

**The Board of Trustees
Aledo ISD
Agenda of Special Meeting**

A Special Meeting of the Board of Trustees of Aledo ISD will be held March 11, 2021, beginning at 6:00 PM in the Aledo ISD Administration Board Room, 1008 Bailey Ranch Rd, Aledo, TX 76008.

**Aledo Independent School District Vision
Growing Greatness through exceptional experiences that empower learners for life**

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Open Meetings Act.

I. Call To Order

Hoyt Harris, President

II. Determine a Quorum

III. Public Comment on Non-Agenda Item

Hoyt Harris, President

IV. Public Comment on Agenda Item

Hoyt Harris, President

V. Update on COVID-19 Impact on District Operations and Community Needs 3

Susan K Bohn, Superintendent

A. Resolution Delegating Authority to the Superintendent to Act in Place of the Board of Trustees During an Emergency or Disaster Due to COVID-19

Susan K Bohn, Superintendent

VI. Communication Items

A. Discussion Regarding a Potential Latin Program Change, DFFB (LOCAL) 8

Lynn McKinney, Deputy Superintendent

VII. Actions Items

A. Consider Approval of Attendance Zone Maps Recommended by the Citizens Attendance Zone Committee 10

Peter Healey and Cynthia Llewellyn, Attendance Zone Committee Co-Chairs

B. Consider Approval of Interlocal Agreement for the Construction of Community Facilities with City Participation Between the City of Fort Worth and Aledo ISD 24

Earl Husfeld, Chief Financial Officer

C. Consider Approval of Tri-County Electric Cooperative Electric Line Easement and Right-of-Way for McAnally Middle School

Earl Husfeld, Chief Financial Officer

VIII. Executive Session

Hoyt Harris, President

A. Section 551.074 - Personnel Matters- The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

1. Superintendent Performance Update

B. Section 551.071 - Consultation with Attorney- The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071

C. Section 551.072 - Deliberation Regarding Real Property- The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071)

D. Section 551.0821 - School Board- The Board will discuss personally identifiable information about a public school student.

IX. Trustee Comments/Acknowledgments

Hoyt Harris, President

X. Adjourn

Hoyt Harris, President



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Update on COVID-19 Impact on District Operations and Community Needs

PRESENTER: Dr. Susan K. Bohn, Superintendent

BACKGROUND INFORMATION:

- Federal and State officials have declared a disaster and emergency regarding coronavirus/COVID-19 and its potential spread.
- In order to efficiently and effectively address this ever-changing emergency situation in the best interest of the health, safety, and well-being of the District's students, staff, community, and the citizenship at-large, the Administration and Board of Trustees will discuss the impact of the situation on the District operations and our community as we plan for serving our students, staff, and community during the pandemic.

FISCAL INFORMATION:

Financial impact unknown at this time

ATTACHMENTS:

Resolution Delegating Authority to the Superintendent to Act in Place of the Board of Trustees During an Emergency or Disaster Due to COVID-19

ADMINISTRATIVE RECOMMENDATION:

Communication item only

BOARD OF TRUSTEES: ALEDO INDEPENDENT SCHOOL DISTRICT
Resolution No: 08172020-1
A RESOLUTION DELEGATING AUTHORITY TO THE SUPERINTENDENT TO ACT
IN PLACE OF THE BOARD OF TRUSTEES DURING AN EMERGENCY OR
DISASTER DUE TO COVID-19

WHEREAS, the Aledo Independent School District Board of Trustees (Board) recognizes that officials in the State of Texas and the United States Government have declared a disaster and emergency regarding coronavirus/COVID-19 (hereafter “COVID-19”) and its potential spread;

WHEREAS, the territory included in the Aledo Independent School District is within the areas declared a disaster and an emergency area;

WHEREAS, on or about March 13, 2020, the President of the United States declared a national emergency and the Governor of the State of Texas declared a statewide disaster regarding COVID-19;

WHEREAS, on or about March 19, 2020, the Governor of Texas issued an Executive Order limiting gatherings to ten (10) or fewer individuals until April 3, 2020;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board and Administration are following advice and directives from federal, state and local authorities in responding to the COVID-19 Virus;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the District was closed during the spring of 2020, due to the COVID-19 pandemic, and may determine a need exists to implement further suspension or modification of classes and/or District operations in response to the health needs of our families and our community;

WHEREAS, the District’s public purpose is served by promoting conscientious health choices, including individual quarantines as may be necessary when classes resume;

WHEREAS, the District’s public purpose is served by working with students, families, and staff to the extent possible to support continued learning during times of

school suspension and/or quarantine;

WHEREAS, only for the duration of the Declaration of Disaster and resulting Executive Orders of the Governor, the board of trustees determines that the delay posed by the methods provided for in Texas Education Code Section 44.031(a) would prevent or substantially impair the provision of classes or other essential school activities; **WHEREAS**, to the extent possible, the term of contracts awarded by methods other than those required by Section 44.031(h), due to the COVID-19 emergency, shall not extend longer than reasonably necessary to respond to the Declaration of Disaster and comply with Executive Orders of the Governor;

WHEREAS, any contract entered into by the district pursuant to this resolution will be presented to the board of trustees for ratification at a future board meeting;

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large, recognizing that at any time during this emergency, establishing a quorum may be difficult or impossible, and in such circumstances only, delegation of these authorities to the Superintendent would be the only way to make necessary decisions to continue District operations.

IT IS THEREFORE RESOLVED THAT the Board of Trustees finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of these public purposes, the Board of Trustees makes the following delegations to the Superintendent and designee(s):

1. The authority to act in place of the Board under Policy DEC (Local) regarding employee leave and thus create guidelines and make decisions regarding absences,

leave time, leave days, and compensation of any employee who is quarantined as a result of COVID19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in compliance with Texas and federal law;

2. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;

3. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code, Section 552.233, regarding temporary suspension of the Texas Public Information Act;

4. Where permitted by law, the authority to act in place of the Board under Policies CH, COA and CV (Local) to negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to District equipment, personal property, and facilities or to protect the safety of students and staff, related to COVID-19 and its potential spread. Such authority being necessary to prevent delays that will prevent or substantially impair the conduct of classes or other essential school functions and activities;

5. The authority to make contracts for goods and services needed to replace traditional classroom facilities and instructional equipment with alternative goods and services by methods other than those required by Section 44.031(a), including but not limited to the acquisition of resources necessary to implement remote operations and instruction in compliance with the Governor's Executive Orders; Such authority also extending to contracts for goods and services necessary to maintain the health and safety of facilities and equipment, including but not limited to, resources necessary for cleaning, disinfection, air quality measures, and testing.

6. The authority to make budgeted or unbudgeted purchases for goods or services, up to \$150,000, such authority being necessary to prevent delays that will prevent or substantially impair the conduct of classes or other essential school functions and activities due to COVID-19; after which the Superintendent will fully report to the Board of Trustees; and,

7. In the event other waivers or immediate actions are needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

8. The above authority is granted only after the Superintendent discusses the necessary authority with the Board President and a good faith effort has been made

to convene a quorum of the Board in a meeting that meets the requirements of the Texas Open Meetings Act, Texas Government Code Chapter 551, and the special exceptions thereto issued by the Texas Office of the Attorney General as related to the COVID-19 emergency declaration.

9. This Resolution shall be placed on the agenda of each Board meeting for consideration by the Board until it is rescinded by the Board.

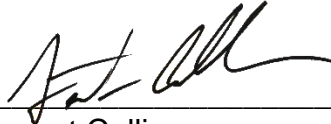
The above Resolution is passed and adopted this 17th day of August 2020 by the Board of Trustees.

