- 8. **PETS:** Tenant may not keep pets on the Property except None.
- 9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
- 10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
- 11. **SPECIAL PROVISIONS:**
Tenant shall remove all furniture, fixtures and equipment and clean up all trash and debris within 60 days of Landlord assuming ownership of property.
- 12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
- 13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
- 14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord and Tenant S C

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$100 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. **READ IT CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.
- 24. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: Arlington Independent School District

Telephone: _____

Facsimile: _____

E-mail: _____

Landlord

Landlord

To Tenant: Sangud Cramer

Telephone: 214-384-1425

Facsimile: _____

E-mail: Dangintexas@yahoo.com

Sangud Cramer
Tenant

Tenant

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 15-5. This form replaces TREC NO. 15-4.

Arlington Independent School District Board of Trustees Communication

Meeting Date: April 25, 2019	Action Item
Subject: Consider a Resolution for the Sale of Real Property Being a Tract of Land Located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County Texas, being a Portion of a Tract of Land Described in a Deed to Arlington Independent School District, Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas and Designated as the Portion Tract 1, Locally Known as 101 W. Arbrook or the Southwest Corner of the Intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, Comprising Approximately 24.122 Acres.	

Purpose:

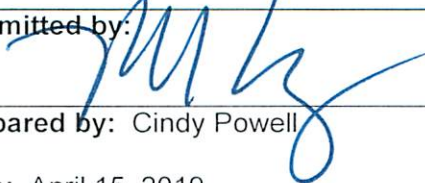
To give the Board of Trustees the opportunity to discuss and possibly act on a resolution for the sale of real property being a tract of land located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County Texas, being a portion of a tract of land described in a Deed to Arlington Independent School District, Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas and designated as the portion Tract 1, locally known as 101 W. Arbrook or the Southwest corner of the intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, comprising approximately 24.122 acres

Background:

AISD owns a 24.1113-acre tract of land at 101 W. Arbrook. The Board of Trustees approved a resolution on March 1, 2018, declaring the property to be surplus to the District's operations and authorizing the sale of the property. An offer has been received for the purchase of the property. AISD and the offeror have agreed to terms for the transaction including the purchase price, 90-day inspection period, closing within 30 days of end of inspection period, earnest money deposit of \$50,000 and realtor commissions. A resolution has been prepared to authorize the Board president to execute the instruments required for the sale of the property.

Recommendation:

Administration recommends that the Board approve a resolution for the sale of real property being that portion of a tract of land located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County Texas, being a tract of land described in a Deed to Arlington Independent School District, Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas and designated as the portion Tract 1, locally known as 101 W. Arbrook or the Southwest corner of the intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, comprising approximately 24.122 acres.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Cindy Powell <hr/> Date: April 15, 2019
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RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

- Date:** April 25, 2019
- Seller:** Arlington Independent School District, 1203 W. Pioneer Pkwy, Arlington, TX 76013]
- Property:** A tract of land containing approx. 24.122 acres, out of the Horatio Lynch Survey Abstract 956 as located in Tarrant County, Texas, and recorded as Tract 1 in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas, more particularly described in Exhibit A attached hereto (hereinafter the "Property") and locally known as 101 W. Arbrook Blvd., Arlington, Texas.

WHEREAS, the Board of Trustees of Arlington ISD determines that Property is no longer necessary for the operation of the school district and desires to sell Property; and

WHEREAS, the Board of Trustees of Arlington ISD is authorized to sell the surface estate of the Property under Section 11.154(a) of the Texas Education Code, which provides that “The board of trustees of an independent school district may, by resolution, authorize the sale of any property held in trust for public school purposes”; and

WHEREAS, Board of Trustees of Arlington ISD is making this resolution for the purposes of authorizing the sale of the surface estate of the Property;

NOW, THEREFORE, be it

RESOLVED, that Arlington ISD authorizes the sale of the Property in accordance with Sections 11.154(a) of the Texas Education Code, and directs the Superintendent to take all necessary steps to advertise the sale of the Property in accordance with Section 272.001 of the Texas Local Government Code; and be it further;

RESOLVED, that Arlington ISD authorizes the Superintendent to negotiate a contract for the sale of the Property with the winning bidder, subject to Board approval of the final terms of the contract; and be it further;

RESOLVED, that the undersigned President of the Board of Trustees of Arlington ISD is authorized and directed to execute any and all instruments appropriate or necessary to effectuate the sale of the Property.

APPROVED by Arlington ISD Board of Trustees at a meeting held on the ____ day of April 2019, in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding sale of real estate, by a vote of ____ to ____.

By: _____
President Board of Trustees

ATTEST:

By: _____
Secretary of the Board

EXHIBIT A

TRACT 1:

BEING A TRACT OF LAND LOCATED IN THE HORATIO G. LYNCH SURVEY, ABSTRACT No. 956, CITY OF ARLINGTON, TARRANT COUNTY TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT (AISD), RECORDED IN VOLUME 12547, PAGE 1966, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF ARBROOK BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID AISD TRACT AND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO 200 W ARBROOK LP, RECORDED IN VOLUME 17113, PAGE 290, D.R.T.C.T.;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ARBROOK BOULEVARD, AND THE NORTH LINE OF SAID AISD TRACT AS FOLLOWS:

(1) S 89°58'23" E, A DISTANCE OF 81.01 FEET TO A 1/2" IRON ROD FOUND;

(2) S 89°55'36" E, A DISTANCE OF 909.84 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC" BEING THE NORTHWEST END OF A RIGHT-OF-WAY CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID ARBROOK BOULEVARD WITH THE WEST RIGHT-OF-WAY LINE OF CENTER STREET (A VARIABLE WIDTH RIGHT-OF-WAY), AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 125.64 FEET, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID ARBROOK BOULEVARD, AND THE NORTH LINE OF SAID AISD TRACT, ALONG SAID RIGHT-OF-WAY CORNER CLIP AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 89°58'53", AND A CHORD BEARING OF S 44°55'31" E, 113.12 FEET;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CENTER STREET AS FOLLOWS:

(1) S 00°03'50" W, A DISTANCE OF 254.34 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(2) SOUTHERLY, AN ARC LENGTH OF 249.73 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00 FEET, A DELTA ANGLE OF 19°20'10", AND A CHORD BEARING OF S 09°43'55" W, 248.55 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC";

(3) S 19°24'00" W, A DISTANCE OF 136.42 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(4) SOUTHWESTERLY, AN ARC LENGTH OF 49.79 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 637.00 FEET, A DELTA ANGLE OF 04°28'43", AND A CHORD BEARING OF S 21°38'22" W, 49.78 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC";

(5) S 23°52'44" W, A DISTANCE OF 74.68 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE LEFT;

(6) SOUTHWESTERLY, AN ARC LENGTH OF 63.37 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 338.00 FEET, A DELTA ANGLE OF 10°44'33", AND A CHORD BEARING OF S 18°30'08" W, 63.28 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC", BEING THE BEGINNING A COMPOUND CURVE TO THE LEFT;

(7) SOUTHERLY, AN ARC LENGTH OF 169.37 FEET ALONG SAID COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 872.00 FEET, A DELTA ANGLE OF 11°07'42", AND A CHORD BEARING OF S 07°34'00" W, 169.10 FEET TO A POINT, FROM WHICH A 60D NAIL FOUND BEARS N 85°56' E, 0.6 FEET, SAID POINT BEING THE NORTHEAST END OF A RIGHT-OF-WAY CORNER CLIP AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID S. CENTER STREET WITH THE NORTH RIGHT-OF-WAY LINE OF HIGHLANDER BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY AN ARC LENGTH OF 124.02 FEET ALONG SAID RIGHT-OF-WAY CORNER CLIP AND SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 88°49'26" AND A CHORD BEARING OF S 46°24'52" W, 111.97 FEET TO A POINT, FROM WHICH A 60D NAIL FOUND BEARS S 77°01' E, 0.7 FEET;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHLANDER BOULEVARD AS FOLLOWS:

(1) N 89°10'24" W, A DISTANCE OF 131.04 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(2) NORTHWESTERLY, AN ARC LENGTH OF 411.34 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 765.00 FEET, A DELTA ANGLE OF 30°48'28", AND A CHORD BEARING OF N 73°46'10" W, 406.40 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC";

(3) N 58°21'56" W, A DISTANCE OF 330.03 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "MER & ASSOC INC" IN THE EAST LINE OF SAID 200 W ARBROOK LP TRACT AND THE WEST LINE OF SAID AISD TRACT;

THENCE N 00°36'14" W, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHLANDER BOULEVARD AND ALONG THE EAST LINE OF SAID 200 W ARBROOK LP TRACT AND THE WEST LINE OF SAID AISD TRACT, A DISTANCE OF 840.14 FEET TO THE PLACE OF BEGINNING AND CONTAINING 24.122 ACRES (1,050,760 SQUARE FEET) OF LAND, MORE OR LESS.

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New Employees Hired March 22, 2019 - April 10, 2019

Last Name	First Name	Employee #	Location/Organization	Subject/Position	Start Date	Level
				SCE STUDENT SUPPORT		
GREEN	MISTI	6176912	LARSON	INTERVENTIONIST	3/27/2019	ELEM
CASON	MARCI	6176647	MARTIN	DEAF ED	3/22/2019	SEC
WILSON	HEATHER	12477	ARLINGTON	SCIENCE	3/21/2019	SEC

**Elementary
Summary**

Teacher	1
Total	1

**Secondary
Summary**

Teacher	2
Total	2

Grand Total 3

Separation of Service - Effective Between February 21 - March 20, 2019

CODE	LAST	FIRST	LOCATION	TITLE	YRS	TERM DATE
EMPLOYEE INITIATED - EMPLOYMENT WITH ANOTHER DISTRICT (1)	HASTINGS	KELLY	YOUNG	PRINCIPAL	13	6/30/2019
EMPLOYEE INITIATED - MOVING OUT OF AREA (11)	BARTON	LESLIE	SAM HOUSTON	TEACHER	24	3/5/2019
	BARTON	TIMOTHY	WORKMAN	TEACHER	2	3/1/2019
	HAWRYLAK	KATHRYN	SPECIAL EDUCATION	SPEECH PATHOLOGIST	3	6/5/2019
	LEE	HYUK "PHILIP"	GUNN	TEACHER	2	3/5/2019
	QUALLS	LAURIE	BEBENSEE	CLASSROOM ASSISTANT	3	3/6/2019
	REID	CRISTINA	LAMAR	TEACHER	3	6/5/2019
	SHEN	HANG	LAMAR	TEACHER	2	6/5/2019
	SWEET	HEATHER	SHACKELFORD	TEACHER	1	6/5/2019
	THOMPSON	CHVON "CECILIA"	SWIFT	TEACHER	1	6/5/2019
	URWILLER	DIANA	MARTIN	TEACHER	8	6/5/2019
VICTORICK	MICHAEL	SHACKELFORD	TEACHER	1	6/5/2019	
EMPLOYEE INITIATED - EDUCATION OUTSIDE EDUCATION (8)	CARTER	MAURICE	COREY	CLASSROOM ASSISTANT	2	3/8/2019
	CARTWRIGHT	GREGORY	LAMAR	TEACHER	8	6/5/2019
	CASTRO	MARIA	AMOS	CLASSROOM ASSISTANT	2	3/18/2019
	JONES	MELISSA	ANDERSON	TEACHER	1	3/6/2019
	PELT	KIM	SPEER	CAMPUS INSTRUCTIONAL COACH	2	6/6/2019
	RODRIGUEZ	ELIZABETH	REMYNSE	TEACHER	2	3/5/2019
	TZONTLIMATZI	MIALMA "ALMA"	LAMAR	TEACHER	4	6/5/2019
	WILLIAMS	ASHLEY	ARLINGTON	TEACHER	16	3/5/2019
EMPLOYEE INITIATED - MEDICAL REASON (6)	ATCHISON	AMY	OUSLEY	TEACHER	1	2/27/2019
	JACKSON	JANET	PATRICK	NURSE	1	3/5/2019
	MCCANTS	PAMELA "PAM"	BECKHAM	TEACHER	11	3/8/2019
	MENIFIELD	CRYSTAL	PEARCY	CLASSROOM ASSISTANT	1	3/6/2019
	MYERS	JANE	ATHERTON	TEACHER	13	6/5/2019
	NIELSEN	CATHRYN "KATIE"	WORKMAN	TEACHER	1	3/5/2019
EMPLOYEE INITIATED - CARING FOR FAMILY MEMBERS (3)	AKHTAR-KHAVARI	KATHRYN	FARRELL	TEACHER	3	6/5/2019
	BELTRAN	VIVIAN	ANDERSON	TEACHER	1	3/6/2019
	RODRIGUEZ	NEREIDA	BEBENSEE	TEACHER	3	6/5/2019
EMPLOYEE INITIATED - RETURNING TO SCHOOL (2)	HIGHT	BRENDA	MOORE	CLINIC ASSISTANT	5	3/1/2019
	MARISCAL	ANA	CTC	TEACHER	3	3/5/2019
EMPLOYEE INITIATED - UNHAPPY WITH JOB (3)	JOHNSON	JOYCE	SWIFT	CLERK	3	3/19/2019
	MACDONALD	MELANIE	SAM HOUSTON	TEACHER	3	6/5/2019
	WESSON	DANIEL	BOWIE	TEACHER	1	3/5/2019
EMPLOYEE INITIATED - REASON NOT SPECIFIED (16)	ADAMS	JENNIFER	JOHNS	TEACHER	1	6/5/2019
	ARMANYOUS	ENGY	BOWIE	CLASSROOM ASSISTANT	7	3/8/2019
	BELMONTES	MELISSA	KEY	CLASSROOM ASSISTANT	3	3/6/2019
	DONOGHUE	BRENDA	WIMBISH	TEACHER	2	6/5/2019
	ELLIS	LAKEEDRA	BARNETT	CLASSROOM ASSISTANT	4	3/18/2019
	FONTANEZ	AILEEN	SEGUIN	TEACHER	1	6/5/2019
	HAUBOLD	PATRICK	BAILEY	TEACHER	12	6/5/2019
	HISSIN	REEM	BOWIE	TEACHER	2	6/5/2019

CODE	LAST	FIRST	LOCATION	TITLE	YRS	TERM DATE
EMPLOYEE INITIATED - REASON NOT SPECIFIED (CONTINUED)	LOUDERMILK	SCOTT	BAILEY	TEACHER	3	6/5/2019
	MENS	APRIL	FOSTER	TEACHER	3	6/5/2019
	MORALES CRUZ	CARMEN	SAM HOUSTON	TEACHER	1	6/5/2019
	NORIEGA	MARIO	WORKMAN	TEACHER	1	6/5/2019
	RAZAVIZADEH	MICHAEL	NICHOLS	TEACHER	4	6/5/2019
	REHMAN	AMBER	WORKMAN	TEACHER	1	6/5/2019
	SMITH	SEAN	SHACKELFORD	TEACHER	2	2/21/2019
TONCHE	THALIA	ANDERSON	TEACHER	2	3/5/2019	

EMPLOYEE INITIATED - REGULAR RETIREMENT (21)	ANSTICE	DEBRA	BUTLER	TEACHER	23	6/5/2019
	BURNETTE	DEBRA	SPECIAL EDUCATION	TEACHER	34	6/5/2019
	BURUM	ELISA	SPECIAL EDUCATION	SPECIALIST	29	6/10/2019
	CAGLE	SARA	BARNETT	TEACHER	27	6/5/2019
	DAY	LISA	WOOD	TEACHER	31	6/5/2019
	EDDY	PATTI	YOUNG	TEACHER	19	6/5/2019
	ELLIS	RICHARD	MARTIN	TEACHER	15	6/5/2019
	HENDRICKS	KAYLA	MARTIN	TEACHER	36	6/5/2019
	LEVERETT	JO "LADAUN"	SPECIAL EDUCATION	COUNSELOR	24	6/5/2019
	LONGEE	KAREN	SWIFT	TEACHER	6	6/5/2019
	LORIA	LORI	BEBENSEE	CAMPUS INSTRUCTIONAL COACH	15	6/6/2019
	LOWRY	DARLA	BEBENSEE	TEACHER	18	6/5/2019
	MURPHY	DARLENE	SPECIAL EDUCATION	TEACHER	28	2/22/2019
	NETHERTON	ESTELLE	MOORE	CLASSROOM ASSISTANT	31	6/5/2019
	OLSON	CAROL	MARTIN	TEACHER	15	6/5/2019
	PEET	YVONNE	HILL	SCE SUPPORT INTERVENTIONIST	15	6/6/2019
	ROBERTS	DEBORAH	MILLER	TEACHER	20	6/5/2019
	RYAN	KATHRYN "KATHY"	BUTLER	TEACHER	41	6/5/2019
	SCOTT	JUDITH	SPECIAL EDUCATION	LSSP	17	6/12/2019
	WALTON	ELIZABETH	FARRELL	TEACHER	18	6/5/2019
WEYDECK	ANNE	TURNING POINT	TRANSITION LIAISON	29	6/19/2019	

DISTRICT INITIATED - DECEASED (1)	BLACK	JON "TIM"	BLANTON	TEACHER	13	3/4/2019
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DISTRICT INITIATED - FAILURE TO REPORT TO WORK (1)	WOOLEY	LAUREN	SHACKELFORD	CLASSROOM ASSISTANT	1	2/21/2019
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TOTAL SEPARATIONS (73)



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

TO: Cindy Powell
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: April 25, 2019

Arlington ISD to accept popcorn machine & cart from Arlington Elks Lodge #2114	\$	1,046.50
Arlington High School to accept cash donation from AHS Orchestra Booster Club	\$	5,748.00
Arlington High School to accept cash donation from Arlington Kiwanis Foundation	\$	739.50
Arlington High School to accept cash donation from AHS Lady Colts Softball Booster Club	\$	2,200.00
Arlington High School to accept cash donation from Samuel Crawford	\$	500.00
Arlington High School to accept cash donation from Gene & Jerry Jones Family Foundation	\$	2,500.00
Bowie High School to accept cash donation from BHS Track Booster Club	\$	3,636.24
Bowie High School Baseball to accept cash donation from Robert C. Burton	\$	250.00
Bowie High School to accept cash donation from BHS Baseball Booster Club	\$	360.00
Lamar High School to accept cash donation from Gene & Jerry Jones Family Foundation	\$	2,500.00
Lamar High School to accept cash donation from Lamar Aquatics Booster Club	\$	1,272.00
Lamar High School Boys Track to accept cash donation from Michael J. Poynter	\$	300.00
Lamar High School to accept cash donation from LHS Basketball Booster Club	\$	3,000.00
Martin High School to accept cash donation from Gene & Jerry Jones Family Foundation	\$	2,500.00
Martin High School to accept cash donation from L3 Technologies	\$	2,500.00
Martin High School to accept cash donation from MHS Football Booster Club	\$	1,500.00
Martin High School to accept cash donation from MHS Choir Booster Club	\$	741.55

Martin High School Band to accept cash donation from MHS Band Booster Club	\$	3,156.53
Martin High School to accept cash donation from MHS Orchestra Booster Club	\$	6,622.95
Martin High School to accept cash donation from MHS Swim Booster Club	\$	1,000.00
Sam Houston High School to accept cash donation from Game Day Media Inc.	\$	1,500.00
Sam Houston High School to accept cash donation from Pantego Lions Foundation, Inc.	\$	750.00
Sam Houston High School to accept cash donation from 99 Cent Only Stores ,LLC	\$	500.00
Sam Houston High School to accept cash donation from Frank Martinez	\$	320.00
Sam Houston High School to accept Sonic coupon cards from Starry Night Prom,Inc,	\$	2,250.00
Sam Houston High School to accept cash donation from Ruth Deanda	\$	375.00
Sam Houston High School to accept cash donation from Raising Cane's Chicken	\$	250.00
Sam Houston High School to accept clothing donation from Leonal Solorzano	\$	1,300.00
Sam Houston High School to accept cash donation from Precision Dental Designs	\$	250.00
Sam Houston High School to accept cash donation from Richard & Sylvia Greene	\$	250.00
Sam Houston High School to accept cash donation from Jeremy Reed	\$	450.00
Sam Houston High School to accept cash donation from Gene & Jerry Jones Family Foundation	\$	2,500.00
Seguin High School to accept cash donation from Five Wise Guys,LLC	\$	525.00
Seguin High School to accept cash donation from Gene & Jerry Jones Family Foundation	\$	2,500.00
Bailey Jr, High School Orchestra to accept cash donation from Albertsons-Safeway	\$	698.77
Boles Jr. High School to accept cash donation from Orchestra Booster Club	\$	2,400.00
Carter Jr. High School to accept cash donation from First Presbyterian Church	\$	602.00
Nichols Jr. High School to accept cash donation from Texas Appliance	\$	750.00
Corey Academy to accept cash donation from Justin and Anna Chapa	\$	300.00
Corey Academy to accept cash donation from All Saints Lutheran Church	\$	300.00

Corey Academy to accept cash donation from Gara and Brandon Hill	\$	525.00
Corey Academy to accept cash donation from Tyler and Kathy Erlandsen	\$	300.00
Corey Academy to accept cash donation from Thibodeaux Insurance & Financial Services	\$	300.00
Corey Academy to accept cash donation from True Blue Air Service LLC	\$	300.00
Duff Elementary to accept cash donation from CC Duff PTA	\$	1,100.78
Hill Elementary to accept donation from Pantego Lions Foundation, Inc.	\$	404.49
Hill Elementary to accept cash donation from Albertsons-Safeway	\$	462.39
Mary Moore Elementary to accept cash donation from Mary Moore PTA	\$	3,120.00
Pope Elementary to accept musical instrument donations	\$	487.00
	Total \$	67,843.70
	Total year-to-date for 2018-2019 School Year \$	948,115.63
	Prior year total as of April 5, 2018 \$	642,482.45
	Total for the prior 2017-2018 School Year \$	2,464,159.98

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

Meeting Date: April 25, 2019

Consent Item

Subject: Bids

Purpose:

To provide the Board of Trustees the opportunity to review the purchase of goods and services prior to final Board approval.

Background:

Bids presented on the consent agenda:

19-06h Academic Educational Consultants & Professional Development

19-53 RFP - Snacks/Chips/Beverages for Full Service Delivery

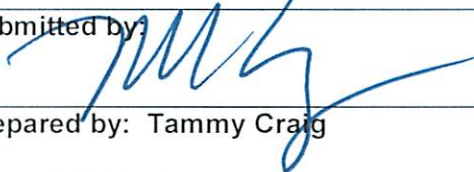
19-54 RFP - Fresh Bread for Full Service Delivery

19-55 RFP - Ice Cream for Full Service Delivery

19-56 RFP - Temporary Labor – Food & Nutrition Services

Recommendation:

The Administration recommends approval of the bids.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Tammy Craig
	Date: 04/02/2019



TO: Cindy Powell
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: April 11, 2019

RE: RFP 19-06h Academic Educational Consultants and Professional Development Services

Request for Proposal **19-06h** is a supplement to the annual contract for academic educational consultants and professional development services for all AISD departments and campuses. This is a qualifying bid that is open for the entire school year. As vendors are needed, responses will be accepted to the RFP online and the Purchasing Department will bring the new vendor(s) to the Board of Trustees for approval on a monthly basis. Prior to contracting for services, quotes will be obtained from the approved bidders as needed. Services provided under this RFP include educational consulting services, trainers, and professional development speakers.

It is recommended that all vendors meeting specifications be approved.

cc: Tony Drollinger
Executive Director of Finance

Arlington Independent School District
RFP 19-06h Academic Educational Consultants and Professional Development Services
Effective: April 12, 2019 - June 30, 2019

VENDOR#	VENDOR	PHONE #	EMAIL ADDRESS	RESIDENT VENDOR (Texas, District)	HUB VENDOR	FREIGHT	TERMS	DISCOUNT FROM CATALOG, PRICE LIST, OR SHELF PRICE
10284186	Be Strong Families, NFP	(800) 805-2505 x5	guy@beststrongfamilies.net		NO	SHIPPING	NET 30	VARIES
NOT SET UP	Beckloff Pediatric Behavioral Center	(972) 250-1700	missy@drbeckloff.com	Texas	NO	INCLUDED	NET 30	VARIES
10280777	Gallup, Inc.	(402) 938-6701	gallup_accounts_receivable@gallup.com		NO	INCLUDED	NET 30	VARIES
NOT SET UP	Matt de la Peña	(310) 809-0483	mattdelapenaevents@gmail.com		NO	INCLUDED	NET 30	VARIES
NOT SET UP	Sonia White Soltero (Sonia White)	(773) 325-4788	ssoltero@depaul.edu		NO	INCLUDED	NET 30	VARIES
10284193	Susan Chapman	(281) 850-5299	slcbte@gmail.com	Texas	NO	INCLUDED	NET 30	VARIES

Estimated Award: \$152,000.00



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

TO: Cindy Powell
Chief Financial Officer

FROM: Tammy Craig
Purchasing Director

DATE: April 11, 2019

RE: RFP 19-53 Snacks/Chips/Beverages for Full Service Delivery

Request for Proposal **19-53** is for snacks, chips and beverages for Food and Nutrition Services. This is an all-or-none award. This RFP has the option to renew for two additional one-year periods.

It is recommended that C.D. Harnett Company be awarded the contract.

cc: Tony Drollinger
Executive Director of Finance

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-53
Snack/Chips/Beverages for Full Service
Delivery

All or None Award

VENDOR:	CD Hartnett	The Masters Distribution Systems
VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended
1	Juice, 100%, Pouch: 6oz individual pouch with sealed straw. 4/10ct/cs. Capri Sun Apple Splash 142, Berry Breeze 144, Fruit Dive 146 or equal.	Capri Sun	Capri Sun Apple 142, Berry 144, Fruit Dive 146.	1560	case	\$12.88	\$20,092.80	\$12.39	\$19,328.40
1 ALT1	100% Juice Boxes	Gregory Packaging	412405, 410505, 410305, 412505, 410805	1560	case			\$9.96	
2	Juice 100%, Fruit, Carton: 6oz serving. Case is 70/6oz. Assorted flavors: Ardmore Farms, Apple 42212, Fruit Punch 42215, Apple Cherry 42221 or equal.	Ardmore Farms	Ardmore Farms, 42212, 42215, 42221 or equal	15	case	\$15.49	\$232.35	\$9.96	\$149.40
5	Sparkling Juice, Flavored: Flavored juice beverage from concentrate with carbonation. Product should not contain added sugar or preservatives. 24/8.4oz/cs, Izze Pomegranate 1508, Grapefruit 1504, Clementine 1505, Apple 1507, and Blackberry 1502 or equal	Izze	1502, 1504, 1505, 1507, 1508 or Equal	1030	case	\$13.08	\$13,472.40	\$12.89	\$13,276.70
6	Water, Electrolyte, bottled, Flavored: Bottled water that is enhanced with electrolytes and Vitamins. 24/16.9oz/cs. Acceptable Product: Propel Grape 173, Kiwi Strawberry 171, Lemon 167 and Berry 169, or equal.	Propel	Propel 167, 169, 171, 173 or Equal	1160	case	\$15.84	\$18,374.40	\$14.79	\$17,156.40
7	Water, bottled: Purified, water, non-sparkling, P.E.T. packaging, regular screw cap, 24/case, 8 oz. size or equal.	No Sample Required		1407	case	\$6.41	\$9,018.87	\$3.49	\$4,910.43
8	Water, bottled: Purified, water, non-sparkling, P.E.T. packaging, regular screw cap, 24/case, 16.9 oz. size or equal.	No Sample Required		2800	case	\$3.47	\$9,716.00	\$4.15	\$11,620.00
8 ALT1	Refillable Aluminum Water Bottles	Pathwater	100147	2800	case			\$16.45	

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-53
Snack/Chips/Beverages for Full Service
Delivery

All or None Award

VENDOR:	CD Hartnett	The Masters Distribution Systems
VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

9	Cereal Bar: A chewy cereal bar, free of high fructose corn syrup, artificial colors, flavors and preservatives. Product must be Smart Snack Compliant and provide 1 oz grain equivalent per Child Nutrition Program Guidelines. 96/1.42oz/CS. Assorted flavors. Acceptable products: General Mills, Cinnamon Toast Crunch Cereal Bar 45576, Fruity Cheerios Cereal Bar 31912, Trix Cereal Bar 31915 or equal.	General Mills	General Mills 45576, 31912, 31915 or equal.	370	case	\$30.69	\$11,355.30	\$30.75	\$11,377.50
9 ALT1	Rice Krispie Original Treats	Kelloggs	11052, 14567	370	case			\$37.60	
10	Cereal Bar: Enriched wheat flour cereal bar, filling made with real fruit puree concentrate. 96/1.5oz/CS. Product must be Smart Snack compliant and contribute 1 oz grain equivalent per Child Nutrition Program Guidelines per serving. Acceptable product: Nutri-Grain Apple Cinnamon 59779, Blueberry 90819, Strawberry 59772 or equal	Nutri-Grain	Nutri-Grain 59779, 90819 or 59772 equal.	123	case	\$34.60	\$4,255.80	\$33.75	\$4,151.25
10 ALT1	1 grain Equivalent Oatmeal Bars	Darlington	70100 Apple Oatmeal Bars, 70400 Strawberry Oatmeal	123	case			\$49.64	
11	Cheese Snack, Crunchy Baked, Flamin' Hot: Spicy flavored Chips that are Gluten-Free, contain no artificial flavors or artificial preservatives. Product must be Smart Snack Compliant and contribute 1.25oz grain equivalent per Child Nutrition Program Guidelines per serving. 104/0.875oz/cs Acceptable Product: Frito Lay 62984 or equal.	Frito-Lay	Frito-Lay 62984 or equal.	4400	case	\$34.03	\$149,732.00	\$33.27	\$146,388.00
12	Cheese Snack, Crunchy, Baked: Chips that are Gluten-Free, contain no artificial flavors or artificial preservatives. Product must be Smart Snack Compliant and contribute 1.25oz grain equivalent per Child Nutrition Program Guidelines per serving. 104/0.875oz/CS. Acceptable Product: Frito Lay 62933 or equal.	Frito-Lay	Frito-Lay 62933 or equal.	2400	case	\$34.03	\$81,672.00	\$33.27	\$79,848.00

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-53
Snack/Chips/Beverages for Full Service
Delivery

All or None Award

VENDOR:	CD Hartnett	The Masters Distribution Systems
VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

13	Cheese Snack, Puff: Cheese flavored chips with air puffed appearance and texture. Product must be Reduced Fat, Gluten-Free, Smart Snack Compliant, and contribute 1oz of grain equivalent per Child Nutrition Program Guidelines per serving. 72/.7oz/CS. Acceptable Product: Frito Lay 219105 or equal.	Frito-Lay	Frito Lay 219105 or equal.	590	case	\$23.56	\$13,900.40	\$23.03	\$13,587.70
14	Cheese Snack, Puff, Flamin' Hot: Spicy cheese flavored chips with air puffed appearance and texture. Product must be Reduced Fat, Gluten-Free and Smart Snack Compliant, and contribute 1oz of grain equivalent according to Child Nutrition Program Guidelines. 72/0.7oz/cs. Acceptable Product: Frito Lay 21912 or equal.	Frito-Lay	Frito Lay 21912 or equal.	1090	case	\$23.56	\$25,680.40	\$23.03	\$25,102.70
16	Cheese Stix, Flamin' Hot, Baked: Product must be made of whole corn meal, be Gluten-Free, Contribute 1.25 oz of grain equivalent per Child Nutrition Guidelines per serving. 1 oz. package, 104 ct/case. Acceptable Product: Frito Lay/Fantastix 43578 or equal.	Frito-Lay	Frito Lay/Fantastix 43578 or equal.	2670	case	\$34.03	\$90,860.10	\$33.27	\$88,830.90
18	Chips, Tortilla, Reduced Fat, Flavored: Product must be made with whole corn, Smart Snack Compliant, and contribute 1.5 oz grain equivalent per Child Nutrition Program Guidelines per serving. 72/1oz/CS. Acceptable Products: Assorted Flavors including Frito Lay/Doritos Nacho Cheese Chips 31748, Cooler Ranch Chips 36096, Flamas Chips 62829 and Sweet Chili Chips 49093, Wild White Nacho 67609 or equal.	Frito-Lay	Frito Lay 31748, 36096, 62829, 49093, or equal	7600	case	\$23.56	\$179,056.00	\$23.03	\$175,028.00
18 ALT1	2 grain IW Whole Grain Tortilla Chip	Snakking	260529	1	1.6 oz.			\$27.50	
19	Chips, Tortilla, Round, Corn: Product must be gluten-free, have no added MSG, no artificial colors, flavors or preservatives. Product must be Whole Grain Rich per Child Nutrition Program Guidelines. 8/16oz./case. Made with whole corn. Acceptable Product: Tostitos Whole Grain Rich Crispy Rounds 62399-5 or equal.	Tostitos	Tostitos 62399-5 or equal	9500	case	\$14.92	\$141,740.00	\$14.75	\$140,125.00

ARLINGTON INDEPENDENT SCHOOL DISTRICT
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RFP 19-53
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VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

Item	Description	Brand	Product	Qty	Unit	CD Hartnett Price	CD Hartnett Total	The Masters Price	The Masters Total
20	Chips, Corn, Scooped, Reduced Fat: Product must be gluten-free, have no added MSG, no artificial colors, flavors or preservatives. Product must be Whole Grain Rich per Child Nutrition Program Guidelines. 8/16oz/Cs. Acceptable Product: Frito Lay 57766-3 or equal.	Frito-Lay	Frito Lay 57766-3 or equal.	1075	case	\$17.60	\$18,920.00	\$16.85	\$18,113.75
21	Chips, Baked, Ruffled, Sour Cream and Cheddar Flavor: Product should be Gluten Free, free of artificial preservatives and Smart Snack compliant. 60/.8oz/cs. Acceptable Product: Frito Lay/Ruffles 56882 or equal.	Frito-Lay	Frito Lay/Ruffles 56882 or equal.	670	case	\$19.63	\$13,152.10	\$19.19	\$12,857.30
22	Cracker, Animal-Shaped, Single Serve, Whole Grain: Product must be Smart Snack Compliant, and contribute 1oz grain equivalent per Child Nutrition Program Guidelines per serving. 150/1oz/case. Acceptable Product: Keebler 20150 or equal.	Keebler	Keebler 20150 or equal.	20	case	\$28.23	\$564.60	\$25.75	\$515.00
23	Cracker, Cheddar Whole Grain Goldfish, Single Serve: Product must be Smart Snack Compliant, and contribute 1oz grain equivalent per Child Nutrition Program Guidelines per serving. 300/.75oz/case. Acceptable Product: Pepperidge Farm 18105 or equal.	Pepperidge	Pepperidge Farm 18105 or equal.	100	case	\$57.94	\$5,794.00	\$58.50	\$5,850.00
23 ALT1	Whole Grain Cheese Crackers	Kellogg	79263	100	case			\$35.76	
24 ALT1	Whole Grain Spicy Cheese Crackers	Kellogg	10238	165	case			\$35.76	
25	Cracker, Cheez-it, Reduced Fat: Reduced fat baked crackers made with 100% real cheese. Product must be Smart Snack compliant. 60ct/ 1.5oz/cs. Acceptable Product: Sunshine Cheez-It 12226 or equal.	Sunshine	Sunshine Cheez-It 12226 or equal.	85	case	\$21.00	\$1,785.00	\$18.65	\$1,585.25
27 ALT1	Graham Crackers, Whole grain, .75 oz.	Keebler	91829, 91822, 91819	2500	case			\$22.75	

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-53
Snack/Chips/Beverages for Full Service
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VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

Item #	Description	Brand	Product	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
28	Cracker, Graham, Bug Shaped, Single Serve: Bite-sized cinnamon grahams made with whole grain. Product must be Smart Snack Compliant and contribute 1oz grain equivalent per Child Nutrition Program Guidelines. 210ct/1oz/cs. Acceptable Product: Keebler 55644 or equal.	Keebler	Keebler 55644 or equal.	75	case	\$47.68	\$3,576.00	\$43.02	\$3,226.50
29	Crackers, Graham, Bunny Shaped, Honey Flavored: Product must be Smart Snack Compliant and contribute 1oz grain equivalent per Child Nutrition Program Guidelines. 100/1.25oz/cs. Acceptable Product: Annie's Bunny Grahams Honey 236 or equal.	Annie's	Annie's Bunny Grahams Honey 236 or equal.	245	case	\$32.35	\$7,925.75	\$30.23	\$7,406.35
30	Crackers, Graham, Bunny Shaped, Snack Mix: Bunny shaped crackers with honey, chocolate and chocolate chip pieces providing 16g of whole grain per serving. Product must be Smart Snack Compliant and contribute 1oz grain equivalent per Child Nutrition Program Guidelines. 100/1.25oz/cs. Acceptable Product: Annie's Bunny Grahams Honey 2375 or equal.	Annie's	Annie's Bunny Grahams Honey 2375 or equal.	10	case	\$32.35	\$323.50	\$30.23	\$302.30
31	Crackers, Saltine, Original: 2 per pkg, 500 ct/case. Acceptable Product: Premium 43768 or equal.	Premium	Premium 43768 or equal.	15	case	\$17.02	\$255.30	\$14.53	\$217.95
32	Crackers, Saltine, Whole Grain: Product should be Smart Snack Compliant and contribute .5oz Grain Equivalent per Child Nutrition Program Standards per pack. 500/.24oz/cs Acceptable Product: Nabisco Premium 192 or equal.	Nabisco	Nabisco/Premium 192 or equal	100	case	\$17.94	\$1,794.00	\$24.39	\$2,439.00
32 ALT1	Whole Grain Saltine Crackers	Back to Basics	37501,37901	1	1 oz.			\$29.63	
33	Cookies, Chocolate Chip, Whole Grain, Mini: Product must be Smart Snack Compliant and contribute 1oz grain equivalent per Child Nutrition Program Guidelines. 80/1.22 oz/cs. Acceptable Products: Frito Lay Grandma's Cookies 66154 or equal.	Frito-Lay	Grandma's Cookies 66154 or equal.	500	case	\$26.84	\$13,420.00	\$27.39	\$13,695.00

