



Town Council/Board of Trustees
Town of Westlake
Council Chamber, 1500 Solana Blvd
Building 7, Suite 7100 Westlake, TX 76262



Tuesday, October 21, 2025, 5:00 PM

REGULAR MEETING AGENDA

The Town Council of the Town of Westlake also serves as the governing Board of Trustees for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. Town Council/Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort of meeting efficiency, any residents wishing to speak must submit a speaker request form to the Town Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council 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, Town Council may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town/School Attorney on any agenda item listed herein.

A. CALL REGULAR MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGES OF ALLEGIANCE

C. CITIZEN/PARENT COMMENTS

This is an opportunity for citizens to address the Town Council/Board of Trustees on any matter, whether or not it is posted on the agenda. Any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual citizen comments are normally limited to three (3) minutes. The presiding officer may ask the citizen to hold their comment on an agenda item if the item is posted as a Public Hearing. The Town Council/Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Town Council/Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

D. ITEMS OF COMMUNITY INTEREST

Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council

events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

D.1. Items of Community Interest

E. PRESENTATIONS

E.1. Receive presentation from Methodist Southlake Medical Center.

E.2. Receive Utility Rate Study.

F. CONSENT AGENDA

All items listed below are considered routine by the Town Council and/or Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a Council/Board Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

- F.1. Discuss, consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the September 16, 2025 Regular Meeting and the October 2, 2025 Special Meeting.
- F.2. Discuss, consider and act to approve Resolution 25-37 authorizing the expenditure of funds for the purchase of water meters and utility parts from Atlas Utility Supply Company for an amount not to exceed \$125,000.
- F.3. Discuss, consider and act to approve Resolution 25-38 authorizing the expenditure of funds for Town-wide landscaping and tree trimming services by Smith Lawn and Tree in an amount not to exceed \$613,000.
- F.4. Discuss, consider and act to approve Resolution 25-39 authorizing the expenditure of funds for the purchase of a Compact Excavator from the RDO Equipment Company in the amount of \$78,997.
- F.5. Discuss, consider and act to approve Resolution 25-41 authorizing the execution and submittal by the Town Manager or his designee of an application to the Public Utility Commission to amend Certificates of Convenience and Necessity (CCN) to Change Boundaries for the Water Service Area and Wastewater Service Area within the Town of Westlake, Texas matching the Town Limits.
- F.6. Discuss, consider, and act to approve Resolution 25-44 ratifying the approval by the Town Manager to purchase one new ambulance from Frazer, Sterling McCall Ford/Frazer Ltd. through HGAC (Houston-Galveston Area Council) Cooperative Purchasing Program for an amount not to exceed \$400,000.00; and authorizing expenditure for completion of said acquisition.
- F.7. Discuss, consider, and act to approve Resolution 25-45 approving and authorizing the expenditure of funds for the purchase and upfit of one 2026 Tahoe emergency command vehicle from Lake Country Chevrolet through the TIPS Cooperative Purchasing Program for an amount not to exceed \$85,000.00; and authorizing expenditure for completion of said acquisition.

- F.8. Discuss, consider, and act to approve Resolution 25-46 to ratify the purchase of one cardiac monitor/defibrillator (LifePak 35) from Stryker through the Sourcewell Purchasing Cooperative Agreement for an amount not to exceed \$75,000.00.
- F.9. Discuss, consider and act to approve Resolution 25-43 approving and authorizing the expenditure of funds for purchasing two Chevrolet Colorado Trucks from the Silsbee Fleet Group through the TIPS Cooperative Purchasing Program for an amount not to exceed \$76,095.50.
- F.10. Discuss, consider and act to approve WA Resolution 25-25 to update the Westlake Academy Compensation Plan by revising both the Administrative Schedule and the Supplemental & Summer Schedule.
- F.11. Discuss, consider and act to approve WA Resolution 25-26 to approve the Westlake Academy Student Code of Conduct for School Year 2025-2026.
- F.12. Discuss, consider and act to approve WA Resolution 25-27 Authorizing the Filing of a Charter Renewal Application with the Texas Education Agency to continue to own and operate Westlake Academy.

G. REGULAR AGENDA ITEMS

- G.1. **(TABLED 09.16.2025)** Discuss, consider and act to approve the Westlake Academy Parent-Student Handbook.
- G.2. **(TABLED 09.16.2025)** Discuss, consider, and act regarding a technology plan for Westlake Academy Class of 2026.
- G.3. Discuss, consider and act regarding Resolution 25-34, approving the participation of the Town in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Local Government Code, as amended; nominating Goosehead Insurance Agency, LLC to the Governor's Office for Economic Development and Tourism as an Enterprise Project through the Economic Development Bank; and authorizing execution by the Town Manager or their Designee of any related documents and actions in support of that nomination.
- G.4. Discuss, consider and act to approve Resolution 25-48 ratifying actions approved by the Westlake Development Corporation (WDC) to amend the WDC Operating Budget for the Fiscal Year Ending September 30, 2026 by increasing expenditures in an amount not to exceed \$35,000.00 and to approve a Professional Services Contract between the WDC and Lew Oliver Inc. for conceptual site plan services for the Entrada Development.
- G.5. Discuss, consider and act to approve Resolution 25-47 Ratifying the Authorization by the Town Manager for the Emergency Repair of Water Infrastructure by Global Pump Solutions for replacement of a 250 horsepower motor and starter for pump #4 at the Town's water pump station in an amount not to exceed \$78,000 utilizing Buy Board Contract #770-25.
- G.6. Discuss, consider and act regarding the start time for Regular Meetings of the Town Council/Board of Trustees and authorize amendment of the FY 25-26 Meeting Calendar accordingly.

H. EXECUTIVE SESSION

The Town Council/Board of Trustees will conduct a closed session pursuant to Section 551.071 (2) of the Texas Government Code, for the purpose of seeking confidential legal advice from the Town Attorney/Westlake Academy Attorney for the following:

H.1. Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Affiliate Group: Westlake Academy Athletic Club (WAAC).

H.2. Section 551.072: Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property: 48 and 52 Girona and 34 Cortez, Westlake Entrada, Westlake.

I. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS

J. FUTURE AGENDA ITEMS

K. STAFF RECAP OF COUNCIL DIRECTION

L. 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 Dianna Buchanan

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.



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025
FROM: Jon Sasser, Director of Communications, Communications
SUBJECT: Items of Community Interest

AGENDA ITEM NO: D.1.

SUMMARY/BACKGROUND:

Updates on events and news around Westlake and Westlake Academy.

Pursuant to Texas Government Code Section 551.0415 the Town Council (and or designee) may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

NOTABLE ITEMS AND UPCOMING EVENTS:

Monster Mash

Saturday, October 25, 2025; 5-8 pm
Westlake Academy Campus/Fieldhouse

Planning & Zoning Meeting

Tuesday, November 4, 2025; 5 pm
1500 Solana Blvd, Westlake

Town Council Meeting

Tuesday, November 18, 2025; 5 pm
1500 Solana Blvd, Westlake

Town Hall/Municipal Court Closed

Thanksgiving Holiday
November 27-28, 2025

Westlake Together Tree Lighting

Wednesday, December 3, 2025; 6-9 pm
1500 Solana Blvd, Westlake

Additional Notes:

- **Fall Cleanup:** 30 people total
- **Trash Survey:** Vote in November, new dates start in January
- **Mayor's Volunteer Service Program:** Starts Oct 26, Nov 2, Nov 16



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025
FROM: Cayce Lay Lamas, Finance Director, Finance
SUBJECT: Receive Utility Rate Study.

AGENDA ITEM NO: E.2.

ATTACHMENTS:

1. Westlake 2025 Utility Rate Study Report

SUMMARY :

The Town engaged a third-party expert, NewGen Strategies, to perform a utility rate study that includes the newly approved capital improvement plan and recent changes to service delivery. The rate study includes a thorough analysis of customer and usage trends, comparison against other municipalities, and incorporates the Town's desire to minimize the impact on its users' costs while remaining financially sustainable. Council will hear the details of the study, discuss a proposal to restructure volumetric rates and keep base service fees flat, and provide staff direction on any adjustments to the current rate structure. No action will be taken at this meeting to change utility rates.

BACKGROUND AND DISCUSSION:

The Town's Utility Fund is its second-largest operating fund and accounts for all water, sewer, and refuse activities. The Utility Fund is an enterprise-type fund, which means that fees must be set at levels that ensure the continued sustainability of providing municipal utility service to all users. Best practices direct the Town to conduct a rate study every 3-5 years, depending on changing circumstances and direction, as a way to ensure fees being charged are sufficient to provide all services. The Town last engaged NewGen Strategies to conduct a study in 2022. In the three years since the prior study, the Town has undergone significant changes impacting its Utility Fund. Costs to provide water and sewer services have continued to climb in recent years across the board. The Public Works Department has experienced significant turnover, added positions to aid in proactive service delivery, began an audit of meters and records, and worked with consultants to develop both a water master plan and impact fee study. The Town developed a capital improvement plan, which includes utility projects, as a result of the strategic plan approved by Council last winter. Additionally, the Town has shifted its strategic focus to improved technologies, alignment with best practices, and future development.

The rate study conducted factors in these changes while adhering to three primary objectives: ensure revenues keep pace with costs; maintain sufficient working capital and debt service coverage ratios; and smooth the impact on customers' bills over time. The proposed rate structure change includes keeping base fees flat for both water and wastewater through 2031, the last year of the model.

Volumetric rates are proposed to be restructured for water to be more in line with industry-standard differentials between the tiers and to lower the top usage tier to better reflect natural breaks in actual usage trends. The majority of residential users will see their monthly bills remain effectively flat. Less than 10% of all residential users will see increases in their bills for usage over the 100,000 gallon demarcation. Commercial volumetric tiers will slightly decrease between the tiers to reflect the inherent operational requirements of our largest economic contributors.

Staff will request feedback on the proposed restructuring and present an ordinance at the November meeting with any desired changes to utility rates. Any proposed rate changes would not go into effect until January 1, 2026. This rate model will be reviewed annually to ensure the assumptions are still valid and support future sustainability.