APPROVED:



Hoyt Harris
President, Board of Trustees

ATTEST:



Forrest Collins
Secretary, Board of Trustees



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Discussion Regarding a Potential Latin Program Change, DFFB (LOCAL)

PRESENTER: Lynn McKinney, Deputy Superintendent

BACKGROUND INFORMATION:

The student enrollment numbers in the Latin program that is currently offered from grades 8 through 12 has steadily decreased over the past seven years. Due to this decreased student enrollment, administration is recommending a programmatic change under AISD Board Policy DFFB (LOCAL).

Latin enrollment history:

	<u>AH</u> <u>S</u>	<u>DNG</u> <u>C</u>	<u>AMS</u>	<u>TOTAL</u>
2021-2022 (based on selections)	25	27	10	62
2020-2021	27	34	11	72
2019-2020	40	21	22	83
2018-2019	81	22	0	103
2017-2018	69	34	0	103
2016-2017	118	26	0	144
2015-2016	131	93	0	224

For the 2021-2022 school year, Latin 1 will not be offered at any grade level. Two class periods of Latin will be offered for students in grades 9 through 12. There will be one period of Latin 2 and one period of Latin 3 and 4.

For the 2022-2023 school year, if there is a student need for Latin 3 and/or 4, the district will utilize the TxVSN program options for those students (if available).

FISCAL INFORMATION:

The current full time teaching position for the Latin program will become a part time position for the 2021-2022 school year. Beginning in 2022-2023 school year, this teaching position will be utilized in another content area.

ADMINISTRATIVE RECOMMENDATION:

This is a report item only, no action is recommended at this time. Board approval for this program change will be recommended by administration at the March 22, 2021 board meeting.



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Consider Approval of Final Elementary and Middle School Attendance Zone Maps Recommended by the Citizens Attendance Zone Committee

PRESENTERS: Peter Healey and Cynthia Llewellyn, AZC Co-Chairs

BACKGROUND INFORMATION:

In November 2019, Aledo ISD voters approved the 2019 Bond Program, which includes the construction of one new elementary school (Annetta Elementary School) and one new middle school (McAnally Middle School). Annetta Elementary will open in August 2021, and McAnally Middle School will open in August 2022.

The addition of the two new schools necessitates that the District's current elementary school attendance zones be redrawn and that middle school attendance zones be drawn for the first time.

The Administration and Board discussed the Attendance Zone Committee (AZC) Process during the November 16, 2020 regular Board meeting and approved the following charge and purpose for the AZC during the December 14, 2020 regular Board meeting.

2021 Attendance Zone Committee Purpose

The purpose of the Attendance Zone Committee is to represent the Aledo ISD community in the study of data related to projected student enrollment growth, campus student capacity, safety, transportation, current and planned transportation infrastructure, and geographic location of planned development in the district, in recommending to the Board of Trustees new attendance zones for elementary and middle schools.

2021 Attendance Zone Committee Charge

The Attendance Zone Committee is charged by the Board of Trustees to:

- represent the priorities, expectations, and values of the entire community,
- consider the needs of all of the district's students,
- listen to and consider questions and feedback from all community members and the Board of Trustees,
- use facts and data to make informed decisions,

- recommend attendance zones that are projected to most efficiently use building capacity for the longest time period possible (given projected student growth), and
- recommend to the Board of Trustees an elementary attendance zone map (effective 2021-2022) and a middle school attendance zone map (effective 2022-2023) for approval by the Board and implementation by the Administration.

At the January 19, 2021 regular Board meeting, the Board approved the proposed committee members listed below, who were chosen for the AZC through trustee appointment, campus nomination, and citizen application, so that work could begin to redraw the attendance zones within Aledo ISD.

Cynthia Llewellyn Co- Chair	Jeff Haddox	Laura Pace	Whitney Unterwagner
Peter Healey Co-Chair	Stacey Hardwick	Anita Palacios	Frank Urquidez
Nancy Bathurst	Khala Hart	Justin Parker	Aaron Valencia
Claudia Bracero	Cody Hughes	Wessman Peterson	Carrie Woychesin
Brandon Brinkman	Jennifer Lawler	Dan Reilley	Mark Younger
Luella Bullock	Cody Lode	Erica Rubino	Deanne Younkin
Jennifer Churion	Amanda Martin	Lori Saunders	
Michelle Clary	Andrew McCulloch	Joshua Shelman	
Kelly Dishman	Lauren McMurrey	Jeremy Thompson	
Courtney Edwards	Catherine Montenegro	Katey Thompson	
Lindsey Flowers	Jason Niemela	Jeff Turner	

At the February 22, 2021 regular Board meeting, the AZC co-chairs presented to the Board the AZC's preliminary proposed elementary school attendance zones, as well as the Committee's preliminary proposed middle school attendance zones.

The Board of Trustees and the entire Aledo ISD community had the opportunity to submit their feedback to the AZC regarding the preliminary proposed maps from February 23- March 3 of 2021. After all feedback was received, the AZC reconvened on March 9, 2021, to review the Board and community input and determine final elementary and middle school attendance zone maps to recommend to the Board of Trustees for possible approval.

At this Board meeting, the AZC will recommend final attendance zones maps for the approval by the Board of Trustees. If the Board approves the maps, the district will communicate the maps to the community.

FISCAL INFORMATION:

None

ATTACHMENTS:

Final Proposed Elementary and Middle School Attendance Zone Maps

ADMINISTRATIVE RECOMMENDATION:

The administration recommends that the Board of Trustees approve the recommended final elementary and middle school attendance zone maps as presented by the citizens Attendance Zone Committee.

Aledo ISD

ATTENDANCE ZONE COMMITTEE



Board Presentation
March 11, 2021

Committee Members

Peter Healey Co-Chair

Lindsey Flowers

Catherine Montenegro

Jeremy Thompson

Cynthia Llewellyn Co-Chair

Jeff Haddox

Jason Niemela

Katey Thompson

Nancy Bathurst

Stacey Hardwick

Laura Pace

Jeff Turner

Claudia Bracero

Khala Hart

Anita Palacios

Whitney Unterwagner

Brandon Brinkman

Cody Hughes

Justin Parker

Frank Urquidez

Luella Bullock

Jennifer Lawler

Wessman Peterson

Aaron Valencia

Jennifer Churion

Cody Lode

Dan Reilley

Carrie Woychesin

Michelle Clary

Amanda Martin

Erica Rubino

Mark Younger

Kelly Dishman

Andrew McCulloch

Lori Saunders

Deanne Younkin

Courtney Edwards

Lauren McMurrey

Joshua Shelman

Purpose

The purpose of the Attendance Zone Committee is to represent the Aledo ISD community in the study of data related to projected student enrollment growth, campus student capacity, safety, transportation, current and planned transportation infrastructure, and geographic location of planned development in the district, in recommending to the Board of Trustees new attendance zones for elementary and middle schools.

Charge

The Attendance Zone Committee is charged by the Board of Trustees to:

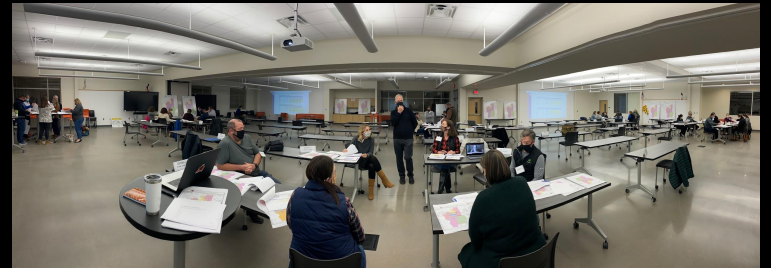
- represent the priorities, expectations, and values of the entire community,
- consider the needs of all of the district's students,
- listen to and consider questions and feedback from all community members and the Board of Trustees,
- use facts and data to make informed decisions,
- recommend attendance zones that are projected to most efficiently use building capacity for the longest time period possible (given projected student growth), and
- recommend to the Board of Trustees an elementary attendance zone map (effective 2021-2022) and a middle school attendance zone map (effective 2022-2023) for approval by the Board and implementation by the Administration.