ARLINGTON INDEPENDENT SCHOOL DISTRICT
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All or None Award

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VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

34	Granola Bars, Chewy, Single-Serve: Whole grain bars with 25% less sugar, Product should be Smart Snack Compliant and contribute .5oz Grain Equivalent per Child Nutrition Program Standards. 12/8 ct/0.84oz/case. Assorted flavors. Acceptable Products: Quaker Chewy Granola Bars Choc. Chip 31182, Maple Brown Sugar 31441, Choc. Chunk 31186 or equal.	Quaker	Quaker 31182, 31441, 31186 or equal	20	case	\$25.58	\$511.60	\$27.30	\$546.00
34 ALT1	Granola Bars	Quaker	31441, 56587, 56586	20	case			\$25.73	
34 ALT1	Granola Bars, Chewy, Single-Serve: Whole grain bars with 25% less sugar, Product should be Smart Snack Compliant and contribute .5oz Grain Equivalent per Child Nutrition Program Standards. 12/8 ct/0.84oz/case. Assorted flavors. Acceptable Products: Quaker Chewy Granola Bars Choc. Chunk 31186	Quaker	31186	20	case	\$27.64			
35	Granola Bars: Chewy Granola Rice Krispies Bars. Whole grain-rich with 10g whole grain and 3g of dietary fiber. Product should be Smart Snack Compliant and contribute 1oz Grain Equivalent per Child Nutrition Program Standards. 96 ct/cs - 1.27oz each. Acceptable products: Kellogg's Rice Krispies Berry 54937, Apple Cinnamon 48396, and Chocolate 91612 or equal.	Kelloggs	kelloggs 54937, 48396, 91623 or equal	300	case	\$31.17	\$9,351.00	\$29.99	\$8,997.00
36	Oat Biscuit, Crisps: Crispy Biscuits/crackers made with Whole Grain Oats which provide 16g of whole grain. Product should be Smart Snack Compliant and contribute 1oz Grain Equivalent per Child Nutrition Program Standards. 3 biscuits/pack. 120/1.2oz/cs. Acceptable Products: Nature Valley, Choc Chip Crisps 48255, Cinnamon Crisps 48256 or equal.	Nature Valley	Nature Valley 48255, 48256 or equal.	40	case	\$38.00	\$1,520.00	\$35.57	\$1,422.80

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-53
Snack/Chips/Beverages for Full Service
Delivery

All or None Award

VENDOR:	CD Hartnett	The Masters Distribution Systems
VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

Item #	Description	Brand	Product	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
37	Oatmeal Bars: Made with 100% Whole Grain to provide 16g of whole grain. Product should be Smart Snack Compliant and contribute 1oz Grain Equivalent per Child Nutrition Program Standards. Assorted flavors. 144/1.24oz/cs. Acceptable Products: Betty Crocker Butterscotch Oatmeal Bar 45976-9, Chocolate Chip Oatmeal Bar 45977-6 & Double Chocolate Oatmeal Bar 45566-2 or equal.	Betty Crocker	Betty Crocker 45976-9, 45977-6, 45566-2 equal.	200	case	\$45.89	\$9,178.00	\$44.76	\$8,952.00
38	Party Mix, Single-Serve: Made with Whole Grain Chex Cereal pieces and other natural flavoring. Product should be Smart Snack Compliant and contribute 1oz Grain Equivalent per Child Nutrition Program Standards. 60 ct/0.92oz/case. Acceptable Product: Simply Chex Cheddar 319322, Strawberry 319377, Hot N Spicy 31934 or equal.	General Mills	General Mills 319322, 319377, 31934 or equal.	440	case	\$22.76	\$10,014.40	\$21.50	\$9,460.00
39	Popcorn, White Cheddar Cheese, Reduced Fat: Product must be Smart Snack Compliant. 72ct/.75oz/cs. Acceptable Product: Smart Food 25566 or equal.	Smart Food	Smart Food 25566 or equal.	25	case	\$23.56	\$589.00	\$23.03	\$575.75
40	Popcorn, Kettlecorn flavored: Product must be Smart Snack Compliant. 1 oz package, 48ct/cs. Acceptable Product: Popcorn Indiana 653 or equal.	Indiana PopCorn	Indiana Popcorn 653 or equal.	445	case	\$20.89	\$9,296.05	\$19.53	\$8,690.85
41	Pretzel Twists, Tiny, Baked: Product must be Smart Snack compliant and contribute 1oz Grain Equivalent per Child Nutrition Program Standards. 104/.70 oz/cs. Acceptable Product: Rold Gold 15940-1 or equal.	Rold Gold	Rold Gold 15940-1 or equal.	20	case	\$34.03	\$680.60	\$33.27	\$665.40
42	Snack, Onion Flavored, Baked, Whole Grain: Crunchy onion-flavored ring shaped snack. Product should be Smart Snack Compliant and contribute 1oz Grain Equivalent per Child Nutrition Program Standards. 104/.75oz/cs. Acceptable Product: Funyun's 66689 or equal.	Funyuns	Funyun's 66689 or equal.	700	case	\$34.03	\$23,821.00	\$33.27	\$23,289.00

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-53
Snack/Chips/Beverages for Full Service
Delivery

All or None Award

VENDOR:	CD Hartnett	The Masters Distribution Systems
VENDOR ID NUMBER:	1848000	5512
TERMS:	NET 30	NET 30
CATALOG DISCOUNT:	VARIES	VARIES
HUB:	NO	YES
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District

Item #	Description	Vendor	Product	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
43	Jerky, Snack, Low Sodium, Single Serve: Product must be Smart Snack Compliant and have zero grams trans fat, be low in Fat and low in sodium. 72/0.85oz/cs. Acceptable Products: Jack Links Jerky, Original 87651-2, Teriyaki 87649-9, Peppered 87650 or Original Chicken 87724-3 or equal.	Jack Links	Jack Links 87651-2, 87649-9, 87650, 87 or equal.	20	case	\$81.31	\$1,626.20	\$66.24	\$1,324.80
44	Granola Pouch: Individual Serving. Product must be Smart Snack Approved and contribute 1oz grain equivalent per Child Nutrition Program Guideline. Product must be Nut-free. 144ct/1oz/cs. Acceptable Product: Field Stone 9788 or equal	Field Stone	Field Stone 9788 or equal	100	case	\$35.35	\$3,535.00	\$69.50	\$6,950.00
45	Golden Raisins, Sour Flavor: One Serving contributes 1/2 Cup Fruit per Child nutrition Program Guidelines. 1.5oz/200/cs. Acceptable Product: Raisels Sours Fruit Splash 569-9, Lemon 528-6, Orange 5293, Watermelon 527-9, Chili Limon or equal.	Raisels	Raisels 569-9, 528-6, 529-3, 527-9 or equal.	50	case	\$73.90	\$3,695.00	\$87.50	\$4,375.00

AWARDED VENDOR

Estimated Award: \$1,500,000.00



TO: Cindy Powell
Chief Financial Officer

FROM: Tammy Craig
Purchasing Director

DATE: April 11, 2019

RE: RFP 19-54 – Fresh Bread for Full Service Delivery

Request for Proposal **19-54** is an annual contract for fresh bread and bread products for the District’s Child Nutrition Program. Deliveries are made directly to the schools. This contract is for the 2019-2020 school year and has the option to renew for two additional one-year periods.

It is recommended that Kurz & Co. be awarded the contract.

cc: Tony Drollinger
Executive Director of Finance

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-54

Fresh Bread for Full Service Delivery

All or None Award

VENDOR:	Bimbo Bakeries USA	Flowers Baking Co. of Denton, LLC	Kurz & Co.	Lux Bakery, Inc.
VENDOR ID NUMBER:	NOT SET UP	11801000	10279087	NOT SET UP
TERMS:	NET 30	NET 30	NET 30	1 % NET 15 DAYS
CATALOG DISCOUNT:	VARIES	VARIES	VARIES	0%
HUB:	NO	NO	NO	YES
RESIDENT VENDOR:	<input type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District

Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	BREAD, SANDWICH, WHOLE WHEAT	HEB	HEB 22101 or equal	49500	Pack	\$1.25	\$61,875.00	\$1.38	\$68,310.00	\$1.39	\$68,805.00		
2	BREAD, SANDWICH, TEXAS STYLE, WHOLE WHEAT	HEB	HEB 22105 or equal	9000	pack	No Bid		\$1.38	\$12,420.00	\$1.39	\$12,510.00		
3	BUNS, HAMBURGER, WHOLE GRAIN	Southwest	Southwest 304	64500	Pack	\$1.43	\$230,652.00	\$3.96	\$255,420.00	\$3.65	\$235,425.00	\$25.00	\$1,007,748.00
4	BUNS, HOT DOG, WHOLE GRAIN Made in USA	HEB	HEB 22330 or equal	950	pack	\$1.95	\$1,852.50	\$1.25	\$2,375.76	\$1.99	\$1,890.50		
5	BUNS, SUBMARINE, WHOLE GRAIN Made in USA	Ashcraft Europe	Ashcraft Europe	14300	pack	\$1.66	\$23,738.00	\$3.77	\$26,955.60	\$1.89	\$27,027.00	\$25.10	\$29,909.88
6	TORTILLA, WHEAT FLOUR 6": Made with 100% Whole Grain Flour	HEB	HEB 22530 or equal	13800	pack	No Bid		\$1.52	\$41,952.00	\$1.69	\$23,322.00		
7	TORTILLA, CORN 6": Made with 100% Whole Grain Flour	HEB	HEB 520 or equal	4000	pack	\$1.25	\$10,416.66	\$1.95	\$13,000.00	\$1.79	\$7,160.00		
8	TORTILLA, WHEAT FLOUR 9": Made with 100% Whole Grain Flour	HEB	HEB 22532 or equal	950	pack	No Bid		\$1.52	\$2,888.00	\$2.89	\$2,745.50		
9	ROLLS, DINNER, WHOLE GRAIN Made in USA	HEB	HEB 22350 or equal	100	pack	\$1.90	\$379.99	No Bid		\$3.99	\$399.00	\$31.50	\$3,150.00
10	CROISSANT, WHOLE WHEAT Made in USA	Ashcraft Europe	Ashcraft 353 or equal	100	pack	No Bid		No Bid		\$7.29	\$729.00		
11	BREAD, SANDWICH, WHOLE WHEAT	Kurz	2219 or equal	100	pack	No Bid		No Bid		\$3.69	\$369.00		

AWARDED VENDOR

Estimated Award: \$700,000.00



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

TO: Cindy Powell
Chief Financial Officer

FROM: Tammy Craig
Purchasing Director

DATE: April 11, 2019

RE: **RFP 19-55** Ice Cream

Request for Proposal **19-55** is for ice cream and frozen fruit for Food and Nutrition Services. This is an all-or-none award. This RFP has the option to renew for two additional one-year periods.

It is recommended that Klement Ice Cream be awarded the contract.

cc: Tony Drollinger
Executive Director of Finance

ARLINGTON INDEPENDENT SCHOOL DISTRICT
Effective Date: July 1, 2019 - June 30, 2020

RFP 19-55
Ice Cream for Full Service
Delivery

All or None Award

VENDOR:	Lone Star Ice Cream (SR & KD Enterprises Inc)	BlueBonnet DSD (BlueBonnet Ice Cream)	The Masters Distribution Systems	Klement Distribution, Inc	Yumi Ice Cream Co., Inc.
VENDOR ID NUMBER:	Vendor Not Set Up	Vendor Not Set Up	5512	10282126	Vendor Not Set Up
TERMS:		1% NET 10	NET 30	NET 30	
CATALOG DISCOUNT:	NONE	5%	VARIES	NONE	NONE
HUB:	NO	NO	YES	YES	NO
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District

Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Ice Cream Cup, Vanilla, Low Fat : 3 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31664 or equal.	Hershey's	Hershey's Ice Cre	600	case	\$8.01	\$4,806.00	\$8.40	\$5,040.00	\$8.89	\$5,334.00	\$17.00	\$10,200.00	No Bid	
2	Ice Cream Cup, Chocolate, Low Fat: 3 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31665 or equal.	Hershey's	Hershey's Ice Cre	660	case	\$8.01	\$5,286.60	\$8.40	\$5,544.00	\$8.89	\$5,867.40	\$17.00	\$11,220.00	No Bid	
3	Ice Cream Cup, Strawberry, Low Fat: 3 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31663 or equal.	Hershey's	Hershey's Ice Cre	520	case	\$8.01	\$4,165.20	\$8.40	\$4,368.00	\$8.89	\$4,622.80	\$17.00	\$8,840.00	No Bid	
4	Ice Cream Sandwich, Vanilla, Reduced Fat: Vanilla ice cream between two chocolate cookie wafers. 4 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31319 or equal	Hershey's	Hershey's Ice Cre	1055	case	\$10.23	\$10,792.65	\$8.64	\$9,115.20	\$8.99	\$9,484.45	\$12.10	\$12,765.50	\$36.48	\$38,486.40
5	Ice Cream Sandwich, Vanilla, Mini, Reduced Fat: Vanilla ice cream between two chocolate cookie wafers. 2.5 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31352 or equal.	Hershey's	Hershey's Ice Cre	990	case	No Bid		No Bid		No Bid		\$17.00	\$16,830.00	No Bid	
6	Ice Cream Sandwich, Mint, Reduced Fat: Minty ice cream between two chocolate cookie wafers. 2.5 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31354 or equal.	Hershey's	Hershey's Ice Cre	515	case	No Bid		No Bid		No Bid		\$12.10	\$6,231.50	No Bid	
7	Ice Cream Sandwich, Cookies & Cream, Reduced Fat: Low Fat cookies & cream ice cream between two chocolate cookie wafers. 4 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31355 or equal.	Hershey's	Hershey's Ice Cre	1300	case	\$8.66	\$11,258.00	No Bid		No Bid		\$12.10	\$15,730.00	No Bid	
8	Ice Cream Cone, Cookies and Cream: Low Fat Vanilla ice cream with cookie bits and mini cookie crunch. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31306 or equal.	Hershey's	Hershey's Ice Cre	2245	case	No Bid		\$10.56	\$23,707.20	\$11.26	\$25,278.70	\$13.16	\$29,544.20	\$28.32	\$63,578.40
9	Ice Cream Cone, Crazy: Low Fat Vanilla ice cream with blue and yellow twists. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31303 or equal.	Hershey's	Hershey's Ice Cre	1950	case	No Bid		No Bid		No Bid		\$13.16	\$25,662.00	No Bid	

VENDOR:	Lone Star Ice Cream (SR & KD Enterprises Inc)	BlueBonnet DSD (BlueBonnet Ice Cream)	The Masters Distribution Systems	Klement Distribution, Inc	Yumi Ice Cream Co., Inc.
VENDOR ID NUMBER:	Vendor Not Set Up	Vendor Not Set Up	5512	10282126	Vendor Not Set Up
TERMS:		1% NET 10	NET 30	NET 30	
CATALOG DISCOUNT:	NONE	5%	VARIES	NONE	NONE
HUB:	NO	NO	YES	YES	NO
RESIDENT VENDOR:	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input checked="" type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District	<input checked="" type="checkbox"/> Texas <input type="checkbox"/> District

10	Ice Cream Bar,Chocolate Fudge: 2.5 fluid ounce maximum. Must be Smart Snack compliant. Hershey's Fudge Bar 24682-31152 or equal	Hershey's	Hershey's Ice Cre	1065	case	\$8.79	\$9,361.35	\$6.48	\$6,901.20	\$7.75	\$8,253.75	\$13.38	\$14,249.70	\$9.12	\$9,712.80
11	Ice Cream Bar,Strawberry Scooter: 4 fluid ounce maximum. Must be Smart Snack compliant. Hershey's 24682-31166 or equal.	Hershey's	Hershey's Ice Cre	1540	case	\$9.80	\$15,092.00	\$8.40	\$12,936.00	\$8.99	\$13,844.60	\$14.53	\$22,376.20	\$56.16	\$86,486.40
12	Ice Cream Bar, Chocolate Scooter: 4 fluid ounce maximum. Must be Smart Snack compliant. Hershey's 24682-31165 or equal.	Hershey's	Hershey's Ice Cre	1475	case	\$9.80	\$14,455.00	\$8.40	\$12,390.00	\$8.99	\$13,260.25	\$14.53	\$21,431.75	\$56.16	\$82,836.00
13	Ice Cream Bar, Salted Caramel Brownie: Chewy chocolate center surrounded by no fat salty caramel flavored ice cream and cake crunch. 4 fluid ounce maximum. Must be Smart Snack compliant. Hershey's 24682-31167 or equal.	Hershey's	Hershey's 24682-	800	case	No Bid		No Bid		No Bid		\$14.53	\$11,624.00	No Bid	
14	Fruit Bar, Polar Blast: Frozen fruit juice bar. 2.25 fluid ounces. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31000 or equal.	Hershey's	Hershey's Ice Cre	1510	case	\$9.80	\$14,798.00	No Bid		No Bid		\$13.38	\$20,203.80	No Bid	
15	Ice Cream Cone, Chocolate and Vanilla Twist: Low Fat vanilla and chocolate ice cream with sprinkles. Must be Smart Snack compliant. Hershey's Ice Cream 24682-31307 or equal.	Hershey's	Hershey's Ice Cre	1000	case	No Bid		\$10.56	\$10,560.00	\$11.26	\$11,260.00	\$13.16	\$13,160.00	\$28.32	\$28,320.00
16	Fruit Juice Slushy Cup: Made with real fruit juice and contributes 1/2 cup Fruit per Child Nutrition Program Guidelines. Must be Smart Snack compliant. Hershey's Strawberry Mango 24682-31702, Cherry Blue Raspberry 24682-31700, and Lemon Orange 24682-31701 or equal.	Hershey's	Hershey's Ice Cre	800	case	No Bid		\$43.20	\$34,560.00	No Bid		\$30.65	\$24,520.00	No Bid	

AWARDED VENDOR

Estimated Award: \$300,000.00



TO: Cindy Powell
Chief Financial Officer

FROM: Tammy Craig Director
of Purchasing

DATE: April 11, 2019

RE: RFP **19-56** Temporary Labor for Food and Nutrition Services

Request for Proposal **19-56** is for temporary labor for Food and Nutrition Services. Each company submitted pricing for various areas of Food and Nutrition Services, such as cafeteria workers, warehouse employees and managers. The RFP specified that all hourly rates paid by the company to temporary employees for each position must be lower than the AISD beginning salary. The RFP is an all-or-none award for all positions. Temporary labor will be provided on as an as-needed basis only. This RFP has the option to renew for two additional one-year periods.

Vendors marked with an asterisk were not as specified due to salary requirements not meeting the criteria specified.

It is recommended that all vendors meeting specifications be approved.

cc: Tony Drollinger
Executive Director of Finance

Arlington Independent School District
RFP 19-56 Temporary Labor-Food and Nutrition Services
Effective Date: July 1, 2019 - June 30, 2020

1	Cafeteria Worker - Ability to read, write and comprehend instructions; ability to plan, coordinate and produce work in allotted time; ability to speak and understand English; computer literate; ability to handle money efficiently and perform routine mathematical calculations; and ability to effectively communicate with administrators, teachers and parents. Demonstrates positive interactions with students, following district and department guidelines. Must have a current Food Handler Card. Must practice good hygiene and proper food handling to prevent outbreak of food borne illness and contamination. Frequent verbal interaction with students, fellow employees, teachers and parents; must have a good rapport with students, staff, co-workers or parents. Cooperates with Manager to lead kitchen personnel in presenting planned promotions. Assure safety and sanitation policies and procedures are followed in kitchen. Must be able to take oral and written instruction from Manager and do work-related tasks that the Manager deems necessary. Assist in clean-up chores as assigned by Manager, which could include, but is not limited to - sweeping, mopping, trash duties, cleaning of vents and floor mats. Ability to use garbage disposals. Must be knowledgeable of basic food preparation and sanitation practices to ensure food safety. Applies the rules of safety and sanitation to ensure safe food handling, safety in work and reduction of accidents. Must be able to complete job in time allocated. Prepares food according to written standardized recipes and procedures. Garnishes all food items assigned for preparation. Carry containers of food or equipment weighing approximately twenty (20) pounds (unassisted) and forty (40) pounds assisted. Must be able to wash pots and pans, while bending over sink. Receiving and stocking food supplies, as assigned by Manager. Performs tasks in various locations where needed. Ability to operate automated Point-of-Sale cashier register units.										
						Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price			
	Supplier	QTY	UOM	Price	Extended	Supplier Notes					
	Increase Workforce Solutions, LLC	1	EA	\$12.78	\$12.78		\$9.00	\$3.78	\$12.78		
	Results Staffing	1	EA	\$12.96	\$12.96		\$9.00	\$3.96	\$12.96		
	Elliott Staffing Services, Inc.	1	EA	\$13.49	\$13.49		\$9.25	\$4.24	\$13.49		
	Luxor Staffing, Inc.	1	EA	\$13.00	\$13.00		\$10.00	\$3.00	\$13.00		
	Marathon Staffing Group, Inc	1	EA	\$13.85	\$13.85		\$10.00	\$3.85	\$13.85		
	Taylor Smith Consulting	1	EA	\$14.90	\$14.90		\$10.00	\$4.90	\$14.90		
	Intermountain Staffing - LCL Inc	1	EA	\$14.70	\$14.70	Pay rate X 40% Mark-up = Bill Rate	\$10.50	\$4.20	\$14.70		
	One Source Staffing Corporation	1	EA	\$14.70	\$14.70		\$10.50	\$4.20	\$14.70		
	One Elite Staffing (RD Adams Enterprises LLC)*	1	EA	\$11.00	\$11.00		\$11.00	\$5.72	\$16.72		
	22nd Century Technologies, Inc.*	1	EA	\$14.52	\$14.52		\$11.00	\$3.52	\$14.52		
Ad-A-Staff Inc.*	1	EA	\$14.74	\$14.74		\$11.00	\$3.74	\$14.74			
SE Scher Corp DBA Acrobat Outsourcing*	1	EA	\$17.25	\$17.25		\$11.50	\$5.75	\$17.25			
Search and Staff*	1	EA	\$20.00	\$20.00		\$10.00	\$10.00	\$20.00			
2	Warehouse Employee - Fills orders for frozen and product routes. Receives and stores product deliveries as assigned. Assists managers by filling pickup orders in a timely and courteous fashion. Assists regular route drivers as needed with deliveries. Cleans and organizes the warehouse(s). Other duties as assigned or requested.										
						Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price			
	Supplier	QTY	UOM	Price	Extended	Supplier Notes					
	Results Staffing	1	EA	\$12.42	\$12.42		\$9.00	\$3.42	\$12.42		
	Increase Workforce Solutions, LLC	1	EA	\$15.62	\$15.62		\$11.00	\$4.62	\$15.62		
	Elliott Staffing Services, Inc.	1	EA	\$16.02	\$16.02		\$11.00	\$5.02	\$16.02		
	Marathon Staffing Group, Inc	1	EA	\$15.93	\$15.93		\$11.50	\$4.43	\$15.93		
	SE Scher Corp DBA Acrobat Outsourcing	1	EA	\$17.25	\$17.25		\$11.50	\$5.75	\$17.25		
	Intermountain Staffing - LCL Inc	1	EA	\$16.80	\$16.80	Pay rate X 40% Mark-up = Bill Rate	\$12.00	\$4.80	\$16.80		
	One Source Staffing Corporation	1	EA	\$16.80	\$16.80		\$12.00	\$4.80	\$16.80		
	Taylor Smith Consulting	1	EA	\$17.88	\$17.88		\$12.00	\$5.88	\$17.88		
	Ad-A-Staff Inc.	1	EA	\$16.42	\$16.42		\$12.25	\$4.17	\$16.42		
	One Elite Staffing (RD Adams Enterprises LLC)	1	EA	\$14.00	\$14.00		\$14.00	\$7.28	\$21.28		
Luxor Staffing, Inc.	1	EA	\$17.78	\$17.78		\$14.00	\$3.78	\$17.78			
22nd Century Technologies, Inc.*	1	EA	\$19.40	\$19.40		\$14.70	\$4.70	\$19.40			
Search and Staff*	1	EA	\$22.00	\$22.00		\$12.00	\$10.00	\$22.00			

Arlington Independent School District
RFP 19-56 Temporary Labor-Food and Nutrition Services
Effective Date: July 1, 2019 - June 30, 2020

3	Warehouse Lead - Oversees the daily operation of the warehouse and warehouse personnel as directed by the Warehouse Coordinator. Receives goods and products from vendors, including accurately maintaining computer and written records of goods and products received into and shipped from the warehouse. Properly stores and maintains goods and products in the warehouse. Reorganizes freezers to insure proper rotation of goods and product using FIFO. Ensures accessibility of goods, products, and equipment within the warehouse. Ensures safe and efficient condition of warehouse and grounds. Provides Warehouse Staff and Drivers with the means to accomplish their tasks. Assists Managers by filling pickup orders in a timely and courteous manner. Maintains effective communications with FNS Warehouse and Office Personnel, Supervisors, Clerks and other persons and provides assistance as appropriate and as needed. Maintains awareness/records of the location and condition of goods, products, and equipment under the control of the FNS Warehouse. Schedules and implements pickup and delivery of school freezer and cooler inventory in a timely fashion as required. Monitors, processes time cards, attendance paperwork for Warehouse Staff and Drivers in a timely and accurate manner. Fills orders for frozen and produce routes as needed. Cleans and organizes the warehouse. Other duties as assigned or requested by the Warehouse Coordinator, Assistant Director or Director.								
		Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes			
	Results Staffing	1	EA	\$13.20	\$13.20		\$10.00	\$3.20	\$13.20
	Taylor Smith Consulting	1	EA	\$19.37	\$19.37		\$13.00	\$6.37	\$19.37
	SE Scher Corp DBA Acrobat Outsourcing	1	EA	\$19.50	\$19.50		\$13.00	\$6.50	\$19.50
	Marathon Staffing Group, Inc	1	EA	\$18.35	\$18.35		\$13.25	\$5.10	\$18.35
	Ad-A-Staff Inc.	1	EA	\$18.09	\$18.09		\$13.50	\$4.59	\$18.09
	Elliott Staffing Services, Inc.	1	EA	\$18.52	\$18.52		\$13.50	\$5.02	\$18.52
	Intermountain Staffing - LCL Inc	1	EA	\$19.60	\$19.60		\$14.00	\$5.60	\$19.60
	One Source Staffing Corporation	1	EA	\$19.60	\$19.60		\$14.00	\$5.60	\$19.60
	Increase Workforce Solutions, LLC	1	EA	\$19.88	\$19.88		\$14.00	\$5.88	\$19.88
	One Elite Staffing (RD Adams Enterprises LLC)	1	EA	\$14.50	\$14.50		\$14.50	\$7.54	\$22.04
Luxor Staffing, Inc.*	1	EA	\$20.00	\$20.00		\$16.00	\$4.00	\$20.00	
22nd Century Technologies, Inc.*	1	EA	\$22.44	\$22.44		\$17.00	\$5.44	\$22.44	
Search and Staff*	1	EA	\$23.00	\$23.00		\$13.00	\$10.00	\$23.00	
4	Secretary - Must have excellent communication, telephone and public relations skills. Must have above average computer and data entry skills. Mentally demanding; numerous activities happening simultaneously, time pressure and constraints. Receives incoming visitors, communications and channels to appropriate personnel. Prepares equipment/kitchen work orders from data submitted by phone; maintains work order files by campus. Ordering, distributes and maintains cafeteria supplies and forms for each school campus. Orders and receives office supplies, TMS and custodial supplies. Assists all Administrative Staff with projects as needed. Processes Free & Reduced Applications accurately.								
		Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes			
	Taylor Smith Consulting	1	EA	\$17.64	\$17.64		\$12.00	\$5.64	\$17.64
	Marathon Staffing Group, Inc	1	EA	\$17.60	\$17.60		\$12.75	\$4.85	\$17.60
	One Source Staffing Corporation	1	EA	\$18.20	\$18.20		\$13.00	\$5.20	\$18.20
	Increase Workforce Solutions, LLC	1	EA	\$18.46	\$18.46		\$13.00	\$5.46	\$18.46
	Elliott Staffing Services, Inc.	1	EA	\$17.99	\$17.99		\$13.75	\$4.24	\$17.99
	Ad-A-Staff Inc.	1	EA	\$18.76	\$18.76		\$14.00	\$4.76	\$18.76
	Intermountain Staffing - LCL Inc	1	EA	\$20.30	\$20.30	Pay rate X 40% Mark-up = Bill Rate	\$14.50	\$5.80	\$20.30
	Luxor Staffing, Inc.	1	EA	\$18.75	\$18.75		\$15.00	\$3.75	\$18.75
	One Elite Staffing (RD Adams Enterprises LLC)	1	EA	\$16.00	\$16.00		\$16.00	\$8.32	\$24.32
	Search and Staff*	1	EA	\$25.00	\$25.00		\$15.00	\$10.00	\$25.00
22nd Century Technologies, Inc.*	1	EA	\$21.23	\$21.23		\$16.08	\$5.15	\$21.23	
Results Staffing*	1	EA	No Bid						
SE Scher Corp DBA Acrobat Outsourcing*	1	EA	No Bid						

**Arlington Independent School District
RFP 19-56 Temporary Labor-Food and Nutrition Services
Effective Date: July 1, 2019 - June 30, 2020**

5	Clerical Manager - Food Service - Supervises employees with large volume of incoming mail. Monitors initial free and reduced application process for incoming mail and directs incomplete applications to necessary stations. Must have excellent communication, telephone and public relation skills. Must have above average computer skills and data entry. Environment involves lots of interruptions from staff and/or public. Files, types and copies a variety of reports and documents as needed					Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price	
	Supplier	QTY	UOM	Price	Extended	Supplier Notes			
	Taylor Smith Consulting	1	EA	\$20.58	\$20.58		\$14.00	6.58	\$20.58
	Marathon Staffing Group, Inc	1	EA	\$20.01	\$20.01		\$14.50	\$5.51	\$20.01
	Increase Workforce Solutions, LLC	1	EA	\$20.59	\$20.59		\$14.50	\$6.09	\$20.59
	One Source Staffing Corporation	1	EA	\$21.00	\$21.00		\$15.00	\$6.00	\$21.00
	Ad-A-Staff Inc.	1	EA	\$20.77	\$20.77		\$15.50	\$5.27	\$20.77
	Luxor Staffing, Inc.	1	EA	\$20.00	\$20.00		\$16.00	\$4.00	\$20.00
	Elliott Staffing Services, Inc.	1	EA	\$20.24	\$20.24		\$16.00	\$4.24	\$20.24
	Intermountain Staffing - LCL Inc	1	EA	\$23.10	\$23.10	Pay rate X 40% Mark-up = Bill Rate	\$16.50	\$6.60	\$23.10
	One Elite Staffing (RD Adams Enterprises LLC)	1	EA	\$17.00	\$17.00		\$17.00	\$8.84	\$25.84
	Search and Staff*	1	EA	\$26.00	\$26.00		\$16.00	\$10.00	\$26.00
	22nd Century Technologies, Inc.*	1	EA	\$23.26	\$23.26		\$17.36	\$5.90	\$23.26
Results Staffing*	1	EA	No Bid						
SE Scher Corp DBA Acrobat Outsourcing*	1	EA	No Bid						
6	Clerical Employee - Must have excellent communication, telephone and public relation skills. Must have above average computer and data entry skills. Must be able to function well in an environment of interruptions from staff and/or public. Files, types and copies a variety of reports and documents.					Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price	
	Supplier	QTY	UOM	Price	Extended	Supplier Notes			
	Taylor Smith Consulting	1	EA	\$14.70	\$14.70		\$10.00	\$0.47	\$14.70
	Increase Workforce Solutions, LLC	1	EA	\$15.62	\$15.62		\$11.00	\$4.62	\$15.62
	Elliott Staffing Services, Inc.	1	EA	\$15.54	\$15.54		\$11.30	\$4.24	\$15.54
	Marathon Staffing Group, Inc	1	EA	\$15.87	\$15.87		\$11.50	\$4.37	\$15.87
	One Source Staffing Corporation	1	EA	\$16.80	\$16.80		\$12.00	\$4.80	\$16.80
	Ad-A-Staff Inc.	1	EA	\$16.75	\$16.75		\$12.50	\$4.25	\$16.75
	Luxor Staffing, Inc.	1	EA	\$16.51	\$16.51		\$13.00	\$3.51	\$16.51
	Intermountain Staffing - LCL Inc	1	EA	\$18.20	\$18.20	Pay rate X 40% Mark-up = Bill Rate	\$13.00	\$5.20	\$18.20
	One Elite Staffing (RD Adams Enterprises LLC)	1	EA	\$13.50	\$13.50		\$13.50	\$7.02	\$20.52
	22nd Century Technologies, Inc.*	1	EA	\$18.19	\$18.19		\$13.78	\$4.41	\$18.19
	Search and Staff*	1	EA	\$22.00	\$22.00		\$12.00	\$10.00	\$22.00
Results Staffing*	1	EA	No Bid						
SE Scher Corp DBA Acrobat Outsourcing*	1	EA	No Bid						

Arlington Independent School District
RFP 19-56 Temporary Labor-Food and Nutrition Services
Effective Date: July 1, 2019 - June 30, 2020

7	Office Courier- Food Service - Must have a valid state of Texas driver's license in good standing. Must have transportation to drive between AISD schools and locations. Have ability to lift up to thirty (30) pounds unassisted or forty (40) pounds with assistance. Must be courteous and friendly with excellent communication skills. Responsible for transporting mail and/or documents for AISD Food Service. Must have ability to follow instructions accurately and work in a fast and timely manner.						Temporary Employee Salary Per Hour	Temporary Agency Up-Charge	Total Price
	Supplier	QTY	UOM	Price	Extended	Supplier Notes			
	One Source Staffing Corporation	1	EA	\$16.80	\$16.80		\$12.00	\$4.80	\$16.80
	Increase Workforce Solutions, LLC	1	EA	\$17.04	\$17.04		\$12.00	\$5.04	\$17.04
	Taylor Smith Consulting	1	EA	\$17.64	\$17.64		\$12.00	\$5.64	\$17.64
	One Elite Staffing (RD Adams Enterprises LLC)	1	EA	\$12.50	\$12.50		\$12.50	\$6.50	\$19.00
	Ad-A-Staff Inc.	1	EA	\$17.42	\$17.42		\$13.00	\$4.42	\$17.42
	Marathon Staffing Group, Inc	1	EA	\$18.20	\$18.20		\$13.00	\$5.20	\$18.20
	22nd Century Technologies, Inc.	1	EA	\$18.48	\$18.48		\$14.00	\$4.48	\$18.48
	Search and Staff*	1	EA	\$20.00	\$20.00		\$10.00	\$10.00	\$20.00
	Luxor Staffing, Inc.*	1	EA	No Bid					
	Elliott Staffing Services, Inc.*	1	EA	No Bid					
	Results Staffing*	1	EA	No Bid					
	Intermountain Staffing - LCL Inc*	1	EA	No Bid					
	SE Scher Corp DBA Acrobat Outsourcing*	1	EA	No Bid					

* Does not meet specifications

AWARDED VENDOR

ESTIMATED TOTAL: \$1,100,000.00

Arlington Independent School District Board of Trustees Communication

Meeting Date: April 25, 2019 Subject: Purchases Greater Than \$50,000 Exempt from Bid	Consent Item
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Purpose:

To provide the Board of Trustees the opportunity to review the purchase of goods and services greater than \$50,000 exempt from bidding prior to final Board approval.


