



**Westlake Development
Corporation, Inc. (EDC 4B)
Town of Westlake**
Council Chamber, 1500 Solana Blvd
Building 7, Suite 7100 Westlake, TX 76262

Wednesday, October 15, 2025, 5:00 PM

Agenda

Pursuant to Texas Government Code Section 551.127, one or more members of the Westlake Development Corporation Board of Directors may participate in this meeting by videoconference call. A quorum of the Board and the presiding officer will be present at the physical location of the meeting.

NOTE: As authorized by Section 551.071 of the Texas Government Code, the Westlake Development Corporation Board of Directors may enter into closed Executive Session for the purpose of seeking confidential legal advice from their Attorney on any agenda item listed herein.

- A. CALL REGULAR MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT**
- B. APPROVAL OF MINUTES**
 - B.1. Discuss, consider and act to approve the July 7, 2025 Westlake Development Corporation Meeting Minutes.
- C. NEW BUSINESS**
 - C.1. Discuss, consider and act to approve and recommend ratification by the Town Council of an amendment to the Westlake Development Corporation Operating Budget for the Fiscal Year ending September 30, 2026, increasing expenditures in an amount not to exceed \$35,000.00.
- D. REVIEW MEETING CALENDAR TO ADD, AMEND OR CANCEL MEETINGS AS NEEDED**
- E. EXECUTIVE SESSION**

The Westlake Development Corporation Board of Directors will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551 for the following:

 - E.1. Section 551.072: Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property: ED Project 25-06.
 - E.2. Section 551.087: Deliberation regarding Economic Development Negotiations - to Deliberate the Offer of a Financial or Other Incentive to Business Prospects: ED Project 25-08.
- F. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS**
- G. ADJOURNMENT**

I certify that the above notice was posted on the bulletin board at Town of Westlake, Town Hall, located at 1500 Solana Blvd., Building 7, Suite 7100, Westlake, TX 76262, in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

/s/Dianna Buchanan
Town Secretary

Disabilities Notice: If you plan to attend the meeting and have a disability that requires special needs, please contact the Town Secretary's Office 48 hours in advance at Ph. 817-490-5711 and reasonable accommodations will be made to assist you.



**Westlake Development
Corporation, Inc. (EDC 4B)
AGENDA ITEM REPORT**



AGENDA ITEM NO: D.1.

Date: October 15, 2025

From: Dianna Buchanan, Town Secretary, Town Secretary's Office

Item Name: Discuss, consider and act to approve the July 7, 2025 Westlake Development Corporation Meeting Minutes.

Attachments:

1. 07.07.2025 WDC 4B Meeting Minutes FINAL DRAFT

Summary:

The July 7, 2025 Westlake Development Corporation Meeting Minutes are attached for review and consideration of approval.

Background:

Approval of meeting minutes is a formal process ensuring accuracy, transparency, and compliance with the Texas Open Meetings Act. Meeting minutes must document a quorum being present, accurately reflect the meeting's proceedings, and record specific actions taken. Upon approval and execution, the minutes become the official transcript and permanent record of the meeting. Minutes of open meetings are considered public records and are available upon approval for inspection as outlined by the Texas Public Information Act upon request.

Fiscal Impact:

N/A

Legal Review:

N/A

WDC Action Options:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262



Westlake Development Corporation, Inc. Meeting Minutes - Draft

Monday, July 7, 2025

5:00 PM

Council Chamber

Pursuant to Texas Government Code Section 551.127, one or more members of the Board of Directors may participate in this meeting by videoconference call. A quorum of the Board of Directors and the presiding officer will be present at the physical location of the meeting.

NOTE: As authorized by Section 551.071 of the Texas Government Code, the Board of Directors may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney on any agenda item listed herein.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Chairman Kim Greaves called the meeting to order at 5:00 p.m. and announced a quorum present.

BOARD PRESENT:

Kim Greaves, Chair
Tammy Reeves
Todd Gautier
John Nestor
Mike Asselta
Jim Lentz (via remote connection)

BOARD ABSENT:

Matt Rose

STAFF PRESENT:

Town Manager Wade Carroll
Deputy Town Manager Jason Alexander
Town Attorney Alex Crowley
Town Secretary Dianna Buchanan

B. CITIZEN COMMENTS

There was no one to speak at this time.