Committee Guiding Principles

- (from the Board's charge) recommend attendance zones that are projected to most efficiently use building capacity for the longest time period possible (given projected student growth)
- If possible, elementary school boundaries should align with middle school boundaries to create feeder pattern alignment
- Transportation routes should be as efficient as possible, minimizing student ride times (considering both length of route and local traffic patterns)

Process Explanation

- Meeting Dates and Discussion
 - January 26th
 - Reviewed Demographic Report
 - February 2nd
 - Small Group Collaboration with Starting-Point Maps
 - Submitted Feedback and Recommended Adjustments
 - February 9th
 - Reviewed 4 Elementary Maps and 12 Middle School Maps
 - Discussed Until Consensus on Map to Submit to Board/Community
 - March 9th
 - Discussed and analyzed community and Board feedback
 - Made adjustments to elementary map
 - Discussed until consensus was reached on final maps to recommend to the Board for approval



Discussion Highlights

- Transportation

- Geographic size of Aledo ISD - 132 square miles

- Size of district equates to significant differences in routes

- Afternoon routes wait/ride times vary from 30 to 75 minutes

- Traffic Patterns

- Center of Aledo

- Mikus Road

- Clean Feeder Patterns

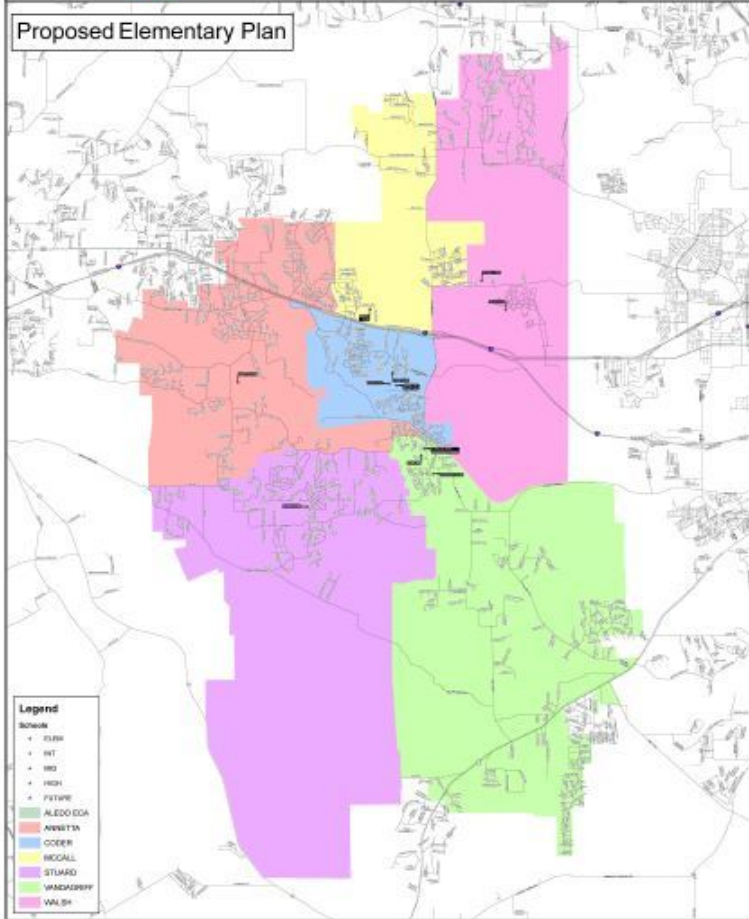
- General Recognition of Difficulty to Move Schools for Families

- Community Feedback Requests



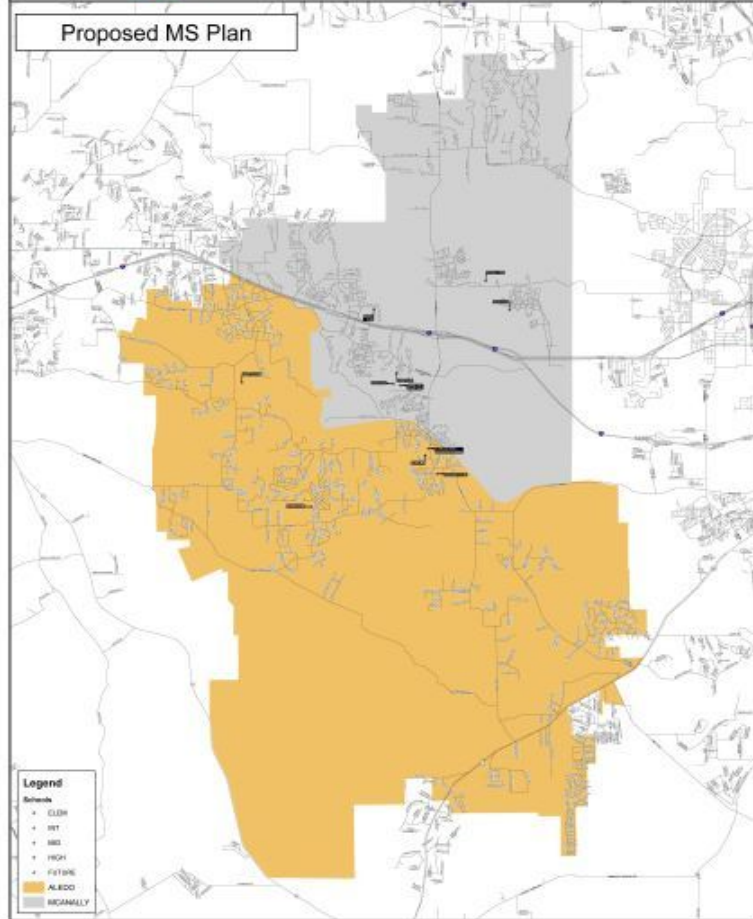
ALEDO INDEPENDENT SCHOOL DISTRICT

Proposed Elementary Plan



ALEDO INDEPENDENT SCHOOL DISTRICT

Proposed MS Plan



Grandfathering Guidelines

2021 ATTENDANCE ZONE COMMITTEE FAQs

[Expand All](#)

Will students be grandfathered into their current school?

Aledo ISD Administration has constructed guidelines for the opportunity for a student who currently attends a campus as a fourth grader (during this 2020-2021 school year) to be “grandfathered” to stay at that campus for his/her fifth grade year during the 2021-2022 school year. If a parent chooses for such an incoming fifth grader to stay on the campus to which he/she is currently assigned, any sibling of that incoming fifth grader may also attend the campus for only one school year (the 2021-2022 school year). If a parent chooses to keep their incoming fifth grader (and any sibling) on their current campus for fifth grade, the parent must provide transportation for their child/ren on that campus.

Click here to view the detailed [Elementary Intra-District Transfer Procedures for Incoming 5th Graders 2021-](#)

[2022](#)

Next Steps

- If Approved:
 - Email Community
 - Release Grandfathering Form
- If Not Approved:
 - Reconvene the AZC

Questions?



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Consider Approval of Interlocal Agreement for the Construction of Community Facilities with City Participation between the City of Fort Worth, Texas and Aledo Independent School District

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The site for Middle School No. 2 (McAnally Middle School) on Old Weatherford Road is located in the extraterritorial jurisdiction (ETJ) of the City of Fort Worth (City).
- The District has petitioned the City to annex this site into the city limits of the City.
- Once annexed into the City, Middle School No. 2 (McAnally Middle School) will have access to City of Fort Worth utilities.
- The sewer facility easement approved by the Board of Trustees at the January 19, 2021 board meeting provides for the sewer line tie-in to the current City of Fort Worth sewer facility easement traveling along Little Mary's Creek.
- The Interlocal Agreement presented to you this evening outlines the requirements and financial responsibilities of the District and City for the actual construction of the offsite, public sewer extension that will serve this campus. The City's financial responsibility is that portion of the estimated cost to "up-size" the extension to provide for anticipated future use.
- The following Interlocal Agreement for the Construction of Community Facilities with City Participation has been reviewed and approved by the District's legal counsel.