FISCAL IMPACT:

There is no fiscal impact from the presentation.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Receive the Utility Rate Study.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

Final Report | October 2025

Water and Wastewater Rate Update

Town of Westlake, Texas

Prepared by:



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Table of Contents

Section 1 Introduction	1-1
1.1 Background	1-1
1.2 Current Rates	1-1
Section 2 Revenue Requirement and Current Rate Sufficiency	2-1
2.1 Revenue Requirement	2-1
2.2 Inflation Factors	2-2
2.3 Capital Improvement Plan	2-2
2.4 Total Projected Expenses	2-3
2.5 Financial Performance with Current Rates	2-3
Section 3 Rate Plan	3-1
3.1 Proposed Rate Plan	3-1
3.2 Financial Performance with Proposed Water Rates	3-2
Section 4 Recommendations	4-1

List of Tables

Table 1-1 Current Water Minimum Charges by Meter Size	1-2
Table 1-2 Current Water Volumetric Rates	1-2
Table 1-3 Current Wastewater Minimum Charges by Meter Size	1-3
Table 1-4 Current Wastewater Volumetric Rates	1-3
Table 2-1 Net Revenue Requirement	2-1
Table 3-1 Recommended Rate Increases	3-1

List of Figures

Figure 2-1. Capital Improvement Plan	2-2
Figure 2-2. Cost Summary	2-3

List of Appendices

- A Financial Schedules
 - Summary Dashboard with Key Performance Indicators
 - General Assumptions
 - Wholesale
 - CIP
 - Existing Debt
 - Projected Debt
 - Water Rate Plan
 - Wastewater Rate Plan
 - Water Billing Inputs
 - Wastewater Billing Inputs
 - Water Projected Revenue Detail
 - Wastewater Projected Revenue Detail
 - Water Financial Summary
 - Wastewater Financial Summary
 - Combined Utility Financial Summary
- B Water & Wastewater Rate Study Presentation

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Section 1 INTRODUCTION

The Town of Westlake (Town) retained NewGen Strategies and Solutions, LLC (NewGen) to perform the Town's Water and Wastewater Rate Study (Study). The purpose of the update was to determine the total cost of providing water and wastewater services, review performance under the current rates and propose rate changes (if required) to safeguard the financial integrity of the Town for the five-year forecast period from Fiscal Year (FY) 2026 through FY 2031.

The resulting rate recommendations were predicated on three primary objectives, which were to:

- Ensure revenues keep pace with rising costs
- Maintain sufficient working capital and debt service coverage ratios
- Smooth impact on customers' bills over time

This report describes the analysis conducted for the Town and makes recommendations with respect to rates to be charged to the Town's water and wastewater customers. This report consists of four sections, the last of which details NewGen's recommendations. The Appendix includes schedules supplementing the findings in this report and the presentation of results provided with the Study.

1.1 Background

The Town, located in Tarrant and Denton Counties within the Dallas–Fort Worth metropolitan area, serves approximately 950 water customers and 700 wastewater connections. The utility is in a strong financial position with over 900 days cash on hand and a strong debt service coverage of 2.22.

Wholesale treated water and wastewater treatment are provided through Fort Worth Water and the Trinity River Authority (TRA) respectively. Additionally, a smaller portion of the Town's wastewater flows to Southlake. Wholesale costs from Fort Worth Water and TRA make up over half of the utility's costs and are one of the drivers for rate increases in the forecast, representing a 7.6% year-over-year increase on average. Additionally, the expected issuance of \$19.1M in new debt for utility related capital projects alongside existing debt contributes to 26% of costs by FY 2031. Failure by the Town to pass along these wholesale rate adjustments to its retail customers can negatively impact the financial integrity of the Town's water and wastewater utility, limiting its ability to fund operations, maintenance, and critical infrastructure projects necessary to support continued growth.

1.2 Current Rates

The current retail water rates are shown in Tables 1-1 and 1-2 below. The minimum charges increase in relation to the meter size, which is consistent with industry best management practices. Larger water meters can place greater demands on the water system and should therefore pay a greater fixed charge to compensate the utility for the infrastructure put into service to accommodate this increased demand. For volumetric charges, the Town utilizes a four-tiered volumetric rate structure for all water accounts and a two-tiered structure for wastewater accounts.

Table 1-1
Current Water Minimum Charges by Meter Size

Meter Size (inches)	Minimum Residential Bill	Minimum Commercial Bill
3/4	\$ 52.92	\$ 57.33
1	88.38	95.74
1 ½	176.22	190.91
2	282.06	305.57
3	617.58	669.04
4	1,111.32	1,203.93
6	1,822.43	4,247.93

Rates above apply to both Residential and Commercial Irrigation accounts.

Table 1-2
Current Water Volumetric Rates

Volumetric Charges (per 1,000 gallons)	Residential	Commercial
0–20,000	\$ 4.32	\$ 4.76
20,001–40,000	5.66	6.23
40,001–400,000	6.98	7.69
400,001+	9.03	9.93

Current government accounts (excluding The Academy) are charged according to the residential class rate structure. The Town currently employs differentials on volumetric block rates, meaning there is a price increase between the consumption tiers. Currently, the differentials are 31%, 23%, and 29% between the second, third, and fourth blocks. It is more common to see residential rate structure differentials to increase or at least stay consistent in higher tiers to send price signals for highly fluctuating and seasonal discretionary usage. That said, commercial high-volume users are generally using large volumes as part of a business process such as manufacturing or for cooling, which is typically more uniform throughout the year.

The current retail wastewater rates are shown in Tables 1-3 and 1-4 below. Like water, the minimum charges vary by meter size and are slightly higher for commercial wastewater service than residential accounts. Unlike water, wastewater volumetric rates have no charge for the first 2,000 gallons for residential accounts, which are included with the minimum charge. The volumetric charges for residential customers are based on a winter average using water consumption in December, January, and February. Customers without an established winter average are billed a maximum of 15,000 gallons. The volumetric charges for non-residential (i.e., commercial) customers are based on actual consumption.

Table 1-3
Current Wastewater Minimum Charges by Meter Size

Meter Size (inches)	Minimum Residential Bill	Minimum Commercial Bill
3/4	\$ 44.77	\$ 52.80
1	82.65	98.73
1 ½	151.53	181.38
2	239.92	288.14
3	517.72	621.04
4	883.92	1,060.70
6	1,830.98	2,033.01

Table 1-4
Current Wastewater Volumetric Rates

Volumetric Charges (per 1,000 gallons)	Residential	Commercial
0-2,000	\$0.00	
2,001+	8.36	
All Volumes		\$ 10.06

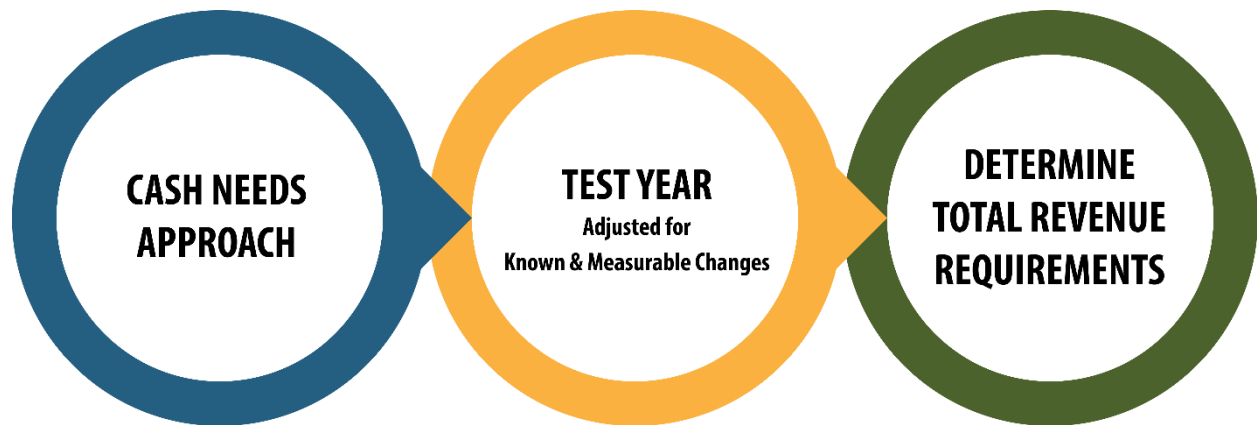
Similarly, as with water, government accounts are charged according to the residential rate structure.

Section 2

REVENUE REQUIREMENT AND CURRENT RATE SUFFICIENCY

2.1 Revenue Requirement

NewGen developed a “Test Year” for the Study based on the FY 2026 Preliminary Budget. A Test Year is a common term in rate studies that refers to an adjusted budget that is used as a basis for setting rates. The Test Year should be representative of “typical” conditions, with adjustments for unusual or one-time expenses. The Test Year separates costs and allocates them specifically to the water and wastewater functions. The development of the Test Year was completed in coordination with Town staff and reflects all known and measurable changes as of this report.



The Test Year was used to develop a five-year revenue requirement forecast for FY 2026 through FY 2031. The net revenue requirement identifies the amount that should be recovered from rates in order to fully recover the cost of providing service; total expenses less other (non-rate) revenues. In addition to the Test Year, the revenue requirement incorporates inflation factors, a capital improvement plan, and debt service. Table 2-1 shows the net five-year revenue requirement forecast for the utility.

Table 2-1
Net Revenue Requirement

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Expenses	\$ 7,662,981	\$ 7,992,614	\$ 9,164,850	\$ 10,236,823	\$ 10,962,279	\$ 11,151,249
Other Revenues	586,500	336,500	336,500	336,500	336,500	336,500
Net Revenue Requirement	\$ 7,076,481	\$ 7,656,114	\$ 8,828,350	\$ 9,900,323	\$ 10,625,779	\$ 10,814,749

The following sections within this report summarize the key factors affecting the projected revenue requirement.

2.2 Inflation Factors

The Test Year revenue requirement was used as the basis for the five-year financial forecast. Certain expenses were projected based on fixed costs such as debt service payments. However, the majority of expenses were Operations and Maintenance (O&M) related costs, which were inflated based on historical averages or industry standards as follows:

- General inflation based on the historical Municipal Cost Index (MCI)
 - 2.96% in FY 2026 through FY 2031
- Salaries and Benefits increase at 5.00% per year
- Construction cost index increases at 3.36% per year
- An average annual growth in customer connections of 67 per year from FY 2026 through FY 2031

2.3 Capital Improvement Plan

One of the major costs for the Town will result from the \$47.9M capital plan with new debt issuances totaling \$19.1M driving debt service cost increases. As seen below, water projects in FY 2027 and FY 2028 drive the majority of the cost, which are comprised of two major projects: the Elevated Storage Tank and Pump Station #2. In addition to debt, the Town plans to fund its capital plans with the following other sources: \$22.3M from the General Fund, \$1.0M from Utility Cash, and \$5.6M from existing bond proceeds.