C. NOMINATE AND ELECT OFFICERS-VICE PRESIDENT AND SECRETARY

Nomination and Motion by Chair Greaves and Motion Second by Director Reeves to elect Tammy Reeves as Vice Chair and Todd Gautier as Secretary of the Westlake Development Corporation, Inc. Chairman Greaves called for the vote. MOTION APPROVED UNANIMOUSLY BY ALL PRESENT.

D. EXECUTIVE SESSION

Chair Greaves announced the Executive Session Items and adjourned the Regular Meeting to Executive Session at 5:00:30 p.m.

- D.1. [25-184](#)** Section 551.072: Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property:
a) 48 and 52 Girona and 34 Cortez, Westlake Entrada
- D.2. [25-185](#)** Section 551.087: Deliberation Regarding Economic Development Negotiations - to deliberate the offer of a financial or other incentive to business prospects:
a. 2025-02
b. 2025-03
c. 2025-04
d. 2025-05

E. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION

Chair Greaves reconvened the Regular Meeting from Executive Session at 6:42 p.m. There was no action as a result of Executive Session.

F. DISCUSSION ITEMS

- F.1. [25-186](#)** Roles and Responsibilities of the Westlake Development Corporation, Inc. Board of Directors.
- Deputy Town Manager Jason Alexander provided an overview of the roles and responsibilities of the Board which includes assisting the Town with the attraction, retention and expansion of primary jobs in addition to recreational or community facilities, affordable housing, water supply facilities, and business enterprise that create or retain primary jobs. The Board may also make project recommendations to the Town Council as required.
- F.2. [25-187](#)** Economic Development Incentive Policy of the Westlake Development Corporation, Inc.
- Deputy Town Manager Jason Alexander detailed Board considerations when establishing the Economic Development Incentive Policy. Considerations include the timing for receipt of incentive requests, minimum job creation and value creation project requirements, recapture, and phasing of economic development incentives. A workshop will be scheduled at a future meeting to further discuss a proposed policy for approval.

G. PRESENTATION

- G.1. [25-188](#)** Receive Update regarding Current and Future Development Projects
- An update regarding current and future development projects was provided by Deputy Town Manager Jason Alexander that included updates for the Front 44, Entrada, Hilton Garden Inn, B1 Bank, La Cima De Entrada (Townhomes), Ventanas Westlake, Solana Hills, and Villagio.

H. NEW BUSINESS

H.1. [25-175](#) Discuss, consider and act to ratify and adopt the Westlake Development Corporation, Inc. Bylaws approved by Westlake Town Council Resolution 25-21 on June 17, 2025.

The Bylaws for the Westlake Development Corporation, Inc. have been updated, approved by the Town Council at their June 17, 2025 meeting and provided for the Board's consideration to ratify approval of the same as presented. Motion by Vice Chair Reeves and Motion Second by Director Asselta to approve the Bylaws as presented. Chair Greaves called for the vote. MOTION APPROVED UNANIMOUSLY BY ALL PRESENT.

H.2. [25-182](#) Discuss, consider and act regarding Chapter 380 Economic Development Agreement with Pluralsight.

Pluralsight requested economic development incentives to assist with their relocation and expansion of headquarter offices from Utah to the Town of Westlake. The Chapter 380 Economic Development Incentive Agreement will provide a sales and use tax rebate. Motion by Director Reeves and Motion Second by Director Nestor to approve the Chapter 380 Economic Development Agreement with Pluralsight as presented. Chair Greaves called for the vote. MOTION APPROVED UNANIMOUSLY BY ALL PRESENT.

H.3. [25-183](#) Discuss, consider and act to approve and recommend approval to Town Council for the Westlake Development Corporation, Inc. Fiscal Year 2025-2026 Budget.

Deputy Town Manager Alexander provided an overview of the proposed budget. Motion by Director Asselta and Motion Second by Vice Chair Reeves to approve and recommend approval of the Fiscal Year 2025-2026 Budget for the Westlake Development Corporation, Inc. to Town Council. Chair Greaves called for the vote. MOTION APPROVED UNANIMOUSLY BY ALL PRESENT.

I. REVIEW MEETING CALENDAR TO ADD, AMEND OR CANCEL MEETINGS AS NEEDED

The date of the next meeting is to be determined. The Bylaws require a meeting be held quarterly.

J. ADJOURNMENT

Chair Greaves adjourned the meeting at 7:03 p.m.

Kim Greaves, Chair

ATTEST:

Town Secretary Dianna Buchanan



Westlake Development Corporation, Inc. (EDC 4B) AGENDA ITEM REPORT

AGENDA ITEM NO: C.1.