Background:

Board policy CH Local reads “any such purchases that cost \$50,000 or more in the aggregate over a one-year period of time shall require Board approval before a transaction may take place.” Listed below are the purchases over \$50,000 exempt from bidding that now require Board approval:

- 19-04-11-001 AISD Learning Framework – Teaching and Executive Training & Coaching
- 19-04-11-002 Colored Paper & Card Stock for Warehouse Inventory
- 19-04-11-003 Annual Financial Audit
- 19-04-11-004 Cleaning Supplies for Food & Nutrition Services
- 19-04-11-005 Ice Cream & Frozen Fruit – Food & Nutrition Services
- 19-04-25-006 Temporary Labor – Food & Nutrition Services
- 19-04-25-007 Grounds Maintenance Equipment & Irrigation Parts, Supplies & Installation
- 19-04-25-008 Environmental Consulting Services for Asbestos Abatement & Mold Remediation
- 19-04-25-009 Engineering & Consulting Services – 2014 Bond
- 19-04-25-010 Engineering & Consulting Services / District Assessments - 2014 Bond
- 19-04-25-011 White Fleet Vehicles

Recommendation:

The Administration recommends approval of the purchases greater than \$50,000 exempt from bid.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Tammy Craig Date: 04/16/2019
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Arlington Independent School District
Purchases Greater than \$50,000 Exempt from Bid
Date: April 25, 2019

Control No.	AISD Department	Vendor Name	Goods or Services	Estimated Amount	Purchase Method
19-04-11-001	Teaching & Learning	Engage2Learn (V#10280102)	AISD Learning Framework - Teacher Training, Executive Training & Coaching	\$ 778,950.00	EPCNT Interlocal Agreement
19-04-11-002	All Departments	Olmsted-Kirk (V#4685000)	Colored Paper & Cardstock for Warehouse Inventory	\$ 91,000.00	Buyboard
19-04-11-003	Finance	Whitely Penn (V#10277858)	Annual Financial Audit	\$ 104,800.00	Professional Services
19-04-11-004	Food & Nutrition Services	Multiple Vendors	Cleaning Supplies for Food & Nutrition Services (3rd and Final year of Contract)	\$ 135,000.00	RFP 17-61 Extension
19-04-11-005	Food & Nutrition Services	Klement Distribution	Ice Cream and Frozen Fruit for the completion of the 2018-2019 school year	\$ 75,000.00	RFP 16-59 Extension
19-04-25-006	Food & Nutrition Services	Multiple Vendors	Temporary Labor - Food & Nutrition Services for the completion of the 2018-2019 school year	\$ 250,000.00	RFP 19-09 Extension
19-04-25-007	Plant Services	Multiple Vendors	Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation	\$ 162,000.00	Buyboard
19-04-25-008	Plant Services	EFI Global, Inc. (V#10277683)	Environmental Consulting Services for Asbestos Abatement & Mold Remediation	\$ 400,000.00	Professional Services
19-04-25-009	Plant Services	Estes McClure & Associates (V#5663)	Engineering & Consulting Services for the 2014 Bond Program	\$ 600,000.00	Professional Services
19-04-25-010	Plant Services	Glenn Engineering (V#10281897)	Engineering & Consulting Services for the 2014 Bond Program and District Assessments	\$ 600,000.00	Professional Services
19-04-25-011	Transportation	Multiple Vendors	White Fleet Vehicles	\$ 289,030.00	Buyboard /Tarrant County Co-op / State of Texas Contract

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

Meeting Date: 04/25/2019	Consent Item
Subject: Fund 497, AISD Education Foundation Grant	

Purpose:

Establish the 2019-20 special revenue budget for the Arlington ISD Education Foundation (Education Foundation) grant. The increase to revenues and expenditures each total \$100,941. The grant period covers April 1, 2019 – May 31, 2020.

Background:

Each year educators at all campuses can apply for grants from the Education Foundation to fund various innovative projects and activities. The Education Foundation reviews and evaluates all grant applications and determines which applications will be funded for the year. Grant awards are capped at a maximum amount of \$10,000. Currently the Education Foundation accepts grant applications once a year. Grant recipients have until May 31, 2020 to expend their funds and to show measurable impact from their award.


The Education Foundation awarded a total of 22 Impact Grants in February 2019 to 19 different campuses for a total award amount of \$100,941.

Budget Summary:

Supplies and Materials	100,941
Total	\$100,941

Recommendation:

Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Mandy Mew Date: 04/01/2019
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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: 04/25/2019

Consent Item

Subject: Fund 497, AISD Education Foundation Grant – (GM Grant)

Purpose:

Establish the 2019-20 special revenue budget for the AISD Education Foundation (Education Foundation) – General Motors (GM) Pass-through grant. The increase to revenues and expenditures each total \$117,500. The grant period covers April 1, 2019 – May 31, 2020.

Background:

GM donated funds to the Education Foundation for the purpose of awarding grants to AISD schools to support various innovative STEM projects and activities. Under the partnership, the Education Foundation is responsible for reviewing and evaluating all grant applications to determine which projects would be funded.

The Education Foundation awarded GM Grants in February 2019 to the Martin High Stem Academy (\$107,500) and to the Roark Elementary Knowmadix Project (\$10,000). Grant recipients have until May 31, 2020, to expend their funds and to show measurable impact from their award.


The grant funds will be used for extra duty pay for conference planning; contracted services for student certifications and competitions, and for professional development and student leadership conferences; materials and supplies to complete projects; and student travel to attend competitions for robotics and solar cars.

Budget Summary:

Payroll Costs	\$852
Contracted Services	\$33,450
Supplies and Materials	\$69,240
Other Operating Expenses	<u>\$13,958</u>
Total	\$117,500

Recommendation:

Administration recommends approval.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p>
	<p>Prepared by: Mandy Mew</p>
	<p>Date: 04/01/2019</p>

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

Meeting Date: April 25, 2019

Consent Item

Subject: Budget Change – 2018-19 Interim Budget Amendment

Purpose:


To amend the 2018-2019 budget for the General Fund and Construction Fund to reflect changes identified since the adoption of the budget in June 2018.

Background:

The 2018-2019 budget was developed using the most current information and projections available at the time the budget was established. Since the budget was adopted in June 2018 several changes and events have occurred that impact the budget.

Recommendation:

Administration recommends approval of the amended budget for the General Fund and Construction Fund.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Mandy Mew
	Date: April 3, 2019

Arlington Independent School District
2018-2019 Budget Amendment
General Operating Fund

	2018-2019 Current Budget as of Feb 28, 2019	Proposed Budget Amendment	Proposed Amended Budget
Revenues			
5700 Local & Intermediate Revenue	\$ 285,776,637	\$ 7,000,000	\$ 292,776,637
5800 State Program Revenue	197,858,771	11,000,000	208,858,771
5900 Federal Program Revenue	8,255,000	2,000,000	10,255,000
Total Revenues	491,890,408	20,000,000	511,890,408
Other Resources			
	-	-	-
Total Revenues and Other Resources	491,890,408	20,000,000	511,890,408
Expenditures			
Function			
11 Instruction	324,342,346	78,555	324,420,901
12 Instructional Resources & Media Services	6,548,244	29,116	6,577,360
13 Curriculum & Staff Development	7,349,704	-	7,349,704
21 Instructional Administration	9,494,052	-	9,494,052
23 School Administration	31,638,185	-	31,638,185
31 Guidance & Counseling	30,404,216	-	30,404,216
32 Attendance & Social Work Service	2,310,156	-	2,310,156
33 Health Services	6,805,407	-	6,805,407
34 Pupil Transportation	14,903,243	-	14,903,243
35 Food Service	-	-	-
36 Extracurricular Activities	10,465,122	-	10,465,122
41 General Administration	10,483,977	439,525	10,923,502
51 Plant Maintenance & Operations	51,491,438	1,918,484	53,409,922
52 Security	8,137,807	164,162	8,301,969
53 Computer Processing	11,144,301	-	11,144,301
61 Community Services	503,603	-	503,603
71 Debt Service	589,164	-	589,164
81 Facility Acquisition & Construction	559,123	-	559,123
95 Student Tuition Non-public Schools	90,000	-	90,000
97 Payments to TIF	2,571,393	-	2,571,393
99 Other Intergovernmental Charges	2,230,532	-	2,230,532
Total Expenditures	532,062,013	2,629,842	534,691,855
Other Uses			
	9,200,000	952,210	10,152,210
Total Expenditures and Other Uses	541,262,013	3,582,052	544,844,065
Budgeted Surplus/(Deficit)	(49,371,605)	16,417,948	(32,953,657)
Beginning Fund Balance	201,892,152		201,892,152
Projected Ending Fund Balance	152,520,547		168,938,495

Arlington Independent School District
2018-2019 Budget Amendment
General Operating Fund

Function/ Obj Category	Function/Obj Category Description	Amendment	Amendment Amount
5700	Local & Intermediate Revenue	Increase in current year tax revenue based on certified property values that were higher than the estimated values used in the adopted budget and actual collection trends.	\$ 6,000,000
		Increase investment earnings due to cash balances available for investment and increasing market rates.	1,000,000
		Total 5700 Amendments	7,000,000
5800	State Program Revenue	State aid is higher than budgeted due to the following: prior year comptroller values were less than anticipated, attendance and special program participation is higher than projected for original budget, and property values are higher than originally projected.	11,000,000
		Total 5800 Amendments	11,000,000
5900	Federal Program Revenue	Increase SHARS revenue based on actual services provided to Medicaid eligible students.	2,000,000
		Total 5900 Amendments	2,000,000
Total Revenues and Other Resources Amendments			20,000,000
11	Instruction	ACA Audit Adjustment	51,180
		Start-up supplies for Pearcy STEM Academy - Project Lead The Way Launch supplies and STEMscopes: DIVE-in Engineering for grades 3-5	27,375
		Total Function 11 Amendments	78,555
12	Instructional Resources & Media Services	Wimbish World Language Academy - School Library Addition (French and Spanish PK - 3rd grade)	15,000
		Gale eBooks for Social Emotional Learning access for elementary schools for student, parents and staff	14,116
		Total Function 23 Amendments	29,116
41	General Administration	Facility master planning work for 2019 bond package and for survey work for the potential TRE and bond election	144,000
		Contract for drafting, communicating and coordinating advocacy for a bill to permit AISD to exit TRS Active Care	75,000
		Construction project audits	59,430
		Advertising/Marketing campaigns	75,000
		Personnel lift/WAVE for safely moving boxes in main Records Management Warehouse.	11,095
		Equipment for AISD-TV	75,000
		Total Function 41 Amendments	439,525

Arlington Independent School District
2018-2019 Budget Amendment
General Operating Fund

Function/ Obj Category	Function/Obj Category Description	Amendment	Amendment Amount
51	Plant Maintenance and Operations	Repair water damage at Bowie High School	249,052
		Foundation work and CMU repair at facilities laundry building	17,725
		Demolish and replace brick wall at Martin High School	75,980
		District-wide roof assessment for all facilities	401,334
		Facilities assessment - engineering	379,500
		Facilities assessment - architects	100,300
		Facilities assessment - food service	39,500
		Water meter controllers for irrigation system (consumption/billing management)	102,674
		Move budget for 2 trucks for Grounds Department that have been ordered but will not be received by June 30, 2019 due to manufacturing delays (Budget transferred to 699-Local Construction/Capital)	(85,210)
		1 gooseneck trailer for Grounds Department for hauling equipment	11,500
		Electric powered forklift for Warehouse	35,093
		Riso FW-5231 Ink Jet Printer for Image Processing	17,704
		Replace cafeteria tables at Jones Academy and Barnett Junior High School	100,000
		Pearcy STEM Academy furniture	134,810
		Crow Leadership Academy furniture	83,360
		Wimbish World Language Academy furniture	45,000
		Increases for unanticipated contracted maintenance and repair for Plumbing, including inspection fees related to grease traps being replaced in the bond program, re-piping of kitchen supply lines at 12 campuses, and restroom plumbing repairs at Wood Elementary	71,412
		Increases for unanticipated contracted maintenance and repair for HVAC, including condenser replacement at Workman Junior High due to storm damage and air handler unit replacement at Dunn Elementary	88,750
		Replace grease trap	50,000
52	Security	Off duty police officers at Ferguson, Boles, and Gunn Junior High Schools. To be staffed with SROs beginning in February, 2019.	100,000
		Aiphone intercom system at Gunn, Shackelford, and Young Junior High Schools.	14,162
		Add Zonar to security vehicles	30,000
		4 new metal detectors	20,000

Arlington Independent School District
 2018-2019 Budget Amendment
 General Operating Fund

Function/ Obj Category	Function/Obj Category Description	Amendment	Amendment Amount
8000	Other Uses	Transfer budget for 3 trucks for Grounds Department from General Fund Budget to Local Construction Fund Budget for trucks that have been ordered but will not be received by June 30, 2019 due to manufacturing delays	130,210
		Pearcy STEM Academy marquee - remove current letter-box marquee and replace with digital marquee that will be completed after June 30, 2019	40,000
		Transfer of excess fund balance for transportation and Warehouse roof repairs	400,000
		Transfer of excess fund balance to purchase land at 1918 N. Davis	382,000
		Total Other Uses Amendments	952,210
Total Expenditures and Other Uses Amendments			3,582,052

Arlington Independent School District
2018-2019 Budget Amendment
Construction Fund

		2018-2019 Current Budget as of Feb 28, 2019	Proposed Budget Amendment	Proposed Amended Budget
Revenues				
5700	Local & Intermediate Revenue	\$ 4,400,000	\$ -	\$ 4,400,000
5800	State Program Revenue	-	-	-
5900	Federal Program Revenue	-	-	-
	Total Revenues	4,400,000	-	4,400,000
Other Resources		45,122,278	952,210	46,074,488
	Total Revenues and Other Resources	49,522,278	952,210	50,474,488
Expenditures				
<u>Function</u>				
11	Instruction	13,765,918	-	13,765,918
12	Instructional Resources & Media Services	-	-	-
13	Curriculum & Staff Development	19,638	-	19,638
21	Instructional Administration	-	-	-
23	School Administration	-	-	-
31	Guidance & Counseling	-	-	-
32	Attendance & Social Work Service	-	-	-
33	Health Services	-	-	-
34	Pupil Transportation	6,182,184	-	6,182,184
35	Food Service	-	-	-
36	Extracurricular Activities	2,262,721	-	2,262,721
41	General Administration	35,000	-	35,000
51	Plant Maintenance & Operations	162,779,300	(31,418,277)	131,361,023
52	Security	298,396	-	298,396
53	Computer Processing	11,654,715	-	11,654,715
61	Community Services	-	-	-
71	Debt Service	321,891	-	321,891
81	Facility Acquisition & Construction	100,228,155	(7,528,709)	92,699,446
95	Student Tuition Non-public Schools	-	-	-
97	Payments to TIF	-	-	-
99	Other Intergovernmental Charges	-	-	-
	Total Expenditures	297,547,918	(38,946,986)	258,600,932
Other Uses		-	-	-
	Total Expenditures and Other Uses	297,547,918	(38,946,986)	258,600,932
	Budgeted Surplus/(Deficit)	(248,025,640)	39,899,196	(208,126,444)
	Beginning Fund Balance	221,692,753		221,692,753
	Projected Ending Fund Balance	(26,332,887)		13,566,309

Arlington Independent School District
2018-2019 Budget Amendment
Construction Fund

Function/ Obj Category	Function/Obj Category Description	Amendment	Amendment Amount
7000	Other Resources	Transfer budget for 3 trucks for Grounds Department from General Fund Budget to Local Construction Fund Budget for trucks that have been ordered but will not be received by June 30, 2019 due to manufacturing delays	\$ 130,210
		Pearcy STEM Academy marquee - remove current letter-box marquee and replace with digital marquee that will be completed after June 30, 2019	40,000
		Transfer of excess fund balance for transportation and Warehouse roof repairs	400,000
		Transfer of excess fund balance to purchase land at 1918 N. Davis	382,000
		Total 7000 Amendments	952,210

Total Revenues and Other Resources Amendments 952,210

51	Plant Maintenance & Operations	Reduce 18-19 budget based on actual 17-18 year end expenditures	(25,115,760)
		Reduce 18-19 budget based on projected final expenditures	(6,872,727)
		3 trucks for Grounds Department that have been ordered but will not be received by June 30, 2019 due to manufacturing delays (Budget transferred from General Fund)	130,210
		Pearcy STEM Academy marquee - remove current letter-box marquee and replace with digital marquee	40,000
		Roof repairs at Transportation and Warehouse facilities	400,000
		Total Function 51 Amendments	(31,418,277)

81	Facility Acquisition & Construction	Reduce 18-19 budget based on actual 17-18 year end expenditures	(2,133,171)
		Reduce 18-19 budget based on projected final expenditures	(5,777,538)
		Purchase of land at 1918 North Davis	382,000
		Total Function 81 Amendments	(7,528,709)

Total Expenditures and Other Uses Amendments (38,946,986)

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

Called Meeting

March 4, 2019
7:00 p.m.

Members Present: Dr. Aaron D. Reich, John Hibbs, Kecia Mays, Polly Walton, Melody Fowler, Justin Chapa, Bowie Hogg

Members Absent: None

Media Present: None

CALL TO ORDER: Conference Room B

President Reich called the open meeting work session to order at 6:07 p.m. The meeting was held at the Administration Building, 1203 West Pioneer Parkway, Arlington, Texas in Conference Room B. During this meeting Board Members may discuss and ask AISD staff questions concerning any of the subjects listed in the Notice/Agenda under the headings of Program and/or Presentation, Appointments, Public Hearing, Action Items, Consent Items and Discussion Items.

President Reich adjourned the meeting at 6:09 p.m. to move to the Board Room.

President Reich called the meeting to order in the Board Room at 6:13 p.m. with seven trustees present.

CLOSED MEETING: Board Conference Room

President Reich adjourned to closed meeting at 6:13 p.m. pursuant to Sections 551.071 through 551.074, Section 551.076, and Sections 551.082 through 551.084 of the Texas Government Code in accordance with the Texas Open Meetings Act for the purposes stated on the agenda.

1. Consider an Easement and Right-of-Way for a 4,154 square foot (0.095 acre) tract of land situated in the John M. Henderson Survey Abstract No. 696, in the City of Arlington, Tarrant County, Texas, and being a portion of Tract E, Block 6, PARKWAY CENTRAL ADDITION, as recorded in Volume 388-53, Page 96, Plat Records, Tarrant County

RECONVENE INTO OPEN SESSION: Board Room

President Reich convened the Board into the open meeting at 7:03 p.m. with seven trustees in attendance.

OPENING CEREMONY:

Kecia Mays led the audience in the Pledge of Allegiance. Dr. Reich called for a moment of silence.

APPOINTMENTS:

Superintendent Cavazos recommended that the Board appoint the individual(s) discussed in closed session for assistant principal for Patrick Elementary and assistant principal for Rankin Elementary.

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

Voting For: 7
Voting Against: 0

Dr. Cavazos introduced:

Ms. Alicia Young as a new assistant principal for Patrick Elementary. Ms. Young was previously teaching at Sherrod Elementary.

Ms. Sylvia Ledesma as a new assistant principal for Rankin Elementary. Ms. Ledesma was previously teaching at John Elementary.

President Reich adjourned the meeting at 7:12 p.m. to give the audience time to congratulate the new administrative appointees.

The meeting was reconvened at 7:25 p.m. with seven trustees in attendance.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: None

ACTION:

- A. Consider the Certification of Unopposed Candidates and the Order of Cancellation for the Election Scheduled to be Held on May 4, 2019

Motion by John Hibbs, second by Polly Walton, to accept the Certification of Unopposed Candidates, and as part of this motion: that copies of this order be posted on Election Day at each polling place that would have been used had the election not been cancelled, and; approve the order declaring the election scheduled for May 4, 2019 cancelled, and; that the unopposed candidates hereby be elected, and; that the unopposed elected candidates be sworn in following the official period for canvassing the May 4, 2019 election.

Voting For: 7
Voting Against: 0

Trustee Chapa requested that the minutes reflect that his vote in favor of cancelling the election was as to the Place 4 Seat, and that he abstained with respect to the Place 5 seat.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Consider an Easement and Right-of-Way for a 4,154 square foot (0.095 acre) tract of land situated in the John M. Henderson Survey Abstract No. 696, in the City of Arlington, Tarrant County, Texas, and being a portion of Tract E, Block 6, PARKWAY CENTRAL ADDITION, as recorded in Volume 388-53, Page 96, Plat Records, Tarrant County
- B. Consider Additional Texas Teacher Evaluation and Support System (T-TESS) Appraiser

Motion by John Hibbs, second by Polly Walton, to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

DISCUSSION:

- A. Long-Range Financial Planning for Capital Needs and General Operating Budget

Chief Financial Officer Cindy Powell reported that the financial priorities of AISD include implementing the strategic plan, maintaining a healthy fund balance in the general fund, balancing the general fund budget, providing competitive compensation, addressing capital needs and tax rate stability. She shared that the capital needs review may lead to the Board calling a bond election and the general operating budget review may lead to the Board calling a tax ratification election (TRE). Mrs. Powell shared an overview of the identified capital needs through 2025, previously shared with the Board in October totaling \$1,202,683,355 (facilities; fine arts; safety, security and technology; transportation). The Capital Needs Steering Committee, appointed by the Board, is in the process of recommending prioritized facility and identified capital needs.

Board members asked questions regarding the safety portion of the capital needs assessment, the technology grant portion, and the transportation support level. Mr. Hogg asked that staff take a deep-dive look into the transportation connection to attendance, as well as the transportation on-time rate for fine arts and athletic events.

Capital Needs Steering Committee Co-Chairs Jeannie Deakyne and Gara Hill, noted that the committee has thirty-seven individuals with diverse perspectives representing the community, parents, staff and students are sharing invaluable input. They participated in two steering committee meetings, subcommittee meetings and assisted with small group communication during the community dialogue meetings. The committee is there to benefit all students and have heard from many community stakeholders. The co-chairs participated in day two of the options development meeting. They noted that they reviewed a well thought out assessment, not just a wish list, looking for ways to address as much as possible and prepare a responsible recommendation. Through surveys and meetings, the district is facilitating opportunities for all stakeholders to have a voice in the process.

Board members thanked the co-chairs for their work and expressed their faith in the proposal as it is developed.

Mr. Ray Turco, Raymond Turco & Associates, shared an overview of the methodology and respondent profile for the bond survey and the online employee survey. Overall, 57% of voters are satisfied with the quality of education and 68% of employees are satisfied with the quality of education. Mr. Turco shared a summary of the support for a bond election for facility maintenance, life cycle improvements, construction and renovation; and safety, security and technology. Renovations and improvements for all schools impacting every student received the highest support, followed by support for the construction of a new junior high school to replace Carter Junior High School. Mr. Turco also summarized the survey responses related to an election to raise the tax rate. Support for raising the tax rate was 61% for voters and 61% for employees.

Board members asked questions regarding the procedures used for surveys, effects on surveys for employees that do not live in the district, make-up of the lists for phone calls, the length of the survey, and bond passage success rates.

David Sturtz, Cooperative Strategies, shared an overview of the priorities shared by respondents on their online questionnaire used in developing the facilities master plan. The options development considerations included strategic plan alignment, a return on investment/impact on student achievement, community input, interdependence and solving a persistent problem, internal capacity, legislative actions, tax rate impact, and sustainability. Mr. Sturtz provided a draft of the priority options for elementary schools, junior high schools, high schools, athletics, and district-level support. The highest priority for elementary schools was for full-day prekindergarten improvements; for junior high schools was fine arts/dual language academy; and for high schools was improved access to career technology education. Condition and life cycle improvements needed at all facilities include restroom renovations, kitchen renovations, accessibility improvements, and energy management control improvements.

Board members asked questions regarding supportive and non-supportive responses, junior high fabrication labs, programs provided and enrollment balance at high schools, a proposed parent welcome center, enrollment migration between Sam Houston High School and Bowie High School, and development of priorities and cost analysis. It was noted that questions regarding athletic facilities needed clarifying; sharing the intent to improve existing fields and consider an option to build an additional field of like size.

Mrs. Powell shared an overview of the budget preparation timeline, the alignment with legislative decisions and the budget forecast deficit. The financial efficiency initiatives noted since 2014 include: consolidations of eight campuses into four; adjustment to high school staffing resulting from opening the career and technical center; staffing tightly to enrollment projections; class size waiver considerations where appropriate; enrollment management steps; energy conservation and electricity supply contracts; maintenance benchmark studies; low-interest energy retrofit loans from the State Energy Conservation Office; addition of activity buses; equipment/vehicle upgrades through a bond program; department reorganizations; program evaluations; and numerous partnerships. Mrs. Powell reported that a comprehensive financial solution includes budget reductions and efficiencies with consideration for a bond package and possible tax ratification election.

Board members noted the continual efforts to put efficiencies in place while also providing program opportunities for students, with no new funding available, necessitating the need to consider a bond and TRE. Also noted was the importance of messaging to reflect the diligent fiscal responsibility efforts to date, continuing to expand high-demand programs, assessing all programs for possible removal of less successful programs, engaging students in extracurricular activities, and adjustments to priorities as needed.

B. Legislative Update

Mrs. Powell reported that the 86th Legislative Session is in process and March 8, 2019 is the last day for bills to be filed. She shared an overview of AISD advocacy efforts, meetings with legislators, trips to Austin for TASB Legislative Day and Tarrant County Chambers of Commerce legislative trip, and position letters filed on eight bills heard by committees. Mrs. Powell provided information on the status of various bills related to academic accountability, school finance, TRS Active Care, and property tax reform.

Board members noted that there were 83 days remaining in the session. They shared concern for bills that seem good but may have possible last minute changes, senators that state they care more for teachers than school board members, funding for teacher raises and including all employees instead of just teachers, benefits for more employees through better insurance options, and

accountability data issues. Board members encouraged everyone to continue to stay focused on what is happening in Austin and be prepared to travel to Austin for opportunities to testify in support of the AISD legislative agenda items.

OPEN FORUM FOR NON-AGENDA ITEMS: None

SUPERINTENDENT'S REPORT: None

SCHOOL BOARD'S REPORT:

Ms. Melody Fowler thanked the Seguin High School Football Booster Club for the nice banquet. She enjoyed seeing the varsity athletes get their letter jackets.

Mr. Bowie Hogg noted that Mr. Borden was wearing his letter jacket. Mr. Hogg commended the students in the FFA program. He noted that the program has doubled since AISD added the Agricultural Science Center and classes are booming. His family purchased a goat, but it did not come home. Eleven young men and women attended the Tarrant County livestock show with their livestock. Mr. Hogg participated as a student and is now attending as an adult and Board Member.

Ms. Kecia Mays participated in career day at Key Elementary School and shared about her career in accounting. She spoke with the students about serving on the AISD Board of Trustees and asked them what they wanted. They responded that they want macaroni and cheese, a safe playground with cover, and sports equipment so everyone can play sports in school.

Dr. Reich reported that he was at Crouch Elementary School this morning for their Reading Rocks event. He said Crouch Elementary is a great campus with great students who were very well mannered. The event was great and kudos to the students and the leaders.

Secretary Mays reported Mr. Hogg requested for buses and transportation, the number and impact on attendance and the on-time rate for athletics and fine arts events. Mr. Hibbs requested the number of survey calls that were not completed. Ms. Walton requested the number of student transfers from Bowie High School to Sam Houston High School. Dr. Reich requested the amount draw down on the fund balance.

ADJOURNMENT:

President Reich adjourned the meeting at 10:34 p.m. The Board did not return to closed session.

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

Regular Meeting

March 21, 2019
7:00 p.m.

Members Present: Dr. Aaron D. Reich, John Hibbs, Kecia Mays, Polly Walton, Melody Fowler, Justin Chapa, Bowie Hogg

Members Absent: None

Media Present: None

CALL TO ORDER: Conference Room B

President Reich called the open meeting work session to order at 6:10 p.m. The meeting was held at the Administration Building, 1203 West Pioneer Parkway, Arlington, Texas in Conference Room B. During this meeting Board Members may discuss and ask AISD staff questions concerning any of the subjects listed in the Notice/Agenda under the headings of Program and/or Presentation, Appointments, Public Hearing, Action Items, Consent Items and Discussion Items.

President Reich adjourned the meeting at 6:16 p.m. to move to the Board Room.

President Reich called the meeting to order in the Board Room at 6:21 p.m. with seven trustees present.

CLOSED MEETING: Board Conference Room

President Reich adjourned to closed meeting at 6:21 p.m. pursuant to Sections 551.071 through 551.074, Section 551.076, and Sections 551.082 through 551.084 of the Texas Government Code in accordance with the Texas Open Meetings Act for the purposes stated on the agenda.

1. Superintendent Midyear Review
2. Goal Setting
3. Board Evaluation

RECONVENE INTO OPEN SESSION: Board Room

President Reich convened the Board into the open meeting at 7:08 p.m. with seven trustees in attendance.

OPENING CEREMONY:

Polly Walton led the audience in the Pledge of Allegiance. Dr. Reich called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

A. Student Performance by Arlington High School Theatre

Executive Director of Marketing and Communications Anita Foster shared that tonight we were presented with a wonderful representation of our outstanding theatre programs in the Arlington ISD. Recently, each high school participated in district one-act play competition and for the second year the AISD captured all three advancing slots in the 6A competition. Arlington, Lamar, and Martin High Schools will now compete in bi-district competition in Abilene. Under the direction of Micah Green, the Arlington High School Colt Theatre provided a sneak peek of their District Champion play, *Eurydice*.

B. Student of the Month

Sam Houston High School Principal Mr. Fernando Benavides introduced the March 2019 Student of the Month, Ofuchinyelu Akpom. He shared that Ofuchinyelu is an exceptional senior at Sam Houston High School who is a role model as well as a leader among her peers. Over the last four years, she has shown her commitment to scholarship and service to others in the community. Ofuchinyelu is the senior class president, a Richard Greene Scholar, the captain on the Sam Houston basketball team, a volleyball player, and a member of the student council, AVID and Key Club. On top of all of that, she is an excellent student, ranked number ten in her senior class. Ofuchinyelu spends her time volunteering at places like Mission Arlington, the Episcopal Youth Committee and Methodist Dallas Hospital. An exemplary student, mentor, student leader and citizen, Ofuchinyelu is a terrific example of a student with Sam Pride who has taken full advantage of all opportunities presented to her.

C. Community Engaged for Excellence Award of Appreciation

Ms. Anita Foster introduced Arlington ISD Education Foundation Executive Director, Amanda Sullins. Ms. Foster reported that the foundation, established in 1994, provides direct support to the AISD by funding teacher imagined grant requests that accelerate the mission of Arlington ISD. Major funding in recent years has focused on AISD prekindergarten programming as well as career readiness. The mission of the foundation is to serve the students, teachers and staff of AISD by fulfilling extraordinary educational needs and initiatives. This is accomplished by a board led fund development mission, featuring three signature events, as well as collaborating with partners and seeking additional grants. Since its inception, the Arlington ISD Foundation has provided hundreds of grants and support initiatives that amount to nearly \$2.2 million dollars in support.

APPOINTMENTS: None

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: None

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Consider Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- B. Consider Donations

The total donations for this meeting was \$124,180.72. The year-to-date total for the 2018-2019 school year was \$880,271.93.

C. Consider Bids

Chief Financial Officer Cindy Powell recommended approval of the following bids meeting specifications:

- 19-06g Academic Educational Consultants & Professional Development Services
 - 19-42 HVAC Filters for Inventory & Catalog
 - 19-48 Custodial Supplies for Inventory & Catalog
 - 19-50 Networking Equipment - eRate
 - 19-52 Fall Athletic Sports Supplies & Catalog
 - 19-57 Outside Contracted Services – Supplemental
 - 19-58 Instructional Materials, Supplies, Services and/or Consumable Items–Supplemental
 - 19-59 Nurse & Athletic Training Supplies & Catalog
- D. Consider Purchases Greater Than \$50,000 Exempt from Bid
 - 19-03-21-001 Industry Based Certifications for CTE Programs
 - 19-03-21-002 e-Builder Software Services & Maintenance
 - 19-03-21-003 Produce
 - 19-03-21-004 Milk & Juice
 - 19-03-21-005 Frozen/Refrigerated/Dry – Commodity/Commercial Goods
 - E. Consider Budget Changes
 - F. Consider Minutes of Previous Meeting - February, 2019
 - G. Consider Interim Financial Report for Period Ending January 31, 2019
 - H. Consider Selection of Method of Procurement for the Gunn Fine Arts and Dual Language Academy Addition and Renovation Project
 - I. Consider July 2019 – June 2022 JPS Health Network Interlocal Agreement
 - J. Consider Salvage Property

Motion by Polly Walton, second by Melody Fowler, to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

DISCUSSION:

A. Legislative Update

Mrs. Powell shared an overview of the Arlington ISD legislative agenda and legislative objectives. She reported that Dr. Cavazos and Dr. Barlow testified before the House Higher Education Committee in support of House Bill 3011 (Representative Turner) regarding accountability data transparency related to college, career, military readiness credits, on Wednesday, March 20, 2019. She presented the Board with updates on specific bills related to academic accountability, school safety and mental health, budget, school finance and property taxes, explaining the potential impact of each bill on the AISD if passed as currently written.

Board members asked questions regarding the census data used for state funding, clarification regarding noted efficiency studies, the bill for school safety and mental health, how funds will be provided and anticipated directives for spending. Ms. Mays asked to see a graph of what the district would get based on different potential tax rates. Mr. Hogg recommended we hold on that request until we get better legislative information. Ms. Mays agreed. Additional clarifying questions were asked regarding full-day prekindergarten. Board members shared their appreciation for the Superintendent, Mrs. Powell and the Board Governance Committee, for meeting with legislators and traveling to Austin in support of the legislative process. It was noted that current bills are showing more compromise than has been seen in many years and those in Austin seem to understand that education needs to be on the forefront. Board members requested continued support from teachers, employees and the community for the upcoming discussions expected related to student safety, bullying, funding for teachers in high needs schools, and staff insurance.

OPEN FORUM FOR NON-AGENDA ITEMS:

Kurt Knapton spoke regarding social emotional, PBIS, and bully prevention.

Cindy Calauca, representing kindergarten through second grade teachers at Dunn Elementary School, spoke regarding curriculum and report cards.

Sherri Wade spoke regarding the tardy policy and exemptions.

SUPERINTENDENT'S REPORT:

Dr. Cavazos reported that during the month of February, schools had enrichment lessons and discussions surrounding Black History Month. Jones Academy had a performance about African Folklore, Dunn Elementary students watched an African drum and dance ensemble and many others celebrated and learned the importance of Black History Month.

Kindness initiatives continued throughout the school district in February. Nichols Junior High and Webb Elementary both had kindness assemblies and had students surprised with prizes for their acts of kindness from the City of Arlington.

The Martin High School Symphony Orchestra performed as a full honor orchestra during the annual Texas Music Educators Association conference in San Antonio. This is quite an honor, and Martin's orchestra program is not new to this recognition. Also with an outstanding honor was the Young Junior High Concert Mixed Choir that performed at the American Choral Directors Association national convention in Kansas City last week. Dr. Cavazos congratulated all of the students and directors for their amazing accomplishments.

The February AISD Teachers and Department Employee of the Month were honored on February 14, 2019. Dr. Cavazos congratulated Paula Kilgore from Little Elementary, Kristal Baty from Turning Point Secondary, Amy Wood from the Dan Dipert Career and Technical Center, and Souna Masri from Food and Nutrition Services at Dunn Elementary.

More than 450 leaders from across AISD came together at Sam Houston High School for a Leadership Collaborative in late February. Dr. Cavazos reported that he is proud of the work AISD has done to make progress on building leaders on campuses and throughout the district. This was a great event to continue discussions about the leadership definition and some of the new leadership initiatives.

Dr. Cavazos attended and helped present awards at the Masonic Lodge Teachers of Excellence ceremony. He congratulated Ms. Durden from Short Elementary, Ms. Mandrell from Starrett Elementary, Ms. Callahan from Butler Elementary, Ms. Malone from Miller Elementary, Ms.

Stephenson from Hale Elementary and Ms. Hayter from Ashworth Elementary.

Dr. Cavazos shared that he spoke to a special group of Swift Elementary fifth and sixth grade boys who are in the LAUNCH program that teaches them about life skills and situations. They discussed accepting criticism and consequences. The group was very engaged, and he enjoyed speaking with them.

The Capital Needs Steering Committee met on March 19, 2019 and continued discussions about the district's needs and a potential bond and TRE election later in the year. This group has been very engaged and thoughtful throughout the process, and Dr. Cavazos appreciated their input. The next opportunity for public input will be April 9 and 10, 2019.

Dr. Cavazos shared the following reminders:

- The transfer window opens at 2:00 p.m. on Tuesday, March 26 and closes at 3:00 p.m. on Friday, April 5, 2019.
- All parents were encouraged to complete the Parent Satisfaction Survey by March 29, 2019. Parents can go to arlingtonparentsurvey.com to complete it.
- The Teacher Job Fair is from 9:00 a.m. to 1:00 p.m. on Saturday, March 30 at the AISD Dan Dipert Career and Technical Center.
- Pre-kindergarten and kindergarten roundup events are April 1-5, 2019.

SCHOOL BOARD'S REPORT:

Ms. Polly Walton shared a shout-out to her fellow librarians for the Battle of Books event on Saturday and wished them luck.

Secretary Mays had no items to report.

ADJOURNMENT:

President Reich adjourned to closed meeting at 8:46 p.m. pursuant to Sections 551.071 through 551.074, Section 551.076, and Sections 551.082 through 551.084 of the Texas Government Code in accordance with the Texas Open Meetings Act for the purposes stated on the agenda.

President Reich adjourned the meeting at 10:40 p.m. The Board did not return to open session.