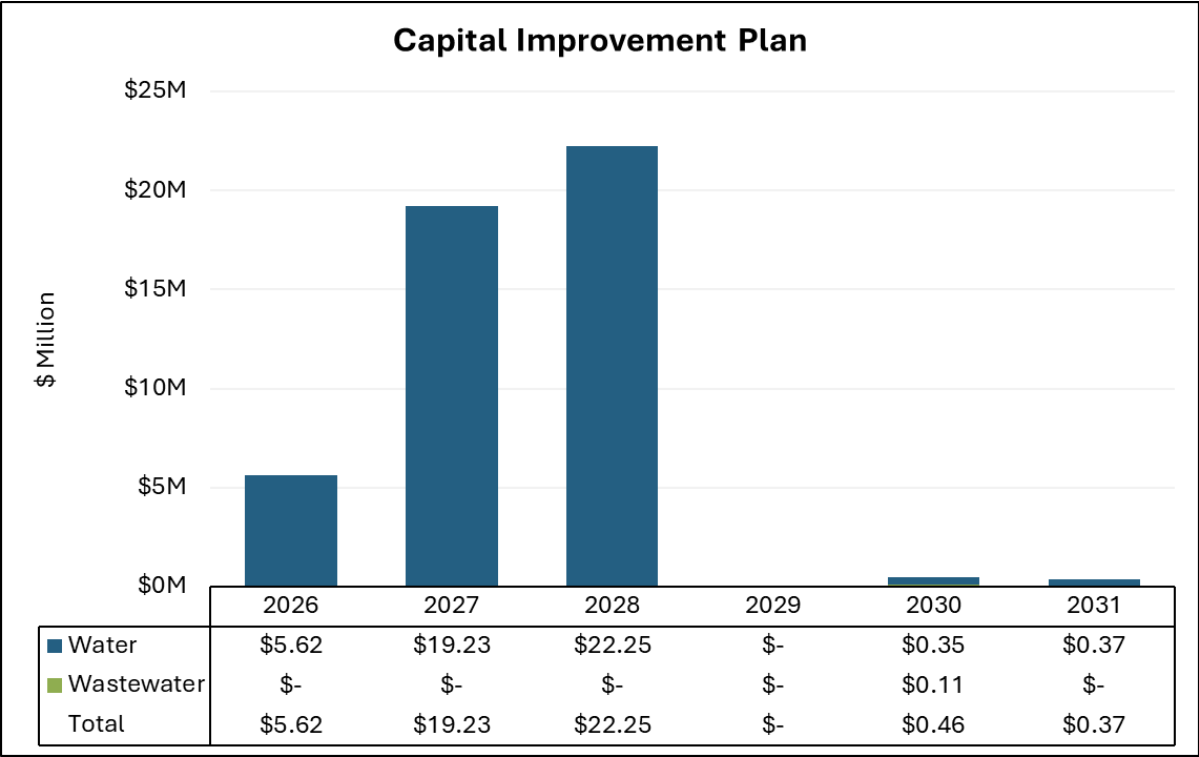


Figure 2-1. Capital Improvement Plan

2.4 Total Projected Expenses

Factoring expected inflation and capital, total expenses increase from \$7.7M in FY 2026 to \$11.2M in FY 2031, which is an average annual rate of growth of 7.8%. This growth in expenses and impact of wholesale cost increases to the utility are illustrated in Figure 2-2.

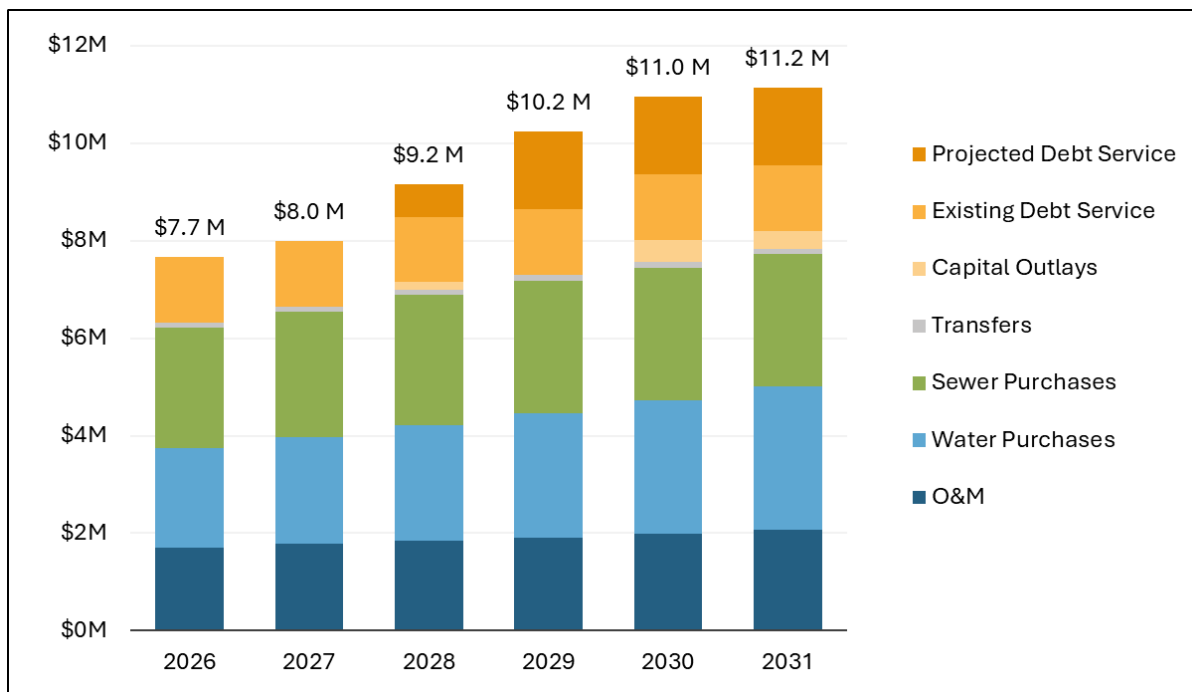


Figure 2-2. Cost Summary

2.5 Financial Performance with Current Rates

In evaluating the performance of utility rates, some estimation of billed water consumption and billed wastewater flow is required. Revenue forecasts were extrapolated from utility billing data provided by the Town. Analysts at NewGen worked with Town staff to extract the necessary detailed historical account and usage data from the Town's utility billing system. This raw data enabled the Project Team to perform a revenue check, as well as historical consumption analysis utilized in forecasting. The number of water and sewer connections, and average water use by customer class and month, provided the basis for the revenue projections. The Project Team reviewed the consumption data provided and projected consumption using average consumption for each class each month from October 2022 to June 2025.

Based on our review, projected revenues with current rates are insufficient to meet the Town's stated debt service coverage objectives starting in FY 2029. Details related to the expected revenue performance without any rate changes are outlined in the Fund Summary Under Current Rates in the Appendix.

Section 3

RATE PLAN

3.1 Proposed Rate Plan

As discussed in the introduction, this rate study seeks to satisfy the objectives below:

- Ensure revenues keep pace with rising costs
- Maintain sufficient working capital and debt service coverage ratios
- Smooth the impact on customers' bills over time

NewGen is recommending three structural rate design changes be adopted in FY 2026.

1. The first recommendation is to revise rate tiers by reducing the top tier from 400,001 plus to 100,0001 plus.
2. The second is to modify the volumetric rate tier differentials for each class.
 - a. Residential rates increase by 30% between each successive step.
 - b. Commercial rates only increase the first step from tier one to tier two at 30%, with all higher tiers set to 20%.
3. Third, and following discussion with Town staff, it is proposed that Town and Academy accounts pay for water volumes at cost instead of following a tiered rate system, updated annually following wholesale rates from Fort Worth Water.

Lastly, after the rate design changes are implemented in FY 2026 and subject to all other assumptions, NewGen anticipates only one future year with a volumetric rate increase as follows:

Table 3-1
Recommended Rate Increases

Service and Charge Type	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Rates					
Minimum Charges	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges	0.00%	0.00%	0.00%	2.00%	0.00%
Wastewater Rates					
Minimum Charges	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges	0.00%	0.00%	0.00%	2.00%	0.00%

Detailed schedules for water and wastewater rates projected for FY 2026 through FY 2031 are included in the Appendix of this report.

3.2 Financial Performance with Proposed Water Rates

The Town's combined utility performance with proposed rates meets both minimum and target financial objectives for the utility, exceeding the operating reserve target of no less than 360 days cash on hand and a debt service coverage ratio of 1.12 or higher.

In addition to meeting financial policies, the recommended changes will likely reduce the typical residential and commercial bill slightly. While the expected savings are less than \$1 per month, this is a much better outcome than continual increases. Another benefit to the proposed rate design is holding minimum charges at the current rates, leaving any additional revenue needs to be made up through actual water consumption and billed wastewater flow.

Lastly, the tier rate differentials send price signals consistent with our understanding of Town objectives. Specifically, the adjustment to residential rates with a consistent premium on each rate tier and lowering the top tier threshold to 100,000 gallons suggests the Town discourages excessive, discretionary water use. The reduced differential for commercial signals the Town's commitment to ensuring high volume water users for business purposes are not penalized.

Section 4

RECOMMENDATIONS

Listed below are the findings and recommendations from the water and wastewater rate study update.

■ **Recommended Rates:**

NewGen recommends the Town make changes to the water rate structures and tiered volumetric rates with the suggested differentials for FY 2026, as proposed. No change is proposed for wastewater rates in FY 2026.

■ **Closely Monitor Assumptions:**

The assumptions in this Study have all been vetted by Town staff and are reasonable given current market conditions. That said, the proposed revenue performance is critically linked to historical consumption and projected connection growth. NewGen recommends Town staff continuously monitor wholesale providers' expected costs and compare revenues and expenses to the anticipated outcomes in this five-year forecast.

■ **Ensure Financial Stability:**

The Town has internal financial policies requiring a Days Cash on Hand at a minimum amount of 90 days of annual operating expenses, with a target of 360 days. As proposed, the revenues produced by the rate plan satisfy the minimum each year. Debt service coverage minimum is projected to be met each year as proposed, and the target of 1.12 is satisfied by FY 2031.

To the extent future rates do not generate sufficient revenue to meet minimum policies, then action should be taken to amend the Town's rate plan. Failure to abide by the Town's own financial policies could result in a reduced bond rating which, consequentially, can result in a higher, long-term borrowing cost for the Town and ultimately, higher rates for ratepayers.