Date: October 15, 2025

From: Jason Alexander, Deputy Town Manager Town Manager's Office

Item Name: Discuss, consider and act to approve and recommend ratification by the Town Council of an amendment to the Westlake Development Corporation Operating Budget for the Fiscal Year ending September 30, 2026, increasing expenditures in an amount not to exceed \$35,000.00.

Attachments:

1. Draft WDC Budget Amendment Resolution for Town Council Ratification (October 21, 2025)
2. WDC Westlake Entrada Proposal

Summary:

This is a request for budget amendment to allow the Westlake Development Corporation (the "WDC") to expend funds in an amount not to exceed \$35,000.00 for professional services to be completed by Lew Oliver Inc. The budget approved and adopted by the Town Council on September 16, 2025 for Fiscal Year 2025-2026 for the WDC did not include an item for professional services specifically for Lew Oliver Inc. to complete master planning and other architectural work in connection with developing Entrada that will assist with expanding the tax base, generating meaningful employment opportunities, and improving the quality of life for residents, businesses, and visitors alike within the Town of Westlake (the "Town"). The Office of the Town Manager recommends approval of the request as presented.

Background:

The WDC is tasked with advancing and furthering the distinct economic interests of the Town. To accomplish this purpose, the WDC may expend lawfully approved and appropriated funds to provide business owners, developers, and other community stakeholders with economic development incentives and other assistance in accordance with the Development Corporation Act (the "Act") and other applicable State Laws.

The Town Council approved and adopted the budget for the WDC on September 16, 2025 for Fiscal Year 2025-2026. The approved and adopted budget for the WDC did not include an item for professional services with Lew Oliver Inc.

Receiving permission from MRW Investors, LLC to engage Lew Oliver, Inc., the funds requested to complete the master plan and related visuals for Entrada is for an amount not to exceed \$35,000.00.

Prior to the execution of any agreement with Lew Oliver Inc. --- funds must be lawfully appropriated and approved by the Town Council. This budget amendment request is for \$35,000.00, and such expenditure is commensurate with the agreement shown in Exhibit "A" with Lew Oliver Inc.

Fiscal Impact:

If the request to amend the budget for the WDC is approved, then it will reduce the fund balance by an amount of up to \$35,000.00.

Legal Review:

N/A.

Staff Recommendation:

Staff recommends approval and recommendation to Town Council for ratification of approval.

Westlake Development Corp. Action Options:

Motion to Approve and Recommend Town Council Ratification of Approval as Presented

Motion to Approve with Changes/Conditions and Recommend Town Council Ratification

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE
RESOLUTION NO. 25-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING RATIFICATION BY THE TOWN COUNCIL OF AN AMENDMENT TO THE WESTLAKE DEVELOPMENT CORPORATION OPERATING BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026, INCREASING EXPENDITURES IN AN AMOUNT NOT TO EXCEED 35,000.00; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, both the Town Council of the Town of Westlake, Texas (the “Town”) and the Board of Directors of the Westlake Development Corporation, Inc. (the “WDC”), recognize that the Town is experiencing significant economic development and economic growth because of the presence of globally recognized corporations, a highly talented workforce, and an elevated quality of life that is afforded to residents, businesses, and visitors alike; and

WHEREAS, the Town Council recognizes that the Town and the WDC are most desirous of assisting businesses, developers, and other community stakeholders in advancing the economic development interests of the Town in accordance with the statutes as set forth in Chapters 501-505 of the TEXAS LOCAL GOVERNMENT CODE, as amended, to induce such businesses, developers, and other community stakeholders to invest in Westlake through economic development incentives and other assistance; and

WHEREAS, the WDC convened on October 15, 2025 and recommended approval of the budget amendment request to increase WDC FYE 26 budget expenditures in an amount not to exceed \$35,000.00 for provision of professional services; and

WHEREAS, the Town Council, in agreement with the WDC, finds the request to increase WDC FYE 26 budget expenditures in an amount not to exceed \$35,000.00 to be consistent with achieving the distinct economic development objectives and goals of the Town; and

WHEREAS, the Town Council finds that the passage of this Resolution ratifying the WDC recommendation to increase WDC FYE 26 budget expenditures in an amount not to exceed \$35,000.00 is in the best interest of the citizens of Westlake.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Town Council does hereby ratify the request made by the WDC to increase WDC budget expenditures for the fiscal year ending on September 30, 2026 in an amount not to exceed \$35,000.00.