Arlington Independent School District

Interim Financial Report

For the Period Ended February 28, 2019

Arlington Independent School District
Interim Statement of Revenues, Expenditures, and Changes in Fund Balance by Function
Funds with Legally Adopted Budgets
For the Period Ended February 28, 2019
(Unaudited)

	General Fund			Debt Service Fund			Capital Projects Fund		
	Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date	
Revenues:									
Property taxes	\$ 276,268,766	\$ 276,042,434	100 %	\$ 89,182,668	\$ 87,316,461	98 %	\$ -	\$ -	
Tuition and fees	736,000	560,885	76	-	-		-	-	
Other revenues from local sources	8,046,871	4,748,428	59	350,000	343,347	98	4,400,000	4,093,665	93
Co-curricular and enterprising services	725,000	525,870	73	-	-		-	-	
State revenues	197,858,771	103,268,979	52	1,438,702	1,545,106	107	-	-	
Federal revenues	8,255,000	4,385,875	53	521,501	524,302	101	-	-	
Total revenues	491,890,408	389,532,471		91,492,871	89,729,216		4,400,000	4,093,665	
Expenditures:									
Instruction	324,342,346	203,932,036	63	-	-		13,765,918	5,007,262	36
Instructional Resources and Media Service	6,548,244	4,150,337	63	-	-		-	-	
Curriculum and Instructional Staff Development	7,349,704	4,262,413	58	-	-		19,638	19,609	100
Instructional Leadership	9,494,052	5,273,172	56	-	-		-	-	
School Leadership	31,638,185	19,388,647	61	-	-		-	-	
Guidance and Counseling Services	30,404,216	18,570,206	61	-	-		-	-	
Social Work Services	2,310,156	1,264,051	55	-	-		-	-	
Health Services	6,805,407	4,437,999	65	-	-		-	-	
Student Transportation	14,903,243	9,016,672	61	-	-		6,182,184	2,506,598	41
Food Service	-	-		-	-		-	-	
Co-curricular/Extracurricular Activities	10,465,122	6,683,847	64	-	-		2,262,721	87,518	4
General Administration	10,483,977	6,480,423	62	-	-		35,000	-	0
Plant Maintenance and Operations	51,491,438	29,783,239	58	-	-		162,779,300	57,150,814	35
Security and Monitoring Services	8,137,807	4,797,724	59	-	-		298,396	263,013	88
Data Processing	11,144,301	7,082,735	64	-	-		11,654,715	4,166,237	36
Community Services	503,604	262,491	52	-	-		-	-	
Debt Service	589,164	441,872	75	91,615,151	87,513,190	96	321,891	321,891	100
Facilities Acquisition and Construction	559,123	534,047	96	-	-		100,228,155	14,106,540	14
Payments to JJAEP	90,000	9,804	11	-	-		-	-	
Payments to TIF	2,571,393	-	0	-	-		-	-	
Other Intergov Charges	2,230,532	2,230,531	100	-	-		-	-	
Total expenditures	532,062,013	328,602,246		91,615,151	87,513,190		297,547,918	83,629,482	
Other financing sources (uses):									
Other resources	-	-		-	3,844		45,122,278	45,482,381	101
Sale of mineral interests	-	-		-	-		-	-	
Non-operating revenues (Enterprise Fund)	-	-		-	-		-	-	
Other non-operating revenues	-	-		-	-		-	-	
Residual equity	-	-		-	-		-	-	
Other uses	(9,200,000)	(9,200,000)	100	-	-		-	-	
Loss on Sale of Property	-	-		-	-		-	-	
Total other financing sources (uses)	(9,200,000)	(9,200,000)		-	3,844		45,122,278	45,482,381	
Excess of revenues and other sources over (under) expenditures and other uses	\$ (49,371,605)	\$ 51,730,225		\$ (122,280)	\$ 2,219,869		\$ (248,025,640)	\$ (34,053,436)	

¹ Several of the grants represented in these funds are budgeted and accounted for based on periods that differ from the the District's fiscal year.

Food Service Fund			Natural Gas Fund			Other Special Revenue Funds ¹			Total (Memorandum Only)	
Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date
\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 365,451,434	\$ 363,358,895
-	-		-	-		-	-	%	736,000	560,885
% 225,000	280,399	125 %	985,000	804,208	82 %	109,672	117,002	107	14,116,543	10,387,048
6,176,896	3,740,591	61	-	-		-	-		6,901,896	4,266,462
185,000	-	0	-	-		1,106,514	365,029	33	200,588,987	105,179,114
26,727,438	17,739,904	66	-	-		35,816,822	10,511,416	29	71,320,761	33,161,497
<u>33,314,334</u>	<u>21,760,894</u>		<u>985,000</u>	<u>804,208</u>		<u>37,033,008</u>	<u>10,993,447</u>		<u>659,115,621</u>	<u>516,913,901</u>
-	-		-	-		20,128,545	9,304,976	46	358,236,809	218,244,274
-	-		-	-		47,067	13,005	28	6,595,311	4,163,342
-	-		-	-		7,721,197	3,044,969	39	15,090,540	7,326,990
-	-		-	-		2,988,950	1,817,656	61	12,483,003	7,090,829
-	-		-	-		114,102	21,628	19	31,752,287	19,410,275
-	-		-	-		1,622,080	297,480	18	32,026,296	18,867,686
-	-		-	-		1,096,191	581,765	53	3,406,347	1,845,817
-	-		-	-		55,767	17,537	31	6,861,174	4,455,535
-	-		-	-		9,614	-	0	21,095,041	11,523,270
32,847,487	20,418,829	62	-	-		-	-		32,847,487	20,418,829
-	-		-	-		3,800	3,800	100	12,731,643	6,775,166
-	-		75,000	26,185	35	-	-		10,593,977	6,506,608
187,223	60,361	32	-	-		1,673	912	55	214,459,634	86,995,326
-	-		-	-		612,551	-	0	9,048,754	5,060,737
-	-		-	-		-	-		22,799,016	11,248,972
-	-		-	-		2,631,470	1,254,270	48	3,135,074	1,516,761
-	-		-	-		-	-		92,526,206	88,276,953
-	-		-	-		-	-		100,787,278	14,640,587
-	-		-	-		-	-		90,000	9,804
-	-		-	-		-	-		2,571,393	-
-	-		-	-		-	-		2,230,532	2,230,531
<u>33,034,710</u>	<u>20,479,190</u>		<u>75,000</u>	<u>26,185</u>		<u>37,033,008</u>	<u>16,357,998</u>		<u>991,367,800</u>	<u>536,608,291</u>
-	-		-	-		-	-		45,122,278	45,486,225
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		(9,200,000)	(9,200,000)
-	-		-	-		-	-		-	-
-	-		-	-		-	-		35,922,278	36,286,225
<u>\$ 279,624</u>	<u>\$ 1,281,704</u>		<u>\$ 910,000</u>	<u>\$ 778,024</u>		<u>\$ -</u>	<u>\$ (5,364,551)</u>		<u>\$ (296,329,901)</u>	<u>\$ 16,591,834</u>

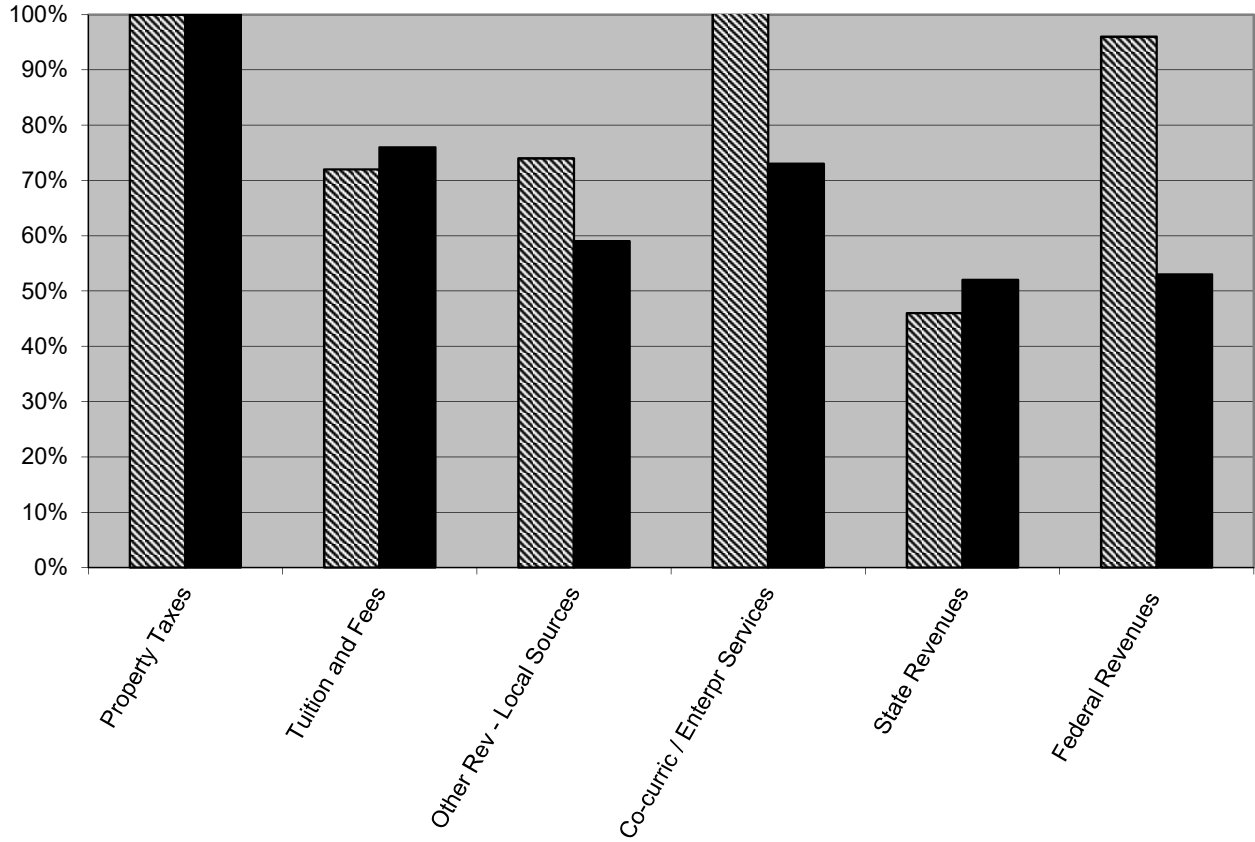
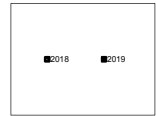
Arlington Independent School District
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For the Period Ended February 28, 2019
(Unaudited)

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Tuition and fees	736,000	560,885	76	-	-		-	-	
Other revenue from local sources	8,046,871	4,748,428	59	350,000	343,347	98	4,400,000	4,093,665	93 %
Co-curricular and enterprising services	725,000	525,870	73	-	-		-	-	
State revenues	197,858,771	103,268,979	52	1,438,702	1,545,106	107	-	-	
Federal revenues	8,255,000	4,385,875	53	521,501	524,302	101	-	-	
Total revenues	491,890,408	389,532,471		91,492,871	89,729,216		4,400,000	4,093,665	
Expenditures:									
Teachers and other professional personnel	334,507,826	217,415,361	65	-	-		-	-	
Support personnel	64,808,327	39,840,379	61	-	-		-	-	
Employee benefits	63,919,413	33,516,221	52	-	-		-	-	
Professional services	4,656,231	3,587,892	77	-	-		-	3,692,022	
Tuition services	681,782	503,470	74	-	-		-	-	
Regional Education Service Center services	24,455	9,700	40	-	-		-	-	
Contracted maintenance and repair	9,664,268	5,888,059	61	-	-		163,574,012	52,858,282	32
Utilities	13,528,112	7,257,433	54	-	-		-	-	
Rentals and operating leases	951,027	508,247	53	-	-		-	-	
Miscellaneous contracted services	8,551,640	4,740,811	55	-	-		1,419,598	1,102,773	78
Maintenance and operations supplies	5,821,432	3,300,432	57	-	-		-	249,500	
Textbook and other reading materials	1,339,043	608,507	45	-	-		-	-	
Testing materials	825,659	221,095	27	-	-		-	-	
Food Service	-	-	-	-	-		-	-	
General supplies and materials	11,985,697	6,541,922	55	-	-		24,899,019	7,890,331	32
Travel	2,620,222	1,170,725	45	-	-		-	-	
Insurance and bonding expenditures	1,353,128	754,824	56	-	-		-	-	
Election expenditures	74,858	10,071	13	-	-		-	-	
Depreciation	-	-	-	-	-		-	-	
Miscellaneous operating expenditures	5,105,254	1,447,476	28	-	-		-	5,187	
Debt principal	502,627	375,793	75	57,938,751	54,485,000	94	-	-	
Interest	86,537	66,079	76	33,636,400	33,023,710	98	-	-	
Other debt service expenditures (fees)	-	-	-	40,000	4,480	11	321,891	321,891	100
Capital outlay	1,054,476	837,747	79	-	-		107,333,397	17,509,497	16
Total expenditures	532,062,013	328,602,246		91,615,151	87,513,190		297,547,918	83,629,482	
Other financing sources (uses):									
Other resources	-	-	-	-	3,844		45,122,278	45,482,381	101
Sale of mineral interests	-	-	-	-	-		-	-	
Non-operating revenues (Enterprise Fund)	-	-	-	-	-		-	-	
Other non-operating revenues	-	-	-	-	-		-	-	
Residual equity	-	-	-	-	-		-	-	
Other uses	(9,200,000)	(9,200,000)	100	-	-		-	-	
Loss on Sale of Property	-	-	-	-	-		-	-	
Total other financing sources (uses)	(9,200,000)	(9,200,000)		-	3,844		45,122,278	45,482,381	
Excess of revenues and other sources over (under) expenditures and other uses	\$ (49,371,605)	\$ 51,730,225		\$ (122,280)	\$ 2,219,869		\$ (248,025,640)	\$ (34,053,436)	

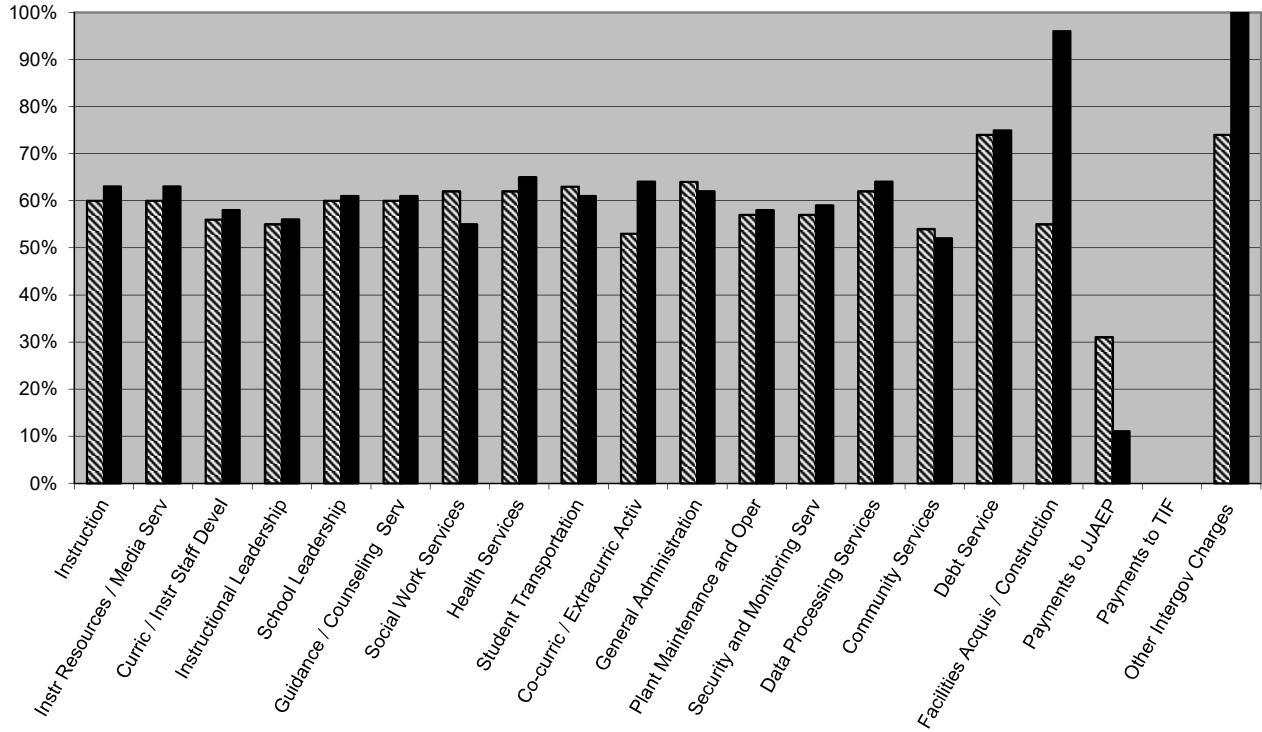
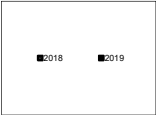
¹ Several of the grants represented in these funds are budgeted and accounted for based on periods that differ from the the District's fiscal year.

Food Service Fund			Natural Gas Fund			Other Special Revenue Funds ¹			Total (Memorandum Only)	
Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date
\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 365,451,434	\$ 363,358,895
-	-		-	-		-	-	%	736,000	560,885
225,000	280,399	125 %	985,000	804,208	82 %	109,672	117,002	107	14,116,543	10,387,048
6,176,896	3,740,591	61	-	-		-	-		6,901,896	4,266,462
185,000	-	0	-	-		1,106,514	365,029	33	200,588,987	105,179,114
<u>26,727,438</u>	<u>17,739,904</u>	66	<u>-</u>	<u>-</u>		<u>35,816,822</u>	<u>10,511,416</u>	29	<u>71,320,761</u>	<u>33,161,497</u>
<u>33,314,334</u>	<u>21,760,894</u>		<u>985,000</u>	<u>804,208</u>		<u>37,033,008</u>	<u>10,993,447</u>		<u>659,115,621</u>	<u>516,913,901</u>
1,177,994	684,064	58	-	-		16,391,508	8,071,530	49	352,077,328	226,170,956
11,348,840	6,121,698	54	-	-		6,830,203	3,444,083	50	82,987,370	49,406,159
1,860,648	1,733,834	93	-	-		2,315,230	1,389,255	60	68,095,291	36,639,310
-	-		75,000	26,185	35	65,000	45,400	70	4,796,231	7,351,498
-	-		-	-		-	-		681,782	503,470
-	-		-	-		-	-		24,455	9,700
236,559	115,638	49	-	-		150,375	765	1	173,625,214	58,862,744
187,223	60,361	32	-	-		1,673	912	55	13,717,008	7,318,706
9,000	1,695	19	-	-		-	-		960,027	509,941
1,188,864	766,265	64	-	-		5,431,421	1,998,881	37	16,591,523	8,608,729
245,000	88,624	36	-	-		1,214	5,603	462	6,067,646	3,644,159
500	197	39	-	-		286,803	63,219	22	1,626,345	671,923
-	-		-	-		191,660	40	0	1,017,319	221,135
15,212,820	10,058,604	66	-	-		-	-		15,212,820	10,058,604
585,000	274,290	47	-	-		4,023,668	977,644	24	41,493,384	15,684,187
20,000	5,966	30	-	-		884,327	183,169	21	3,524,549	1,359,860
22,562	-	0	-	-		-	-		1,375,690	754,824
-	-		-	-		-	-		74,858	10,071
-	-		-	-		-	-		-	-
102,500	152,689	149	-	-		235,826	37,177	16	5,443,580	1,642,529
-	-		-	-		-	-		58,441,378	54,860,793
-	-		-	-		-	-		33,722,937	33,089,789
-	-		-	-		-	-		361,891	326,371
<u>837,200</u>	<u>415,266</u>	50	<u>-</u>	<u>-</u>		<u>224,100</u>	<u>140,320</u>	63	<u>109,449,173</u>	<u>18,902,830</u>
<u>33,034,710</u>	<u>20,479,190</u>		<u>75,000</u>	<u>26,185</u>		<u>37,033,008</u>	<u>16,357,998</u>		<u>991,367,800</u>	<u>536,608,291</u>
-	-		-	-		-	-		45,122,278	45,486,225
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		(9,200,000)	(9,200,000)
<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>		<u>35,922,278</u>	<u>36,286,225</u>
\$ 279,624	\$ 1,281,704		\$ 910,000	\$ 778,024		\$ -	\$ (5,364,551)		\$ (296,329,901)	\$ 16,591,834

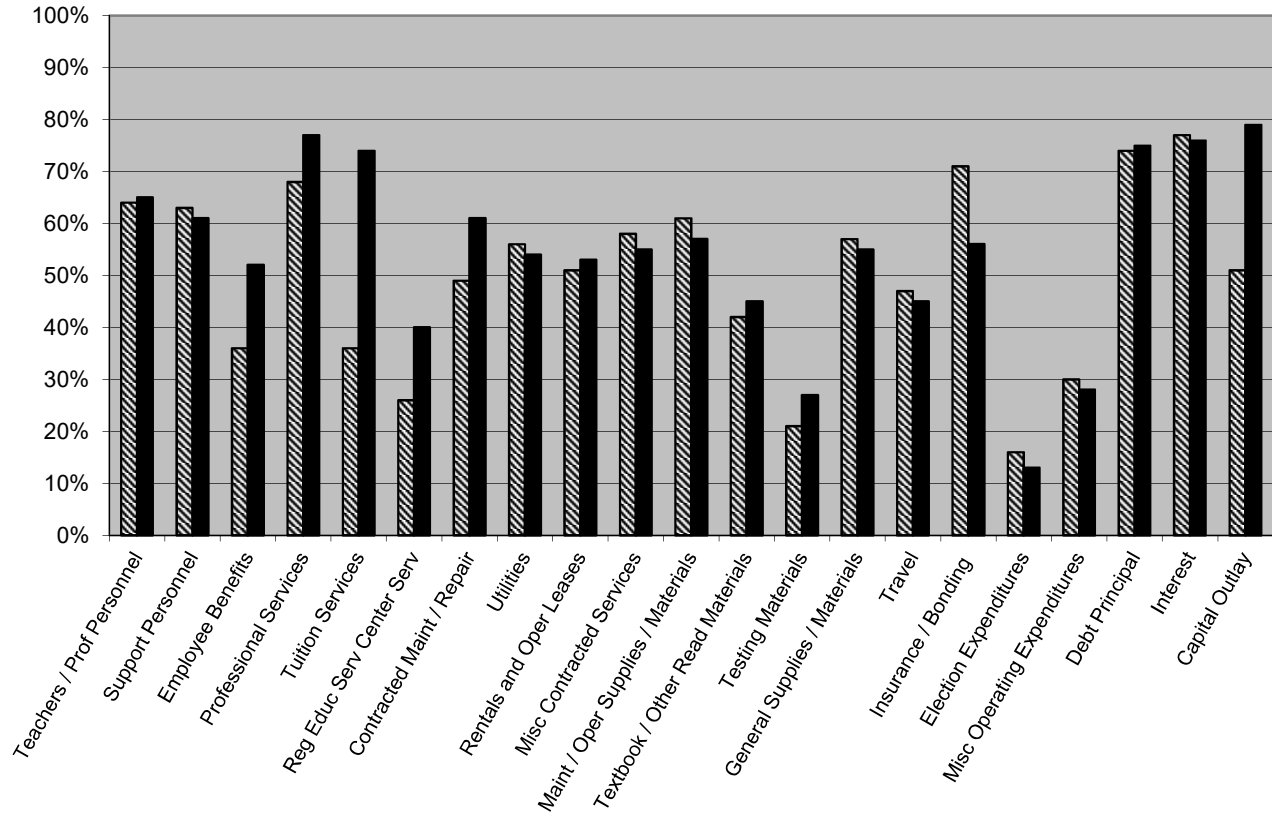
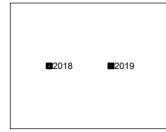
**General Operating Fund
% of Budget Recognized
Revenues and Other Sources
(for the eight months ending February 28)**



**General Operating Fund
% of Budget Spent
Expenditures by Function
(for the eight months ending February 28)**



**General Operating Fund
% of Budget Spent
Expenditures by Object
(for the eight months ending February 28)**



Schedule of Cash and Short-term Investments
All Funds
February 28, 2019

General Fund:	
Checking Account	\$ 4,007,728
Money Market	-
Lone Star	97,796,705
TexPool	5,214,919
LOGIC	<u>223,691,059</u>
Total General Fund	<u>330,710,411</u>
Debt Service Fund:	
Checking Account	1,121
TexPool	153,143
LOGIC	2,445,836
Lone Star	37,581
Debt Service Fund	<u>2,637,682</u>
Capital Projects Fund:	
Checking Account	8,070,684
TexPool	2,071,638
LOGIC	<u>202,598,686</u>
Total Capital Projects Fund	<u>212,741,009</u>
Food Service Fund:	
Checking Account	247,469
TexPool	23,429
LOGIC	5,682,048
Lone Star	<u>4,020,971</u>
Total Food Service Fund	<u>9,973,916</u>
Natural Gas Fund:	
LOGIC	955,858
Lone Star	<u>10,382,014</u>
Total Natural Gas Fund	<u>11,337,872</u>
Other Special Revenue Funds:	
Checking Account	<u>629,724</u>
Total Other Special Revenue Funds	<u>629,724</u>
Internal Service Fund:	
Checking Account	64,330
LOGIC	<u>5,439,811</u>
Total Internal Service Fund	<u>5,504,141</u>
Agency Fund:	
Checking Account	5,143,133
LOGIC	<u>372,196</u>
Total Agency Fund	<u>5,515,330</u>
Total Cash and Investments	<u>\$ 579,050,084</u>

Arlington Independent School District
Tax Collections Report
For the period ended February 28, 2019

	<u>February 2019</u>	<u>Year-To-Date</u>	<u>Last Year-To-Date</u>
Current	\$ 30,512,154	\$ 360,239,113	\$ 331,297,276
Delinquent	154,117	2,946,803 ¹	5,266,757
P & I	<u>388,789</u>	<u>1,269,644</u> ²	<u>1,537,921</u>
Total Tax Collections	<u>\$ 31,055,060</u>	<u>\$ 364,455,560</u>	<u>\$ 338,101,954</u>

	<u>Current Tax</u>	<u>Delinquent Tax</u>	<u>Totals</u>
Original Tax Levy	\$ 368,425,795	\$ 19,043,741	\$ 387,469,536
Adj to Date	12,316,052	(1,191,139)	11,124,913
Adj Tax Levy	380,741,847	17,852,602	398,594,449
Collections To Date	360,239,113	2,946,803	363,185,916
O/S Tax 2/28/19	20,502,734	14,905,799	35,408,533

	<u>Year-To-Date</u>	<u>Last Year-To-Date</u>
Current % Coll	94.6151%	95.0421%
Delinquent % Collected	16.5063%	26.1264%
Total % Coll	95.3890%	96.5530%

¹ \$ 944,201 has been accrued to the 2017-2018 year

² \$ 155,298 has been accrued to the 2017-2018 year.

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

Meeting Date: 04-25-2019	Consent Item
Subject: Investment Report: Quarterly – January 1, 2019 through March 31, 2019	

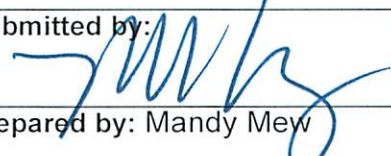
Purpose: To provide the Board of Trustees with a detailed report of investment transactions:

1. For the quarterly period ending March 31, 2019
2. Other investment-related activities requiring Board approval

Background: The investment report contains the following items:

- Exhibit A - Authorization to Invest District Funds
- Exhibit B - Authorization of Securities Dealers
- Exhibit C - Authorization of Investment Training
- Exhibit D - Strategy for Investment of District Funds
- Exhibit E - Objective for Investment of District Funds
- Exhibit F - Quarterly Investment Transaction Summary
- Exhibit G - Interest Rate Change
- Exhibit H - Investment Rates
- Exhibit I - Historic Interest Rates
- Exhibit J - AISD Earnings Rate Comparison

Recommendation: Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Mandy Mew
	Date: 04-16-2019

Arlington I.S.D. Investment Report

For the period ending March 31, 2019

Table of Contents

- Exhibit A - Authorization to Invest District Funds
- Exhibit B - Authorization of Securities Dealers
- Exhibit C - Authorization of Investment Training
- Exhibit D - Strategy for Investment of District Funds
- Exhibit E - Objective for Investment of District Funds
- Exhibit F - Quarterly Investment Transaction Summary
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Authorization to Invest District Funds

Pursuant to Government Code, Sec. 2256.005, Investment Officer, the Board of Trustees hereby authorizes and designates the following officers to deposit, withdraw, invest, transfer, or manage the District's investable funds in accordance with District Policy.

Stephanie Dhalla – Budget Specialist

Philip Roberson - Treasurer

Mandy Mew - Director of Budget and Cash Management

Anthony Drollinger - Executive Director of Finance

Cindy Powell - Chief Financial Officer

Authorization of Securities Dealers

Pursuant to Government Code, Sec. 2256.025, Selection of Broker, the Board of Trustees authorizes the following securities dealers to engage in investment transactions with the District.

BNY Mellon	Cantor Fitzgerald	Carty & Company
Citigroup	Coastal Securities	Federated Investors
Fidelity Investments	First Financial Equity	First Public
First Southwest	First Tennessee	FTN Financial
Goldman Sachs & Co.	Great Pacific Securities	Hilltop Securities
J. P. Morgan/Chase	Morgan Stanley	Multi-Bank Securities
PFM Asset Mgmt.	Prudential	Southwest Securities
UBS AG	Zions First National	

Authorization of Investment Training

Pursuant to Government Code, Sec. 2256.008, Investment Training, the Board of Trustees authorizes the following independent entities to provide investment training for the District.

TASB

TASA

TASBO

LOGIC

First Southwest Securities

Texas Tech University

University of North Texas

Regional Service Center XI

Government Treasurers Organization of Texas

Pursuant to Government Code, Sec. 2256.005, Investment Strategy, the Board of Trustees has reviewed and authorizes the following Investment Strategy to manage the District's investable funds in accordance with District Policy.

Investment Strategy

The investment strategy for each District fund shall have the following priorities in order of importance:

1. Safety

- Preservation and safety of principal - Skill and judgment shall be exercised in order that no individual or group of transactions undertaken would jeopardize the total capital sum of the overall portfolio.

2. Suitability

- Understanding the suitability of the investment to the financial requirements of the entity - The investment officer shall exhibit prudence and discretion in the selection and management of securities.

3. Liquidity

- Maintain sufficient liquidity to provide adequate and timely working funds.

4. Marketability

- Marketability of the investment if the need arises to liquidate the investment prior to maturity - Investments of the District shall be of a readily marketable type of security instrument.

5. Diversification

- Diversification of the investment portfolio - Diversify investments as to maturity, instruments, and financial institutions where permitted by law.

6. Yield

- Attain a competitive rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board.

Pursuant to Government Code, Sec. 2256.005, Investment Objective, the Board of Trustees has reviewed and authorizes the following Investment Objective to manage the District's investable funds in accordance with District Policy.

Investment Objective

In addition to the investment strategy used for all funds each fund has an individual objective as follows:

Local Maintenance Objective

- Local Maintenance Funds shall be invested in such a manner that they meet daily liquidity needs of the District.

Local Special Revenue Objective

- Local Special Revenue Funds shall be invested in such a manner that they provide the necessary liquidity to meet the cash flow requirements of the District's special projects as approved by the Board of Trustees.

Debt Service Objective

- Debt Service Funds shall be invested in such a manner that they provide the necessary liquidity to meet the semiannual bond payments on the District debt.

Construction Funds Objective

- Construction Funds shall be invested in such a manner that they provide the liquidity needed to meet the cash flow requirements of the District's construction and renovation projects.

Internal Service Funds Objective

- Internal Service Funds shall be invested in such a manner that they meet daily liquidity needs of the District.

Food Service Objective

- Food Service Funds shall be invested in such a manner that they provide the necessary liquidity to meet the cash flow requirements of the District's food service operations.

Agency Funds Objective

- Agency Funds shall be invested in such a manner that they provide the necessary liquidity to meet the cash flow requirements of the District.

Quarterly
Investment Transaction Summary
January 1, 2019 – March 31, 2019

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

199 LOCAL MAINTENANCE

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	112,696,378.31	242,397,366.99	209,796,169.78	145,297,575.52	145,297,575.52	145,299,028.50	112,696,378.31	112,681,727.78	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	87,050,123.75	558,017.91	0.00	87,608,141.66	87,608,141.66	87,609,631.00	87,050,123.75	87,044,030.24	2.60
Lone Star - Government	AAAm	03/29/2019	04/01/2019	10,340,904.67	61,402.61	0.00	10,402,307.28	10,402,307.28	10,402,151.25	10,340,904.67	10,340,801.26	2.46
Texpool	AAAm	03/29/2019	04/01/2019	5,159,855.74	30,608.83	0.00	5,190,464.57	5,190,464.57	5,190,464.57	5,159,855.74	5,159,546.15	2.50
Total Portfolio				<u>215,247,262.47</u>	<u>243,047,396.34</u>	<u>209,796,169.78</u>	<u>248,498,489.03</u>	<u>248,498,489.03</u>	<u>248,501,275.31</u>	<u>215,247,262.47</u>	<u>215,226,105.43</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

240 FOOD SERVICE

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	5,033,149.22	6,311,419.16	4,674,169.01	6,670,399.37	6,670,399.37	6,670,466.07	5,033,149.22	5,032,494.91	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	4,004,158.05	25,668.09	0.00	4,029,826.14	4,029,826.14	4,029,894.65	4,004,158.05	4,003,877.76	2.60
Texpool	AAAm	03/29/2019	04/01/2019	23,338.86	138.49	0.00	23,477.35	23,477.35	23,477.35	23,338.86	23,337.46	2.50
Total Portfolio				<u>9,060,646.13</u>	<u>6,337,225.74</u>	<u>4,674,169.01</u>	<u>10,723,702.86</u>	<u>10,723,702.86</u>	<u>10,723,838.07</u>	<u>9,060,646.13</u>	<u>9,059,710.13</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

480 NATURAL GAS FUNDS

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	951,851.10	4,590,155.44	0.00	5,542,006.54	5,542,006.54	5,542,061.96	951,851.10	951,727.36	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	10,338,605.90	65,309.99	4,500,000.00	5,903,915.89	5,903,915.89	5,904,016.26	10,338,605.90	10,337,882.20	2.60
Total Portfolio				<u>11,290,457.00</u>	<u>4,655,465.43</u>	<u>4,500,000.00</u>	<u>11,445,922.43</u>	<u>11,445,922.43</u>	<u>11,446,078.22</u>	<u>11,290,457.00</u>	<u>11,289,609.56</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

599 DEBT SERVICE

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	9,923,026.97	87,776,702.52	77,751,944.54	19,947,784.95	19,947,784.95	19,947,984.43	9,923,026.97	9,921,736.98	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	9,009,355.61	19,032,376.17	9,000,000.00	19,041,731.78	19,041,731.78	19,042,055.49	9,009,355.61	9,008,724.96	2.60
Texpool	AAAm	03/29/2019	04/01/2019	152,552.53	904.97	0.00	153,457.50	153,457.50	153,457.50	152,552.53	152,543.38	2.50
Total Portfolio				<u>19,084,935.11</u>	<u>106,809,983.66</u>	<u>86,751,944.54</u>	<u>39,142,974.23</u>	<u>39,142,974.23</u>	<u>39,143,497.42</u>	<u>19,084,935.11</u>	<u>19,083,005.31</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

640 CONSTRUCTION 2014 #1

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	21,382,926.77	1,124,178.80	11,593,281.42	10,913,824.15	10,913,824.15	10,913,933.29	21,382,926.77	21,380,146.99	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	0.00	9,974,257.93	0.00	9,974,257.93	9,974,257.93	9,974,427.49	0.00	0.00	2.60
Total Portfolio				<u>21,382,926.77</u>	<u>11,098,436.73</u>	<u>11,593,281.42</u>	<u>20,888,082.08</u>	<u>20,888,082.08</u>	<u>20,888,360.78</u>	<u>21,382,926.77</u>	<u>21,380,146.99</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

641 CONSTRUCTION 2014 #2

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	18,457,239.51	1,082,223.19	13,806,007.53	5,733,455.17	5,733,455.17	5,733,512.50	18,457,239.51	18,454,840.07	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	0.00	5,498,886.96	0.00	5,498,886.96	5,498,886.96	5,498,980.44	0.00	0.00	2.60
Total Portfolio				<u>18,457,239.51</u>	<u>6,581,110.15</u>	<u>13,806,007.53</u>	<u>11,232,342.13</u>	<u>11,232,342.13</u>	<u>11,232,492.95</u>	<u>18,457,239.51</u>	<u>18,454,840.07</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

642 CONSTRUCTION 2014 #3

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	46,454,769.66	1,272,244.57	25,044,534.93	22,682,479.30	22,682,479.30	22,682,706.12	46,454,769.66	46,448,730.54	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	0.00	21,092,355.21	0.00	21,092,355.21	21,092,355.21	21,092,713.78	0.00	0.00	2.60
Total Portfolio				<u>46,454,769.66</u>	<u>22,364,599.78</u>	<u>25,044,534.93</u>	<u>43,774,834.51</u>	<u>43,774,834.51</u>	<u>43,775,419.90</u>	<u>46,454,769.66</u>	<u>46,448,730.54</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

643 CONSTRUCTION 2014 #4

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	67,185,815.37	1,383,325.45	40,504,946.23	28,064,194.59	28,064,194.59	28,064,475.23	67,185,815.37	67,177,081.21	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	0.00	26,991,105.29	0.00	26,991,105.29	26,991,105.29	26,991,564.14	0.00	0.00	2.60
Total Portfolio				<u>67,185,815.37</u>	<u>28,374,430.74</u>	<u>40,504,946.23</u>	<u>55,055,299.88</u>	<u>55,055,299.88</u>	<u>55,056,039.37</u>	<u>67,185,815.37</u>	<u>67,177,081.21</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

644 CONSTRUCTION 2014 #5

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	32,775,302.87	1,186,015.02	18,937,857.87	15,023,460.02	15,023,460.02	15,023,610.25	32,775,302.87	32,771,042.08	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	0.00	14,759,042.38	0.00	14,759,042.38	14,759,042.38	14,759,293.28	0.00	0.00	2.60
Total Portfolio				<u>32,775,302.87</u>	<u>15,945,057.40</u>	<u>18,937,857.87</u>	<u>29,782,502.40</u>	<u>29,782,502.40</u>	<u>29,782,903.54</u>	<u>32,775,302.87</u>	<u>32,771,042.08</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

699 CONSTRUCTION LOCAL

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	41,514,268.52	529,919.77	22,165,882.16	19,878,306.13	19,878,306.13	19,878,504.91	41,514,268.52	41,508,871.67	2.61
Lone Star - Corporate	AAAm	03/29/2019	04/01/2019	0.00	19,004,067.71	0.00	19,004,067.71	19,004,067.71	19,004,390.78	0.00	0.00	2.60
Texpool	AAAm	03/29/2019	04/01/2019	2,063,647.74	12,241.72	0.00	2,075,889.46	2,075,889.46	2,075,889.46	2,063,647.74	2,063,523.92	2.50
Total Portfolio				<u>43,577,916.26</u>	<u>19,546,229.20</u>	<u>22,165,882.16</u>	<u>40,958,263.30</u>	<u>40,958,263.30</u>	<u>40,958,785.15</u>	<u>43,577,916.26</u>	<u>43,572,395.59</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

752 PRINT SHOP

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	67,837.95	205,841.99	77,833.59	195,846.35	195,846.35	195,848.31	67,837.95	67,829.13	2.61
Total Portfolio				<u>67,837.95</u>	<u>205,841.99</u>	<u>77,833.59</u>	<u>195,846.35</u>	<u>195,846.35</u>	<u>195,848.31</u>	<u>67,837.95</u>	<u>67,829.13</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

770 WORKERS COMPENSATION

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	5,092,053.44	216,179.70	140,940.23	5,167,292.91	5,167,292.91	5,167,344.58	5,092,053.44	5,091,391.47	2.61
Total Portfolio				<u>5,092,053.44</u>	<u>216,179.70</u>	<u>140,940.23</u>	<u>5,167,292.91</u>	<u>5,167,292.91</u>	<u>5,167,344.58</u>	<u>5,092,053.44</u>	<u>5,091,391.47</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

863 PAYROLL CLEARING

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	5,792.41	1,002,032.67	1,000,000.00	7,825.08	7,825.08	7,825.16	5,792.41	5,791.66	2.61
Texpool	AAAm	03/29/2019	04/01/2019	34,949.53	207.32	0.00	35,156.85	35,156.85	35,156.85	34,949.53	34,947.43	2.50
Total Portfolio				<u>40,741.94</u>	<u>1,002,239.99</u>	<u>1,000,000.00</u>	<u>42,981.93</u>	<u>42,981.93</u>	<u>42,982.01</u>	<u>40,741.94</u>	<u>40,739.09</u>	

Arlington I.S.D.