FISCAL INFORMATION:

The District's estimated cost of \$55,777.80 will be paid from 2019 Bond Program funds allocated for the construction of Aledo ISD Middle School No. 2 (McAnally Middle School).

ATTACHMENTS:

Interlocal Agreement for the Construction of Community Facilities with City Participation between the City of Fort Worth, Texas and Aledo Independent School District

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Interlocal Agreement for the Construction of Community Facilities with City Participation between the City of Fort Worth, Texas and Aledo Independent School District as presented.

**INTERLOCAL AGREEMENT FOR THE
CONSTRUCTION OF COMMUNITY FACILITIES
WITH CITY PARTICIPATION**

This **INTERLOCAL AGREEMENT FOR THE CONSTRUCTION OF COMMUNITY FACILITIES** (“Agreement”) is made and entered into by and between the **City of Fort Worth** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and the **Aledo Independent School District** (“Developer”), acting by and through its duly authorized representative. City and Developer are referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, Developer is constructing improvements or subdividing land within the corporate limits of Fort Worth, Texas or its extraterritorial jurisdiction, for a project known as **Aledo Middle School #2** (“Project”); and

WHEREAS, the City desires to ensure that all developments are adequately served by public infrastructure and that the public infrastructure is constructed according to City standards; and

WHEREAS, as a condition of approval of the Project, Developer is required to bear a portion of the costs of municipal infrastructure by constructing the public infrastructure necessary for the Project as described in this Agreement (“Community Facilities” or “Improvements”); and

WHEREAS, as a condition of approval of the Project, Developer is required to meet the additional obligations contained in this Agreement, and Developer may be required to make dedications of land, pay fees or construction costs, or meet other obligations that are not a part of this Agreement.; and

WHEREAS, the City desires to participate in this Agreement in an amount not to exceed \$222,928.00 to enlarge the scope of the Improvements beyond what Developer is responsible for constructing as authorized by the City Council through approval of M&C _____ on _____, 2021 (“City Participation”); and

WHEREAS, Chapter 791 of the Texas Government Code, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the undertaking will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the City and the Developer do hereby agree as follows:

**1.
CFA Ordinance**

The Community Facilities Agreements Ordinance ("CFA Ordinance"), as amended, is incorporated into this Agreement by reference, as if it was fully set forth herein. Developer agrees to comply with all provisions of the CFA Ordinance in the performance of Developer's duties and obligations pursuant to this Agreement and to cause all contractors hired by Developer to comply with the CFA Ordinance in connection with the work performed by the contractors. If a conflict exists between the terms and conditions of this Agreement and the CFA Ordinance, the CFA Ordinance shall control.

**2.
Incorporation of Engineering Plans**

The engineering plans for the Improvements that have been accepted by the City ("Engineering Plans") are incorporated into this Agreement by reference as if fully set out herein. Developer shall provide at its expense, unless otherwise agreed to by City, all engineering drawings and documents necessary to construct the Improvements required by this Agreement.

**3.
Description of Improvements; Exhibits and Attachments**

The following exhibits describe the general location, nature and extent of the Improvements that are the subject of this Agreement and are attached hereto and incorporated herein by reference:

- Exhibit A: Water
- Exhibit A-1: Sewer
- Exhibit B: Paving
- Exhibit B-1: Storm Drain
- Exhibit C: Street Lights & Signs

The Location Map and Cost Estimates are also attached hereto and incorporated herein by reference. To the extent that Exhibits A, A-1, B, B-1, C, the Location Map, or the Cost Estimates conflict with the Engineering Plans, the Engineering Plans shall control. If applicable, Attachment 1 – Changes to Standard Community Facilities Agreement, Attachment 2 – Phased CFA Provisions, and Attachment 3 – Concurrent CFA Provisions, are attached hereto and incorporated herein for all purposes.

**4.
Construction of Improvements**

Developer agrees to cause the construction of the Improvements contemplated by this Agreement and that said construction shall be completed in a good and workmanlike manner and in accordance with all City standards and specifications, the Engineering Plans, the Cost Estimates provided for the Improvements, and this Agreement. Developer acknowledges that City will not accept the Improvements until the City receives affidavits and lien releases signed by Developer's contractors verifying that the contractors, and all subcontractors and material suppliers, have been paid in full for constructing the Improvements, and consent of the surety on payment and performance bonds provided for the Improvements.

**5.
Financial Guarantee**

Developer has provided the City with a statement of appropriated funds as the financial guarantee for this Agreement which guarantees the construction of the Improvements and payment by Developer for all contractors, subcontractors, and material suppliers for the Improvements (“Financial Guarantee”).

**6.
Completion Deadline; Extension Periods**

This Agreement shall be effective on the date this Agreement is executed by the City’s Assistant City Manager (“Effective Date”). Developer shall complete construction of the Improvements and obtain the City’s acceptance of the Improvements within two (2) years of the Effective Date (“Term”). If construction of the Improvements has started during the Term, the Developer may request that this Agreement be extended for an additional period of time (“Extension Period”). All Extension Periods shall be agreed to in writing by the City and the Developer as set forth in a written amendment to this Agreement. In no event shall the Term of this Agreement plus any Extension Periods be for more than three years.

**7.
Failure to Construct the Improvements**

- (a) The City may utilize the Developer’s Contractor’s Payment and Performance Bonds to cause the completion of the construction of the Improvements if at the end of the Term, and any Extension Periods, the Improvements have not been completed and accepted by the City.
- (b) The City may utilize the Developer’s Contractor’s Payment and Performance Bonds to cause the completion of the construction of the Improvements or to cause the payment of costs for construction of the Improvements before the expiration of the Term, and any Extension Period, if the Developer breaches this Agreement, becomes insolvent, or fails to pay costs of construction.
- (c) This section shall not limit the City’s right to take further action, at law or in equity, if Developer fails to construct the Improvements or pay all contractors and materials suppliers for the Improvements.

**8.
Termination**

If Developer desires to terminate this Agreement before Developer’s contractors begin constructing the Improvements, Developer agrees to the following:

- (a) that Developer and City must execute a termination of this Agreement in writing;
- (b) that Developer will vacate any final plats that have been filed with the county where the Project is located; and
- (c) to pay to the City any costs incurred by the City for the City’s inspectors to attend preconstruction meetings.

9.

Award of Construction Contracts

- (a) Developer will award all contracts for the construction of the Improvements and cause the Improvements to be constructed in accordance with the CFA Ordinance and state law.
- (b) Developer will employ construction contractors who meet the requirements of the City to construct the Improvements including, but not limited, to being prequalified, insured, licensed and bonded to construct the Improvements in the City.
- (c) Developer will require Developer's contractors to provide the City with payment and performance bonds naming the City and the Developer as dual obligees, in the amount of one hundred percent (100%) of the cost of the Improvements as required by the CFA Ordinance. The payment and performance bonds shall guarantee construction of the Improvements and payment of all subcontractors and material suppliers. Developer agrees to require Developer's contractors to provide the City with a maintenance bond naming the City as an obligee, in the amount of one hundred percent (100%) of the cost of the Improvements, that guarantees correction of defects in materials and workmanship for the Improvements by the contractor and surety for a period of two (2) years after completion and final acceptance of the Improvements by the City. All bonds must be provided to the City before construction begins and must meet the requirements of the City's Standard Conditions, Chapter 2253 of the Texas Government Code, and the Texas Insurance Code.
- (d) Developer will require Developer's contractors to provide the City with insurance equal to or in excess of the amounts required by the City's standard specifications and contract documents for developer-awarded infrastructure construction contracts. The City must be named as an additional insured on all insurance policies. The Developer must provide the City with a Certificate of Insurance (ACORD or form approved by the State of Texas), supplied by each contractor's insurance provider, which shall be made a part of the Project Manual.
- (e) Developer will require the Developer's contractors to give forty-eight (48) hours' advance notice of their intent to commence construction of the Improvements to the City's Construction Services Division so that City inspection personnel will be available. Developer will require Developer's contractors to allow construction of the Improvements to be subject to inspection at any and all times by the City's inspectors. Developer will require Developer's contractors to not install or relocate any sanitary sewer, storm drain, or water pipe unless a City inspector is present and gives consent to proceed, and to allow such laboratory tests as may be required by the City.
- (f) Developer will not allow Developer's contractors to begin construction of the Improvements until a notice to proceed to construction is issued by the City.
- (g) Developer will not allow Developer's contractors to connect buildings to service lines of sewer and water mains constructed pursuant to this Agreement, if any, until said sewer, water mains and service lines have been completed to the satisfaction of the City.
- (h) Developer shall ensure the contractors are paid the City's wage rates in effect during construction of the Improvements.