SECTION 3: That, if any portion of this Resolution shall, for any reason, be declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Town Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this Resolution shall become immediately effective from and after its date of passage.

PASSED AND APPROVED ON THIS 21ST DAY OF OCTOBER 2025.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Matthew C. G. Boyle, Town Attorney



Proposal: Conceptual Design Services – Entrada

Contact name: Jason Alexander

Phone number: 817.490.5739

Contact email: jalexander@westlaketx.gov

Address: Westlake Development Corporation
c/o Jason Alexander
1500 Solana Blvd, Bldg 7, Ste 7200
Westlake, TX 76262

Re: Agreement (this “Agreement”) for conceptual site plan design services for the development currently known as Entrada in Westlake, TX (the “Project”) between Lew Oliver, Inc. (the “Company”) and Westlake Development Corporation (the “Client”) of 1500 Solana Blvd, Bldg 7, Ste 7200, Westlake, TX 76262.

Date: October 9, 2025

Mr. Alexander:

Thank you for considering us to provide site plan design services in the form of a design charrette for the development currently known as Entrada in Westlake, TX (the Project). We offer the following as the scope of work to be completed by Lew Oliver, Inc. with a proposed start date of October 16, 2025 in Clarkesville and a delivery date of November 1, 2025 (if proposal is executed and returned with retainer within 10 days of the date of this proposal):

- Refine Entrada site plan (completed on September 11, 2025):
 - Further refine the street layout and building footprints of the residential and commercial spaces to the south and west of the proposed hotel site;
 - Incorporate the civic space to the west of the canal and across the bridge (initially proposed by Lew) and programming the space for community events of up to 2,000 people;
 - Replace proposed residential units along the eastern part of the canal and adjacent to the stacked flats with an amenity facility and pool; and
 - Incorporate a vision for the remaining 11.16 acres of undeveloped land to the east of Cortes Drive and along Texas Highway 114.
- Material Palette (Catalonia inspired), to include:
 - Stone (including mortar joint and stone color choice);
 - Stucco colors;
 - Hardwoods;

Date:

Initials

- Roof; and
- Window sashes.

Post charrette:

- A digital version of the concept will be provided to the client in PDF format.

Lew Oliver Inc. requests the following be provided by the developer:

- Access to the site for the duration of the charrette
- Transportation and lodging (if applicable)
- Site information (**as available**). All drawings to be at 1:100 scale:
 Aerial Photograph, printed and digital (recent color aerial photograph to be inserted as a background)
 Buffers (delineation of non-build zones, typically associated with areas of conservation/preservation)
 Easements (existing and proposed easements within and adjacent to the property)
 Property Lines (boundary of subject property)
 Project Boundary
 Topography at 5' contours minimum

All concepts, designs, floor plans, and elevations are the intellectual property of Lew Oliver Inc and are licensed for use by the client. Floor plan and elevation concepts are not licensed to be built or reused without a separate license for use by Lew Oliver Inc. Lew Oliver Inc concepts cannot be sold or transferred to a third party or different project without written consent from Lew Oliver Inc.

1. **Design Approval:** Whenever the Client exercises any right to approve or disapprove conceptual drawings or modifications (the “Approved Concepts”), the Client’s decision to approve or disapprove will be in its discretion with structural and design expertise consultation from the Company. In the event that the Client does not approve the conceptual drawings or modifications, then the Client may give notice to the Company either (i) to terminate this Agreement, whereupon neither party will have any further rights or obligations hereunder (other than any obligations of either party that expressly survive termination) or (ii) to extend the time for the Company to propose new designs, drawings, and applicable modifications. If the Client does not approve of proposed designs, drawings, or applicable modifications within a reasonable time, the Company may terminate this Agreement in its sole discretion.

2. **Conceptual Design:** The design process shall not commence until the retainer has been accepted by the Company.

The Company will create conceptual plans (the “Plans”). The Company will incorporate requests gathered from the Client into the Plans. The Company will submit electronically for the Client’s review, conceptual drawings of the Plans (the “Conceptual Drawings”). The Company and the Client will mutually agree on a time and place to review the Conceptual Drawings. After such review, the Client may approve the Conceptual Drawings, or request modifications or alternate option(s). **Fees for requested modifications will apply.**

Date:

Initials

Should the Client require minor revisions, the Company will revise the Conceptual Drawings and submit such revised Conceptual Drawings for the Client’s review. The Company and the Client will mutually agree on a time and place to review the revised Conceptual Drawings. The term “minor revisions” shall be assessed and defined by The Company on a situational basis. Anything deemed by The Company to be more than “minor revisions”, would be subject to an additional base plan fee.