Investment Transaction Report

January 1, 2019 - March 31, 2019

864 FINANCE CLEARING

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 01/01/2019	Investments Purchased	Investments Matured/Sold	Ending Balance 03/31/2019	Book Value 3/31/2019	Market Value 3/31/2019	Book Value 12/31/2018	Market Value 12/31/2018	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	03/29/2019	04/01/2019	8,229.57	3,001,129.88	3,000,000.00	9,359.45	9,359.45	9,359.54	8,229.57	8,228.50	2.61
Total Portfolio				<u>8,229.57</u>	<u>3,001,129.88</u>	<u>3,000,000.00</u>	<u>9,359.45</u>	<u>9,359.45</u>	<u>9,359.54</u>	<u>8,229.57</u>	<u>8,228.50</u>	

This report is in compliance with the strategies of the Arlington Independent School District as approved and the Public Funds Investment Act.

Stephanie Dhalla, Budget Specialist

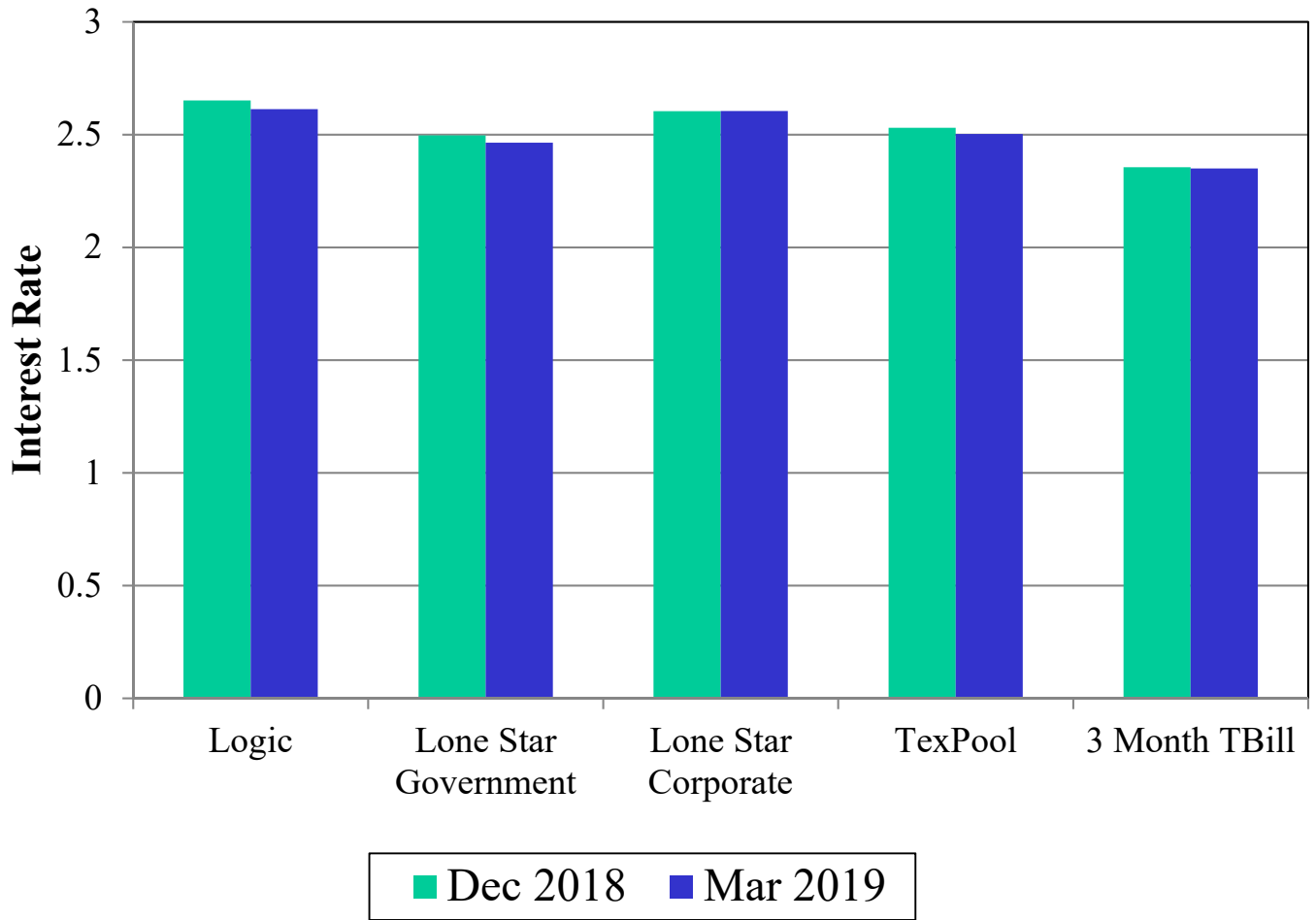
Philip Roberson, Treasurer

Mandy Mew, Director of Budget and Cash Management

Anthony Drollinger, Executive Director of Finance

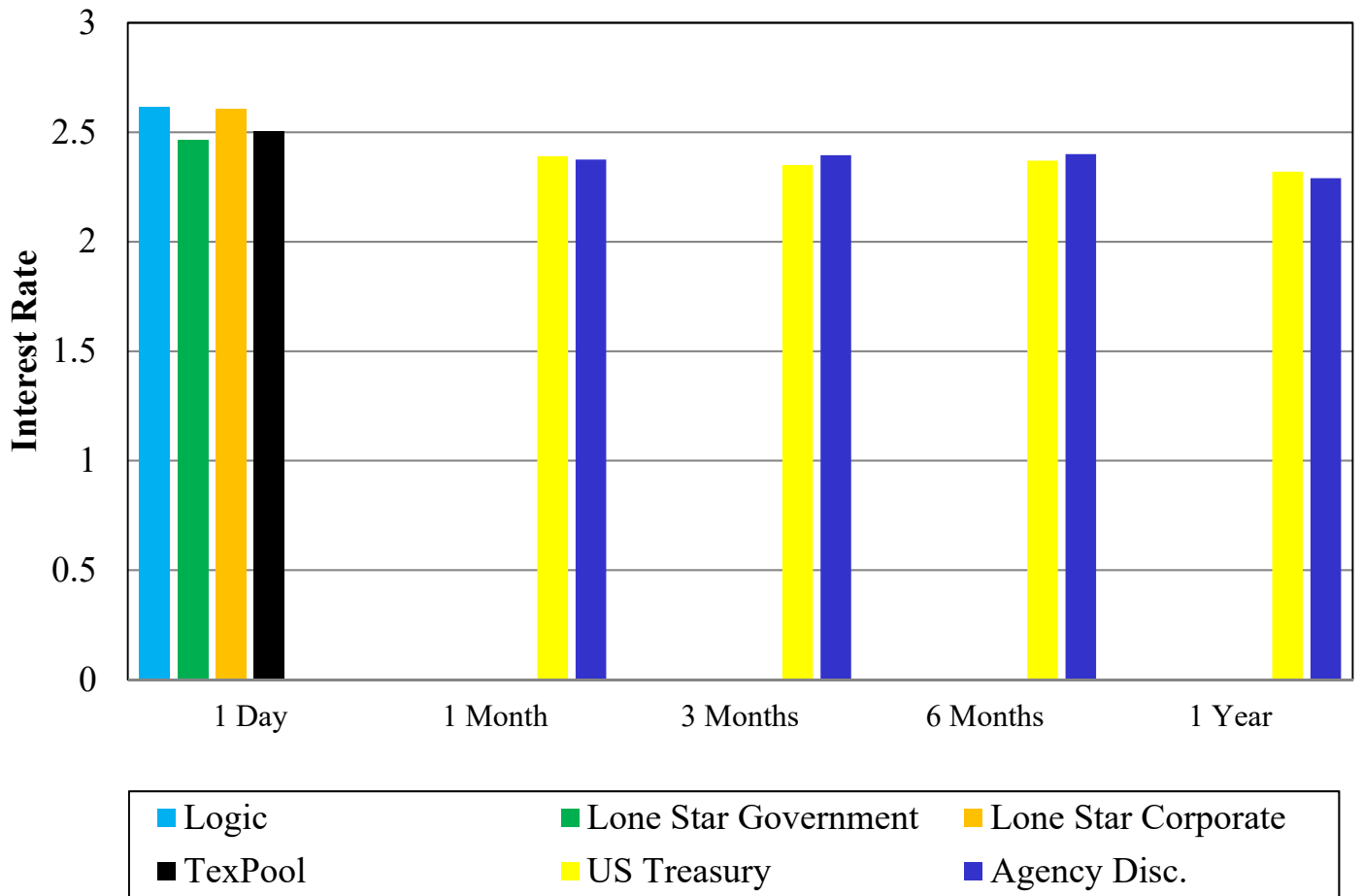
Cindy Powell, Chief Financial Officer

Interest Rate Change

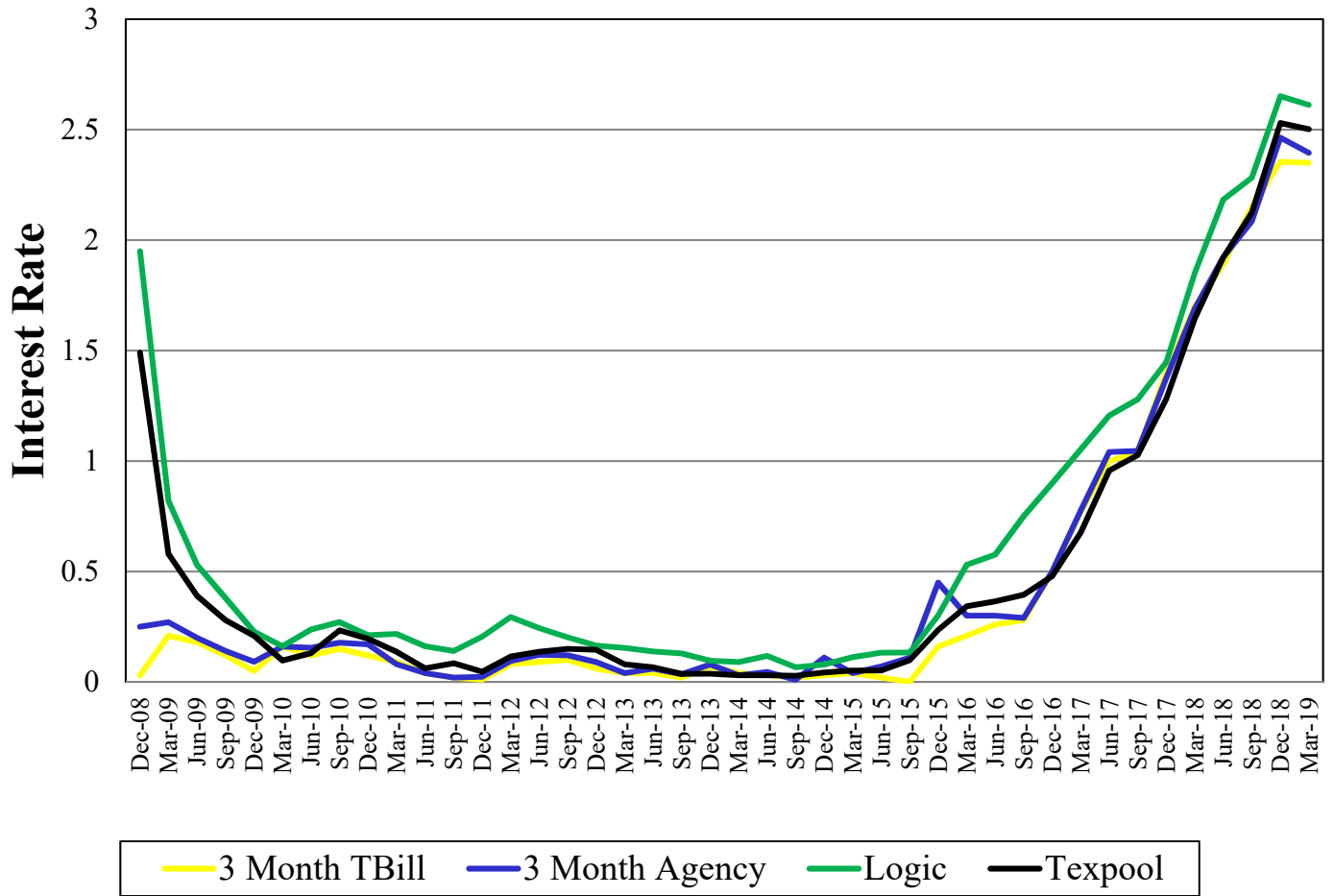


Investment Rates

March 31, 2019



Historic Investment Rates



AISD General Fund Earnings Rate Comparison

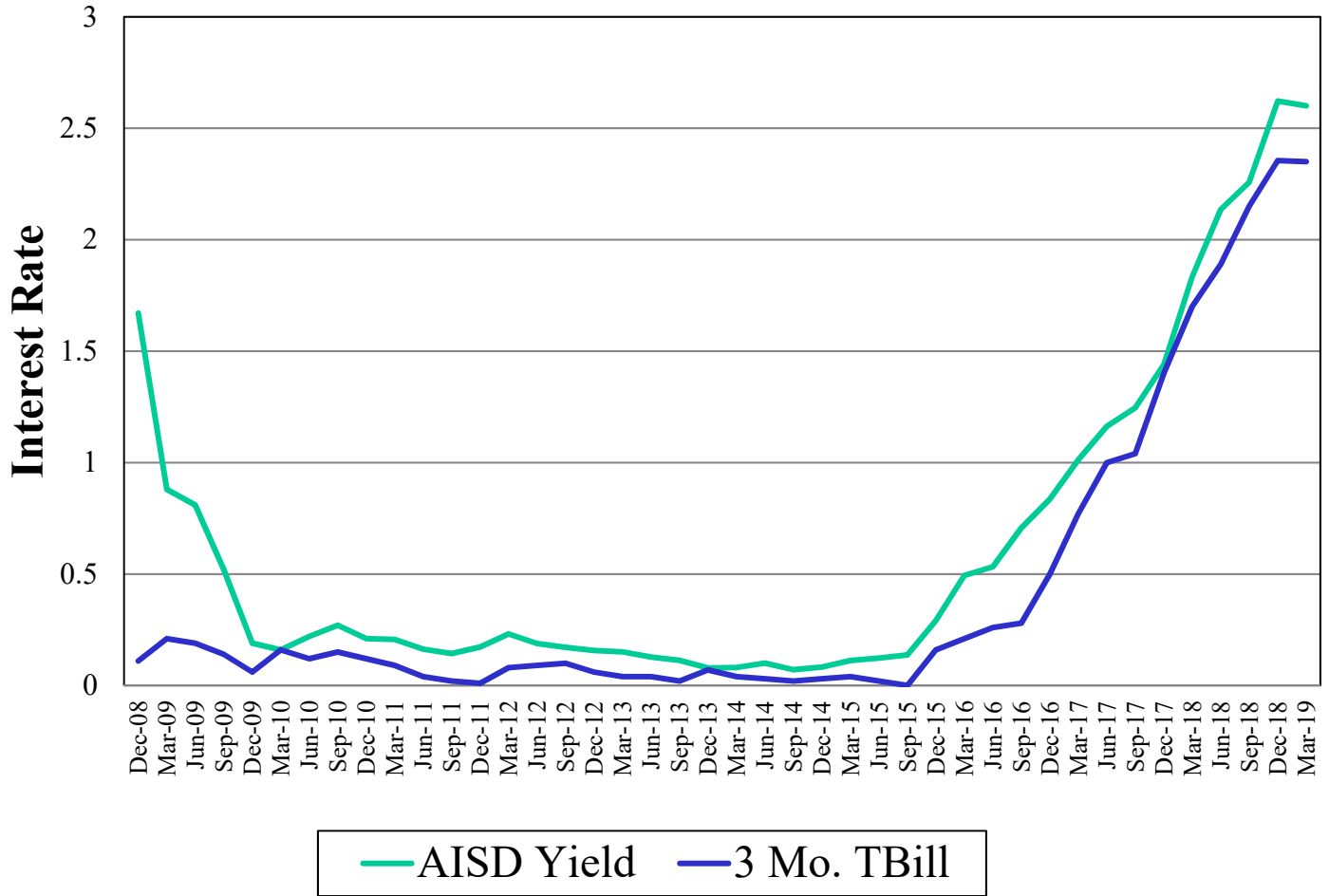


Exhibit J

Arlington Independent School District Board of Trustees Communication

Meeting Date: April 25, 2019

Consent Item

Subject: Change Order #1 Amending the Contract Amount for 2014 Bond Construction Project for Larson Elementary and Lamar High School Renovations Project, Phase III - Bid Package 8

Purpose: To give the Board of Trustees the opportunity to consider and act on Change Order #1 amending the contract amount for 2014 Bond Construction Project for Larson Elementary School and Lamar High School Renovations Project, Phase IV – Bid Package 5.

Background: As a part of the deficiency and life cycle improvements at Larson ES and Lamar HS, the General Contractor, Imperial Construction (Imperial), has incurred certain unforeseen costs which cannot be funded through the original, Board approved, construction contract. During the process of replacing the HVAC systems in each facility, Imperial identified certain HVAC units that did not employ the use of a “ducted return air system.” A “ducted return air system” is required by code. To meet the required code, Imperial and their mechanical subcontractor have provided a plan and pricing to remedy the deficiency. Imperial has submitted Change Order #1 for the Larson ES and Lamar HS renovation project in the amount of \$267,294.99. This change order is comprised of two main items summarized in the table below.

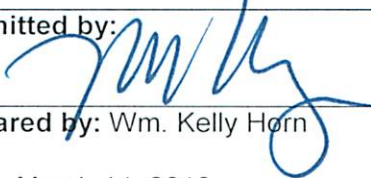
BRW Architects (BRW), the project architect, has reviewed the change order and validated the costs with Imperial and AISD staff.

Change Order Summary:

Item	Description	Cost
1.01	Provide Ducted Return Air System for RTU's Numbers 3 and 4 in the South Administrative Areas of Larson Elementary School	\$ 78, 235.22
1.02	Provide Ducted Return Air System for RTU's Numbers 2A, 6A, and 7A in the Southwest Administrative Areas of Lamar High School	\$ 189,059.77
Total of Change Order #1		\$ 267,294.99

Attached are letters from BRW and Imperial explaining the need for Change Order #1. The original contract amount for the project was \$10,988,535.00. Administration is seeking Board approval for Change Order #1 in the amount of \$267,294.99. Pending approval of Change Order #1 the amended contract amount would be \$11,255,829.99.

Recommendation: Administration Recommends Approval

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn
	Date: March 14, 2019



MEMO

DATE: March 15, 2019
TO: Kelly Horn
 AISD Executive Director of Plant Services
ADDRESS: 1201 Colorado Ln.
 Arlington, TX 76015
FROM: Abby A. Hiles, AIA
 Senior Associate
RE: AISD PH4-BP5 Lamar HS & Larson ES
 Change Order No. 1 – Ducted Return Additional Scope
BRW PROJECT NO: 217078.00
CC: BRW File
 e-builder

MESSAGE:

We have reviewed the attached Change Order No. 1 submitted by Imperial Construction dated February 20, 2019. The proposal appears to align with the scope of work as indicated per Larson ES Proposal Request No. 1 dated October 4, 2018 and Lamar HS Proposal Request No. 2 dated October 4, 2018. The proposed amount is \$267,294.99.

It is our recommendation that this Change be accepted.

ITEM	DESCRIPTION OF CHANGE ORDER	AMOUNT
1.01 LARSON ES	Per direction of the Owner, perform work detailed in the attached CAEA #1, dated 2/11/19. Provide ducted return for RTU 3 and 4 in the South Administrative areas per the attached Proposal Request #1, dated 10/04/18	\$78,235.22
1.02 LAMAR HS	Per direction of the Owner, perform work detailed in the attached CAEA #6, 1/18/19. Provide ducted return for RTU 2A, 6A, 7A in the Southwest Administrative areas per Proposal Request #2, dated 10/04/18	\$189,059.77
	Total	\$267,294.99

The original Contract Sum was\$10,988,535.00
 Net change by previously authorized Change Order.....(\$0.00)
 The Contract Sum prior to this Change Order was.....\$10,988,535.00
 The Contract Sum will be increased by this Change Order in the amount of \$267,294.99
 The new Contract Sum, including this Change Order will be\$11,255,829.99
 The Contract Time will be increased for Item 1.01 and Item 1.02 by Zero (0) Days
 The date of Substantial Completion for Item 1.01 for Larson ES as of the date
 of this Change Order therefore is..... June 17, 2019
 The date of Substantial Completion for Item 1.02 for Lamar HS as of the date
 of this Change Order therefore is..... August 05, 2019

Attachments:

CO No. 1, 02/20/19

CAEA No. 1, Imperial Construction, dated 02/11/19

CAEA No. 6, Imperial Construction, dated 01/18/19

Change Request

To: Arlington ISD

Number: LAR 001

Date: 2/11/19

Job: 18-0738 AISD Lamar/Larson ES

Description: Ducted Returns

We are pleased to offer the following specifications and pricing to make the following changes:

1.1 Add sheet A6.1A to index of drawings.

1.2 Provide ducted return for RTU 3 and 4 in South Administrative areas per attached revised sheets

A6.1A, DM1.1A, M1.1A, E1.1A and E2.0.

? Remove and reinstall ceiling devices as indicated on drawings

? Remove existing ceilings, light fixtures and air diffusers.

? Provide new ACT and gypsum board ceilings, new lighting and new air diffusers as indicated on drawings.

? Paint gypsum boards ceilings P1 per finish legend.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Added Demo/New Ceiling	\$1,555.20	\$3,200.00			\$713.28	\$5,468.48
Demo/Mechanical/Plumbing Work	\$26,942.00	\$24,466.00			\$8,125.00	\$59,533.00
Added Painting in Office Area	\$480.00	\$181.00			\$99.15	\$760.15
Remove/Install Existing Devices	\$1,746.00					\$1,746.00
Final Building Clean(.30 per sf)	\$523.00					\$523.00
					Subtotal:	\$68,030.63
Imperial Markup					15%	\$10,204.59
					<u>Total</u>	<u>\$78,235.22</u>

If you have any questions, please contact me at .

Submitted by: Imperial Construction, Inc.

This proposed change for the subject work requires approval within 5 days. A delinquent response will accrue additional costs that are not included in this proposed change order price. This additional cost will be determined after your proposed change is authorized. Accordingly, upon receipt of your approval, all costs resulting from these additional factors will be submitted to correct the final amount.

Contractor *Tuendin Cerauch* Date 2/11/19

Architect _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Change Request

To: Arlington ISD

Number: 006

Date: 1/8/19

Job: 18-0738 AISD Lamar/Larson ES

Description: CAEA #006- Ducted Returns

We are pleased to offer the following specifications and pricing to make the following changes:

2.1 Provide ducted return for RTU 2A, 6A, 7A in Southwest Administrative areas per attached revised sheets D1.1K, A6.1K, DM1.1K, M1.1K, E1.1K and E4.0.

Remove and reinstall ceiling devices as indicated on drawings

Remove existing ceilings, light fixtures and air diffusers.

Provide new ACT and gypsum board ceilings, new lighting and new air diffusers as indicated on drawings.

Paint gypsum boards ceilings P1 per finish legend.

Revise soffit paint to P6 per finish legend.

2.2 Provide ducted return for RTU 4 and 5 in Instrument Band Room X186 per attached revised sheets D1.2B, A6.2B, DM1.2B, M1.2B, E1.1B, E1.2B and E4.0.

Existing acoustical ceiling diffuser panel to remain.

Remove and reinstall ceiling devices as indicated on drawings

Remove existing ceilings, light fixtures and air diffusers.

Provide new ACT ceilings, new lighting and new air diffusers as indicated on drawings.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Selective Demolition	\$7,980.00	\$720.00	\$650.00		\$1,650.00	\$11,000.00
Drywall	\$11,923.00	\$17,198.00	\$1,353.00		\$4,571.00	\$35,045.00
Fire System	\$1,885.00					\$1,885.00
HVAC	\$17,313.00	\$20,628.00	\$1,961.29		\$7,001.71	\$46,904.00
Painting - Interior	\$4,200.00	\$1,765.00			\$894.75	\$6,859.75
Electrical Sub	\$23,430.63	\$30,381.78			\$5,381.24	\$59,193.65
Final Building Clean(.30 per sf)	\$3,512.40					\$3,512.40
					Subtotal:	\$164,399.80
Imperial Markup					15 %	\$ 24,659.97
					Total	\$189,059.77

If you have any questions, please contact me at .

Submitted by: Imperial Construction, Inc.

Contractor Imperial Construction Date 1/15/19

Architect _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

This proposed change for the subject work requires approval within 5 days. A delinquent response will accrue additional costs that are not included in this proposed change order price. This additional cost will be determined after your proposed change is authorized. Accordingly, upon receipt of your approval, all costs resulting from these additional factors will be submitted to correct the final amount.

Arlington Independent School District Board of Trustees Communication

Meeting Date: April 25, 2019	Consent Item
Subject: Change Order #1 Amending the Contract Amount for Jones Academy Gymnasium and Classroom Addition Construction Project	

Purpose: To give the Board of Trustees the opportunity to consider and act on Change Order #1 amending the contract amount for Jones Academy Gymnasium and Classroom Addition Construction Project.

Background: As a part of the gymnasium and classroom addition construction project at Jones Academy, the General Contractor, Joeris Construction (Joeris), has incurred certain unforeseen costs which cannot be funded through the original, Board approved, construction contract. During the process of drilling the standard cased piers for support of the building foundation, Joeris encountered very hard rock formations, loosely compacted subsoil conditions, and subsurface water flowing into the pier holes. Joeris immediately began working with the architect and the District to identify a plan to mitigate lengthy construction delays and considerable cost increases associated with maintaining the original plan for pier installation. Joeris provided a plan and pricing to make a transition to utilize Auger Cast Piles in lieu of standard cased piers to remedy the challenge. Joeris has submitted Change Order #1 for the Jones Academy Gymnasium and Classroom Addition construction project in the amount of \$402,259.00. This change order is comprised of five main items summarized in the table below.


Stantec Architects (Stantec), the project architect, has reviewed the change order and validated the costs with Joeris and AISD staff.

Change Order Summary:

Item	Description	Cost
1	Construction Change Directive #1 (CCD#1) Credit – Reconciliation of Costs Associated with Underwater Slurry Mix	(\$ 32,550.00)
2	Construction Change Directive #2 (CCD#2) – Auger Cast Piles	\$ 398,988.00
3	Owner’s Allowance for Extended General Conditions	\$ 83,023.00
4	Installation of Bridge Beams and Top Plates	\$ 17,798.00
5	Unused Pier Contingency Allowance Credit	(\$ 65,000.00)
Total of Change Order #1		\$ 402,259.00

Attached are letters from Stantec and Joeris explaining the need for Change Order #1. The original contract amount for the project was \$6,438,000.00. Administration is seeking Board approval for Change Order #1 in the amount of \$402,259.00. Pending approval of Change Order #1 the amended contract amount would be \$6,840,259.00.

Recommendation: Administration Recommends Approval

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  Prepared by: Wm. Kelly Horn Date: April 15, 2019
--	--

April 11, 2019
File: 2140.005.42

Attention: Kelly Horn
1201 Colorado Lane
Arlington, TX 76015

Dear Mr. Horn,

Reference: Auger Cast Piles Change Order #1 to Jones Academy Additions CSP 19-15

Stantec reviewed the CAEA 8 and associated change order #1 documents dated March 18, 2019, as submitted by Joeris General Contractors for the Jones Academy Gym and Classroom Additions project. The additional time and costs appear to be accurate and we recommend that the district approve change order #1. We agree that the unforeseen significant groundwater has caused a schedule delay of approximately eighty-seven (87) days. Joeris performed their due diligence to keep the project moving forward as efficiently as possible during the period of the delay.

We appreciate the partnership we share with Arlington ISD and Joeris as we look forward to completing this project for the students and staff for November of 2019.

Regards,

Stantec Architecture Inc.



Brett Holzle

Senior Project Manager
Phone: 214.473.2572
brett.holzle@stantec.com

Attachment: Change Order #1, CAEA 8

Cc: Richard Flores, Mike Parkos, Jonathan Aldis, Aaron Kuhn, Robert Woy

March 18, 2019

Mr. Richard Flores
1201 Colorado Lane
Arlington, TX 76015

Project: Jones Academy Gym & Classroom Additions

Re: CAEA 008
CCD 001 – Underwater Costs w/Reconcile, CCD 002 – Auger-cast Piles, FPR 008 –
Unforeseen Extended GC's, ASI 008R – Bridge Piers & Top Plates

Dear Mr. Flores:

The additional cost associated with the work outlined in CAEA 008 – Underwater/Auger-cast/Schedule Changes – is attached for your review and approval, along with the subcontractor quotes and a detailed breakdown.

In addition to the cost of work noted above, we are also requesting 87 additional calendar days to perform this work requiring an extension of substantial completion to November 15, 2019. Please reference attached schedule.

ITEM 1 - CCD 001 - Underwater Costs w/Reconcile: -\$32,550

ITEM 2 - CCD 002 - Auger-cast Piles: \$398,988

ITEM 3 - FPR 008: - Owner's Allowance for Extended General Conditions: \$83,023

ITEM 4 - ASI 008R – Installation of Bridge Beams & Top Plates: \$17,798

ITEM 5 - Pier Contingency Allowance – CREDIT \$65,000

Total Cost: \$402,259

Total Days: 99 total – 12 Weather = 87 Days

Costs associated with this Change Order Request will be funded through the following:

- Owner Betterment Contingency
- Change Order to the GMP
- Other _____

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

Meeting Date: April 25, 2019

Consent Item

Subject: Consider Approval of a Resolution Ratifying a Public Utility Easement Agreement for a 0.846-acre tract of land and a 0.287-acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of ARLINGTON ISD FINE ARTS CENTER ADDITION, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas


Purpose: To consider approval of a resolution ratifying a public utility easement agreement for a 0.846-acre tract of land and a 0.287-acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of ARLINGTON ISD FINE ARTS CENTER ADDITION, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas; (locally known as the Fine Arts Center and Athletics Complex, 1201 E. Division Street).

Background: The District is constructing a fine arts center and athletics complex at 1201 E. Division Street, Arlington, Texas. The City of Arlington requires a permanent public utility easement for two areas on the property for public utility entities to lay, construct, reconstruct, inspect, repair, maintain, protect, replace, make connections to, and use lines and facilities for the provision of natural gas, electricity, communication services, and other public utilities. The two easement areas will encompass 36,851.76 sq. ft. or 0.846 acres and 12,504.72 sq. ft. or 0.287 acres.

The easements do not permit any surface use.

The Board president executed the easement agreement on April 9, 2019, so that work by the public utility companies can move forward in accordance with the overall project schedule.

Recommendation: The Administration recommends approval of a resolution ratifying a public utility easement agreement for a 0.846-acre tract of land and a 0.287-acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of ARLINGTON ISD FINE ARTS CENTER ADDITION, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas; (locally known as the Fine Arts Center and Athletics Complex, 1201 E. Division Street).

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p>
	<p>Prepared by: Cindy Powell</p>
	<p>Date: April 16, 2019</p>

Arlington Independent School District Board of Trustees

WHEREAS the District owns certain property on which it is building the Fine Arts Center and Athletics Complex; and

WHEREAS the District would be better served if additional utility service were available at that site; and

WHEREAS making available a public easement for utility service within the community of Arlington would serve the District's purposes; and

WHEREAS utility easements are necessary for the purpose of establishing and maintaining utility service on the property and the nearby area; and

WHEREAS the Board intends to grant a public utility easement for the construction and maintenance of utilities on that property locally known as the Arlington ISD Fine Arts Center and Athletics Complex, 1201 E. Division, Arlington, Texas as described in the Exhibit A hereto; and

WHEREAS the construction of the Fine Arts Center and Athletics Complex needed to have the easement available as soon as possible; and

WHEREAS the Board of Trustees cancelled its regularly scheduled meeting on April 11, 2019, at which the Board planned to execute the easement, and the next scheduled meeting of the Board of Trustees was set for April 25, 2019; and

WHEREAS the construction of the Fine Arts Center and Athletics Complex would be delayed if execution of the public utility easement were delayed for two weeks; and

WHEREAS on April 9, 2019 President of the Board of Trustees Dr. Aaron Reich executed the easement on behalf of the district so construction could stay on schedule; now therefore

BE IT RESOLVED by the Board of Trustees of the Arlington Independent School District that:

1. The Superintendent is authorized to negotiate all necessary legal documents to grant a public utility easement in accordance with the provisions set out herein.
2. The President of the Board of Trustees is authorized to execute all documents required to accomplish the provisions set out herein.
3. The Board of Trustees expressly ratifies the public utility easement executed by the President of the Board of Trustees on behalf of the district.
4. The duration of the easement may be perpetual.
5. The easement is limited to the construction and maintenance of public utilities and regular use thereof.

APPROVED BY THE ARLINGTON ISD BOARD OF TRUSTEES ON APRIL ____, 2019 BY A
VOTE OF ____ TO ____.