10. Utilities

Developer shall cause the installation or adjustment of utilities required to: (1) serve the Project; and (2) to construct the Improvements required herein. City shall not be responsible for payment of any

costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Improvements to be constructed pursuant to this Agreement.

**11.
Easements and Rights-of-Way**

Developer agrees to provide, at its expense, all necessary rights-of-way and easements required for the construction and dedication to the City of the Improvements provided for by this Agreement.

**12.
Liability and Indemnification**

- (a) ***DEVELOPER WILL REQUIRE ITS ENGINEER TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FOR ANY INADEQUACIES IN THE PRELIMINARY PLANS, SPECIFICATIONS, ENGINEERING PLANS, AND COST ESTIMATES FOR THIS AGREEMENT.***
- (b) ***TO THE EXTENT ALLOWED BY LAW AND WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY UNDER TEXAS LAW, CITY AND DEVELOPER WILL EACH BE RESPONSIBLE FOR THEIR OWN NEGLIGENCE.***
- (c) ***DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE CONSTRUCTION OF THE IMPROVEMENTS CONTEMPLATED HEREIN, WHETHER OR NOT SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE CITY OF FORT WORTH, ITS OFFICERS, SERVANTS, OR EMPLOYEES. FURTHER, DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES SUFFERED BY THE CITY OR CAUSED AS A RESULT OF SAID CONTRACTORS' FAILURE TO COMPLETE THE WORK AND CONSTRUCT THE IMPROVEMENTS IN A GOOD AND WORKMANLIKE MANNER, FREE FROM DEFECTS, IN CONFORMANCE WITH THE CFA ORDINANCE, AND IN ACCORDANCE WITH ALL PLANS AND SPECIFICATIONS.***

**13.
Right to Enforce Contracts**

Upon completion of all work associated with the construction of the Improvements, Developer will assign to the City a non-exclusive right to enforce the contracts entered into by Developer with its contractors, along with an assignment of all warranties given by the contractors, whether express or implied. Further, Developer agrees that all contracts with any contractor shall include provisions granting to the City the right to enforce such contracts as an express intended third party beneficiary of such contracts.

**14.
Estimated Fees Paid by Developer; Reconciliation**

Prior to execution of this Agreement, Developer has paid to the City the estimated cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees in the amounts set forth in the Cost Summary section of this Agreement. Upon completion of the construction of the Improvements, the City will reconcile the actual cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees with the estimated fees paid by Developer. If the actual costs of the fees are more than the estimated payments made by the Developer, the Developer must pay the difference to the City before the Improvements will be accepted by the City. If the actual costs of the fees are less than the estimated payments made by the Developer, the City will refund the difference to the Developer. If the difference between the actual costs and the estimated payments made by the Developer is less than fifty dollars (\$50.00), the City will not issue a refund and the Developer will not be responsible for paying the difference. The financial guarantee will not be released by the City or returned to the Developer until reconciliation has been completed by the City and any fees owed to the City have been paid by the Developer.

**15.
Material Testing**

The City maintains a list of pre-approved material testing laboratories. The Developer must contract with material testing laboratories on the City's list. Material testing laboratories will provide copies of all test results directly to the City and the Developer. If the Improvements being constructed fail a test, the Developer or its contractor must correct or replace the Improvements until the Improvements pass all retests. The Developer or its contractor must pay the material testing laboratories directly for all material testing and retesting. The City will obtain proof from the material testing laboratories that the material testing laboratories have been paid in full by the Developer or its contractor before the City will accept the Improvements.

**16.
Notices**

All notices required or permitted under this Agreement may be given to a party by hand-delivery or by mail, addressed to such party at the address stated below. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Development Coordination Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

DEVELOPER:

Aledo Independent School District
1008 Bailey Ranch Road
Aledo, Texas 76008

With copies to:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

Thomas E. Myers
Brackett & Ellis, P.C.
100 Main Street
Fort Worth, TX 76012-3090

and

City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

Satterfield & Pontikes, Inc.
6220 N. Beltline Rd. Ste.200
Irving, Texas 75063

Or to such other address one party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

17.
Right to Audit

Developer agrees that, until the expiration of three (3) years after acceptance by the City of the Improvements constructed pursuant to this Agreement, that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Developer involving transactions relating to this Agreement. Developer agrees that the City shall have access during normal working hours to all necessary Developer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Developer reasonable advance notice of intended audits.

Developer further agrees to include in all contracts with Developer's contractors for the Improvements a provision to the effect that the contractor agrees that the City shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions to the contract, and further, that City shall have access during normal working hours to all of the contractor's facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Developer's contractors reasonable advance notice of intended audits.

18.
Independent Contractor

It is expressly understood and agreed that Developer and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers shall operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Developer shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and its officers, representatives, agents, servants and employees, and Developer and its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Developer. It is further understood that the City shall in no way be considered a co-employer or a joint employer of Developer or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of Developer. Neither Developer, nor any officers, agents, servants, employees or subcontractors of Developer shall be entitled to any employment benefits from the City. Developer shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

The City, through its authorized representatives and employees, shall have the sole and exclusive right to exercise jurisdiction and control over City employees.

**19.
Applicable Law; Venue**

This Agreement shall be construed under and in accordance with Texas law. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**20.
Non-Waiver**

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely on any such term or right on any future occasion.

**21.
Governmental Powers and Immunities.**

It is understood that by execution of this Agreement, neither the City nor Developer, an independent school district, waives or surrenders any of their governmental powers or immunities.

**22.
Headings**

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**23.
Severability**

In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

**24.
Review of Counsel**

City and Developer, and if they so choose, their attorneys, have had the opportunity to review and comment on this document; therefore any rule of contract construction or interpretation that would normally call for the document to be interpreted as against the drafting party shall not apply in interpretation of this Agreement, and each section, portion, and provision of this Agreement shall be construed solely on the basis of the language contained therein, regardless of who authored such language.

**25.
Immigration and Nationality Act**

Developer shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Developer shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Developer shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Developer employee who is not legally eligible to perform such services. ***DEVELOPER'S CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DEVELOPER, DEVELOPER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.*** City, upon written notice to Developer, shall have the right to immediately terminate this Agreement for violations of this provision by Developer's contractor.

**27.
Amendment**

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the City and Developer.

**28.
Assignment and Successors**

Developer shall not assign or subcontract all or any part of its rights, privileges, or duties under this Agreement without the prior written consent of City. Any attempted assignment or subcontract without the City's prior written approval shall be void and constitute a breach of this Agreement.

**29.
No Third-Party Beneficiaries**

The provisions and conditions of this Agreement are solely for the benefit of the City and Developer, and any lawful assign or successor of Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**30.
Compliance with Laws, Ordinances, Rules and Regulations**

Developer, its officers, agents, servants, employees, and contractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. It is agreed and understood that, if City calls to the attention of Developer any such violation on the part of Developer or any of its officers, agents, servants, employees, or subcontractors, then Developer shall immediately desist from and correct such violation.