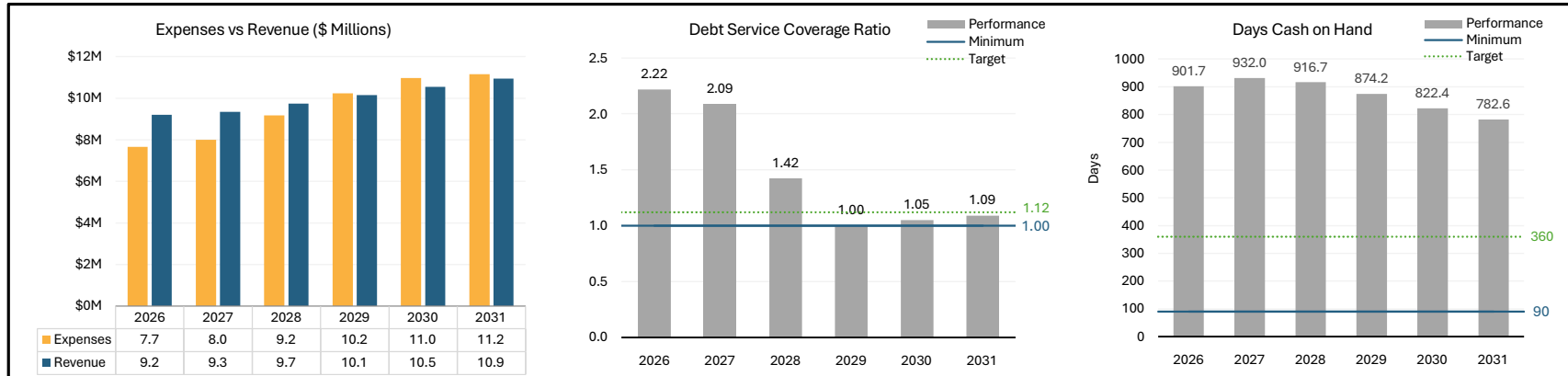
Appendix A
FINANCIAL SCHEDULES



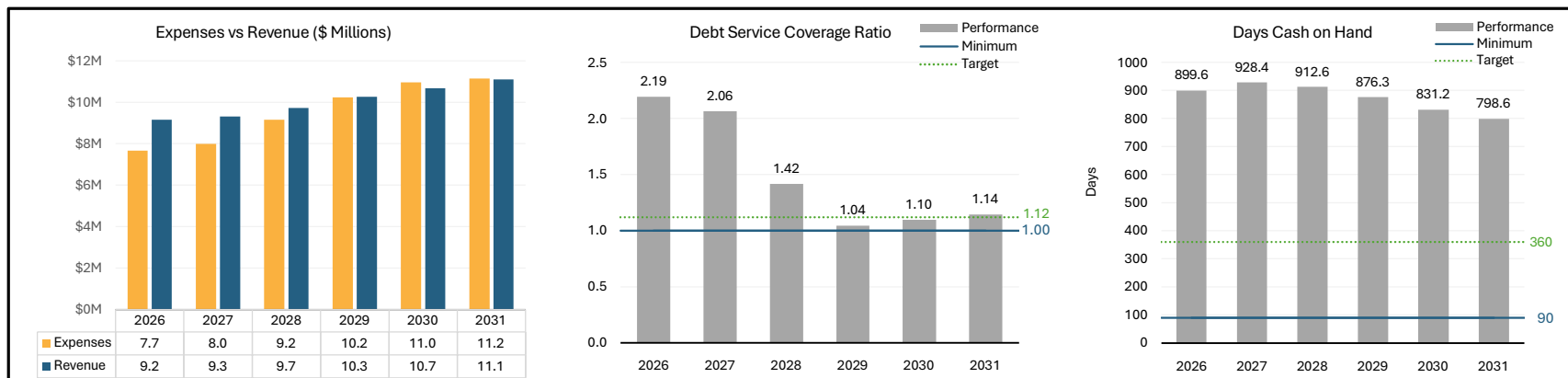
Dashboard

Combined

Financial Performance - Current Rates



Financial Performance - Proposed Rates



Baseline Rate Increases

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%
Wastewater - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Wastewater - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%



General Assumptions

Projection Period

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Projection Period (Fiscal Year)	2026	2027	2028	2029	2030	2031

Basis for projections	Budget	Projected	Projected	Projected	Projected	Projected
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Beginning Fund Balances

Unrestricted Reserves	\$ 13,842,815
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Financial Policies

Days Cash on Hand Requirement	90
Debt Service Coverage Target	1.00

Allocation Factors

Factors that are used to allocate costs between different utilities / services

Allocation Factor	Water	Wastewater	Other	
Water	100.0%	0.0%	0.0%	Assumed 100% water
Wastewater	0.0%	100.0%	0.0%	Assumed 100% sewer
Other	0.0%	0.0%	100.0%	Assumed 100% other
50/50	50.0%	50.0%	0.0%	1/2 Water, 1/2 Wastewater
Revenues (W/WW)	67.3%	32.7%	0.0%	Allocations based on historical revenue for water and sewer
Customers (W/WW)	61.2%	38.8%	0.0%	Customer count
Direct Costs	79.8%	20.2%	0.0%	Direct cost shares, used to allocate overheads and other indirect costs
TBD	50.0%	40.0%	10.0%	To be determined
None	0.0%	0.0%	0.0%	No allocations used



General Assumptions

Inflation Factors

Factors that are used to project expenses and revenues into future years

	2026	2027	2028	2029	2030	2031
Inflation Factor	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
General		2.96%	2.96%	2.96%	2.96%	2.96%
Construction		3.36%	3.36%	3.36%	3.36%	3.36%
Customer Growth		6.81%	6.38%	5.99%	5.66%	5.35%
Water Volumes		4.72%	4.50%	4.31%	4.13%	3.97%
General + Customer Growth		9.97%	9.53%	9.13%	8.78%	8.47%
Salaries		5.00%	5.00%	5.00%	5.00%	5.00%
Benefits		5.00%	5.00%	5.00%	5.00%	5.00%
Fuel		1.56%	1.56%	1.56%	1.56%	1.56%
Electricity		1.02%	1.02%	1.02%	1.02%	1.02%
Chemicals		1.77%	1.77%	1.77%	1.77%	1.77%
Chemicals + Water Volumes		6.57%	6.35%	6.16%	5.97%	5.81%
General + Water Volumes		7.82%	7.60%	7.40%	7.21%	7.04%
Electricity + Water Volumes		5.78%	5.57%	5.37%	5.19%	5.03%
None		0.00%	0.00%	0.00%	0.00%	0.00%
Non-Recurring		-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Schedule		0.00%	0.00%	0.00%	0.00%	0.00%
TBD		0.00%	0.00%	0.00%	0.00%	0.00%

Municipal Cost Index, 20 year average (to April 2025)
 Construction Cost Index, 20 year average (to April 2025)
 Modeled growth in water connections
 Modeled water volumes (excluding effects of prices on demand)
 Composite of general inflation and customer growth
 Confirmed by client to be 3-5% per year, as per email 8/5/2025
 Confirmed by client to be 3-5% per year, as per email 8/5/2025
 US Energy Information Administration, Annual Energy Outlook 2025
 US Energy Information Administration, Annual Energy Outlook 2025
 BLS price index for water treating compounds, 20 year average (to April 2025)
 Composite of chemical price inflation and water volumes
 Composite of general price inflation and water volumes
 Composite of electricity price inflation and water volumes
 Budget items that are fixed in cash terms
 Budget items that do not recur

Growth Assumptions

Assumed growth in customers connections over the projection period

Annual Growth in Connections	2026	2027	2028	2029	2030	2031
Residential	67	67	67	67	67	67
Total	67	67	67	67	67	67



Wholesale Water & Sewer

- Wholesale water and wastewater treatment services from Fort Worth and TRA

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
WATER								
Modeled change in water volumes			0.0%	4.7%	4.5%	4.3%	4.1%	4.0%
Assumed Annual Rate Changes				4.0%	4.0%	4.0%	4.0%	4.0%
<u>Wholesale Volumetric Charges</u>								
Volumetric Rate (\$ / kgal)	\$ 2.32030	\$ 2.36120	\$ 2.4876	\$ 2.587	\$ 2.691	\$ 2.798	\$ 2.910	\$ 3.027
<u>Wholesale Volumes (kgal)</u>								
Total Annual Volume	636,448	636,448	636,448	666,462	696,475	726,488	756,501	786,514
<u>Wholesale Fixed Charges</u>								
Maximum Day (MG, Excess)	2.70830	2.82088	2.82088	2.82088	2.82088	2.82088	2.82088	2.82088
Maximum Day Rate	\$ 128,609	\$ 100,828	\$ 123,319	\$ 128,252	\$ 133,382	\$ 138,717	\$ 144,266	\$ 150,036
Maximum Hour (MG, Excess)	4.99400	4.99400	4.99400	4.99400	4.99400	4.99400	4.99400	4.99400
Maximum Day Rate	\$ 45,949	\$ 34,377	\$ 21,546	\$ 22,408	\$ 23,304	\$ 24,236	\$ 25,206	\$ 26,214
Annual Rate of Use Charge	\$ 577,781	\$ 456,101	\$ 455,469	\$ 473,687	\$ 492,635	\$ 512,340	\$ 532,834	\$ 554,147
<u>Other Charges</u>								
Service Charge (\$ / year)	\$ 600	\$ 600	\$ 600	\$ 624	\$ 649	\$ 675	\$ 702	\$ 730
Wholesale Water Costs	\$ 2,055,133	\$ 1,959,483	\$ 2,039,298	\$ 2,198,517	\$ 2,367,210	\$ 2,545,882	\$ 2,735,060	\$ 2,935,298
Annual Change in Wholesale Water		-4.7%	4.1%	7.8%	7.7%	7.5%	7.4%	7.3%
Effective Rate per Kgal	\$	\$ 3.08	\$ 3.20	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.62	\$ 3.73



Wholesale Water & Sewer

SEWER

Projected MGD	0.230	0.241	0.241	0.241	0.241	0.241	0.241	0.241	0.241
Volumes TRA (1,000 Gallons)	83,950	87,965	87,965	87,965	87,965	87,965	87,965	87,965	87,965
Volumes Southake (1,000 Gallons)	137,199	137,199	137,199	137,199	137,199	137,199	137,199	137,199	137,199
Projected Rate / 1,000 Gallons	\$ 11.034	\$ 10.134	\$ 10.996	\$ 11.446	\$ 11.893	\$ 12.089	\$ 12.089	\$ 12.089	\$ 12.089
Total Charges	\$ 2,440,154	\$ 2,281,808	\$ 2,475,899	\$ 2,577,223	\$ 2,677,871	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003

Wholesale Sewer Costs	\$ 2,440,154	\$ 2,281,808	\$ 2,475,899	\$ 2,577,223	\$ 2,677,871	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003	\$ 2,722,003
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Annual Change in Wholesale Sewer		-6.5%	8.5%	4.1%	3.9%	1.6%	0.0%	0.0%	
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Capital Improvement Plan

Base Year for Current Cost Estimate **2025**
 Cost Escalation Factor **3.36%**

Inflation Index
 1.034 1.068 1.104 1.141 1.180 1.219

Project Description	Escalate Costs	Funding Method	Allocations			Projected Cost Estimate						
			Water	Wastewater	Other	2026	2027	2028	2029	2030	2031	Total
Water Tower Engineering	Yes	Existing Debt	100%	0%	0%	\$ 775,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775,200
Land Acquisition Water Tower	Yes	Existing Debt	100%	0%	0%	775,200	-	-	-	-	-	775,200
EST No. 2	Yes	New Debt	100%	0%	0%	-	8,012,467	-	-	-	-	8,012,467
Pump Station 2 Engineering	Yes	General Fund	100%	0%	0%	-	1,068,329	-	-	-	-	1,068,329
Land Acquisition Pump Station 2	Yes	General Fund	100%	0%	0%	-	2,136,658	-	-	-	-	2,136,658
Pump Station No.2	Yes	New Debt	100%	0%	0%	-	-	11,042,248	-	-	-	11,042,248
Pump Station Recommendations F&N	Yes	Existing Debt	100%	0%	0%	3,700,288	-	-	-	-	-	3,700,288
Pump Station Generator Install Package	Yes	Existing Debt	100%	0%	0%	310,080	-	-	-	-	-	310,080
PS - Refurbish pumps #2 and #3	Yes	Existing Debt	100%	0%	0%	62,016	-	-	-	-	-	62,016
Add PRVs to SCADA System - control remotely	Yes	Cash	100%	0%	0%	-	-	165,634	-	-	-	165,634
Tank Painting	Yes	Cash	100%	0%	0%	-	-	-	-	353,903	365,794	719,696
N-1 Rehab	Yes	Cash	0%	100%	0%	-	-	-	-	94,374	-	94,374
N-1 ROW/Easement Acquisition	Yes	Cash	0%	100%	0%	-	-	-	-	11,797	-	11,797
EST No. 2	Yes	General Fund	100%	0%	0%	-	8,012,467	-	-	-	-	8,012,467
Pump Station No.2	Yes	General Fund	100%	0%	0%	-	-	11,042,248	-	-	-	11,042,248
						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 460,073	\$ 365,794	\$ 47,928,702
Total by Utility												
Water						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 353,903	\$ 365,794	\$ 47,822,532
Wastewater						-	-	-	-	106,171	-	106,171
Other						-	-	-	-	-	-	-
Total						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 460,073	\$ 365,794	\$ 47,928,702
Total by Funding Source												
Cash						\$ -	\$ -	\$ 165,634	\$ -	\$ 460,073	\$ 365,794	\$ 991,501
New Debt						-	8,012,467	11,042,248	-	-	-	19,054,715
General Fund						-	11,217,454	11,042,248	-	-	-	22,259,702
Existing Debt						5,622,784	-	-	-	-	-	5,622,784
						\$ 5,622,784	\$ 19,229,921	\$ 22,250,130	\$ -	\$ 460,073	\$ 365,794	\$ 47,928,702