President

ATTEST:

Secretary

**TRACT 1
METES AND BOUNDS DESCRIPTION
0.846 ACRES**

BEING a 0.846 acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of **ARLINGTON ISD FINE ARTS CENTER ADDITION**, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at the most northwesterly corner of said **ARLINGTON ISD FINE ARTS CENTER, ADDITION**, said point being in the southerly right-of-way line of East Sanford Street (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 19 seconds East departing the southerly right-of-way of said East Sanford Street a distance of 5.00 feet to a point for corner;

THENCE North 89 degrees 30 minutes 30 seconds East a distance of 2.99 feet to the **POINT OF BEGINNING**;

THENCE, North 89 degrees 30 minutes 30 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 20.05 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 7.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 20.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 36 seconds East for a distance of 217.96 feet to a point for corner;

THENCE, North 89 degrees 35 minutes 24 seconds East for a distance of 25.08 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 15.00 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, South 89 degrees 35 minutes 20 seconds West for a distance of 25.08 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 30 seconds East for a distance of 437.97 feet to a point for corner;

THENCE, North 89 degrees 32 minutes 07 seconds East for a distance of 91.98 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 15.00 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 28 seconds West for a distance of 103.99 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 219.49 feet to a point for corner;

<p><i>SURVEY GROUP</i> SURVEYING * CONSULTING * MANAGEMENT</p>	JOB NO.:	<p>EXHIBIT A</p>
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE:	<p>SHEET NO. 11 OF 13</p>
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063	(817) 354-1445 (817) 354-1451 FAX	

**TRACT 1(CONTINUED)
METES AND BOUNDS DESCRIPTION
0.846 ACRES**

THENCE, North 89 degrees 30 minutes 35 seconds East for a distance of 332.12 feet to a point for corner;
THENCE, South 17 degrees 21 minutes 38 seconds East for a distance of 74.36 feet to a point for corner;
THENCE, North 72 degrees 44 minutes 16 seconds East for a distance of 31.58 feet to a point for corner;
THENCE, North 52 degrees 57 minutes 50 seconds East for a distance of 71.30 feet to a point for corner;
THENCE, North 72 degrees 43 minutes 16 seconds East for a distance of 736.49 feet to a point for corner;
THENCE, South 17 degrees 16 minutes 44 seconds East for a distance of 74.48 feet to a point for corner;
THENCE, South 72 degrees 44 minutes 22 seconds West for a distance of 10.00 feet to a point for corner;
THENCE, North 17 degrees 16 minutes 44 seconds West for a distance of 64.47 feet to a point for corner;
THENCE, South 72 degrees 43 minutes 16 seconds West for a distance of 724.73 feet to a point for corner;
THENCE, South 52 degrees 57 minutes 50 seconds West for a distance of 71.30 feet to a point for corner;
THENCE, South 72 degrees 44 minutes 16 seconds West for a distance of 31.83 feet to a point for corner;
THENCE, South 06 degrees 05 minutes 41 seconds West for a distance of 43.70 feet to a point for corner, said point being in the southerly line of said Lot 1 and the northerly line of said Division Street;
THENCE South 72 degrees 44 minutes 22 seconds West for a distance of 10.89 feet to a point for corner,
THENCE North 06 degrees 05 minutes 41 seconds East for a distance of 43.70 feet to a point for corner;
THENCE South 72 degrees 44 minutes 16 seconds West for a distance of 376.69 feet to a point for corner, said point being in the westerly line of said Lot 1;
THENCE, North 00 degrees 29 minutes 19 seconds West for a distance of 10.44 feet to a point for corner;
THENCE North 72 degrees 44 minutes 16 seconds East a distance of 373.05 feet to a point for corner;
THENCE North 17 degrees 21 minutes 38 seconds West a distance of 66.93 feet to a point for corner;
THENCE South 89 degrees 30 minutes 35 seconds West a distance of 334.70 feet to a point for corner;
THENCE North 00 degrees 29 minutes 31 seconds West a distance of 945.51 feet to the **POINT OF BEGINNING**;
CONTAINING a computed area of 0.846 acres or 36,843 square feet of land, more or less.

SURVEY GROUP <i>SURVEYING * CONSULTING * MANAGEMENT</i>	JOB NO.:	EXHIBIT A
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE:	SHEET NO. 12 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063	(817) 354-1445 (817) 354-1451 FAX	

**TRACT 2
METES AND BOUNDS DESCRIPTION
0.287 ACRES**

BEING a 0.287 acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of **ARLINGTON ISD FINE ARTS CENTER ADDITION**, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at the most northwesterly corner of said **ARLINGTON ISD FINE ARTS CENTER, ADDITION**, said point being in the southerly right-of-way line of East Sanford Street (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 19 seconds East departing the southerly right-of-way of said East Sanford Street a distance of 5.00 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 30 seconds East a distance of 17.99 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 20.05 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 7.00 feet to a point for corner;

THENCE South 00 degrees 34 minutes 04 seconds East a distance of 4.95 feet to the **POINT OF BEGINNING**;

THENCE North 89 degrees 30 minutes 29 seconds East a distance of 176.33 feet to a point for corner;

THENCE North 44 degrees 30 minutes 29 seconds East a distance of 25.39 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 1032.38 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 7.04 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 30 seconds East for a distance of 10.05 feet to a point for corner;

THENCE South 00 degrees 52 minutes 48 seconds East a distance of 17.04 feet to the a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 1038.30 feet to a point for corner;

THENCE, South 44 degrees 30 minutes 29 seconds West for a distance of 25.39 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 180.47 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 10.00 feet to the **POINT OF BEGINNING**;

CONTAINING a computed area of 0.287 acres or 12,512 square feet of land, more or less.

SURVEY GROUP <i>SURVEYING * CONSULTING * MANAGEMENT</i>	JOB NO.:	EXHIBIT A
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE:	SHEET NO. 13 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063	(817) 354-1445 (817) 354-1451 FAX	

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

PUBLIC UTILITY EASEMENT

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

THAT ARLINGTON INDEPENDENT SCHOOL DISTRICT, a local unit of government, duly organized and operating under the laws of the State of Texas, acting by and through Aaron Reich, its Board of Trustees President, of the County of Tarrant, State of Texas, hereinafter called Grantor, does hereby convey, dedicate, set apart, and reserve to the public a perpetual non-exclusive utility easement (hereafter, "Easement") in, under, over, through, across, and along the following described property:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE FOR ALL INTENTS AND PURPOSES

1. The Easement is for the use of public utilities to lay, construct, reconstruct, inspect, repair, maintain, protect, replace, make connections to, and use lines and facilities for the provision of natural gas, electricity, communication services, and other public utilities, together with all necessary appurtenances thereto (hereafter, "Facilities"), and including the right to make the improvements on such grade and according to such plans and specifications as will, in the utility provider's opinion, best serve the public purpose.
2. The dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to Grantor as the owner of certain adjacent property by reason of the Facilities, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. The public utilities shall have the right to forbid, prevent, remove and keep removed from the Easement any and all structures, fences, trees, shrubs, excavations, impoundments of water, grade or elevation changes and any other obstructions or encroachments which may endanger or interfere with the use and enjoyment of the Easement; together with the right and privilege at any and all times to enter said Easement, or any part thereof, for the purpose of exercising the said rights and with the right and privilege to perform all acts necessary to the use and enjoyment of said Easement.
4. The use, occupancy, and enjoyment of the fee simple title not necessary for or interfering with the Easement shall remain in Grantor, and the heirs, successors, and assigns thereof. Such use, occupancy, and enjoyment may include, but is not limited to, ingress and egress across the Easement, landscaping, parking areas, and driveways, insofar as the same do not interfere with the use of Easement by the public utilities.
5. The Easement and the terms hereof shall be a covenant running with the land and be binding upon Grantor and the heirs, successors, and assigns thereof.

6. This Easement shall be construed according to the laws of the State of Texas.

TO HAVE AND TO HOLD said Easement unto the public forever.

WITNESS my hand this 9th day of April, 2019.

[Handwritten Signature] (CS)

Arlington Independent School District
By: Dr. Aaron Reich
Title: President, Board of Trustees

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

Acknowledgment

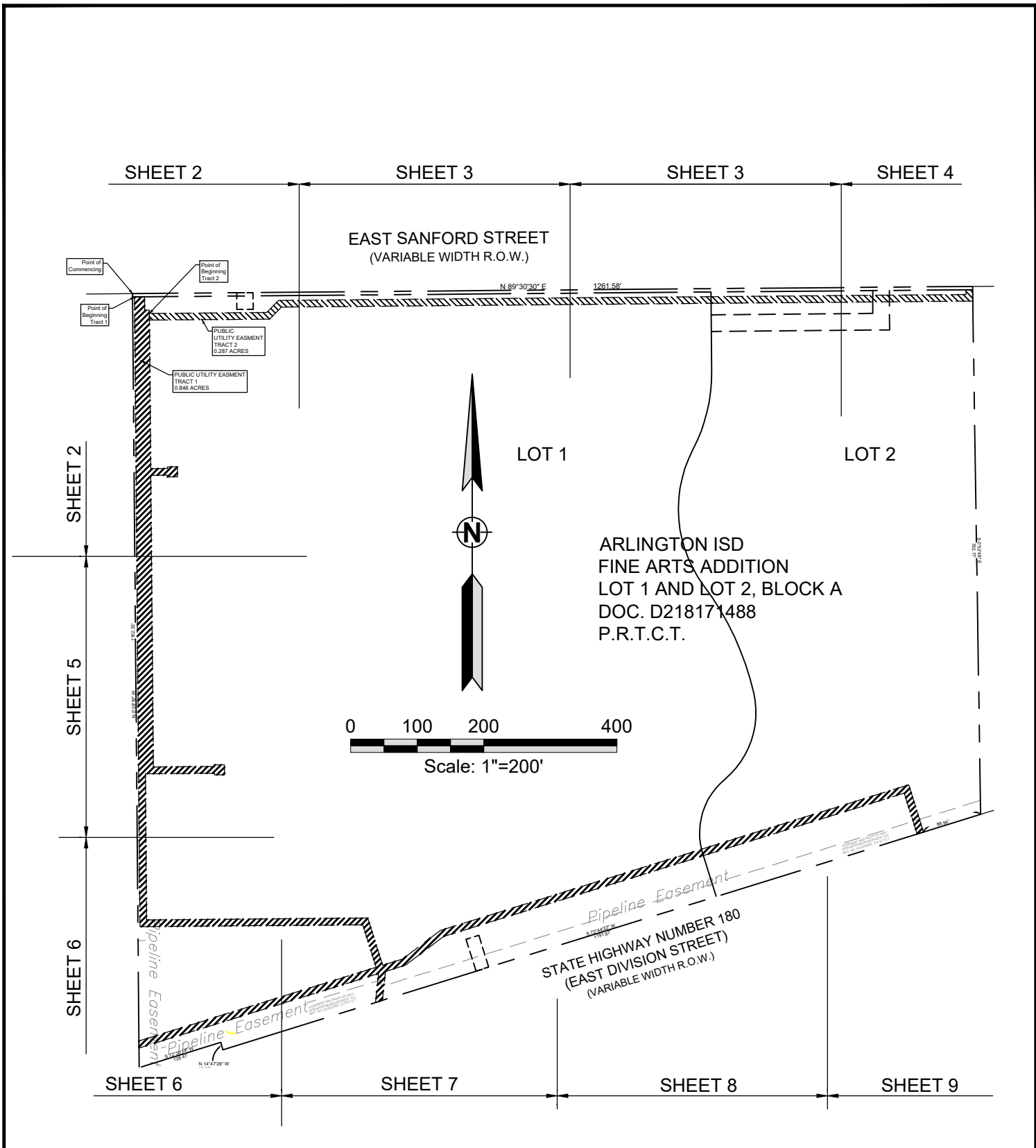
BEFORE ME, the undersigned authority, on this day personally appeared **Dr. Aaron Reich**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the said **Arlington Independent School District**, and that he executed the same as the President of the Board of Trustees of such independent school district, for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office this 9th day of April, 2019.

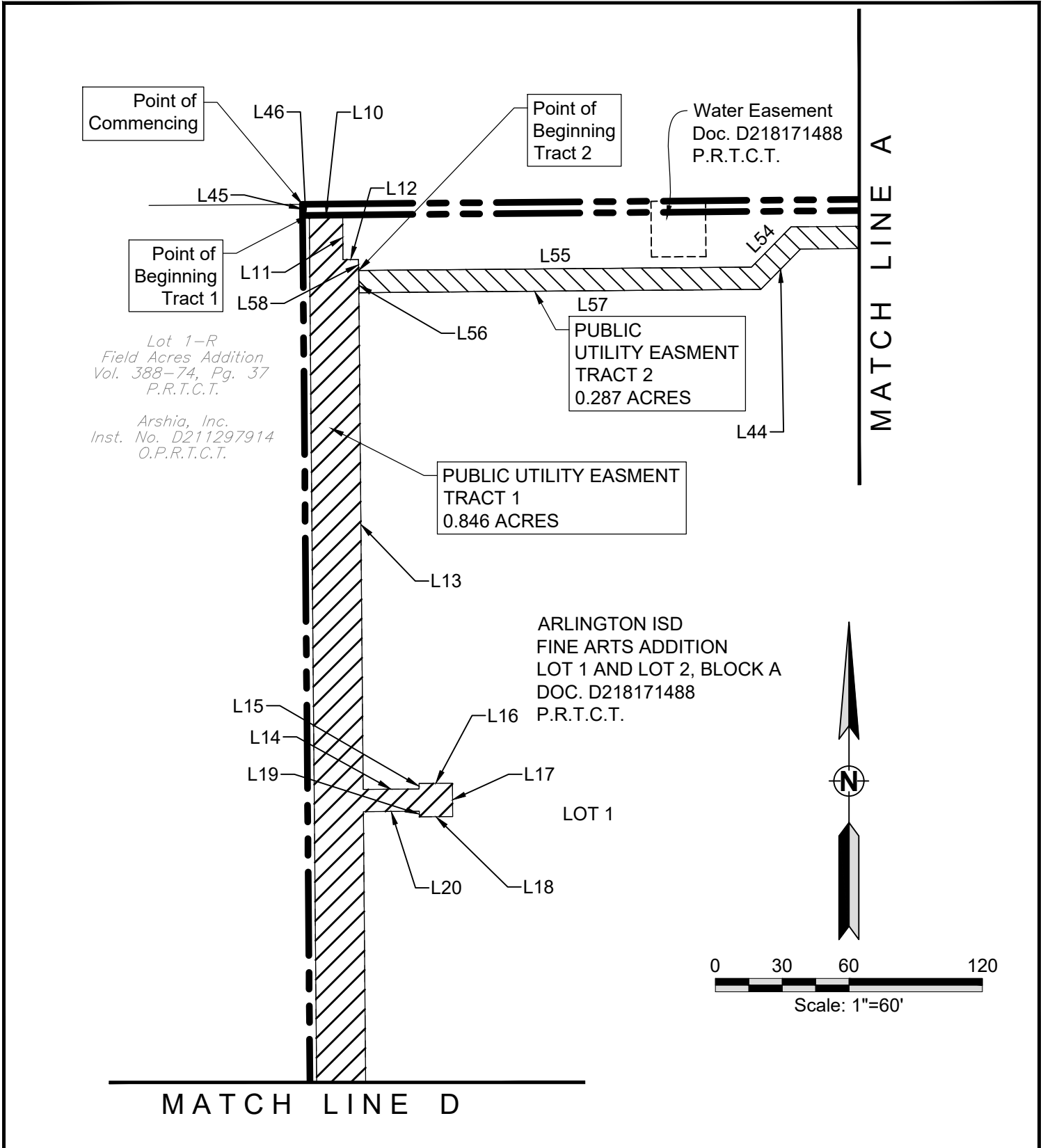


Lisa Ann Benjamin
Notary Public in and for
the State of Texas

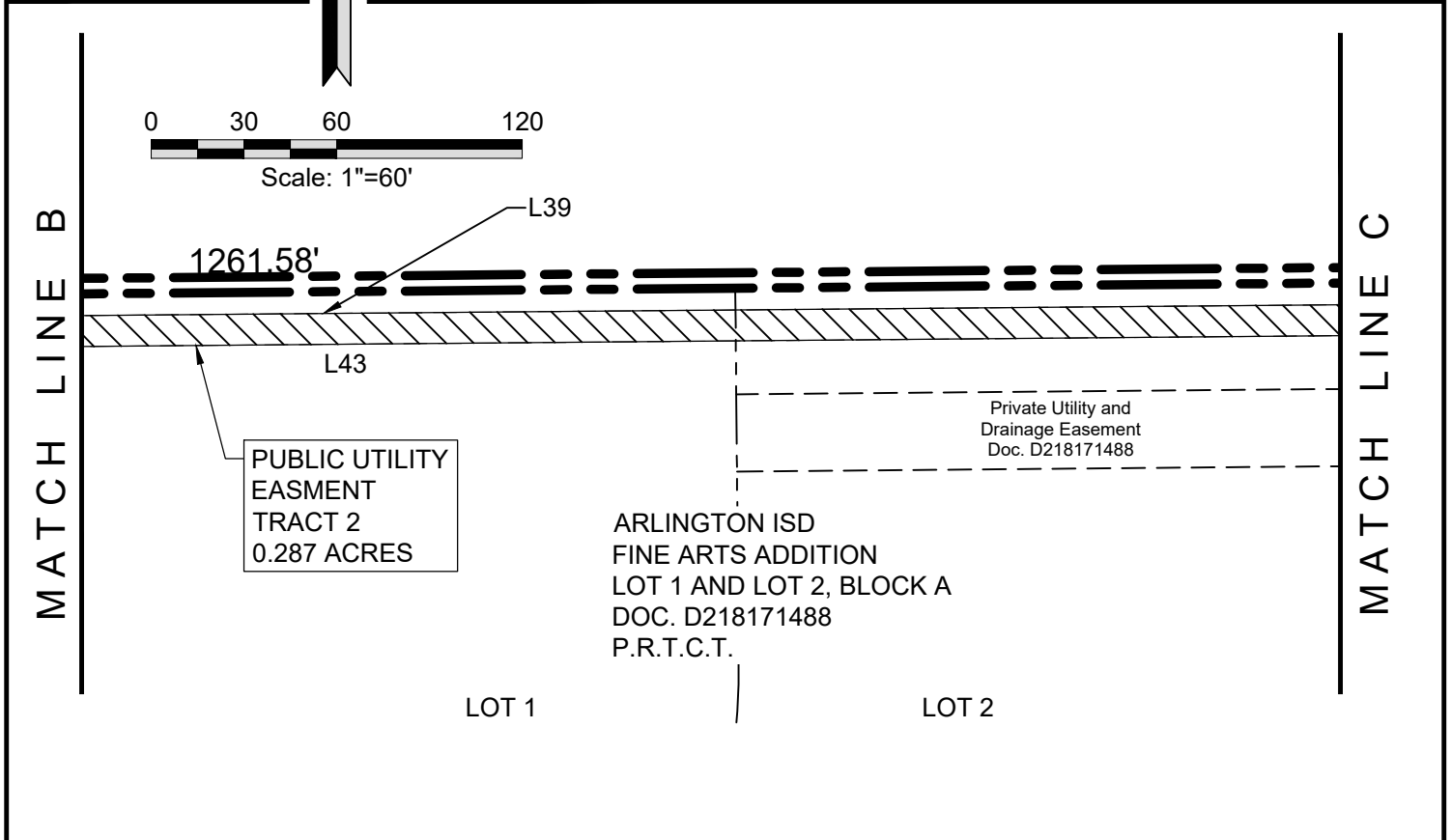
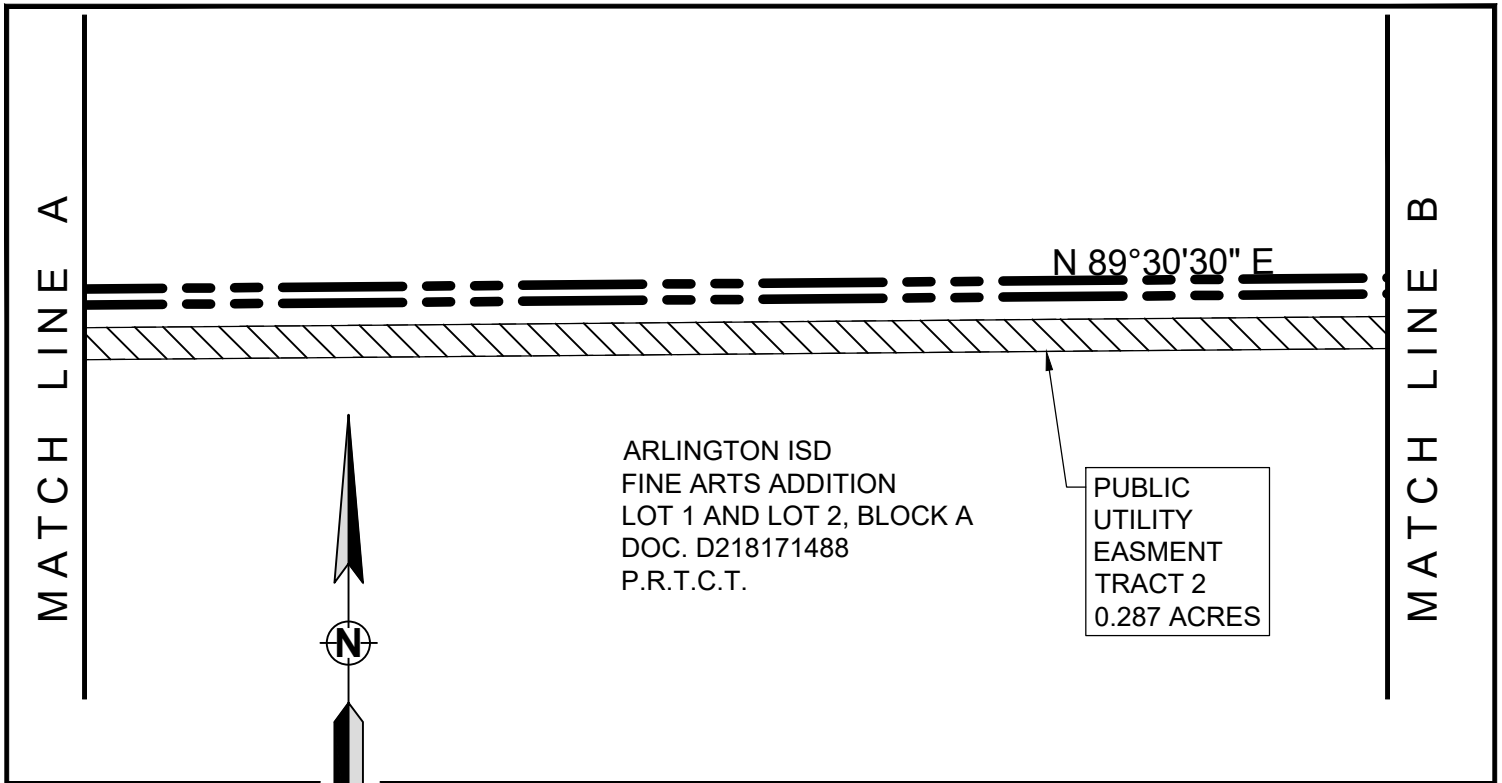
My commission expires on 9/15/2021



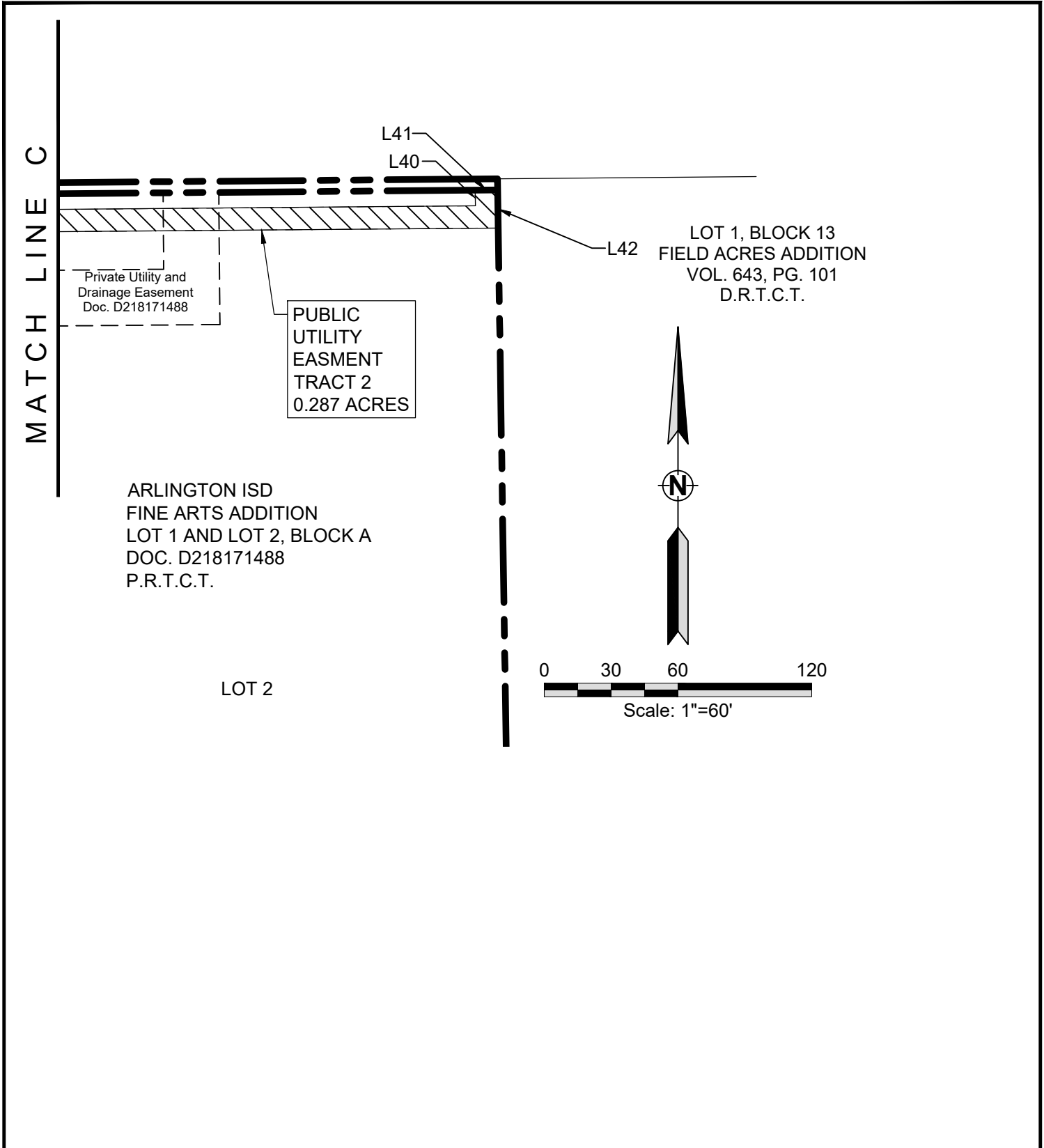
SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT TBPS No. 101733-00 1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	JOB NO.:	SKETCH
	DATE: MARCH 14, 2019	PUBLIC UTILITY EASEMENT
	SCALE: 1" = 200'	
	DRAWN BY: R.M.	SHEET NO. 1 OF 13



SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT	JOB NO.:	SKETCH
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE: 1" = 60'	SHEET NO. 2 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	DRAWN BY: R.M.	

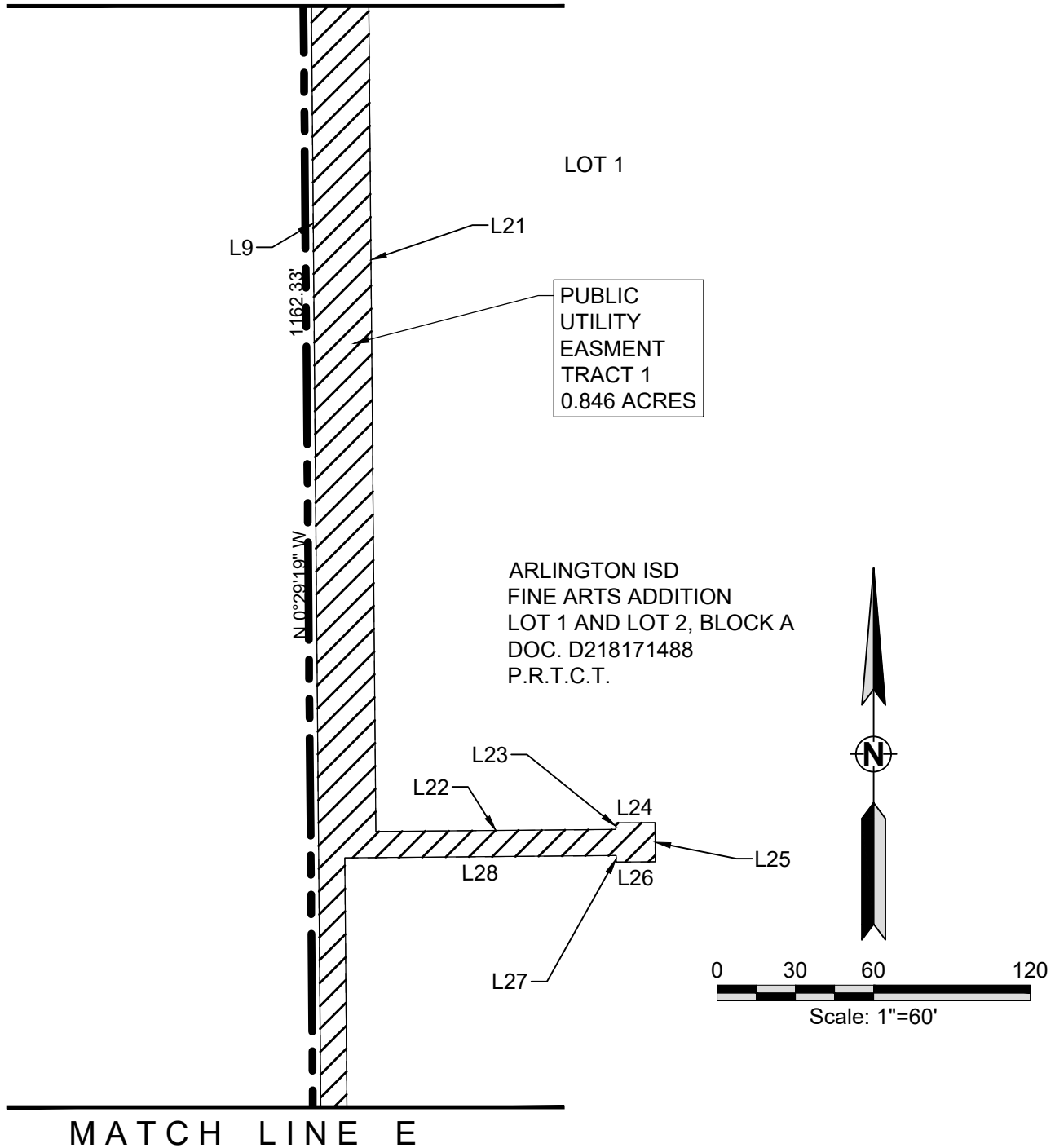


SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT	JOB NO.:	SKETCH
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE: 1" = 50'	SHEET NO. 3 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	DRAWN BY: R.M.	



SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT	JOB NO.:	SKETCH PUBLIC UTILITY EASEMENT
	DATE:	
TBPS No. 101733-00 1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	SCALE:	1" = 50'
	DRAWN BY:	R.M.
		SHEET NO. 4 OF 13

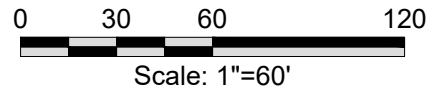
MATCH LINE D



LOT 1

PUBLIC UTILITY EASEMENT TRACT 1 0.846 ACRES

ARLINGTON ISD FINE ARTS ADDITION LOT 1 AND LOT 2, BLOCK A DOC. D218171488 P.R.T.C.T.



MATCH LINE E

SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT	JOB NO.:	SKETCH PUBLIC UTILITY EASEMENT
	DATE:	
TBPS No. 101733-00 1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	SCALE:	SHEET NO. 5 OF 13
	DRAWN BY:	R.M.

MATCH LINE E

MATCH LINE F

L29

L30

L8

PUBLIC
UTILITY
EASEMENT
TRACT 1
0.846 ACRES

ARLINGTON ISD
FINE ARTS ADDITION
LOT 1 AND LOT 2, BLOCK A
DOC. D218171488
P.R.T.C.T.

L6

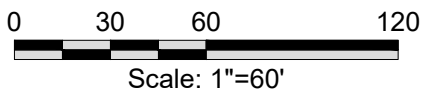
L4

L5

S 72°36'14" W
128.41'

N 14°47'26" W
12.00'

STATE HIGHWAY NUMBER 180
(EAST DIVISION STREET)
(VARIABLE WIDTH R.O.W.)



SURVEY GROUP

SURVEYING * CONSULTING * MANAGEMENT

TBPS No. 101733-00

1475 HERITAGE PARKWAY, SUITE 217
MANSFIELD, TEXAS 76063

(817) 354-1445
(817) 354-1451 FAX

JOB NO.:

DATE:

MARCH 14, 2019

SCALE:

1" = 50'

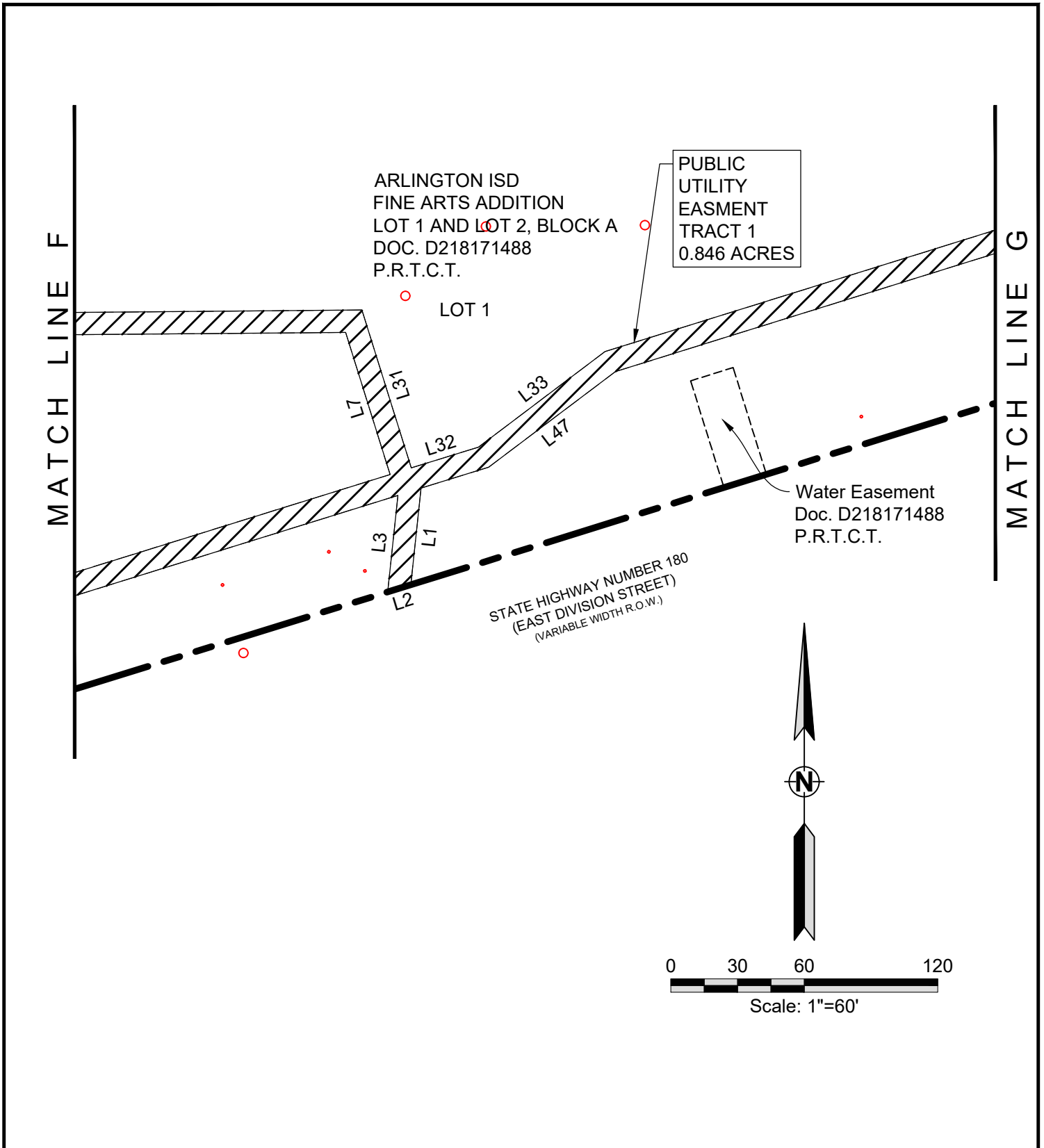
DRAWN BY:

R.M.