**31.
Signature Authority**

The person signing this Agreement on behalf of Developer warrants that he or she has the legal authority to execute this Agreement on behalf of the Developer, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The City is fully entitled to rely on this warranty and representation in entering into this Agreement.

32.
Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

33.
Entire Agreement

This written instrument, together with any attachments, exhibits, and appendices, constitutes the entire understanding between the City and Developer concerning the work to be performed hereunder, and any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

34.
Cost Summary Sheet

Project Name: Aledo Middle School #2

CFA No.: CFA20-0149

City Project No.: 103119

Items	Developer's Cost	City Cost	Total Cost
A. Water and Sewer Construction			
1. Water Construction			
2. Sewer Construction	\$ 35,344.80	\$158,656.20	\$194,001.00
<i>Water and Sewer Construction Total</i>	\$ 35,344.80	\$158,656.20	\$194,001.00
B. TPW Construction			
1. Street	\$ -		
2. Storm Drain	\$ -		
3. Street Lights Installed by Developer	\$ -		
4. Signals	\$ -		
<i>TPW Construction Cost Total</i>	\$ -		
Total Construction Cost (excluding the fees):	\$ 35,344.80	\$158,656.20	\$194,001.00
Estimated Construction Fees:			
C. Construction Inspection Service Fee	\$18,375.00		\$18,375.00
D. Administrative Material Testing Service Fee	\$2,058.00		\$2,058.00
E. Water Testing Lab Fee			
Total Estimated Construction Fees:	\$55,777.80	\$158,656.20	\$214,434.00

<i>Financial Guarantee Options, choose one</i>	<i>Amount</i>	<i>Choice (Mark one)</i>
Bond = 100%		
Completion Agreement = 100% / Holds Plat		
Cash Escrow Water/Sanitary Sewer= 125%		
Cash Escrow Paving/Storm Drain = 125%		
Letter of Credit = 125%		
Statement of Appropriated Funds (Government Entity Only)		X

IN WITNESS WHEREOF, the City and Developer have each executed this Agreement by their duly authorized signatories to be effective on the date executed by the City's Assistant City Manager.

CITY OF FORT WORTH

DEVELOPER

Aledo Independent School District

Dana Burghdoff
Assistant City Manager

Name: Earl H. Husfeld, CPA
Title: Chief Financial Officer

Date: _____

Date: March 11, 2021

Recommended by:

Evelyn Roberts/Jennifer Ezernack
Project Assistant
Planning and Development

Approved as to Form & Legality:

Richard A. McCracken
Sr. Assistant City Attorney

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

M&C No. _____

Date: _____

Form 1295: _____

ATTEST:

Name: Janie Scarlett Morales
Title: Development Manager

Mary J. Kayser/ Ronald Gonzales
City Secretary / Assistant City Secretary

The following attachments are incorporated into this Agreement. To the extent a conflict exists between the main body of this Agreement and the following attachments, the language in the main body of this Agreement shall be controlling.

<u>Included</u>	<u>Attachment</u>
<input checked="" type="checkbox"/>	Attachment 1 - Changes to Standard Community Facilities Agreement
<input type="checkbox"/>	Attachment 2 – Phased CFA Provisions
<input type="checkbox"/>	Attachment 3 – Concurrent CFA Provisions
<input checked="" type="checkbox"/>	Location Map
<input type="checkbox"/>	Exhibit A: Water Improvements
<input checked="" type="checkbox"/>	Exhibit A-1: Sewer Improvements
<input type="checkbox"/>	Exhibit B: Paving Improvements
<input type="checkbox"/>	Exhibit B-1: Storm Drain Improvements
<input type="checkbox"/>	Exhibit C: Street Lights and Signs Improvements
<input type="checkbox"/>	Cost Estimates

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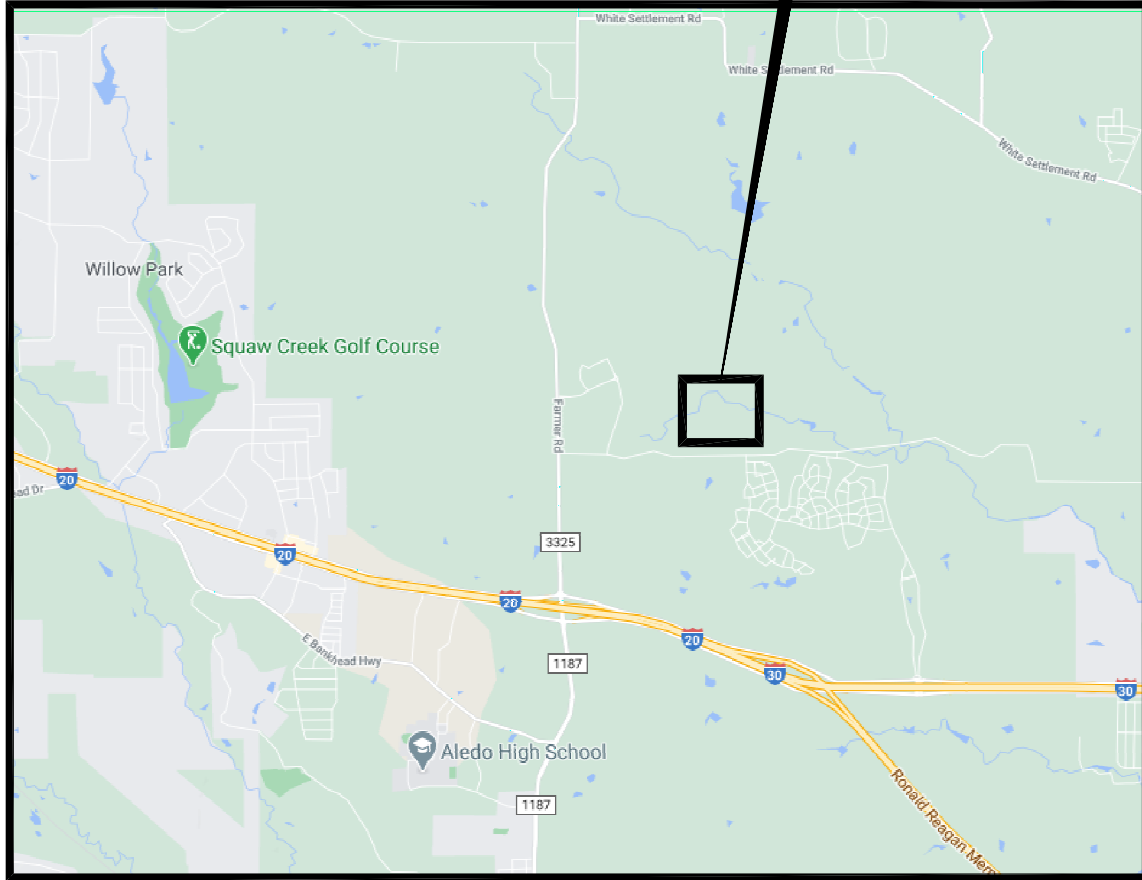
ATTACHMENT “1”

Changes to Standard Community Facilities Agreement

City Project No. 103119

In the body of the agreement.

**PROJECT
LOCATION**



Location Map

N.T.S.