3. **Proprietary Information:** All designs, concepts, drawings, and plans, whether or not approved by the Client, are the intellectual property of the Company and are hereby licensed for the single purpose use by the Client as described herein. **The release of any of the Company’s designs, concepts, drawings or plans to an outside entity for completion is strictly prohibited.**

4. **Fee Structure:**

Site plan revisions:	\$25,000.00
Material Palette:	\$10,000.00
Travel expenses for LOI charrette team (if applicable):	additional

Invoicing schedule

Down payment (due with signed proposal):	\$25,000.00
Invoiced upon submission of Material Palette to Client:	\$10,000.00
Balance due prior to release of documents:	Balance
Additional time or services (anything requested and performed outside of above listed scope) will be invoiced bi-weekly	

Coordination with and/or review of 3rd party services is not included in the scope of work to be provided within this contract.

The Company will send all invoices to the Client electronically unless otherwise requested. The Client will render payment of the invoice to the Company immediately upon receipt of the invoice. In the event that the Client’s outstanding balance exceeds \$1,000, the Company will halt transmittal of any designs, concepts, drawings, or plans until the Client has paid the balance.

All drawings transmitted to the Client prior to receipt of final payment will include the watermark “PROPERTY OF LEW OLIVER INC”.

5. **Governing Law:** This Agreement will be construed under and in accordance with the laws of the State of Georgia. The parties irrevocably agree that any legal proceedings in respect of this Agreement will be brought in the state or federal courts setting in Georgia.

6. **Assignment:** The obligations of the parties and benefits conferred hereunder are personal as to the parties and will not be transferable or assigned without the prior written consent of the other party.

Date: Initials

7. **Severability:** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof or of that provision under other circumstances, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any provision that is partially invalid, illegal, or unenforceable will be enforced to the maximum extent permitted by law.

8. **Entire Agreement:** This Agreement contains the complete agreement of the parties and cannot be varied except by a written agreement signed by the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

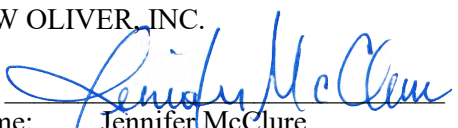
9. **Counterparts:** This Agreement may be executed in any number of counterparts (including by means of facsimile or electronically scanned copies) with the same effect as if all parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument and the binding agreement of each party to the terms herein. A facsimile or electronic image or transmission counterpart or counterparts of this Agreement with the parties' signatures will be deemed an original signed Agreement without the necessity of delivery of a counterpart or counterparts of this Agreement with the parties' original signatures.

10. **Confidentiality:** The Company and the Client agree that they and their agents and representatives will hold the terms of this Agreement including the fee structure in confidence and will not disclose its content to others, except the Company's or the Client's respective investors or owners, lawyers, accountants or lenders, or such other persons as may be reasonably required to know in order to assist in the performance of the Agreement described herein, or as may be required by applicable law. The provisions of this Section will survive any such termination of this Agreement for one (1) year after the date of such termination.

11. **Disclaimer of Architectural Work:** THE COMPANY IS A DESIGN FIRM AND NOT AN ARCHITECTURAL FIRM. THERE IS NO REGISTERED ARCHITECT ON STAFF. CERTAIN STATES REQUIRE THAT DESIGN WORK BE CARRIED OUT UNDER THE AUSPICES OF AN ARCHITECT REGISTERED WITHIN THAT STATE. CONCEPT DESIGNS THAT WOULD BE TAKEN INTO CONSTRUCTION DOCUMENTATION MAY REQUIRE AN ARCHITECT OF RECORD.

12. Should you find this Agreement acceptable, please initial and date each page, scan and email the signed copy. No work will be conducted without a signed Agreement.

Prices on proposals are valid for thirty (30) days from the listed at the top of the proposal.

COMPANY'S SIGNATURE LEW OLIVER, INC. By:  Name: <u>Jennifer McClure</u> Title: <u>Manager</u>	CLIENT'S SIGNATURE: WESTLAKE DEVELOPMENT CORP. By: _____ Name: _____ Title: _____
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Date: _____ Initials