SKETCH

PUBLIC UTILITY
EASEMENT

SHEET NO. 6 OF 13

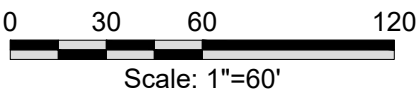


SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT	JOB NO.:	SKETCH
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE: 1" = 50'	SHEET NO. 7 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063	DRAWN BY: R.M.	
(817) 354-1445 (817) 354-1451 FAX		

MATCH LINE G

MATCH LINE H

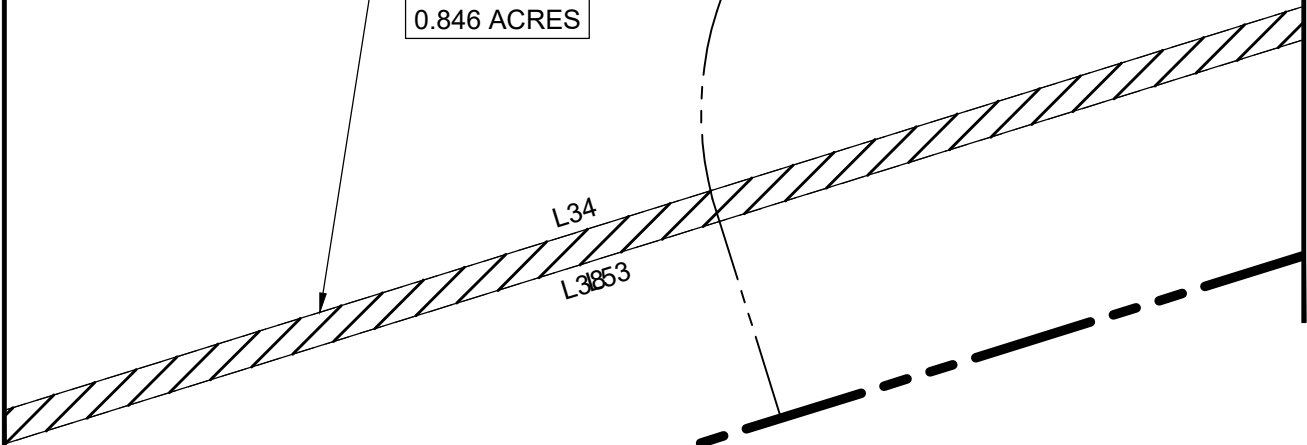
ARLINGTON ISD
FINE ARTS ADDITION
LOT 1 AND LOT 2, BLOCK A
DOC. D218171488
P.R.T.C.T.



LOT 1

LOT 2

PUBLIC
UTILITY
EASEMENT
TRACT 1
0.846 ACRES



SURVEY GROUP
SURVEYING * CONSULTING * MANAGEMENT

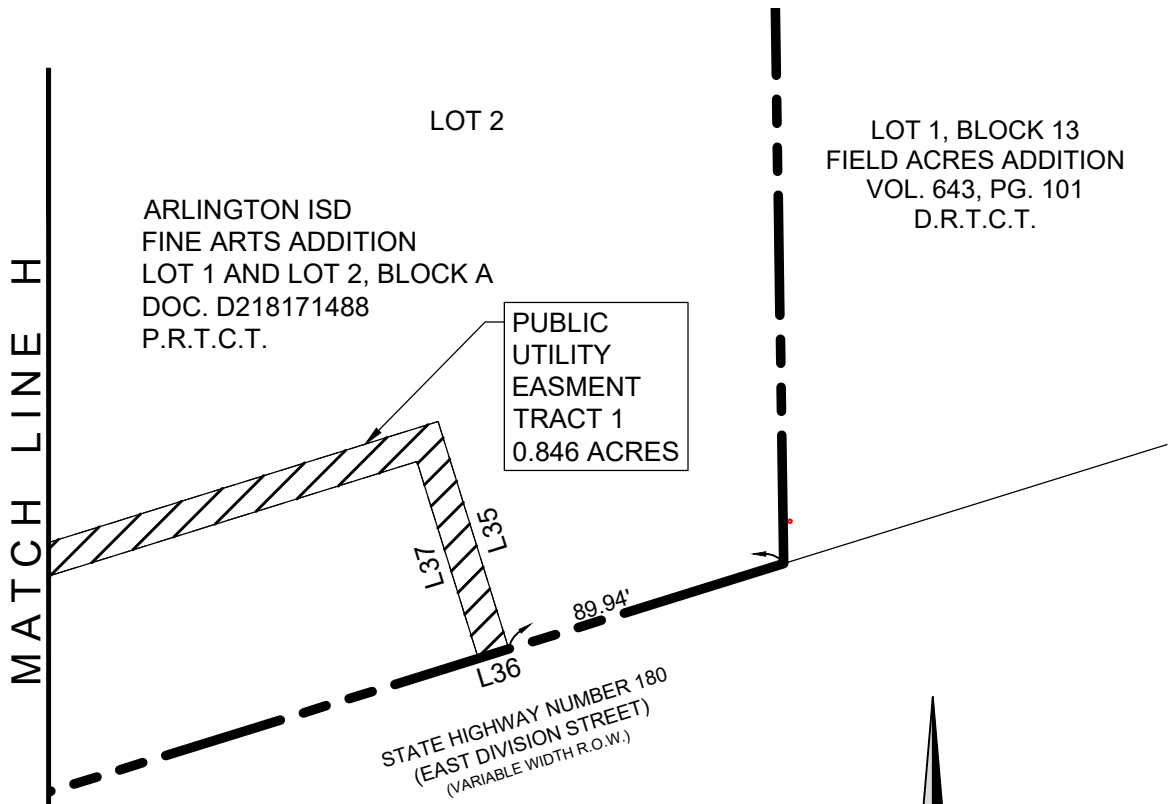
TBPS No. 101733-00

1475 HERITAGE PARKWAY, SUITE 217
MANSFIELD, TEXAS 76063

(817) 354-1445
(817) 354-1451 FAX

JOB NO.:	
DATE:	MARCH 14, 2019
SCALE:	1" = 50'
DRAWN BY:	R.M.

SKETCH
PUBLIC UTILITY EASEMENT
SHEET NO. 8 OF 13



MATCH LINE A

SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT	JOB NO.:	SKETCH PUBLIC UTILITY EASEMENT
	DATE:	
TBPS No. 101733-00 1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	SCALE:	SHEET NO. 9 OF 13
	DRAWN BY:	R.M.

Line Table		
Line #	Length	Direction
L1	43.70	S06° 05' 41"W
L2	10.89	S72° 44' 22"W
L3	43.70	N06° 05' 41"E
L4	376.69	S72° 44' 16"W
L5	10.44	N00° 29' 19"W
L6	373.05	N72° 44' 16"E
L7	66.93	N17° 21' 38"W
L8	334.70	S89° 30' 35"W
L9	945.51	N00° 29' 31"W
L10	15.00	N89° 30' 30"E
L11	20.05	S00° 29' 31"E
L12	7.00	N89° 30' 29"E
L13	237.95	S00° 29' 36"E
L14	25.08	N89° 35' 24"E
L15	2.50	N00° 29' 31"W
L16	15.00	N89° 30' 29"E
L17	15.00	S00° 29' 31"E
L18	15.00	S89° 30' 29"W
L19	2.50	N00° 29' 31"W
L20	25.08	S89° 35' 20"W

Line Table		
Line #	Length	Direction
L21	437.97	S00° 29' 30"E
L22	91.98	N89° 32' 07"E
L23	2.50	N00° 29' 31"W
L24	15.00	N89° 30' 29"E
L25	15.00	S00° 29' 31"E
L26	15.00	S89° 30' 29"W
L27	2.50	N00° 29' 31"W
L28	103.99	S89° 30' 28"W
L29	219.49	S00° 29' 31"E
L30	332.12	N89° 30' 35"E
L31	74.36	S17° 21' 38"E
L32	31.58	N72° 44' 16"E
L33	71.30	N52° 57' 50"E
L34	736.49	N72° 43' 16"E
L35	74.48	S17° 16' 44"E
L36	10.00	S72° 44' 22"W
L37	64.47	N17° 16' 44"W
L38	724.73	S72° 43' 16"W
L39	1032.28	N89° 30' 29"E
L40	7.04	N00° 29' 31"W

Line Table		
Line #	Length	Direction
L41	10.05	N89° 30' 30"E
L42	17.04	S00° 52' 48"E
L43	1038.30	S89° 30' 29"W
L44	25.39	S44° 30' 29"W
L45	5.00	S00° 29' 19"E
L46	2.99	N89° 30' 30"E
L47	71.30	S52° 57' 50"W
L53	724.73	S72° 43' 16"W
L54	25.39	N44° 30' 29"E
L55	176.33	N89° 30' 29"E
L56	10.00	N00° 29' 31"W
L57	180.47	S89° 30' 29"W
L58	4.95	S00° 34' 04"E

SURVEY GROUP SURVEYING * CONSULTING * MANAGEMENT TBPS No. 101733-00 1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	JOB NO.:	SKETCH PUBLIC UTILITY EASEMENT SHEET NO. 10 OF 13
	DATE: MARCH 14, 2019	
	SCALE:	
	DRAWN BY: R.M.	

**TRACT 1
METES AND BOUNDS DESCRIPTION
0.846 ACRES**

BEING a 0.846 acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of **ARLINGTON ISD FINE ARTS CENTER ADDITION**, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at the most northwesterly corner of said **ARLINGTON ISD FINE ARTS CENTER, ADDITION**, said point being in the southerly right-of-way line of East Sanford Street (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 19 seconds East departing the southerly right-of-way of said East Sanford Street a distance of 5.00 feet to a point for corner;

THENCE North 89 degrees 30 minutes 30 seconds East a distance of 2.99 feet to the **POINT OF BEGINNING**;

THENCE, North 89 degrees 30 minutes 30 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 20.05 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 7.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 20.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 36 seconds East for a distance of 217.96 feet to a point for corner;

THENCE, North 89 degrees 35 minutes 24 seconds East for a distance of 25.08 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 15.00 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, South 89 degrees 35 minutes 20 seconds West for a distance of 25.08 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 30 seconds East for a distance of 437.97 feet to a point for corner;

THENCE, North 89 degrees 32 minutes 07 seconds East for a distance of 91.98 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 15.00 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 15.00 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 2.50 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 28 seconds West for a distance of 103.99 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 219.49 feet to a point for corner;

<p><i>SURVEY GROUP</i> SURVEYING * CONSULTING * MANAGEMENT</p>	JOB NO.:	<p>EXHIBIT A</p>
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE:	<p>SHEET NO. 11 OF 13</p>
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063	(817) 354-1445 (817) 354-1451 FAX	

**TRACT 1(CONTINUED)
METES AND BOUNDS DESCRIPTION
0.846 ACRES**

THENCE, North 89 degrees 30 minutes 35 seconds East for a distance of 332.12 feet to a point for corner;
THENCE, South 17 degrees 21 minutes 38 seconds East for a distance of 74.36 feet to a point for corner;
THENCE, North 72 degrees 44 minutes 16 seconds East for a distance of 31.58 feet to a point for corner;
THENCE, North 52 degrees 57 minutes 50 seconds East for a distance of 71.30 feet to a point for corner;
THENCE, North 72 degrees 43 minutes 16 seconds East for a distance of 736.49 feet to a point for corner;
THENCE, South 17 degrees 16 minutes 44 seconds East for a distance of 74.48 feet to a point for corner;
THENCE, South 72 degrees 44 minutes 22 seconds West for a distance of 10.00 feet to a point for corner;
THENCE, North 17 degrees 16 minutes 44 seconds West for a distance of 64.47 feet to a point for corner;
THENCE, South 72 degrees 43 minutes 16 seconds West for a distance of 724.73 feet to a point for corner;
THENCE, South 52 degrees 57 minutes 50 seconds West for a distance of 71.30 feet to a point for corner;
THENCE, South 72 degrees 44 minutes 16 seconds West for a distance of 31.83 feet to a point for corner;
THENCE, South 06 degrees 05 minutes 41 seconds West for a distance of 43.70 feet to a point for corner, said point being in the southerly line of said Lot 1 and the northerly line of said Division Street;
THENCE South 72 degrees 44 minutes 22 seconds West for a distance of 10.89 feet to a point for corner,
THENCE North 06 degrees 05 minutes 41 seconds East for a distance of 43.70 feet to a point for corner;
THENCE South 72 degrees 44 minutes 16 seconds West for a distance of 376.69 feet to a point for corner, said point being in the westerly line of said Lot 1;
THENCE, North 00 degrees 29 minutes 19 seconds West for a distance of 10.44 feet to a point for corner;
THENCE North 72 degrees 44 minutes 16 seconds East a distance of 373.05 feet to a point for corner;
THENCE North 17 degrees 21 minutes 38 seconds West a distance of 66.93 feet to a point for corner;
THENCE South 89 degrees 30 minutes 35 seconds West a distance of 334.70 feet to a point for corner;
THENCE North 00 degrees 29 minutes 31 seconds West a distance of 945.51 feet to the **POINT OF BEGINNING**;
CONTAINING a computed area of 0.846 acres or 36,843 square feet of land, more or less.

SURVEY GROUP <i>SURVEYING * CONSULTING * MANAGEMENT</i>	JOB NO.:	EXHIBIT A
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE:	SHEET NO. 12 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063	(817) 354-1445 (817) 354-1451 FAX	

**TRACT 2
METES AND BOUNDS DESCRIPTION
0.287 ACRES**

BEING a 0.287 acre tract of land situated in the JOEL BLACKWELL SURVEY, ABSTRACT NO. 147, in the City of Arlington, Tarrant County, Texas, and being a portion of Lot 1 and Lot 2 of **ARLINGTON ISD FINE ARTS CENTER ADDITION**, an addition to the City of Arlington, Texas according to the plat thereof recorded in Document D218171488, Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at the most northwesterly corner of said **ARLINGTON ISD FINE ARTS CENTER, ADDITION**, said point being in the southerly right-of-way line of East Sanford Street (a variable width right-of-way);

THENCE South 00 degrees 29 minutes 19 seconds East departing the southerly right-of-way of said East Sanford Street a distance of 5.00 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 30 seconds East a distance of 17.99 feet to a point for corner;

THENCE, South 00 degrees 29 minutes 31 seconds East for a distance of 20.05 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 7.00 feet to a point for corner;

THENCE South 00 degrees 34 minutes 04 seconds East a distance of 4.95 feet to the **POINT OF BEGINNING**;

THENCE North 89 degrees 30 minutes 29 seconds East a distance of 176.33 feet to a point for corner;

THENCE North 44 degrees 30 minutes 29 seconds East a distance of 25.39 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 29 seconds East for a distance of 1032.38 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 7.04 feet to a point for corner;

THENCE, North 89 degrees 30 minutes 30 seconds East for a distance of 10.05 feet to a point for corner;

THENCE South 00 degrees 52 minutes 48 seconds East a distance of 17.04 feet to the a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 1038.30 feet to a point for corner;

THENCE, South 44 degrees 30 minutes 29 seconds West for a distance of 25.39 feet to a point for corner;

THENCE, South 89 degrees 30 minutes 29 seconds West for a distance of 180.47 feet to a point for corner;

THENCE, North 00 degrees 29 minutes 31 seconds West for a distance of 10.00 feet to the **POINT OF BEGINNING**;

CONTAINING a computed area of 0.287 acres or 12,512 square feet of land, more or less.

SURVEY GROUP <i>SURVEYING * CONSULTING * MANAGEMENT</i>	JOB NO.:	EXHIBIT A
	DATE: MARCH 14, 2019	
TBPS No. 101733-00	SCALE:	SHEET NO. 13 OF 13
1475 HERITAGE PARKWAY, SUITE 217 MANSFIELD, TEXAS 76063 (817) 354-1445 (817) 354-1451 FAX	DRAWN BY: R.M.	

Arlington Independent School District Board of Trustees Communication

Meeting Date: April 25, 2019

Consent


Subject: Real Property Purchase and Sale Agreement and a Resolution to Approve the Sale of Delinquent Tax Property Described as a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas.

Purpose: To consider a real property purchase and sale agreement and a resolution approving the sale of delinquent tax property described as a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas, which was previously struck off the tax rolls due to unpaid taxes.

Background: The District has received an offer to purchase a tax foreclosure property located at 2328 E. Park Row, Arlington, Texas. The tract is approximately 3.4879 acres in size, and was struck-off the tax rolls on December 8, 2004. The total amount of taxes owed to all entities at the date the property was struck-off was \$226,280.14. The offer received for the property is \$450,000, which is more than the total taxes and related fees owed on the property. Since the offer is more than the amount due for taxes and related fees, the Arlington ISD is the only one of the taxing entities with a lien on this property required to approve the offer. The realtor commission on the transaction is \$27,000.

If the offer is approved, AISD's share of the sales proceeds will be \$200,423.53 which is \$88,391.94 more than the \$112,031.59 property taxes owed to AISD on the property at the time it was struck-off (\$200,423.53 net sales proceeds allocated to AISD less \$112,031.59 taxes owed to AISD at date property was struck-off = \$88,391.94 excess proceeds). By placing the property back on the tax rolls, tax revenues will be collected on the property and the District will no longer be responsible for maintaining the property.

RECOMMENDATION: The administration recommends approval of the real property purchase and sale agreement and a resolution approving the sale of delinquent tax property described as a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <p>Prepared by: Cindy Powell</p> <p>Date: March 30, 2019</p>
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**RESOLUTION APPROVING THE SALE OF CERTAIN REAL PROPERTY
ACQUIRED AT A DELINQUENT TAX FORCLOSURE SALE**

Date: April 25, 2019

Seller: Arlington Independent School District, 1203 W. Pioneer Pkwy., Arlington, TX 76013

Property: The land commonly known as "2328 E. Park Row Drive E, Arlington, Texas, 76010" and more fully described as "CALDWELL, PINCKNEY SURVEY ABSTRACT 364 TRACT 1B06, CITY OF ARLINGTON, COUNTY OF TARRANT, TEXAS."

WHEREAS Arlington Independent School District, for itself and the use and benefit of Tarrant County and City of Arlington, acquired title to a certain tract of real estate at a Constable's sale held on the 7th day of December 2004, in Cause No. L16652-99 Arlington ISD v. Herman Roger Lawler; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Arlington Independent School District, by and through its governing body, to resale the property; and

WHEREAS, it is in the best interest of Arlington Independent School District and its taxpayers to return this property to a productive use; and

WHEREAS, JYJ Park Row, Inc., a Texas Corporation, has made an offer to purchase the property for the sum of four hundred fifty thousand and no/100 dollars (\$450,000.00);

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ARLINGTON INDEPENDENT SCHOOL DISTRICT THAT:

The Board President of Arlington I.S.D. is authorized to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to JYJ Park Row, Inc., for the sum of \$450,000.00 to be paid by purchaser within 90 days of today's date contingent on the favorable result of a 30 day inspection period. Said sale is authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code.

APPROVED by Arlington ISD Board of Trustees at a meeting held on the 25th day of April, 2019, in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding sale of real estate, by a vote of ____ to ____.

By: _____

President Board of Trustees

ATTEST:

By: _____
Secretary of the Board

FINANCIAL IMPACT OF BID ACCEPTANCE

BID FOR: 2328 E Park Row
 PROP. NO. 03836916
 PROPOSED BID: \$450,000.00
 CAUSE NO: L-16652-99

TAXES DUE JURISDICTION AT THE TIME OF SALE	RATIO
Arlington ISD	\$112,031.59 49.51%
City of Arlington	\$65,685.40 29.03%
Tarrant County	\$48,563.15 21.46%
 Total Judgment Taxes 1977-2003	 \$226,280.14 100.00%

Bid Amount:		\$450,000.00
Less:	6% Realtor Commission	(\$27,000.00)
	Health & Safety Liens, post sale	\$0.00
	Publication Fees	\$0.00
	Ad Litem Fees	\$0.00
	Court Costs due District Clerk	(\$1,066.00)
	Sheriff Levy/Execution	\$0.00
	Misc. Fees due PBFCM	\$0.00
	Resale Deed Fee	\$0.00

Amount left to apply to judgment taxes \$421,934.00

Arlington ISD	\$112,031.59
City of Arlington	\$65,685.40
Tarrant County	\$48,563.15

2004 post-judgment taxes (if paid by 3/31/2019) \$17,120.82

Excess: \$178,533.04

Distribute as follows:

Arlington ISD	\$88,391.94
City of Arlington	\$51,825.20
Tarrant County	\$38,315.90

NET TO ARLINGTON ISD	\$200,423.53
NET TO CITY OF ARLINGTON	\$117,510.60
NET TO TARRANT COUNTY	\$86,879.05

Current Appraised Value: \$303,874.00

REAL PROPERTY PURCHASE AND SALE
AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2019 (the "Effective Date") by and between ARLINGTON INDEPENDENT SCHOOL DISTRICT, in trust for the use and benefit of itself and the City of Arlington, and Tarrant County ("Seller"), and JYJ Park Row, Inc., ("Buyer").

RECITALS:

- A. Seller is the owner of certain property located in Arlington, Tarrant County, Texas.
- B. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. Sale of Property. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign to Buyer, and Buyer agrees to buy from Seller, that certain real property comprising approximately 3.453 acres of land located in Arlington, Tarrant County, Texas, described or shown on Exhibit A attached hereto and made a part hereof, together with (a) all appurtenances, easements and privileges thereto belonging, including all right, title and interest of Seller in and to any easements, strips, gores, appurtenances, streets, alleys or ways adjoining such real property, and (b) any water rights owned by, or leased to Seller, to the extent relating to such real property (collectively, the "Property").
2. Definitions. For purposes of this Agreement, the following terms are defined as hereinafter set forth:
- A. "Closing" shall mean the execution and delivery of the Transaction Documents (as defined herein) and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property below.
- B. "Closing Date" shall mean the date on which Closing shall occur, as set forth in Section 8.
- C. "Encumbrance" shall mean and include any charge, claim, condition, lien, option, security interest, right of first refusal, or other restriction or encumbrance on title recorded of record.
- D. "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such

statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300 et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); and (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.).

E. "Hazardous Materials" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

F. "Purchase Price" shall mean the total consideration to be paid by Buyer to Seller for the Property, as specified in Section 3 of this Agreement.

G. "Transaction Documents" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. **Price / Deposits.** The total Purchase Price for the Property shall be an amount equal to FOUR HUNDRED FIFTY THOUSAND and No/100 Dollars (\$450000.00) (the "Purchase Price"). The Purchase Price shall be due and payable as follows:

A. Within three (3) Business Days (as defined herein) after the Effective Date, Buyer shall deposit the amount of \$10,000.00 (the "Deposit") with Lawyers Title, 1400 W. Abram St., Arlington, Texas 76013 Attn: Martha Cunningham, as escrow agent (the "Title Company"). Subject to Title Company minimum account requirements, the Deposit shall be held in an interest-bearing account. For purposes of this Agreement, any and all interest earned on the Deposit during the time the same is held in escrow shall be included within the definition of the term "Deposit" and shall be disbursed together with the Deposit. Upon the expiration of the Inspection Period (as defined herein), the Deposit shall become non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement). The Deposit shall be credited to Buyer at the time of Closing. The Deposit shall be disposed of by the Title Company only as provided in this Agreement.

B. The remaining balance of the Purchase Price shall be paid to Seller at Closing by wire transfer of immediately available funds, subject to adjustments and prorations, as provided herein.

4. **Execution / Calculation of Time.**

A. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties

designated as signatories herein. A facsimile copy or electronic copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

B. **Calculation of Time.** All references to days shall mean calendar days unless Business Days are specifically stated. "Business Days" shall mean Monday through Friday, and exclude Saturdays, Sundays and holidays observed by federal savings banks in the State of Texas. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day. Unless otherwise specified, all time periods shall end at 11:59 p.m., Arlington, Texas time.

5. **Independent Consideration.** In the event this Agreement is terminated for any reason, Title Company shall deduct from the Deposit and pay to Seller the amount of \$100.00 ("Independent Consideration"), which amount the parties bargained for and agreed to as consideration for Buyer's exclusive right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and it is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement; provided, that if the transaction contemplated by this Agreement is consummated, the Independent Consideration shall be applied to the Purchase Price at Closing.

6. **Survey.** Within two (2) Business Days after the Effective Date, Seller shall deliver to Buyer any on the ground boundary survey that Seller may have in its actual possession or control with respect to the Property. Thereafter, should Buyer or Title Company require a new survey, Buyer, at its sole cost and expense, as soon as practicable, shall obtain a current on the ground boundary survey of the Property (the "**Survey**") prepared and certified by a Texas Registered Land Surveyor. The legal description of the Property contained in the Survey, if different from the description contained in **Exhibit A** attached hereto and, if approved by Seller and Buyer, which approval shall not be unreasonably withheld or delayed, shall be substituted for the description contained in Exhibit A, and this Agreement shall be deemed amended by the substitution of the legal description of the Property contained in the Survey as a new **Exhibit A** hereto without the need for the parties to take any further action in connection therewith.

7. **Evidence of Title.** Within ten (10) days after the Effective Date, Buyer shall obtain, at its sole cost and expense: (a) a title commitment (the "**Title Commitment**") covering the Property issued by the Title Company, binding the Title Company to issue at Closing an Owner Policy of Title Insurance (the "**Title Policy**") in the standard form in use in the State of Texas, in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property to be good and indefeasible, subject only to Encumbrances and matters that are permitted by Buyer as set forth in this Agreement (collectively, the "**Permitted Encumbrances**"); (b) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment (the "**Title Documents**"); and (c) a current tax certificate.

A. The term "Permitted Encumbrances" shall include the following:

- (1) Requirements, approvals, ordinances, regulations, restrictions, prohibitions or other matters issued by a governmental entity, including, but not limited to such matters that involve land use, zoning, water retention, or storm water management and all pre-printed exceptions contained in an Owner's Policy of Title Insurance in the standard form in use in the State of Texas;

- (2) Matters appearing on a plat of record or common to a subdivision in which the Property exists;
- (3) Oil, gas or mineral rights if there is no right of entry;
- (4) Easements to a public utility or governmental entity;
- (5) Real estate taxes for the year of Closing and subsequent years, not yet due or payable;
- (6) All other title defects objected to by Buyer, which Seller elects (or is deemed to have elected) not to cure or could not cure with commercially reasonable efforts, but only if Buyer has agreed (or is deemed to have agreed) to waive the same and to proceed to Closing as provided hereinafter; and
- (7) Matters disclosed on the Survey objected to by Buyer, which Seller has elected (or is deemed to have elected) not to cure, but only if Buyer has agreed (or is deemed to have agreed) to waive the same and to proceed to Closing as provided herein.

Notwithstanding the foregoing, it is understood and agreed that any mortgages, liens or similar Encumbrances voluntarily placed on the Property by Seller shall not be deemed to be Permitted Encumbrances including without limitation any tax lien or similar encumbrance which gave rise to or relates to Seller's acquisition or ownership of the Property. In addition, the Title Commitment shall provide that the following "standard exceptions" shall be deleted from the Title Policy when issued, provided that Seller shall deliver to the Title Company a seller's certificate in a form reasonably acceptable to Seller and the Title Company; exceptions for taxes for years prior to the year of Closing; assessments not shown in the public records; claims of unrecorded easements; parties other than owner in possession; and construction liens.

B. Objections to Title. If the Title Commitment contains exceptions to coverage other than the Permitted Encumbrances which adversely affect title to the Property and/or render title unmarketable and/or uninsurable, or if the Survey reveals any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads (other than public rights of way), Buyer shall notify Seller, in writing, of Buyer's objection to such exceptions within fifteen (15) days after Buyer's receipt of the last of the Survey, the Title Commitment and the Title Documents.

C. Curing Title Objections. Seller shall have no obligation to cure the title objections, it being understood Seller may elect not to cure any or all of Buyer's objections in Seller's sole discretion; notwithstanding the foregoing, however, for the avoidance of doubt, Seller acknowledges and agrees that it shall be obligated to cause the discharge or release, on or before the Closing Date and at Seller's sole cost and expense, of all mortgages, liens, or similar Encumbrances placed on the Property whether arising from the constable sale and underlying judgment giving rise to or relating to Seller's acquisition or ownership of the Property or otherwise (collectively, "Monetary Liens"), (Buyer having no obligation hereunder to formally object to any such matters). Seller shall have three (3) business days after receipt of such notice in which to notify Buyer in writing ("Seller's Cure Notice") of any defects (the "Seller Cure Items") which Seller has elected to cure. In the event Seller fails to timely deliver the Seller's Cure Notice, Seller shall be deemed to have elected not to cure any defects. If and to the extent Seller has elected to cure any such Seller Cure Items, but not otherwise,

Seller shall effect the cure of such Seller Cure Items within ten (10) days after the date of delivery of Seller's Cure Notice (the "Title Curative Period") and furnish to Buyer evidence that same have been cured. If the Seller Cure Items are cured in such a manner as to render title infeasible and insurable within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Buyer, but not earlier than the Closing Date. In the event that Seller is unable to cure such Seller Cure Items within the Title Curative Period, Seller may give notice of the necessity to extend the Title Curative Period for up to an additional sixty (60) days. If Seller fails to cure such Seller Cure Items within the Title Curative Period (as extended if applicable), or notifies Buyer in writing that Seller will not cure one or more Seller Cure Items because the same cannot be cured in Seller's reasonable discretion with commercially reasonable efforts, then Buyer shall have the option, to be exercised in its sole discretion, to either: (a) complete the purchase in accordance with this Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (b) terminate this Agreement by written notice thereof to Seller within five (5) business days after either Buyer's receipt of written notice of(y) Seller's failure to cure the Seller Cure Items within the Title Curative Period or (z) Seller's determination that Seller will not cure one or more of the Seller Cure Items, whereupon this Agreement shall terminate and be of no further force or effect, except for any provision which by its terms survives the termination of this Agreement, and the Deposit shall be returned to Buyer. For purposes hereof, Seller shall not be obligated hereunder to commence any legal proceeding, or to expend more than \$1,000.00, in the aggregate, in Seller's efforts to cure the Seller Cure Items; provided, that the foregoing provisions of this sentence shall not apply to any Monetary Liens, all of which Seller must cause to be discharged or released on or before the Closing Date at Seller's sole cost and expense.

D. Updates of Title. If Closing is scheduled to occur more than thirty (30) days from the effective date of the Title Commitment, Buyer may have the Title Commitment updated ("Title Update") which Title Update, together with legible copies of any additional matters identified therein, shall be delivered to Seller within five (5) days after Buyer's receipt of the Title Update, but in no event less than five (5) days before the Closing Date. If any Title Update discloses any new defect or other adverse matter that is not a Permitted Encumbrance, then Buyer shall notify Seller in writing specifying the new title defect within two (2) business days of receipt of a legible copy of such new additional matter. Seller shall have a period of thirty (30) days following the receipt of such notice from Buyer to elect to cure or not cure such new title defect (subject, however, to Seller's obligation to cause the discharge or release, on or before the Closing Date and at Seller's sole cost and expense, of all mortgages, liens or similar Encumbrances voluntarily placed on the Property by Seller). If Seller fails to cure any such new title defect, Buyer shall have the rights provided above in Section 7.C.

E. Title Policy. At Closing, Buyer, at its sole cost and expense, shall cause the Title Company to issue the Title Policy, based on the Title Commitment and any issued Title Updates.

8. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. The Closing Date contemplated by this Agreement shall be the later of seven (7) days after the date of expiration of the Inspection Period, or as may be extended pursuant to this Agreement, provided that Buyer may accelerate the Closing Date upon five (5) business days' prior notice to Seller. The parties have been fully advised and agree that time is of the essence with respect to the Closing Date.

B. Closing Procedure.

- (1) Seller. At Closing, if not previously delivered to Buyer, Seller shall execute and deliver to Buyer or the Title Company, as applicable:

- (i) to Buyer, a fully executed resale deed in the form set forth in Exhibit B, attached hereto made a part hereof;
 - (ii) to Buyer, a fully executed certification as to Seller's non-foreign status ("FIRPRA Affidavit"), if applicable;
 - (iii) to the Title Company, Seller's certificate as to debts, liens and parties in possession, in a form reasonably acceptable to Seller and the Title Company; and
 - (iv) any other document required in connection with the transactions contemplated by this Agreement, or reasonably required by the Title Company regarding Seller's good standing and the authority and power of Seller to close.
- (2) Buyer. At Closing, Buyer shall deliver to Seller the following:
- (i) the balance of the Purchase Price payable at Closing, as adjusted for prorations and taxes, in the manner required under this Agreement;
 - (ii) instructions from Buyer directing the Title Company to pay the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
 - (iii) any other documents required in connection with the transactions contemplated by this Agreement, or reasonably required by the Title Company.
- (3) Seller and Buyer. Seller and Buyer shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:
- (i) any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;
 - (ii) a closing statement summarizing the transaction; and
 - (iii) any other affidavit, document or instrument required to be delivered by Seller or Buyer pursuant to the terms of this Agreement.

9. Costs. At the time of Closing, Buyer shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Ad valorem real property taxes shall be prorated based on taxes for the current year, if known. If Closing occurs before the amount of current year's taxes or current year's millage is fixed, the taxes shall be prorated based upon the assessment for land only and/or millage rate for the immediately preceding year. Any proration based upon an estimate shall be readjusted upon request by either Party when the actual tax statement is received. In addition to the foregoing, if the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of a change in land usage or ownership of the Property attributable to Buyer's acquisition of the Property Buyer shall pay all such taxes and assessments prior to delinquency, including without limitation all rollback taxes which may

be triggered, whether by the transactions contemplated hereby, any post-Closing development of the Property, change in use of the Property, or otherwise. The foregoing covenants shall survive Closing.

A. Seller shall pay for the following items: (i) the cost of curing any Seller Cure Items which Seller has agreed to cure, including the preparation and recordation of curative instruments; (ii) the cost of causing the discharge or release of any Monetary Liens; (iii) Seller's legal fees and expenses; and (vi) any third party professional and/or consulting fees incurred at Seller's request.

B. Buyer shall pay for the following items: (i) the cost of all inspections, tests and studies undertaken by Buyer in connection with its investigation; (ii) all costs related to any third party loan and any mortgages, including bank fees, documentary stamps, intangible tax, and title and closing costs related to loans; (iii) Buyer's legal fees and expenses, (iv) any third party professional and consulting fees incurred at Buyer's request; (v) the full cost of the premium due on the Title Policy, including the cost of any endorsements, plus the full cost of the premium due on any mortgagee title insurance policy and endorsements, and all title and search costs related thereto; (vi) the cost of any new Survey required by Buyer or Title Company, and any survey certification to any lender; and (vii) recording fees for the resale deed, mortgages and all loan related documents.

C. As a tax exempt government entity, Seller will not pay for any special assessments by the City of Arlington and any other taxing authority due and payable after the time of Closing, regardless whether or not the same have been certified, confirmed or ratified. Seller shall cause to be released at Closing any tax lien that has been certified, confirmed and ratified. Seller shall not be responsible for the payment of any rollback taxes. The foregoing covenants shall survive Closing.

D. Except as provided in the foregoing subparagraphs A, B and C, all other closing costs which are normally assessed in a transaction of this character in the county where the Property is located shall be shared equally by the parties.

10. **Buyer's Inspection Period.**

A. Buyer shall have a period of forty-five (45) days after the Effective Date (the "Inspection Period") to inspect the Property for physical condition and attributes and compliance with applicable laws, to perform an environmental audit of the Property, to review the suitability of the Property for any particular use, including without limitation the overall feasibility of developing the Property, and for any such other matters as Buyer may deem significant. Seller, following reasonable notice from Buyer, shall provide Buyer and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right, at its sole cost and expense, to have a representative of Seller present during the course of each such entry, provided such representative does not unreasonably interfere with the inspection being conducted. During the course of any such entry Buyer shall not cause, and shall not suffer or permit to occur, any damage or injury to the Property or any part thereof and if Buyer does cause, suffer or permit any damage or injury to the Property, Buyer shall, at its expense, promptly restore the Property to the condition it was in immediately prior to such injury or damage.

B. Buyer shall indemnify Seller from and against any and all damage to the Property resulting from any entry on the Property by Buyer or any of its agents, contractors, consultants or other representatives, or any activities conducted by them, or any of them, during any such entry, together with all reasonable expenses incurred by Seller by reason thereof including, without limitation, reasonable attorneys' fees and disbursements, which obligation shall survive the Closing or the termination of this Agreement; provided, however, such indemnity shall not extend to repair or remediation of any existing conditions at the Property, except to the extent exacerbated or rendered

in an unsafe condition by Buyer or its agents, contractors, consultants or other representatives.

C. To assist Buyer in its inspections of the Property, and to the extent in Seller's actual control or possession, Seller shall deliver to Buyer, within ten (10) days after the Effective Date, any existing on the ground boundary survey of the Property; all existing environmental reports relating to the Property (including all soil and geotechnical testings), if any, prepared with respect to the Property during the five (5) year period immediately preceding the Effective Date of this Agreement; all third party prepared plans, plats, studies, appraisals and feasibility studies relating to the Property; all currently effective permits, authorizations and approvals pertaining to the ownership and/or operation of the Property; and any other documents pertaining to the Property which would assist Buyer in its inspection of the same to the extent in Seller's control or possession. In the event the transaction contemplated by this Agreement does not close, Buyer shall promptly return all such documents to Seller.

D. In the event that Buyer determines, in its sole opinion and sole discretion, that the Property is unacceptable for any reason whatsoever, or for no reason, and Buyer does not elect to provide to Seller notice of its election to go forward with the transaction, this Agreement shall automatically terminate and be of no further force and effect upon the expiration of the Inspection Period or such earlier time as Buyer may elect to notify Seller and Title Company in writing of its election to terminate this Agreement, subject to such provisions of this Agreement which by their terms survive the termination of this Agreement. Upon termination of this Agreement by Buyer as aforesaid, Title Company shall immediately return the Deposit to Buyer less \$100 in independent consideration for the Inspection Period, and in such event, Buyer shall provide to Seller, within ten (10) days thereafter, copies of all non-privileged reports and other documentation resulting from Buyer's inspections. If Buyer does elect to provide Seller with such go-forward notice, then, upon the expiration of the Inspection Period, the Inspection Period contingency provided in this Section 10 shall expire, and Buyer shall proceed to Closing pursuant to the terms of this Agreement.