**CPN 103119
Mapsc0 No. 761A / 761B**

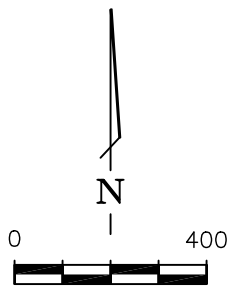
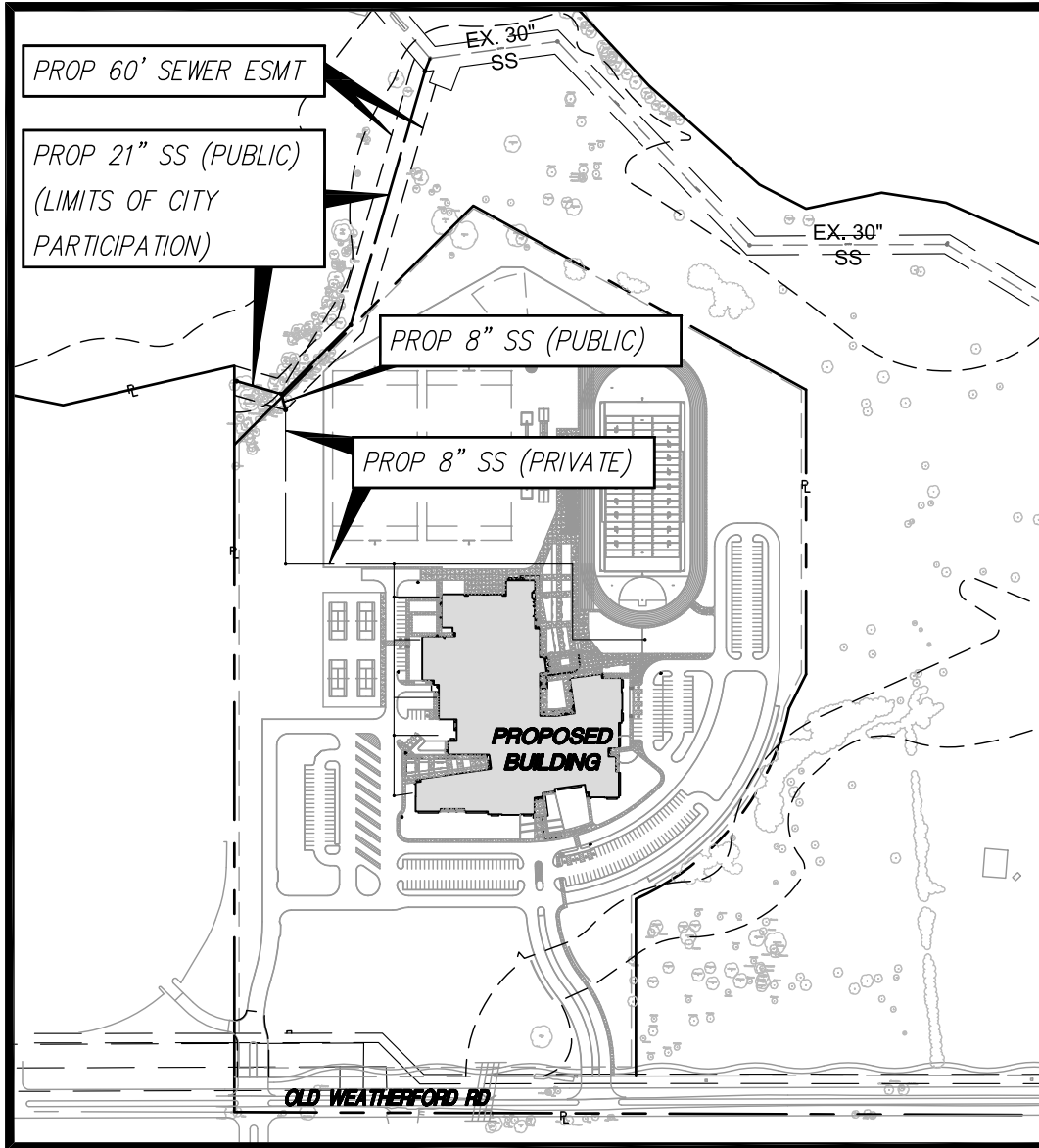
Aledo I.S.D.
1008 Bailey Ranch Rd.
Aledo, Texas 76008

Sanitary Sewer
Improvements
to serve
Aledo Middle
School #2³⁹ Addition

teague nall & perkins

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

(SHEET 1 OF 2)
DATE: JAN 26, 2021



SANITARY SEWER EXHIBIT A1

LEGEND:

- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE

Aledo I.S.D.
1008 Bailey Ranch Rd.
Aledo, Texas 76008

Sanitary Sewer
Improvements
to serve
Aledo Middle
School #2⁴⁰ Addition

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

Drawing: P:\PROJECTS\AL020091\cad\civilsite\GA Exhibits\GA Exhibit - Sanitary Sewer.dwg at Dec 15, 2020 - 2:26pm by jhamilton
Layout: SS Exhibit Xref: X3D-BASE.dwg - XREF-BLDC.dwg - X3D-WSS.dwg



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Consider Approval of Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way for McAnally Middle School

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The District has contracted with Tri-County Electric Cooperative, Inc. to provide electricity service for Middle School No. 2 (McAnally Middle School).
- As shown on Exhibit B of the electric line easement and right-of-way document, the electric line pathway will access the District's property from Old Weatherford Road. Teague Nall & Perkins and Satterfield & Pontikes take no exception to the proposed pathway as depicted on Exhibit B.
- The following Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way has been reviewed and approved by the District's legal counsel.

FISCAL INFORMATION:

None

ATTACHMENTS:

Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends approval of the following Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way for McAnally Middle School as presented.

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

COUNTY OF _____

DATE: _____

Work Order No. _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____
(including county) _____

GRANTEE: **TRI-COUNTY ELECTRIC COOPERATIVE, INC.**

GRANTEE'S MAILING ADDRESS: 200 Bailey Ranch Road
Aledo, Texas 76008

CONSIDERATION: The provision of electrical service and/or other benefits inuring to **GRANTOR** and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR**.

EASEMENT PROPERTY (check either Defined Easement or Blanket Easement):

Defined Easement. The EASEMENT PROPERTY is a tract of land consisting of _____ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

Blanket Easement. The EASEMENT PROPERTY is a tract of land described as follows (check one):

Platted Property.

Lot(s) _____, in Block _____, _____, an addition in the city of _____, (cross out "City of" if property is not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

Unplatted Property. _____ acres of land, more or less, out of the _____ Survey, Abstract No. _____ in _____ County, Texas, as more fully described in an instrument recorded in Volume _____, Page _____ of the _____ Records of _____ County, Texas.

For blanket easements, upon location by **GRANTEE** of its transmission/distribution lines, poles and/or other facilities on said property, the **EASEMENT PROPERTY** shall be limited to that portion of the property within _____ feet in all directions of **GRANTEE'S** lines, poles, guys, anchors, or other facilities on the tract of land described above.

The **EASEMENT PROPERTY** shall include use of the subsurface below and air space above for the **PURPOSE** herein stated. This easement shall also include such portions of adjoining property owned by **GRANTOR** as is necessary for the **PURPOSES** stated below.

PROJECT: Electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

GRANT: **GRANTOR**, for the **CONSIDERATION** received by **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE** an **EASEMENT** appurtenant and Right-of-Way in, upon, and across the **EASEMENT PROPERTY**, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE** and **GRANTEE'S** successors and assigns forever. **GRANTOR** also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

PURPOSE: The **EASEMENT**, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the **PROJECT** or any part of the **PROJECT**, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, right-of-way, rights and privileges granted herein for any use directly related to the **PROJECT** or financing of the **PROJECT**, including but not limited to performing archeological, historical, environmental, or other studies. **GRANTEE** shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the **PROJECT**. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the **PROJECT**, or any part thereof.

ACCESS: **GRANTEE** shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the **EASEMENT PROPERTY** for the above stated **PURPOSE**. **GRANTEE** shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of **GRANTOR** for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, **GRANTEE** shall have the right of reasonable ingress and egress over the adjacent property of **GRANTOR** along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the **PROJECT**, or any part thereof.

TERM: The **EASEMENT** and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

TREES: **GRANTEE** shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to realize the **PURPOSE** herein stated.