Existing Debt Service

Debt Issuance	P&I	Allocations			2026	2027	2028	2029	2030	2031
		Water	Wastewater	Other						
Series 2013 CO (UF Portion)	P&I	100.0%	0.0%	0.0%	\$ 55,954	\$ 55,618	\$ 55,771	\$ 67,737	\$ 67,857	\$ 67,378
Series 2018 CO	P&I	100.0%	0.0%	0.0%	143,638	145,932	143,118	145,160	142,080	143,884
Series 2022 GORB	P&I	100.0%	0.0%	0.0%	868,900	866,800	864,100	865,700	866,500	866,500
Series 2025 (UF Portion)	P&I	100.0%	0.0%	0.0%	270,848	270,848	270,848	270,848	270,848	270,848
Total Existing Debt					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Summary										
Total Water (P&I)					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Total Wastewater (P&I)					-	-	-	-	-	-
Total Other (P&I)					-	-	-	-	-	-
Total Existing Debt Service					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Total for Projection Period					\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610



Projected Debt Service

	2026		2027		2028		2029		2030		2031	
Debt Funding Needs												
Water	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Wastewater		-		-		-		-		-		-
Other		-		-		-		-		-		-
Total Debt Funding Needs	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Debt to be Issued												
Water	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Wastewater		-		-		-		-		-		-
Other		-		-		-		-		-		-
New Debt to be Issued	\$	-	\$	8,012,467	\$	11,042,248	\$	-	\$	-	\$	-
Financing Terms												
Interest Rate (%)		5.500%		5.500%		5.500%		5.500%		5.500%		5.500%
Term of Issue (Years)		20		20		20		20		20		20
Modeled Debt Service												
	Series 2026		Series 2027		Series 2028		Series 2029		Series 2030		Series 2031	
Projected P&I Payments	\$	-	\$	670,478	\$	924,008	\$	-	\$	-	\$	-
Cumulative Annual P&I												
Water		\$		-	\$	670,478	\$	1,594,486	\$	1,594,486	\$	1,594,486
Wastewater				-		-		-		-		-
Other				-		-		-		-		-
Total Projected Debt	\$	-	\$	-	\$	670,478	\$	1,594,486	\$	1,594,486	\$	1,594,486



Projected Debt Service

	2026	2027	2028	2029	2030	2031
Debt Service Summary						
Projected Debt						
Water (\$)	\$ -	\$ -	\$ 670,478	\$ 1,594,486	\$ 1,594,486	\$ 1,594,486
Wastewater (\$)	-	-	-	-	-	-
Other (\$)	-	-	-	-	-	-
Total Projected Debt	\$ -	\$ -	\$ 670,478	\$ 1,594,486	\$ 1,594,486	\$ 1,594,486
Existing Debt						
Water (\$)	\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Wastewater (\$)	-	-	-	-	-	-
Other (\$)	-	-	-	-	-	-
Total Existing Debt	\$ 1,339,340	\$ 1,339,198	\$ 1,333,837	\$ 1,349,445	\$ 1,347,285	\$ 1,348,610
Total Debt Service						
Water (\$)	\$ 1,339,340	\$ 1,339,198	\$ 2,004,315	\$ 2,943,931	\$ 2,941,771	\$ 2,943,096
Wastewater (\$)	-	-	-	-	-	-
Other (\$)	-	-	-	-	-	-
Total Debt Service	\$ 1,339,340	\$ 1,339,198	\$ 2,004,315	\$ 2,943,931	\$ 2,941,771	\$ 2,943,096



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Residential Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.41	\$ 4.41	\$ 4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
2,001 - 20,000 gal	4.32	4.32	4.32	4.32	4.41	4.41	4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
20,001 - 40,000 gal	5.66	5.62	5.62	5.62	5.73	5.73	5.73	-0.71%	0.00%	0.00%	1.96%	0.00%	0.00%
40,001 - 100,000 gal	6.98	7.31	7.31	7.31	7.45	7.45	7.45	4.73%	0.00%	0.00%	1.92%	0.00%	0.00%
100,001 - 400,000 gal	6.98	9.50	9.50	9.50	9.69	9.69	9.69	36.10%	0.00%	0.00%	2.00%	0.00%	0.00%
400,001+ gal	9.03	9.50	9.50	9.50	9.69	9.69	9.69	5.20%	0.00%	0.00%	2.00%	0.00%	0.00%
Commercial Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	57.33	57.33	57.33	57.33	57.33	57.33	57.33	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	95.74	95.74	95.74	95.74	95.74	95.74	95.74	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	190.91	190.91	190.91	190.91	190.91	190.91	190.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	305.57	305.57	305.57	305.57	305.57	305.57	305.57	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	669.04	669.04	669.04	669.04	669.04	669.04	669.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.86	\$ 4.86	\$ 4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
2,001 - 20,000 gal	4.76	4.76	4.76	4.76	4.86	4.86	4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
20,001 - 40,000 gal	6.23	6.19	6.19	6.19	6.32	6.32	6.32	-0.64%	0.00%	0.00%	2.10%	0.00%	0.00%
40,001 - 100,000 gal	7.69	7.43	7.43	7.43	7.58	7.58	7.58	-3.38%	0.00%	0.00%	2.02%	0.00%	0.00%
100,001 - 400,000 gal	7.69	8.92	8.92	8.92	9.10	9.10	9.10	15.99%	0.00%	0.00%	2.02%	0.00%	0.00%
400,001+ gal	9.93	8.92	8.92	8.92	9.10	9.10	9.10	-10.17%	0.00%	0.00%	2.02%	0.00%	0.00%



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Government Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 3.20	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.62	\$ 3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
2,001 - 20,000 gal	4.32	3.20	3.30	3.40	3.50	3.62	3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
20,001 - 40,000 gal	5.66	3.20	3.30	3.40	3.50	3.62	3.73	-43.46%	3.13%	3.03%	2.94%	3.43%	3.04%
40,001 - 100,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
100,001 - 400,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
400,001+ gal	9.03	3.20	3.30	3.40	3.50	3.62	3.73	-64.56%	3.13%	3.03%	2.94%	3.43%	3.04%
Residential Irrigation													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.41	\$ 4.41	\$ 4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
2,001 - 20,000 gal	4.32	4.32	4.32	4.32	4.41	4.41	4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
20,001 - 40,000 gal	5.66	5.62	5.62	5.62	5.73	5.73	5.73	-0.71%	0.00%	0.00%	1.96%	0.00%	0.00%
40,001 - 100,000 gal	6.98	7.31	7.31	7.31	7.45	7.45	7.45	4.73%	0.00%	0.00%	1.92%	0.00%	0.00%
100,001 - 400,000 gal	6.98	9.50	9.50	9.50	9.69	9.69	9.69	36.10%	0.00%	0.00%	2.00%	0.00%	0.00%
400,001+ gal	9.03	9.50	9.50	9.50	9.69	9.69	9.69	5.20%	0.00%	0.00%	2.00%	0.00%	0.00%



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Commercial Irrigation													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	57.33	57.33	57.33	57.33	57.33	57.33	57.33	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	95.74	95.74	95.74	95.74	95.74	95.74	95.74	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	190.91	190.91	190.91	190.91	190.91	190.91	190.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	305.57	305.57	305.57	305.57	305.57	305.57	305.57	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	669.04	669.04	669.04	669.04	669.04	669.04	669.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	1,203.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	4,247.93	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.76	\$ 4.86	\$ 4.86	\$ 4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
2,001 - 20,000 gal	4.76	4.76	4.76	4.76	4.86	4.86	4.86	0.00%	0.00%	0.00%	2.10%	0.00%	0.00%
20,001 - 40,000 gal	6.23	6.19	6.19	6.19	6.32	6.32	6.32	-0.64%	0.00%	0.00%	2.10%	0.00%	0.00%
40,001 - 100,000 gal	7.69	7.43	7.43	7.43	7.58	7.58	7.58	-3.38%	0.00%	0.00%	2.02%	0.00%	0.00%
100,001 - 400,000 gal	7.69	8.92	8.92	8.92	9.10	9.10	9.10	15.99%	0.00%	0.00%	2.02%	0.00%	0.00%
400,001+ gal	9.93	8.92	8.92	8.92	9.10	9.10	9.10	-10.17%	0.00%	0.00%	2.02%	0.00%	0.00%
Government Irrigation													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.92	52.92	52.92	52.92	52.92	52.92	52.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	176.22	176.22	176.22	176.22	176.22	176.22	176.22	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	282.06	282.06	282.06	282.06	282.06	282.06	282.06	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	617.58	617.58	617.58	617.58	617.58	617.58	617.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	1,111.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	1,822.43	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 3.20	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.62	\$ 3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
2,001 - 20,000 gal	4.32	3.20	3.30	3.40	3.50	3.62	3.73	-25.93%	3.13%	3.03%	2.94%	3.43%	3.04%
20,001 - 40,000 gal	5.66	3.20	3.30	3.40	3.50	3.62	3.73	-43.46%	3.13%	3.03%	2.94%	3.43%	3.04%
40,001 - 100,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
100,001 - 400,000 gal	6.98	3.20	3.30	3.40	3.50	3.62	3.73	-54.15%	3.13%	3.03%	2.94%	3.43%	3.04%
400,001+ gal	9.03	3.20	3.30	3.40	3.50	3.62	3.73	-64.56%	3.13%	3.03%	2.94%	3.43%	3.04%



Proposed Rates - Water

	RATES							ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Fire Line Water													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	88.38	88.38	88.38	88.38	88.38	88.38	88.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.41	\$ 4.41	\$ 4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
2,001 - 20,000 gal	4.32	4.32	4.32	4.32	4.41	4.41	4.41	0.00%	0.00%	0.00%	2.08%	0.00%	0.00%
20,001 - 40,000 gal	5.66	5.62	5.62	5.62	5.73	5.73	5.73	-0.71%	0.00%	0.00%	1.96%	0.00%	0.00%
40,001 - 100,000 gal	6.98	7.31	7.31	7.31	7.45	7.45	7.45	4.73%	0.00%	0.00%	1.92%	0.00%	0.00%
100,001 - 400,000 gal	6.98	9.50	9.50	9.50	9.69	9.69	9.69	36.10%	0.00%	0.00%	2.00%	0.00%	0.00%
400,001+ gal	9.03	9.50	9.50	9.50	9.69	9.69	9.69	5.20%	0.00%	0.00%	2.00%	0.00%	0.00%