E. INTENTIONALLY DELETED.

F. Except as otherwise provided herein, the effect of any material representations, warranties or undertakings made by Seller in this Agreement shall not be diminished, abrogated, or compromised by the results of the inspections made by Buyer hereunder.

11. Duties and Rights of Title Company.

A. The Title Company is hereby authorized and agrees by acceptance hereof, to hold all monies paid as the Deposit in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.

B. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Title Company shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Title Company may deposit all monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the county in which the Property lies, and upon notifying all parties concerned of such action, all liability on the part of the Title Company shall fully terminate. Buyer and Seller agree that the Title Company shall not be liable to any party or person whatsoever for misdelivery to Buyer or to Seller of money subject to this escrow, unless such misdelivery shall be due to a willful breach of the Title Company's duties under this Agreement or fraudulent conduct by the Title Company.

12. Default and Notice to Cure.

A. If Buyer defaults in the payment of the Purchase Price or if Buyer shall default in the performance of any of its other material obligations hereunder on or prior to the Closing Date, Seller, as its sole and exclusive remedy (subject to Seller's rights below with respect to the recovery of attorneys' fees and costs), shall have the right to terminate this Agreement and receive the Deposit as agreed upon liquidated damages, whereupon neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof. Buyer and Seller hereby agree that actual damages would be difficult or impossible to ascertain and that the amount of the Deposit is a reasonable estimate of the damages for such default.

B. If Seller defaults in any of its material obligations to be performed hereunder on or prior to the Closing Date, Buyer shall have the right (i) to receive a return of the Deposit and terminate this Agreement; or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement); notwithstanding the foregoing, however, if for any reason specific performance of this Agreement is unavailable to Buyer as a remedy for Seller's breach, then Buyer shall have the right to bring suit for actual (but not consequential, special, or punitive) damages against Seller. Upon such return and delivery of the Deposit in accordance with clause (i) of the preceding sentence, if such remedy is elected by Buyer, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In the event any party breaches the terms and provisions of this Agreement, the non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. The party who has breached this Agreement shall remedy its breach within one (1) day if the default is failure of the defaulting party to close, or within five (5) days of receipt of written notice thereof as to any other default. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

D. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other all reasonable out of pocket costs incurred, including reasonable attorneys' fees and fees and court costs incurred in trial and appellate proceedings.

E. The provisions of this Section 12 shall survive the termination of this Agreement.

13. Condemnation. If, prior to the Closing Date, any part of the Property is taken (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority having eminent domain power over the Property of its intention to take, by eminent domain proceeding, any part of the Property (a "Taking"), then Buyer shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon the Deposit shall be returned to Buyer and this Agreement shall thereafter be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other, except pursuant to the provisions of this Agreement which are expressly provided to survive the termination hereof. If a Taking shall occur and Buyer shall not have timely elected to terminate this Agreement, then Buyer and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or

any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, assign and remit to Buyer, and Buyer shall be entitled to receive and keep, the proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking, or if no award or other proceeds shall have been collected, deliver to Buyer an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking.

14. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (a) personal delivery (including, without limitation, overnight delivery, courier or messenger services), which shall be deemed received upon such personal delivery; (b) facsimile (if printed confirmation of successful transmission thereof is obtained from the sender's fax machine and the same is confirmed telephonically by the sender), which shall be deemed received on the day the fax is acknowledged; (c) registered or certified, first-class United States mail, postage prepaid, return receipt requested, which shall be deemed received upon receipt or refusal of delivery; or (d) by .PDF electronic delivery, which shall be deemed received upon sender's receipt of a "Delivery Receipt" email notification. Notice from (but not to) a party's counsel shall be deemed to be notice by such party. Such addresses may be changed by notice to the other parties given in the same manner as provided above.

If to Seller:

Arlington Independent School District
c/o Peyco Southwest Realty, Inc.
Jordan Foster, V.P. Brokerage and Development
1703 Peyco Dr. Arlington, TX 76001
Telephone: (817) 467-6803
Facsimile: (817) 465-7464
Email: jfoster@peycosouthwest.com

With copies to:

Arlington Independent School District
Attention: Cindy Powell
1203 W. Pioneer Parkway
Arlington, TX 76013
Telephone: (882) 867-7243
Facsimile: (882) 867-9067
Email: cpowell@aisd.net

Eichelbaum Wardell Hansen Powell and Mehl, P.C.
Attention: Carol Simpson
5801 Tennyson Pkwy, Ste. 360
Plano, TX 75024
Telephone: (972) 377-7900
Facsimile: (972) 377-7277
Email: csimpson@edlaw.com

If to Buyer:

JYJ Park Row, Inc.
2560 Glenda Ln. #120
Dallas, Texas 75229
Telephone: 214-998-9877
Facsimile:
Email: mijurealty@yahoo.com

If to Title Company:

Lawyers Title
1400 W. Abram St.
Arlington, TX 76013
Attn: Martha Cunningham
Telephone: (817) 461-4494 ext. 104
Facsimile: (817) 277-6815
Email: martha-cunningham@ltcao.com

15. Covenants: Preclosing Rights and Obligations of Seller.

A. From the Effective Date of this Agreement until the Closing Date, Seller shall:

- (1) not take any action which will adversely affect title to the Property;
- (2) notify Buyer of any material, adverse changes actually discovered by Seller to the representations or warranties made by Seller; in the event that Buyer learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Buyer shall have the right to terminate this Agreement and all deposits shall be immediately returned in full to Buyer;
- (3). not apply for or otherwise attempt to effectuate any rezoning of the Property unless Buyer has previously consented in writing;
- (4) not enter into any lease, license or other agreement for occupancy of the Property, unless Buyer has previously consented in writing;
- (5) not enter into any service contracts which survive Closing, unless Buyer has previously consented in writing; and
- (6) reasonably cooperate with Buyer in connection with any rezoning and/or replatting and/or site plan approval of the Property that Buyer deems to be necessary or advisable for Buyer's intended use of the Property, including the execution of any and all applications and other documents and the taking of all other actions that may be reasonably necessary in connection therewith, provided, however, that Buyer shall be liable for the payment of any and all application fees and filing costs relating to any such re-zoning and/or replatting and/or site plan approval of the Property to the extent requested by Buyer; Buyer shall not, however, be liable for any costs previously incurred by Seller or any other party or any costs subsequently incurred by Seller or any other party and not specifically requested by Buyer. In addition to the

foregoing, Seller shall assist Buyer, as may be reasonably requested by Buyer, with matters necessary to obtain a building or occupancy permit, to the extent such matters are reasonably acceptable to Seller and to the extent such matters do not purport to restrict the use or development of any other property owned by Seller.

B. The provisions of this Section 15 shall survive Closing.

16. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Buyer, which representations and disclosures shall be true in all material respects on the Effective Date and shall also be true in all material respects at the time of Closing:

A. Organization. Seller is a legal entity duly organized, validly existing and in good standing under the laws of the State of Texas, is authorized to do business in Texas, and has all requisite power and authority to execute and deliver this Agreement.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby by Seller have been duly authorized and approved by all necessary legislative action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

C. Condemnation. Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

D. Development Rights: Vacant Land. Seller has not transferred any development rights with respect to the Property. Seller does not currently have in progress any material construction or material excavation projects with respect to the Property or any portion thereof (specifically excluding any clearing or grubbing work with respect to the Property). To Seller's knowledge, there are no mechanics' or construction liens against the Property and no claims for labor, services, profit or material furnished for constructing, repairing or improving the same, the satisfaction of which could not be accomplished out of the proceeds of Closing.

E. Option Rights. Seller has not granted any person, firm, corporation or entity (other than Buyer) any right or option to acquire the Property or any portion thereof and, to Seller's knowledge, no person, firm, corporation or entity (other than Buyer) will obtain such right or option as a result of the execution of this Agreement.

F. Litigation. There are no judgments, orders or decrees of any kind against Seller or the Property unpaid or unsatisfied of record, nor any legal action, suit or other legal or administrative proceeding pending before any court or administrative agency which would or could materially and adversely affect the Property, nor is Seller aware of any threatened legal action, suit or other legal or administrative proceeding relating to the Property, or any state of facts which might result in any such action, suit or other legal or any proceeding.

G. Real Estate Taxes. There is not currently in place any real estate tax abatement, reduction or deferral program with respect to the Property.

H. Seller's Use of Hazardous Materials. During the period of Seller's ownership, or otherwise to Seller's actual knowledge, the Property has not been used handling, storage, manufacturing, refining, transportation or disposal of any Hazardous Materials in violation of any Environmental Law or the regulations adopted and publications promulgated pursuant thereto.

I. Impact Fees. To Seller's knowledge, there are no outstanding obligations to pay any capital charges, impact, connection or development fees imposed by any governmental or quasi-governmental authority, or any public or private utility relating to the Property and/or to the development thereof.

J. Utilities. All utilities serving the Property enter it, or as of Closing will enter it, through currently effective public or private easements, and, to Seller's current, actual knowledge, no fact or condition exists which would result in the termination of such utilities services to the Property.

K. Parties in Possession. Other than Seller, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers.

It shall be a condition precedent to Buyer's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Buyer discover prior to the Closing that any representation or warranty set forth herein is inaccurate in a material way, then Buyer shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller is unable or unwilling to cure such inaccuracy, Buyer shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Buyer may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void, except for any provision which by its terms survives the termination of this Agreement. In the event of such a termination by Buyer pursuant to this Section, the Deposit shall be immediately returned to Buyer.

17. Warranties and Representations of Buyer. Buyer hereby makes the following warranties and representations to Seller, which warranties and representations shall be true in all material respects on the Effective Date and shall also be true in all material respects at the time of Closing.

A. Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, is authorized to do business in Texas, and has all requisite power and authority to execute and deliver this Agreement.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by Buyer have been duly authorized and approved by all necessary company action or by vote of the governing board. This Agreement, when executed, will constitute the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Buyer set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller discover prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Buyer of such inaccuracy, and provided that Buyer does not otherwise elect to cure such inaccuracy, Seller

Arlington ISD- PAGE 13

shall have the option of either waiving any claim against Buyer by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price or Seller may terminate this Agreement, by written notice to Buyer within ten (10) days following written notice from Buyer that Buyer cannot or will not cure any inaccuracy, whereupon Buyer shall be deemed in default hereunder and the Title Company shall deliver to Seller the Deposit as agreed upon liquidated damages, and this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void, except for any provision which by its terms survives the termination of this Agreement. In addition, the representations and warranties of Buyer set forth herein shall survive until the end of the Survival Period, and should Seller not learn until after Closing that any representation or warranty set forth herein is inaccurate in a material way, then any cause of action by Seller for such a breach must be filed, if at all, prior to the end of the Survival Period. At the end of the Survival Period, Buyer's representations and warranties (and any cause of action resulting from a breach thereof not then in litigation) shall terminate.

18. **Buyer's Conditions Precedent.** The following are conditions precedent to Buyer's obligations to close this transaction:

C. **Title.** Seller's delivery of good and insurable fee simple title to the Property subject only to the Permitted Encumbrances as provided in **Section 7** above.

D. **Document Delivery.** Seller shall have executed and delivered to Buyer or the Title Company, as applicable, all of the documents required of Seller under this Agreement, including but not limited to an acceptable resale deed.

E. **Performance of Covenants.** Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.

D. **Truth of Representations and Warranties.** All of Seller's representations and warranties set forth in **Sections 15** and **12** of this Agreement shall be true and correct in all material respects as though first made as of the Closing Date; for purposes of this subsection D, a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation.

F **Environmental Condition.** There shall be no material, adverse change in the environmental condition of the Property between the Effective Date and the Closing Date which is of the nature that would be disclosed in a Phase One Environmental Study and which was not caused by Buyer or Buyer's agents, employees or contractors.

G **Code Violations.** Seller shall not have received after the Effective Date any notice of code violation which is not cured on or before Closing, or if not cured, with respect to which Seller has not deposited with the Title Company from the Closing proceeds, at Closing, sufficient monies from the Closing proceeds to cure such code violation, provided that Seller shall have no obligation to cure such violation or deposit any such Closing proceeds.

H. **Litigation.** At Closing, there shall be no litigation pending or threatened against Seller or the Property (and not initiated by or on behalf of Buyer), seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover title to the Property, or any part thereof or any interest therein, (iii) to increase substantially ad valorem taxes theretofore or thereafter assessed against the Property, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property.

I. **Simultaneous Closings.** Buyer shall have the ability to simultaneously close the transaction contemplated by this Agreement and the Other Agreements (as defined above).

Buyer may waive any or all of the conditions precedent set forth in this Section 18. If, notwithstanding Buyer's commercially reasonable diligent effort, all of the foregoing conditions precedent are not satisfied on or before the Closing Date (or the applicable time period relating to such condition precedent) and Buyer is not in default hereunder, Buyer shall have the right and option to waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price or terminate this Agreement. . If Buyer is not in default hereunder and terminates this Agreement because of the failure of Seller to satisfy any such conditions precedent, all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect, except for any provision which by its terms survives the termination of this Agreement. In the event of such a termination pursuant to this Section 18, the Title Company shall immediately return the Deposit to Buyer.

19. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this transaction:

A. Delivery of Documents. Buyer shall have executed and delivered to Seller or the Title Company, as applicable, all of the documents required of Buyer under this Agreement.

F. Performance of Covenants. Buyer shall have performed all its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Buyer shall have delivered to Seller the balance of the Purchase Price and the Title Company shall have delivered to Seller the Deposit.

H. Truth of Representations and Warranties. All of Buyer's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

Seller may waive any or all of the preceding conditions precedent. If, notwithstanding the parties' commercially reasonable diligent effort, all of the foregoing Section 19 conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller is not in default hereunder and terminates this Agreement because of the failure of Buyer to satisfy any such conditions precedent, all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect, except for any provision which by its terms survives the termination of this Agreement. In the event of such a termination pursuant to this Section 19, the Title Company shall release the Deposit to Seller as agreed upon liquidated damages.

20. Miscellaneous.

A. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns, and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Assignability. Either party shall have the right to assign this Agreement with the approval of the other party, which approval shall not be unreasonably withheld. In no event shall the assigning party be released from any liability or obligations hereunder following any assignment of

Arlington ISD- PAGE 15

this Agreement. Upon assignment, such assigning party shall promptly deliver to the other a copy of the instrument effecting an assignment of this Agreement in accordance with this Section. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

C. Broker's Commissions. Except for Peyco Southwest ("Seller's Broker" and collectively with Buyer's Broker, the "Broker"), Seller and Buyer warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement. Upon Closing, Seller shall pay Seller's Broker a commission in such amount and upon such terms as set forth in a separate written agreement between Seller and Seller's Broker, including without limitation, any brokerage splitting provision with Buyer's Broker as may be contained therein. Seller shall be solely responsible for all fees, if any, due to the Broker, other than such fees as Buyer has expressly agreed to pay to Buyer's Broker by separate written agreement, if any. To the extent permitted by law, each party (the "Indemnifying Party") shall indemnify the other party against any claim of any broker claiming by, through or under the Indemnifying Party. This Section shall survive delivery of the resale deed and Closing of this transaction.

D. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Buyer, and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument, in writing, executed by all parties hereto.

E. 1031 Exchange. If either Party wishes to enter into an IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the other party agrees to cooperate, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

F. Risk of Loss. The risk of loss to the Property after the Effective Date as a result of casualty shall belong to Buyer. Buyer may not terminate this Agreement as a result of casualty and shall not be entitled to any reduction in the Purchase Price as a result of casualty. Seller will assign to Buyer at Closing any insurance proceeds due to Seller for damage to the Property after the Effective Date as a result of a casualty.

G. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

H. Severability. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

I. Texas Contract. This Agreement shall be deemed a Texas contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be a court of proper jurisdiction in and for Tarrant County, Texas.

J. Time of the Essence. Time shall be of the essence in all aspects of this Agreement.

K. **Insufficient Legal Description.** Seller and Buyer acknowledge that the legal description of the Property contained in **Exhibit A** of this Agreement may be technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Buyer confirm to one another that, notwithstanding such insufficiency, they desire to proceed to create this Agreement and obtain the Survey as provided in **Section 6** hereof. Therefore, since the parties are desirous of executing this Agreement and further desire to provide certain rights to demand and successfully enforce performance, and to ensure that such rights are not precluded due to the legal description of the Property contained in Exhibit A. Seller and Buyer agree that (a) they are experienced in transactions of the nature provided for in this Agreement; (b) in fact, they specifically are familiar with the location of the Property that is the subject of this Agreement; and (c) they each hereby waive any and all rights in a cause of action for performance hereunder to claim that performance should not or cannot be deemed, ordered or enforced for want of a legally sufficient and enforceable description of the Property that is the subject of this Agreement. As noted in Section 6, upon completion of the Survey and approval of same by Seller and Buyer, the legal description of the Property contained in the Survey shall automatically be made a part of this Agreement for all purposes and shall be used in the documents to be delivered by the parties at Closing pursuant to **Section 8.**

L. **Disclosure.** Except as and to the extent required by law, without the prior written consent of Buyer, Seller may not, and Seller will direct its representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding a possible transaction between Buyer and Seller or any of the terms, conditions, or other aspects of the transaction of this Agreement, except that Seller may disclose such information to its advisors so long as they agree to maintain the confidentiality of such information. If the Seller is required by law to make any such disclosure otherwise prohibited hereby, it must first provide to the Buyer the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made. Buyer expressly agrees that Seller is a Texas local government entity subject to the terms of the Texas Public Information Act.

M. **Third Party Beneficiary.** There are no third party beneficiaries to this agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement to be effective as of the Effective Date.

SELLER:

ARLINGTON INDEPENDENT SCHOOL DISTRICT, in trust for the use and benefit of itself, the City of Arlington, and Tarrant County.

BY: _____

(CS)

Title: Dr. Aaron Reich, President, Board of Trustees

Date: _____

BUYER:

JYJ PARK ROW, INC.

By: _____

Title: _____

Date: _____

JAY SONG
PRESIDENT
2/28/19

EXHIBIT A

DESCRIPTION OF PROPERTY

BEING a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northeast corner of said Lawler Tract being the most Northerly Northwest corner of Lot 1R1, Block 1, L'Atriums Townhouse Addition Revised No. 1, an addition to the City of Arlington, Texas according to the plat recorded in Clerk's File No. D212167627 of the Official Public Records of Tarrant County, Texas, said iron rod lying in the South right-of-way line of East Park Row Drive (an 80-foot wide right-of-way);

THENCE along the common boundary line between said Lawler Tract and said Lot 1 as follows:

S 00° 07' 46" E, 25.52 feet to a ½ inch iron rod found;

N 88° 22' 11" E, 10.44 feet to a ½ inch iron rod found;

S 00° 24' 48" E, 406.85 feet to an "X" cut in concrete set at the Southeast corner of aforesaid Lawler Tract;

S 89° 48' 48" W, 321.62 feet to a ½ inch iron rod found with yellow plastic cap stamped "PRECISE" at the Southwest corner of aforesaid Lawler Tract, being the Southeast corner of Lot 1, Block 1, P. Caldwell No. 1 Addition to the City of Arlington, Texas according to the plat recorded in Volume 388-28, Page 95 of the Plat Records of Tarrant County, Texas;

THENCE along the West boundary line of said Lawler Tract as follows:

N 00° 24' 20" W, 271.44 feet with the East boundary line of said P. Caldwell Addition to a ½ inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Southwest corner of Lot 1, Block 1, Lansford Addition to the City of Arlington, Texas according to the plat recorded in Volume 388-17, Page 555 of the Plat Records of Tarrant County, Texas;

N 89° 52' 44" E, 150.45 feet with the South boundary line of said Lansford Addition to a ½ inch iron rod round at the Southeast corner thereof;

N 00° 07' 16" W, 385.64 feet with the East boundary line of said Lansford Addition to a 5/8 inch iron rod found at the Northwest corner of aforesaid Lawler Tract, lying in the aforesaid South right-of-way line of East Park Row Drive;

THENCE N 89° 44' 38" E, 159.97 feet along the said South right-of-way line of East Park

Row Drive to the PLACE OF BEGINNING, containing 3.453 acres of land.

EXHIBIT B

FORM OF RESALE DEED

RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHT:

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

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS

That the ARLINGTON INDEPENDENT SCHOOL DISTRICT, "AISD", for and in consideration of the sum of Ten and 00 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for the CITY OF ARLINGTON, "CITY" and TARRANT COUNTY, "COUNTY" release, deed without warranty and surrender to the GRANTEE such title or interest as the ISD, CITY, and the COUNTY, by virtue of tax foreclosure proceedings, and by virtue of becoming Buyers of the tax title under a sheriff's sale, as shown by a Constable's Deed, recorded in the Deed Records of Tarrant County, Texas, and by these presents, do release, deed without warranty and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

NAME: JYJ Park Row, Inc.
ADDRESS: 2560 Glenda Ln., #120
 Dallas, Texas 75229

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in TARRANT County, Texas, to wit:

BEING a tract of land located in the PINCKNEY CALDWELL SURVEY, ABSTRACT No. 364, City of Arlington, Tarrant County, Texas and being all that certain tract of land described in deed to George G. Nicoladze, Trustee of the Lawler Family Trusts of 4/10/1968 recorded in Volume 5816, Page 344 of the Deed Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northeast corner of said Lawler Tract being the most Northerly Northwest corner of Lot 1R1, Block 1, L'Atriums Townhouse Addition Revised No. 1, an addition to the City of Arlington, Texas according to the plat recorded in

Clerk's File No. D212167627 of the Official Public Records of Tarrant County, Texas, said iron rod lying in the South right-of-way line of East Park Row Drive (an 80-foot wide right-of-way);

THENCE along the common boundary line between said Lawler Tract and said Lot 1 as follows:

S 00° 07' 46" E, 25.52 feet to a ½ inch iron rod found;

N 88° 22' 11" E, 10.44 feet to a ½ inch iron rod found;

S 00° 24' 48" E, 406.85 feet to an "X" cut in concrete set at the Southeast corner of aforesaid Lawler Tract;

S 89° 48' 48" W, 321.62 feet to a ½ inch iron rod found with yellow plastic cap stamped "PRECISE" at the Southwest corner of aforesaid Lawler Tract, being the Southeast corner of Lot 1, Block 1, P. Caldwell No. 1 Addition to the City of Arlington, Texas according to the plat recorded in Volume 388-28, Page 95 of the Plat Records of Tarrant County, Texas;

THENCE along the West boundary line of said Lawler Tract as follows:

N 00° 24' 20" W, 271.44 feet with the East boundary line of said P. Caldwell Addition to a ½ inch iron rod set with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Southwest corner of Lot 1, Block 1, Lansford Addition to the City of Arlington, Texas according to the plat recorded in Volume 388-17, Page 555 of the Plat Records of Tarrant County, Texas;

N 89° 52' 44" E, 150.45 feet with the South boundary line of said Lansford Addition to a ½ inch iron rod round at the Southeast corner thereof;

N 00° 07' 16" W, 385.64 feet with the East boundary line of said Lansford Addition to a 5/8 inch iron rod found at the Northwest corner of aforesaid Lawler Tract, lying in the aforesaid South right-of-way line of East Park Row Drive;

THENCE N 89° 44' 38" E, 159.97 feet along the said South right-of-way line of East Park Row Drive to the PLACE OF BEGINNING, containing 3.453 acres of land.

Resolution Authorizing Sale of Property

WHEREAS Arlington Independent School District, for itself and the use and benefit of Tarrant County and City of Arlington, acquired title to a certain tract of real estate at a Constable's sale held on the 7th day of December 2004, in Cause No. L16652-99 Arlington ISD v. Herman Roger Lawler; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Arlington

ARLINGTON ISD-EXHIBIT

Independent School District, by and through its governing body, to resale the property; and

WHEREAS, it is in the best interest of Arlington Independent School District and its taxpayers to return this property to a productive use; and

WHEREAS, JYJ Park Row, Inc., a Texas Corporation, has made an offer to purchase the property for the sum of four hundred fifty thousand and no/100 dollars (\$450,000.00);

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ARLINGTON INDEPENDENT SCHOOL DISTRICT THAT:

The Board President of Arlington I.S.D. is authorized to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to JYJ Park Row, Inc., for the sum of \$450,000.00 to be paid by purchaser within 90 days of today's date contingent on the favorable result of a 30 day inspection period. Said sale is authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code.

APPROVED by Arlington ISD Board of Trustees at a meeting held on the 11th day of April, 2019, in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding sale of real estate, by a vote of ____ to ____.

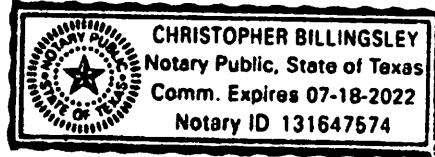
THE STATE OF TEXAS

ss:
ss:
ss:

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Aaron Reich, President, Board of Trustees, ARLINGTON INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that the he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICES this 27 day of March,
2019.



NOTARY PUBLIC, State of Texas

A handwritten signature in black ink, appearing to read "C. Billingsley".

Arlington Independent School District Board of Trustees Communication

Meeting Date: April 25, 2019	Consent Item
Subject: Instructional Materials Allotment Used for Instructional Technology Resources, Instructional Resources as Part of Proclamation 2019 for ELAR, Grades K-8; SLAR Grades K-5; Handwriting; Spelling; and Personal Financial Literacy and Algebraic Reasoning as well as AP Biology, AP Statistics, AP Calculus AB/BC, and Statistics	

Purpose:


To approve and procure the list of instructional materials pertaining Instructional Technology resources, instructional resources as part of Proclamation 2019 as well as AP Biology, AP Statistics, AP Calculus AB/BC, and Statistics.

Background:

The State Board of Education (SBOE) issued Proclamation 2019 that ELAR, Grades K-8; SLAR Grades K-5; Handwriting; Spelling; and Personal Financial Literacy and Algebraic Reasoning. The AISD committees reviewed and evaluated all proposed products to ensure they best meet the individual needs of students participating in the courses throughout the AISD. Additionally, the Instructional Technology Department reviewed resources and materials for use across the district. Both print and online components have been selected.

Recommendation:

Administration recommends the Board approve the proposed list of instructional materials (see attached) for procurement in alignment with the SBOE Proclamation 2019 for ELAR, Grades K-8; SLAR Grades K-5; Handwriting; Spelling; and Personal Financial Literacy and Algebraic Reasoning as well as AP Biology, AP Statistics, AP Calculus AB/BC, and Statistics.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Dr. Steven Wurtz</p> <hr/> <p>Date: March 26, 2019</p>
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Instructional Materials Allotment 2019

Course/Content	Publisher	Title	Format	Additional Notes
K-5 English Language Arts and Reading	Houghton Mifflin Harcourt	Texas Into Reading & Writing Workshop	Print and Online	Proclamation 2019
K-5 Spanish Language Arts and Reading	Houghton Mifflin Harcourt	Texas Arriba la Lectura	Print and Online	Proclamation 2019
6-8 English Language Arts and Reading	Houghton Mifflin Harcourt	Texas Into Literature	Print and Online	Proclamation 2019
Personal Financial Literacy	Ramsey Education Solutions	Foundations in Personal Finance	Print and Online	Proclamation 2019
K-2 Social Studies	DBA American Legacy Publishing	Studies Weekly	Print and Online	Integrated Curriculum Aligned to K-2 ELAR/SS and SLAR/SS
Statistics	Bedford, Freeman & Worth Publishers	Statistics and Probability with Applications 3 rd Edition	Print and Online	Proclamation 2015
Advanced Placement (AP) Biology	Bedford, Freeman & Worth Publishers	Principles of Life for the AP Course	Print and Online	Out-dated resource/IMA fund request
Advanced Placement (AP) Calculus	Bedford, Freeman & Worth Publishers	Calculus for the AP Course	Print and Online	Out-dated resource/IMA fund request
Advanced Placement (AP) Statistics	Bedford, Freeman & Worth Publishers	The Practice of Statistics, 6 th Edition	Print and Online	Out-dated resource/IMA Fund request
Technology Integration	Hoonuit	Hoonuit	Online only	IMA fund request
Technology Integration	SeeSaw	SeeSaw	Online only	IMA fund request
Technology Integration	Uteach	Computer Science	Online only	IMA fund request
Technology Integration	A+ Computer Science	Computer Science	Online only	IMA fund request
Pre-Kindergarten/Transformational Learning	Frog Street Press	Pre-K Curriculum	Print and Online	IMA fund request
World Languages	Cerego	Cerego	Online only	IMA fund request

Arlington Independent School District Board of Trustees Communication

Meeting Date:	April 25, 2019	Consent Item
Subject:	Instructional Materials Allotment and TEKS Certification, 2019-2020	

Purpose:


TEA requires that the district certify that instructional materials that we purchase through the EMAT system are approved by the state of Texas and support the TEKS. This is an annual certification.

Background:

Copies of the requirements were sent to all department heads and curriculum specialists asking them to sign off that instructional materials purchased for their areas using IMA funds meet the state requirements.

Recommendation:

It is recommended that the form be signed in order for the district to have access to the IMA funds appropriated by the Legislature. These funds are used to purchase textbooks, online resources and consumable materials for student learning across the district.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Chad Branum Date: March 8, 2019
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Allotment and TEKS Certification, 2019-20

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) This district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) For the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- 3) Upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's allotment (TEC §31.101).

Certified	Grade Level
<input checked="" type="checkbox"/>	Kindergarten
<input checked="" type="checkbox"/>	Grade 1
<input checked="" type="checkbox"/>	Grade 2
<input checked="" type="checkbox"/>	Grade 3
<input checked="" type="checkbox"/>	Grade 4
<input checked="" type="checkbox"/>	Grade 5
<input checked="" type="checkbox"/>	Grade 6
<input checked="" type="checkbox"/>	Grade 7
<input checked="" type="checkbox"/>	Grade 8
<input checked="" type="checkbox"/>	Grade 9
<input checked="" type="checkbox"/>	Grade 10
<input checked="" type="checkbox"/>	Grade 11
<input checked="" type="checkbox"/>	Grade 12

Certified	Subject Area
<input checked="" type="checkbox"/>	CAREER & TECHNICAL EDUCATION (CTE)
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE ARTS AND READING
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE PROFICIENCY STANDARDS
<input checked="" type="checkbox"/>	FINE ARTS
<input checked="" type="checkbox"/>	HEALTH
<input checked="" type="checkbox"/>	LANGUAGES OTHER THAN ENGLISH
<input checked="" type="checkbox"/>	MATHEMATICS
<input checked="" type="checkbox"/>	SCIENCE
<input checked="" type="checkbox"/>	SOCIAL STUDIES
<input checked="" type="checkbox"/>	TECHNOLOGY APPLICATIONS

Signature of Superintendent

Signature

Signatures of Board President and Secretary or Governing Board Officers

Board President

Board Secretary

Scan the signed certification document and email it to instructional.materials@tea.texas.gov with the following subject line: [your district] certification (ex: Anywhere ISD certification)

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

Meeting Date: April 25, 2019	Consent Item
Subject: Additional Texas Teacher Evaluation and Support System (T-TESS) Appraisers	

Purpose:


The purpose of this consent item is to approve the Texas Teacher Evaluation and Support System (T-TESS) list of district administrators who evaluate teachers through T-TESS. The proposed list of additional appraiser(s) for the 2018-19 school year is attached for consideration.

Background:

Per Board Policy DNA (Legal) a campus administrator who is a certified T-TESS appraiser and approved by the Board, shall conduct a teacher's appraisal. Under Section 21.351(c) of the Texas Education Code, appraisers under the Texas Teacher Evaluation and Support System (T-TESS) must be the teacher's supervisor or a person approved by the Board of Trustees.

Recommendation:

The administration recommends the Board approve the Texas Teacher Evaluation and Support System list of additional appraisers for the school year 2018-2019.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: April 12, 2019

**Arlington ISD
T-TESS Appraiser List
2018-19**

Name	Role	Location
Guzman, Marisa	Assistant Principal	Jones Academy
Vazquez, Myrna	Assistant Principal	Sam Houston

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

Meeting Date: April 25, 2019

Consent Item

Subject: Salvage Property

Purpose:


To provide the Board of Trustees the opportunity to review the request to dispose of salvage property prior to final Board Approval.

Background:

Attached are memorandums from Wm. Kelly Horn, Executive Director of Plant Services and Pete Weydeck, Interim Director of Informations & Instructional Systems, requesting permission to dispose of District Property. The attached inventory referenced in the memorandums has been evaluated and categorized as damaged, poor condition, obsolete, non-operative, cost prohibitive to repair or no longer needed to be utilized by the District. Following Board approval, AISD will salvage the property as indicated in the memorandums attached.

Recommendation:

The Administration recommends the Board of Trustees declare all listed as salvage property.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Tammy Craig
	Date: 04/16/2019



TO: Tammy Craig, Director of Purchasing
FROM: Wm. Kelly Horn, Executive Director of Plant
DATE: Services April 11, 2019
RE: Salvage Grounds Equipment

Listed below is a list of District owned grounds equipment designated for salvage. This equipment has reached the end of its useful life and has become cost prohibitive to repair. It has been or will be replaced with new equipment. We are requesting the Board of Trustees to declare this equipment to be salvage property. Upon approval from the Board of Trustees, this equipment will be sold at a public auction or sent to a recycling center.

Thank you for your support of this request.

WKH

GROUND'S EQUIPMENT FOR SALVAGE/AUCTION - APRIL 2019			
Description	Admin#	Asset#	VIN/Serial#
1986 - 25' Gooseneck Trailer	V3319	82636	DYG-399



TO: Tammy Craig, Director of Purchasing
FROM: Pete Weydeck, Interim Director, Information & Instructional Systems
DATE: April 12, 2019
RE: AS400 iSeries Server

Listed below is a decommissioned server, designated for salvage. This equipment has reached the end of its useful life and has become obsolete. It has been, or will be replaced with new equipment. We are requesting the Board of Trustees to declare this equipment to be salvage property. Upon approval from the Board of Trustees, this equipment will be sold at a public auction or sent to a recycling center.

Thank you for your support of this request.

TECHNOLOGY EQUIPMENT FOR SALVAGE/AUCTION - APRIL 2019			
Description	Admin#	Asset#	VIN/Serial#
AS400 iSeries Power 6 Server		500284	06-1E574

Arlington Independent School District Board of Trustees Communication

Meeting Date:	April 25, 2019	Discussion Item
Subject:	Progress Report for Board of Trustees Continuing Education Credit	

Purpose:

The purpose is to announce Continuing Education Credit for each Trustee per Texas Education Code section 11.159.

President Reich will also distribute, as required by the Education Code, the Framework for Governance Leadership (also known as the Framework for School Board Development) to all current members of the Board and the Superintendent.


Background:

The Education Code states the minutes of the last regular meeting of the board of trustees held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required to be completed as of the date of the meeting.

Each year every experienced Trustee is required to obtain three hours of team-building with the Board and Superintendent and five hours of additional continuing education. In a legislative year, each experienced Trustee is required to receive an Update to the Texas Education Code. Each Trustee is also required to complete three hours of evaluating student academic performance training every two years.

New Trustees are required to obtain ten hours of continuing education, attend an additional Local District Orientation, Orientation to the Texas Education Code and Open Meetings Training.

The last announcement of compliance for Arlington ISD Trustees was December 7, 2017.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Lisa Benjamin
	Date: April 17, 2019

Arlington Independent School District Board of Trustees Communication


Meeting Date:	April 25, 2019	Discussion Item
Subject:	Gifted and Talented Program Update	

Purpose:

The purpose of this discussion is to provide the Board of Trustees with a progress update on the redesign and implementation of gifted and talented programming in the Arlington ISD.

Background:

In 2016, the Board of Trustees adopted the *Achieve Today. Excel Tomorrow.* strategic plan outlining a strategy to redesign the gifted and talented program in the Arlington ISD. As a result, a multi-year implementation plan was developed and launched with the goal to meet state “exemplary” standards for gifted and talented programs. This program redesign included improved nomination/identification processes of gifted and talented students and enhanced academic programming that differentiated for the learning needs of identified students. This year, Arlington ISD is in its third year of implementation. This presentation will provide the Board with an update on the implementation plan.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  Prepared by: Dr. Steven Wurtz Date: April 16, 2019
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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: April 25, 2019	Discussion
 Subject: Legislative Update	

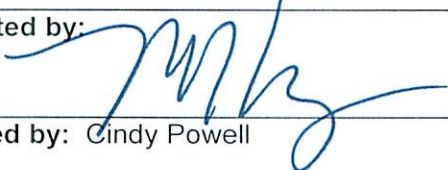
Purpose: To provide the Board with information on the 86th Texas Legislative Session, legislative issues impacting public education, and activities associated with the legislative process

Background:

The 86th Texas State Legislature convened into session on January 8, 2019 and will meet through May 27, 2019. The Board of Trustees adopted a legislative agenda on November 1, 2018, to set forth the District's position on legislative priorities organized under five broad categories:

- Academic Accountability
- Safety and Mental Health
- School Finance
- School Choice
- Pre-Kindergarten

The Administration and Board will discuss activities of the 86th Legislature, advocacy for AISD's legislative priorities and potential legislation impacting public education.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Cindy Powell
	Date: March 29, 2019