STRUCTURES/DAMAGES: In no event shall **GRANTOR** (i) use the **EASEMENT PROPERTY** in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected within the **EASEMENT PROPERTY** a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, **GRANTOR** shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the **EASEMENT PROPERTY**. **GRANTEE** shall be obligated to restore the surface of the and **GRANTOR'S** adjacent property at **GRANTEE'S** sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the **EASEMENT PROPERTY** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **GRANTEE'S** use of the **EASEMENT** granted hereunder. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

MINERALS: **GRANTOR** expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in, on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE'S** use of the **EASEMENT PROPERTY**.

OWNERSHIP: **GRANTOR** agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE** and **GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

WARRANTY: **GRANTOR** warrants and shall forever defend the **EASEMENT** to **GRANTEE** against anyone lawfully claiming or to claim the **EASEMENT** or any part thereof when the claim is by, through or under **GRANTOR**, but not otherwise.

GRANTOR: _____

By: _____
Earl H. Husfeld, Chief Financial Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2____, by _____, **GRANTOR**.

Notary Public, State of Texas

<p>The State of Texas</p> <p>RIGHT-OF-WAY EASEMENT</p> <p>County</p>
--

After Recording, Return this Document to:
Tri-County Electric Cooperative, Inc.
200 Bailey Ranch Road
Aledo, Texas 76008

EXHIBIT "A"

"TRI-COUNTY ELECTRIC EASEMENT"

BEING 0.481 of an acre of land situated in the J.D. Kyle Survey, Abstract No. 792, City of Fort Worth, Parker County, Texas, being a portion of that certain tract of land described in deed to Aledo Independent School District (Aledo I.S.D.), according to the deed filed in Volume 2583, Page 1480, Deed Records of Parker County, Texas (D.R.P.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a smooth 5/8 inch iron rod found at the most southerly southwest corner of said Aledo I.S.D. tract, along the south Right-of-Way (R-O-W) line of Old Weatherford Road (variable width), also being the southeast corner of a tract of land described in deed to Kevin W. Van, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth, as filed in Volume 2459, Page 1357, D.R.P.C.T., and also being in the north line of a tract of land described in deed to Geo Beggs III et al, as filed in Volume 204, Page 497, D.R.P.C.T., from which a 1/2 inch iron rod found for reference in the east line of said Catholic Diocese tract, also being in the most southerly west line of said Aledo I.S.D. tract, bears N 01°12'46" W, a distance of 1199.86 feet;

THENCE N 01°12'46" W, over and across said Old Weatherford Road, along the most southerly west line of said Aledo I.S.D. tract, and along the east line of said Catholic Diocese tract, a distance of 1182.40 feet to a 1/2 inch iron rod set with cap stamped "TNP INC ESMT" (hereinafter all 1/2 inch iron rods set are marked the same);

THENCE over and across said Aledo I.S.D. tract, the following courses and distances;

N 88°47'14" E, a distance of 606.09 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

N 88°47'14" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

S 01°12'46" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

S 88°47'14" W, a distance of 15.00 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

S 88°47'14" W, a distance of 596.09 feet to a 1/2 inch iron rod set;

S 01°12'46" E, a distance of 321.62 feet to a 1/2 inch iron rod set;

N 88°47'14" E, a distance of 271.88 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

N 88°47'14" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

S 01°12'46" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

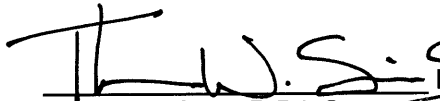
S 88°47'14" W, a distance of 15.00 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

S 88°47'14" W, a distance of 271.88 feet to a 1/2 inch iron rod set;

S 01°12'46" E, passing over and across said Old Weatherford Road, a distance of 840.81 feet to a 1/2 inch iron rod set in the south line of said Aledo I.S.D. tract, also being in the north line of said Geo Beggs III tract;

THENCE S 88°59'20" W, along the south line of said Aledo I.S.D. tract, and along the north line of said Geo Beggs III tract, a distance of 10.00 feet to the POINT OF BEGINNING and containing 20,954 square feet or 0.481 of an acre of land.

 Date March 3, 2021
Theron W. Sims, R.P.L.S.
Texas Registration No. 5887



Surveyed on the ground March 3, 2021

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000161391 was used to scale grid coordinates and distances to surface.

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

NOTES:

1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000161391 was used to scale grid coordinates and distances to surface.

2) All easement corners shown hereon marked with 1/2 inch iron rods set with cap stamped "TNP INC ESMT", unless otherwise noted.

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

MONCRIEF PROPERTIES LLC
 INST. #201932829
 D.R.P.C.T.

LINE #	DIRECTION	LENGTH
L1	N01°12'46"W	1182.40'
L2	N88°47'14"E	606.09'
L3	N01°12'46"W	2.50'
L4	N88°47'14"E	15.00'
L5	S01°12'46"E	15.00'
L6	S88°47'14"W	15.00'
L7	N01°12'46"W	2.50'
L8	S88°47'14"W	596.09'
L9	S01°12'46"E	321.62'
L10	N88°47'14"E	271.88'
L11	N01°12'46"W	2.50'
L12	N88°47'14"E	15.00'
L13	S01°12'46"E	15.00'
L14	S88°47'14"W	15.00'
L15	N01°12'46"W	2.50'
L16	S88°47'14"W	271.88'
L17	S01°12'46"E	840.81'
L18	S88°59'20"W	10.00'

WILBOW-MORNINGSTAR DEV., INC.
 C.C. #201523102
 D.R.P.C.T.
 (REMAINDER OF TRACT 2)

WINDSTREAM DR.
 9
 10
 11
 12
 13
 14
 FFW HOLDINGS, INC.
 C.C. #201410303
 D.R.P.C.T.

**C. JACKSON SURVEY
 ABST. NO. 754**

BLK. 68
 MORNINGSTAR
 CAB. E, SLIDE 179
 P.R.D.C.T.

SEWER FACILITY ESM'T.
 INST. #201524730
 D.R.P.C.T.

KEVIN W. VAN, J.C.D., D.D.,
 BISHOP OF THE CATHOLIC
 DIOCESE OF FORT WORTH
 VOL. 2459, PG. 1357
 D.R.P.C.T.

APPROX. SURVEY LINE

ALEDO INDEPENDENT SCHOOL DISTRICT
 VOL. 2583, PG. 1480
 D.R.P.C.T.

PROPOSED LOT 1, BLK.
 ALEDO MIDDLE SCHOOL
 NO. 2 ADDITION

**J.D. KYLE SURVEY
 ABST. NO. 792**

TRI-COUNTY
 ELECTRIC ESM'T.
 (0.481 Ac.)

WATER FACILITY ESM'T.
 INST. #201524745
 D.R.P.C.T.

OLD WEATHERFORD ROAD

WALSH RANCHES LIMITED PARTNERSHIP
 VOL. 1699, PG. 1765
 D.R.P.C.T.

GEO BEGGS III et al
 VOL. 204, PG. 497
 D.R.P.C.T.



SCALE 1"=300'

1/2" IRF
 (CONTROL MON.)

P.O.B.

SMOOTH 5/8" IRF
 (CONTROL MON.)

(LINE FOR DIRECTIONAL CONTROL)
 N01°12'46"W, 1199.86'

APPROX. SURVEY LINE

**EXHIBIT "B"
 TRI-COUNTY
 ELECTRIC EASEMENT**

Situated in the J.D. Kyle Survey, Abstract No. 792,
 City of Fort Worth, Parker County, Texas.



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

Date: March 3, 2021

Surveyed on the ground
 March 3, 2021



teague nall & perkins

5237 N. Riverside Drive, Suite 100
 47 Fort Worth, Texas 76137
 817.336.5773 ph 817.332.7756 fx

www.tnvinc.com / TBPELS Registration No. 100116-00

SHEET 3 OF 3

JOB No. ALO 21069