Proposed Rates - Wastewater

RATES								ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Residential Winter Average Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	44.77	44.77	44.77	44.77	44.77	44.77	44.77	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	82.65	82.65	82.65	82.65	82.65	82.65	82.65	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	151.53	151.53	151.53	151.53	151.53	151.53	151.53	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	239.92	239.92	239.92	239.92	239.92	239.92	239.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	517.72	517.72	517.72	517.72	517.72	517.72	517.72	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	883.92	883.92	883.92	883.92	883.92	883.92	883.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2,001+ gal	8.36	8.36	8.36	8.36	8.53	8.53	8.53	0.00%	0.00%	0.00%	2.03%	0.00%	0.00%
Residential Actual Volume Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	44.77	44.77	44.77	44.77	44.77	44.77	44.77	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	82.65	82.65	82.65	82.65	82.65	82.65	82.65	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	151.53	151.53	151.53	151.53	151.53	151.53	151.53	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	239.92	239.92	239.92	239.92	239.92	239.92	239.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	517.72	517.72	517.72	517.72	517.72	517.72	517.72	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	883.92	883.92	883.92	883.92	883.92	883.92	883.92	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	1,830.98	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2,001 - 15,000 g	8.36	8.36	8.36	8.36	8.53	8.53	8.53	0.00%	0.00%	0.00%	2.03%	0.00%	0.00%
15,001+ gal	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%



Proposed Rates - Wastewater

RATES								ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031	2026	2027	2028	2029	2030	2031
Commercial Sewer													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.80	52.80	52.80	52.80	52.80	52.80	52.80	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	98.73	98.73	98.73	98.73	98.73	98.73	98.73	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	181.38	181.38	181.38	181.38	181.38	181.38	181.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	288.14	288.14	288.14	288.14	288.14	288.14	288.14	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	621.04	621.04	621.04	621.04	621.04	621.04	621.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
All Volumes	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.26	\$ 10.26	\$ 10.26	0.00%	0.00%	0.00%	1.99%	0.00%	0.00%
Commercial Sewer Deduct													
Minimum Charges (\$ / month)													
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	52.80	52.80	52.80	52.80	52.80	52.80	52.80	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	98.73	98.73	98.73	98.73	98.73	98.73	98.73	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	181.38	181.38	181.38	181.38	181.38	181.38	181.38	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	288.14	288.14	288.14	288.14	288.14	288.14	288.14	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	621.04	621.04	621.04	621.04	621.04	621.04	621.04	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	1,060.70	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	2,033.01	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)													
All Volumes	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.06	\$ 10.26	\$ 10.26	\$ 10.26	0.00%	0.00%	0.00%	1.99%	0.00%	0.00%



Proposed Rates - Wastewater

RATES									ANNUAL CHANGE					
	Current	2026	2027	2028	2029	2030	2031		2026	2027	2028	2029	2030	2031
Government Sewer														
Minimum Charges (\$ / month)														
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	44.77	44.77	44.77	44.77	44.77	44.77	44.77		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	82.65	82.65	82.65	82.65	82.65	82.65	82.65		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	151.53	151.53	151.53	151.53	151.53	151.53	151.53		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	239.92	239.92	239.92	239.92	239.92	239.92	239.92		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	132.00	132.00	132.00	132.00	132.00	132.00	132.00		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)														
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2,001 - 15,000 g	8.36	8.36	8.36	8.36	8.53	8.53	8.53		0.00%	0.00%	0.00%	2.03%	0.00%	0.00%
15,001+ gal	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Keller Inside Sewer														
Minimum Charges (\$ / month)														
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3/4"	17.43	17.43	17.43	17.43	17.43	17.43	17.43		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1 1/2"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6"	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volumetric Charges (\$ / kgal)														
0 - 2,000 gal	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.88	\$ 4.98	\$ 4.98	\$ 4.98		0.00%	0.00%	0.00%	2.05%	0.00%	0.00%
2,001 - 20,000 g	4.88	4.88	4.88	4.88	4.98	4.98	4.98		0.00%	0.00%	0.00%	2.05%	0.00%	0.00%
20,001+ gal	-	-	-	-	-	-	-		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	1,668	1,668	1,668	1,668	1,668	1,668
1"	6,549	7,353	8,157	8,961	9,765	10,569
1 1/2"	540	540	540	540	540	540
2"	132	132	132	132	132	132
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	8,889	9,693	10,497	11,301	12,105	12,909
Volumes (kgal)						
0 - 2,000 gal	16,320	17,796	19,272	20,748	22,224	23,700
2,001 - 20,000 gal	107,566	117,270	126,975	136,679	146,383	156,087
20,001 - 40,000 gal	77,033	83,976	90,895	97,431	104,323	111,214
40,001 - 100,000 gal	106,713	116,046	125,558	134,554	144,030	153,506
100,001 - 400,000 gal	49,009	52,820	57,128	61,190	65,481	69,772
400,001+ gal	1,005	1,095	1,185	1,275	1,365	1,455
Total Volumes (kgal)	357,647	389,004	421,013	451,877	483,806	515,735
Commercial Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	36	36	36	36	36	36
1"	120	120	120	120	120	120
1 1/2"	48	48	48	48	48	48
2"	108	108	108	108	108	108
3"	12	12	12	12	12	12
4"	108	108	108	108	108	108
6"	36	36	36	36	36	36
Total Annual Connections	468	468	468	468	468	468
Volumes (kgal)						
0 - 2,000 gal	775	775	775	775	775	775
2,001 - 20,000 gal	4,959	4,959	4,959	4,959	4,959	4,959
20,001 - 40,000 gal	4,241	4,243	4,243	4,225	4,225	4,225
40,001 - 100,000 gal	9,193	9,209	9,209	9,171	9,171	9,171
100,001 - 400,000 gal	24,053	23,850	23,850	23,754	23,754	23,754
400,001+ gal	39,876	39,876	39,876	39,876	39,876	39,876
Total Volumes (kgal)	83,098	82,912	82,912	82,761	82,761	82,761



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Government Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	48	48	48	48	48	48
1"	48	48	48	48	48	48
1 1/2"	12	12	12	12	12	12
2"	12	12	12	12	12	12
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	120	120	120	120	120	120
Volumes (kgal)						
0 - 2,000 gal	154	154	154	154	154	154
2,001 - 20,000 gal	695	695	695	695	695	695
20,001 - 40,000 gal	384	390	388	385	383	380
40,001 - 100,000 gal	529	534	531	528	524	521
100,001 - 400,000 gal	124	123	123	122	121	120
400,001+ gal	0	0	0	0	0	0
Total Volumes (kgal)	1,886	1,896	1,890	1,884	1,877	1,871
Residential Irrigation						
Annual Connections						
All	0	0	0	0	0	0
3/4"	84	84	84	84	84	84
1"	360	360	360	360	360	360
1 1/2"	132	132	132	132	132	132
2"	24	24	24	24	24	24
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	600	600	600	600	600	600
Volumes (kgal)						
0 - 2,000 gal	1,112	1,112	1,112	1,112	1,112	1,112
2,001 - 20,000 gal	8,131	8,131	8,131	8,131	8,131	8,131
20,001 - 40,000 gal	6,858	6,861	6,861	6,834	6,834	6,834
40,001 - 100,000 gal	11,934	11,913	11,913	11,867	11,867	11,867
100,001 - 400,000 gal	8,356	8,284	8,284	8,251	8,251	8,251
400,001+ gal	1,003	1,003	1,003	1,003	1,003	1,003
Total Volumes (kgal)	37,394	37,303	37,303	37,197	37,197	37,197



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Irrigation						
Annual Connections						
All	0	0	0	0	0	0
3/4"	276	276	276	276	276	276
1"	312	312	312	312	312	312
1 1/2"	60	60	60	60	60	60
2"	612	612	612	612	612	612
3"	180	180	180	180	180	180
4"	12	12	12	12	12	12
6"	12	12	12	12	12	12
Total Annual Connections	1,464	1,464	1,464	1,464	1,464	1,464
Volumes (kgal)						
0 - 2,000 gal	2,038	2,038	2,038	2,038	2,038	2,038
2,001 - 20,000 gal	12,447	12,447	12,447	12,447	12,447	12,447
20,001 - 40,000 gal	10,870	10,873	10,873	10,828	10,828	10,828
40,001 - 100,000 gal	24,827	24,866	24,866	24,766	24,766	24,766
100,001 - 400,000 gal	56,373	55,960	55,960	55,734	55,734	55,734
400,001+ gal	50,936	50,936	50,936	50,936	50,936	50,936
Total Volumes (kgal)	157,491	157,121	157,121	156,749	156,749	156,749
Government Irrigation						
Annual Connections						
All	0	0	0	0	0	0
3/4"	24	24	24	24	24	24
1"	36	36	36	36	36	36
1 1/2"	36	36	36	36	36	36
2"	132	132	132	132	132	132
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	228	228	228	228	228	228
Volumes (kgal)						
0 - 2,000 gal	377	377	377	377	377	377
2,001 - 20,000 gal	2,920	2,920	2,920	2,920	2,920	2,920
20,001 - 40,000 gal	2,977	3,019	3,000	2,983	2,962	2,944
40,001 - 100,000 gal	6,981	7,092	7,049	7,007	6,959	6,917
100,001 - 400,000 gal	19,095	19,272	19,155	19,043	18,912	18,797
400,001+ gal	11,775	11,775	11,775	11,775	11,775	11,775
Total Volumes (kgal)	44,126	44,455	44,276	44,105	43,906	43,730



Billing Determinants Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Fire Line Water						
Annual Connections						
All	0	0	0	0	0	0
3/4"	0	0	0	0	0	0
1"	36	36	36	36	36	36
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	36	36	36	36	36	36
Volumes (kgal)						
0 - 2,000 gal	72	72	72	72	72	72
2,001 - 20,000 gal	561	561	561	561	561	561
20,001 - 40,000 gal	444	444	444	442	442	442
40,001 - 100,000 gal	596	595	595	593	593	593
100,001 - 400,000 gal	165	165	165	164	164	164
400,001+ gal	0	0	0	0	0	0
Total Volumes (kgal)	1,838	1,837	1,837	1,832	1,832	1,832
Total Annual Connections	11,805	12,609	13,413	14,217	15,021	15,825
Total Volumes (kgal)	683,479	714,528	746,353	776,405	808,128	839,876
Statistics						
Average Monthly Connections	984	1,051	1,118	1,185	1,252	1,319
Annual Growth in Connections		6.8%	6.4%	6.0%	5.7%	5.4%
Annual Growth in Volumes		4.5%	4.5%	4.0%	4.1%	3.9%



Billing Determinants Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Winter Average Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	1,044	1,044	1,044	1,044	1,044	1,044
1"	6,381	7,185	7,989	8,793	9,597	10,401
1 1/2"	672	672	672	672	672	672
2"	192	192	192	192	192	192
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	8,289	9,093	9,897	10,701	11,505	12,309
Volumes (kgal)						
0 - 2,000 gal	15,023	16,480	17,937	19,394	20,851	22,308
2,001+ gal	90,166	98,896	107,627	116,358	125,089	133,819
Total Volumes (kgal)	105,189	115,376	125,564	135,752	145,939	156,127
Residential Actual Volume Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	12	12	12	12	12	12
1"	108	108	108	108	108	108
1 1/2"	12	12	12	12	12	12
2"	0	0	0	0	0	0
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	132	132	132	132	132	132
Volumes (kgal)						
0 - 2,000 gal	89	89	89	89	89	89
2,001 - 15,000 gal	283	283	283	283	283	283
15,001+ gal	346	346	346	346	346	346
Total Volumes (kgal)	718	718	718	718	718	718
Commercial Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	24	24	24	24	24	24
1"	84	84	84	84	84	84
1 1/2"	48	48	48	48	48	48
2"	48	48	48	48	48	48
3"	0	0	0	0	0	0
4"	72	72	72	72	72	72
6"	24	24	24	24	24	24
Total Annual Connections	300	300	300	300	300	300
Volumes (kgal)						
All Volumes	42,045	42,045	42,045	42,045	42,045	42,045
Total Volumes (kgal)	42,045	42,045	42,045	42,045	42,045	42,045



Billing Determinants Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Sewer Deduct						
Annual Connections						
All	0	0	0	0	0	0
3/4"	0	0	0	0	0	0
1"	0	0	0	0	0	0
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	12	12	12	12	12	12
4"	36	36	36	36	36	36
6"	12	12	12	12	12	12
Total Annual Connections	60	60	60	60	60	60
Volumes (kgal)						
All Volumes	11,863	11,863	11,863	11,863	11,863	11,863
Total Volumes (kgal)	11,863	11,863	11,863	11,863	11,863	11,863
Government Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	12	12	12	12	12	12
1"	0	0	0	0	0	0
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	12	12	12	12	12	12
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	24	24	24	24	24	24
Volumes (kgal)						
0 - 2,000 gal	35	35	35	35	35	35
2,001 - 15,000 gal	181	181	181	181	181	181
15,001+ gal	395	395	395	395	395	395
Total Volumes (kgal)	611	611	611	611	611	611



Billing Determinants Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Keller Inside Sewer						
Annual Connections						
All	0	0	0	0	0	0
3/4"	12	12	12	12	12	12
1"	0	0	0	0	0	0
1 1/2"	0	0	0	0	0	0
2"	0	0	0	0	0	0
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Annual Connections	12	12	12	12	12	12
Volumes (kgal)						
0 - 2,000 gal	8	8	8	8	8	8
2,001 - 20,000 gal	36	36	36	36	36	36
20,001+ gal	0	0	0	0	0	0
Total Volumes (kgal)	44	44	44	44	44	44
Total Annual Connections	8,817	9,621	10,425	11,229	12,033	12,837
Total Volumes (kgal)	160,470	170,657	180,845	191,033	201,220	211,408
Statistics						
Average Monthly Connections	735	802	869	936	1,003	1,070
Annual Growth in Connections		9.1%	8.4%	7.7%	7.2%	6.7%
Annual Growth in Volumes		6.3%	6.0%	5.6%	5.3%	5.1%



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	88,271	88,271	88,271	88,271	88,271	88,271
1"	578,756	649,814	720,871	791,929	862,987	934,044
1 1/2"	95,159	95,159	95,159	95,159	95,159	95,159
2"	37,232	37,232	37,232	37,232	37,232	37,232
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 799,418	\$ 870,475	\$ 941,533	\$ 1,012,590	\$ 1,083,648	\$ 1,154,705
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 70,503	\$ 76,879	\$ 83,256	\$ 91,499	\$ 98,008	\$ 104,518
2,001 - 20,000 gal	464,686	506,608	548,531	602,754	645,550	688,345
20,001 - 40,000 gal	433,586	471,943	510,828	558,278	597,768	637,259
40,001 - 100,000 gal	773,794	848,295	917,833	1,002,426	1,073,024	1,143,622
100,001 - 400,000 gal	448,238	501,791	542,717	592,934	634,511	676,088
400,001+ gal	9,513	10,407	11,261	12,358	13,230	14,102
Total Volumetric Charge Revenue	\$ 2,200,320	\$ 2,415,923	\$ 2,614,424	\$ 2,860,249	\$ 3,062,091	\$ 3,263,934
Commercial Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	2,064	2,064	2,064	2,064	2,064	2,064
1"	11,489	11,489	11,489	11,489	11,489	11,489
1 1/2"	9,164	9,164	9,164	9,164	9,164	9,164
2"	33,002	33,002	33,002	33,002	33,002	33,002
3"	8,028	8,028	8,028	8,028	8,028	8,028
4"	130,024	130,024	130,024	130,024	130,024	130,024
6"	152,925	152,925	152,925	152,925	152,925	152,925
Total Minimum Charge Revenue	\$ 346,696	\$ 346,696	\$ 346,696	\$ 346,696	\$ 346,696	\$ 346,696
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 3,689	\$ 3,689	\$ 3,689	\$ 3,766	\$ 3,766	\$ 3,766
2,001 - 20,000 gal	23,604	23,604	23,604	24,100	24,100	24,100
20,001 - 40,000 gal	26,298	26,263	26,263	26,702	26,702	26,702
40,001 - 100,000 gal	68,909	68,420	68,420	69,519	69,519	69,519
100,001 - 400,000 gal	206,748	212,744	212,744	216,161	216,161	216,161
400,001+ gal	363,883	355,697	355,697	362,875	362,875	362,875
Total Volumetric Charge Revenue	\$ 693,131	\$ 690,417	\$ 690,417	\$ 703,124	\$ 703,124	\$ 703,124



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Government Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	2,540	2,540	2,540	2,540	2,540	2,540
1"	4,242	4,242	4,242	4,242	4,242	4,242
1 1/2"	2,115	2,115	2,115	2,115	2,115	2,115
2"	3,385	3,385	3,385	3,385	3,385	3,385
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 12,282	\$ 12,282	\$ 12,282	\$ 12,282	\$ 12,282	\$ 12,282
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 540	\$ 508	\$ 524	\$ 539	\$ 557	\$ 574
2,001 - 20,000 gal	2,449	2,294	2,363	2,433	2,516	2,592
20,001 - 40,000 gal	1,474	1,287	1,318	1,348	1,385	1,419
40,001 - 100,000 gal	1,984	1,763	1,805	1,847	1,898	1,943
100,001 - 400,000 gal	397	407	417	427	438	449
400,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 6,844	\$ 6,258	\$ 6,426	\$ 6,594	\$ 6,794	\$ 6,977
Residential Irrigation						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	4,445	4,445	4,445	4,445	4,445	4,445
1"	31,817	31,817	31,817	31,817	31,817	31,817
1 1/2"	23,261	23,261	23,261	23,261	23,261	23,261
2"	6,769	6,769	6,769	6,769	6,769	6,769
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 66,293	\$ 66,293	\$ 66,293	\$ 66,293	\$ 66,293	\$ 66,293
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 4,804	\$ 4,804	\$ 4,804	\$ 4,904	\$ 4,904	\$ 4,904
2,001 - 20,000 gal	35,125	35,125	35,125	35,857	35,857	35,857
20,001 - 40,000 gal	38,606	38,556	38,556	39,157	39,157	39,157
40,001 - 100,000 gal	86,504	87,083	87,083	88,410	88,410	88,410
100,001 - 400,000 gal	76,870	78,696	78,696	79,949	79,949	79,949
400,001+ gal	9,529	9,529	9,529	9,719	9,719	9,719
Total Volumetric Charge Revenue	\$ 251,438	\$ 253,792	\$ 253,792	\$ 257,996	\$ 257,996	\$ 257,996



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Irrigation						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	15,823	15,823	15,823	15,823	15,823	15,823
1"	29,871	29,871	29,871	29,871	29,871	29,871
1 1/2"	11,455	11,455	11,455	11,455	11,455	11,455
2"	187,009	187,009	187,009	187,009	187,009	187,009
3"	120,427	120,427	120,427	120,427	120,427	120,427
4"	14,447	14,447	14,447	14,447	14,447	14,447
6"	50,975	50,975	50,975	50,975	50,975	50,975
Total Minimum Charge Revenue	\$ 430,007	\$ 430,007	\$ 430,007	\$ 430,007	\$ 430,007	\$ 430,007
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 9,700	\$ 9,700	\$ 9,700	\$ 9,904	\$ 9,904	\$ 9,904
2,001 - 20,000 gal	59,249	59,249	59,249	60,493	60,493	60,493
20,001 - 40,000 gal	67,389	67,306	67,306	68,431	68,431	68,431
40,001 - 100,000 gal	185,989	184,758	184,758	187,727	187,727	187,727
100,001 - 400,000 gal	486,976	499,163	499,163	507,181	507,181	507,181
400,001+ gal	463,044	454,353	454,353	463,522	463,522	463,522
Total Volumetric Charge Revenue	\$ 1,272,346	\$ 1,274,530	\$ 1,274,530	\$ 1,297,258	\$ 1,297,258	\$ 1,297,258
Government Irrigation						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	1,270	1,270	1,270	1,270	1,270	1,270
1"	3,182	3,182	3,182	3,182	3,182	3,182
1 1/2"	6,344	6,344	6,344	6,344	6,344	6,344
2"	37,232	37,232	37,232	37,232	37,232	37,232
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 48,028	\$ 48,028	\$ 48,028	\$ 48,028	\$ 48,028	\$ 48,028
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 1,313	\$ 1,245	\$ 1,283	\$ 1,321	\$ 1,366	\$ 1,408
2,001 - 20,000 gal	10,221	9,635	9,927	10,219	10,569	10,890
20,001 - 40,000 gal	11,242	9,961	10,201	10,439	10,723	10,982
40,001 - 100,000 gal	27,756	23,403	23,966	24,526	25,192	25,800
100,001 - 400,000 gal	71,503	63,598	65,128	66,649	68,462	70,114
400,001+ gal	47,836	38,857	40,035	41,212	42,625	43,921
Total Volumetric Charge Revenue	\$ 169,871	\$ 146,700	\$ 150,540	\$ 154,366	\$ 158,938	\$ 163,114



Revenue Summary - Water

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Fire Line Water						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	-	-	-	-	-	-
1"	3,182	3,182	3,182	3,182	3,182	3,182
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 3,182	\$ 3,182	\$ 3,182	\$ 3,182	\$ 3,182	\$ 3,182
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 311	\$ 311	\$ 311	\$ 318	\$ 318	\$ 318
2,001 - 20,000 gal	2,424	2,424	2,424	2,474	2,474	2,474
20,001 - 40,000 gal	2,496	2,493	2,493	2,532	2,532	2,532
40,001 - 100,000 gal	4,326	4,352	4,352	4,418	4,418	4,418
100,001 - 400,000 gal	1,569	1,569	1,569	1,594	1,594	1,594
400,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 11,126	\$ 11,148	\$ 11,148	\$ 11,336	\$ 11,336	\$ 11,336
Total Minimum Charge Revenue	\$ 1,705,905	\$ 1,776,962	\$ 1,848,020	\$ 1,919,077	\$ 1,990,135	\$ 2,061,192
Total Volumetric Charge Revenue	4,605,076	4,798,769	5,001,278	5,290,923	5,497,537	5,703,739
Gross Total Revenue	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Non-Collectable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment for Actuals	\$ -					
Net Total Revenue	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Statistics						
Minimum Charge Share	27.0%	27.0%	27.0%	26.6%	26.6%	26.5%



Revenue Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Residential Winter Average Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	46,740	46,740	46,740	46,740	46,740	46,740
1"	527,348	593,799	660,250	726,700	793,151	859,601
1 1/2"	101,828	101,828	101,828	101,828	101,828	101,828
2"	46,065	46,065	46,065	46,065	46,065	46,065
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 721,981	\$ 788,432	\$ 854,882	\$ 921,333	\$ 987,783	\$ 1,054,234
Volumetric Charge Revenue						
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+ gal	753,786	826,774	899,763	992,532	1,067,005	1,141,478
Total Volumetric Charge Revenue	\$ 753,786	\$ 826,774	\$ 899,763	\$ 992,532	\$ 1,067,005	\$ 1,141,478
Residential Actual Volume Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	537	537	537	537	537	537
1"	8,926	8,926	8,926	8,926	8,926	8,926
1 1/2"	1,818	1,818	1,818	1,818	1,818	1,818
2"	-	-	-	-	-	-
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 11,282	\$ 11,282	\$ 11,282	\$ 11,282	\$ 11,282	\$ 11,282
Volumetric Charge Revenue						
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001 - 15,000 gal	2,370	2,370	2,370	2,418	2,418	2,418
15,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 2,370	\$ 2,370	\$ 2,370	\$ 2,418	\$ 2,418	\$ 2,418
Commercial Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	1,267	1,267	1,267	1,267	1,267	1,267
1"	8,293	8,293	8,293	8,293	8,293	8,293
1 1/2"	8,706	8,706	8,706	8,706	8,706	8,706
2"	13,831	13,831	13,831	13,831	13,831	13,831
3"	-	-	-	-	-	-
4"	76,370	76,370	76,370	76,370	76,370	76,370
6"	48,792	48,792	48,792	48,792	48,792	48,792
Total Minimum Charge Revenue	\$ 157,260	\$ 157,260	\$ 157,260	\$ 157,260	\$ 157,260	\$ 157,260
Volumetric Charge Revenue						
All Volumes	\$ 422,971	\$ 422,971	\$ 422,971	\$ 431,380	\$ 431,380	\$ 431,380
Total Volumetric Charge Revenue	\$ 422,971	\$ 422,971	\$ 422,971	\$ 431,380	\$ 431,380	\$ 431,380



Revenue Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Commercial Sewer Deduct						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	-	-	-	-	-	-
1"	-	-	-	-	-	-
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	7,452	7,452	7,452	7,452	7,452	7,452
4"	38,185	38,185	38,185	38,185	38,185	38,185
6"	24,396	24,396	24,396	24,396	24,396	24,396
Total Minimum Charge Revenue	\$ 70,034	\$ 70,034	\$ 70,034	\$ 70,034	\$ 70,034	\$ 70,034
Volumetric Charge Revenue						
All Volumes	\$ 119,339	\$ 119,339	\$ 119,339	\$ 121,712	\$ 121,712	\$ 121,712
Total Volumetric Charge Revenue	\$ 119,339	\$ 119,339	\$ 119,339	\$ 121,712	\$ 121,712	\$ 121,712
Government Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	537	537	537	537	537	537
1"	-	-	-	-	-	-
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	1,584	1,584	1,584	1,584	1,584	1,584
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 2,121	\$ 2,121	\$ 2,121	\$ 2,121	\$ 2,121	\$ 2,121
Volumetric Charge Revenue						
0 - 2,000 gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001 - 15,000 gal	1,513	1,513	1,513	1,544	1,544	1,544
15,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 1,513	\$ 1,513	\$ 1,513	\$ 1,544	\$ 1,544	\$ 1,544



Revenue Summary - Wastewater

	Proposed Rates					
	2026	2027	2028	2029	2030	2031
Keller Inside Sewer						
Minimum Charge Revenue						
All	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3/4"	209	209	209	209	209	209
1"	-	-	-	-	-	-
1 1/2"	-	-	-	-	-	-
2"	-	-	-	-	-	-
3"	-	-	-	-	-	-
4"	-	-	-	-	-	-
6"	-	-	-	-	-	-
Total Minimum Charge Revenue	\$ 209	\$ 209	\$ 209	\$ 209	\$ 209	\$ 209
Volumetric Charge Revenue						
0 - 2,000 gal	\$ 39	\$ 39	\$ 39	\$ 40	\$ 40	\$ 40
2,001 - 20,000 gal	176	176	176	179	179	179
20,001+ gal	-	-	-	-	-	-
Total Volumetric Charge Revenue	\$ 215	\$ 215	\$ 215	\$ 219	\$ 219	\$ 219
Total Minimum Charge Revenue	\$ 962,887	\$ 1,029,338	\$ 1,095,788	\$ 1,162,239	\$ 1,228,690	\$ 1,295,140
Total Volumetric Charge Revenue	1,300,194	1,373,182	1,446,171	1,549,805	1,624,278	1,698,751
Gross Total Revenue	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,712,044	\$ 2,852,967	\$ 2,993,891
Non-Collectable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment for Actuals	\$ -					
Net Total Revenue	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,712,044	\$ 2,852,967	\$ 2,993,891
Statistics						
Minimum Charge Share	42.5%	42.8%	43.1%	42.9%	43.1%	43.3%



Water Summary Under Current Rates

Inputs:

Beginning Fund Balance	\$ 6,921,408
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,345,787	\$ 6,604,504	\$ 6,863,220	\$ 7,121,937	\$ 7,380,654	\$ 7,639,371
Wastewater Sales						
Other Revenue	299,000	174,000	174,000	174,000	174,000	174,000
Total Revenues	\$ 6,644,787	\$ 6,778,504	\$ 7,037,220	\$ 7,295,937	\$ 7,554,654	\$ 7,813,371
Expenses						
O&M	\$ 1,364,222	\$ 1,420,012	\$ 1,478,241	\$ 1,539,020	\$ 1,602,466	\$ 1,668,701
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	-	-	-	-	-	-
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	165,634	-	353,903	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 4,792,721	\$ 5,009,064	\$ 6,068,257	\$ 7,083,254	\$ 7,689,231	\$ 7,970,579
Change in Net Position	\$ 1,852,066	\$ 1,769,439	\$ 968,963	\$ 212,683	\$ (134,577)	\$ (157,209)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 8,773,474	\$ 10,542,913	\$ 11,511,876	\$ 11,724,559	\$ 11,589,982
Change in Fund Balance	1,852,066	1,769,439	968,963	212,683	(134,577)	(157,209)
Ending Fund Balance	\$ 8,773,474	\$ 10,542,913	\$ 11,511,876	\$ 11,724,559	\$ 11,589,982	\$ 11,432,773
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 6,644,787	\$ 6,778,504	\$ 7,037,220	\$ 7,295,937	\$ 7,554,654	\$ 7,813,371
Less Operating Expenses	3,403,519	3,618,529	3,845,452	4,084,902	4,337,525	4,603,999
Available for Debt Service Requirements	\$ 3,241,268	\$ 3,159,975	\$ 3,191,769	\$ 3,211,035	\$ 3,217,129	\$ 3,209,372
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.42	2.36	1.59	1.09	1.09	1.09
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Days Cash on Hand						
Operating Expenses	\$ 3,403,519	\$ 3,618,529	\$ 3,845,452	\$ 4,084,902	\$ 4,337,525	\$ 4,603,999
Daily Expenses Requirement	9,325	9,914	10,535	11,192	11,884	12,614
Ending Fund Balance	\$ 8,773,474	\$ 10,542,913	\$ 11,511,876	\$ 11,724,559	\$ 11,589,982	\$ 11,432,773
Days of Operating Expenses	941	1,063	1,093	1,048	975	906
Fund Balance Requirement (\$)	\$ 839,224	\$ 892,240	\$ 948,194	\$ 1,007,236	\$ 1,069,527	\$ 1,135,233
Over (Short of) Requirement	7,934,250	9,650,673	10,563,683	10,717,323	10,520,455	10,297,540



Water Summary Under Projected Rates

Inputs:

Beginning Fund Balance	\$ 6,921,408
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Wastewater Sales						
Other Revenue	299,000	174,000	174,000	174,000	174,000	174,000
Total Revenues	\$ 6,609,981	\$ 6,749,731	\$ 7,023,297	\$ 7,384,000	\$ 7,661,672	\$ 7,938,931
Expenses						
O&M	\$ 1,364,222	\$ 1,420,012	\$ 1,478,241	\$ 1,539,020	\$ 1,602,466	\$ 1,668,701
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	-	-	-	-	-	-
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	165,634	-	353,903	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 4,792,721	\$ 5,009,064	\$ 6,068,257	\$ 7,083,254	\$ 7,689,231	\$ 7,970,579
Change in Net Position	1,817,260	1,740,666	955,040	300,745	(27,559)	(31,648)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 8,738,668	\$ 10,479,334	\$ 11,434,375	\$ 11,735,120	\$ 11,707,561
Change in Fund Balance	1,817,260	1,740,666	955,040	300,745	(27,559)	(31,648)
Ending Fund Balance	\$ 8,738,668	\$ 10,479,334	\$ 11,434,375	\$ 11,735,120	\$ 11,707,561	\$ 11,675,912
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 6,609,981	\$ 6,749,731	\$ 7,023,297	\$ 7,384,000	\$ 7,661,672	\$ 7,938,931
Less Operating Expenses	3,403,519	3,618,529	3,845,452	4,084,902	4,337,525	4,603,999
Available for Debt Service Requirements	\$ 3,206,462	\$ 3,131,202	\$ 3,177,846	\$ 3,299,098	\$ 3,324,147	\$ 3,334,932
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.39	2.34	1.59	1.12	1.13	1.13
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	● \$ -	● \$ -	● \$ -	● \$ -	● \$ -	● \$ -
Days Cash on Hand						
Operating Expenses	\$ 3,403,519	\$ 3,618,529	\$ 3,845,452	\$ 4,084,902	\$ 4,337,525	\$ 4,603,999
Daily Expenses Requirement	9,325	9,914	10,535	11,192	11,884	12,614
Ending Fund Balance	\$ 8,738,668	\$ 10,479,334	\$ 11,434,375	\$ 11,735,120	\$ 11,707,561	\$ 11,675,912
Days of Operating Expenses	937	1,057	1,085	1,049	985	926
Fund Balance Requirement (\$)	\$ 839,224	\$ 892,240	\$ 948,194	\$ 1,007,236	\$ 1,069,527	\$ 1,135,233
Over (Short of) Requirement	● 7,899,444	● 9,587,094	● 10,486,181	● 10,727,884	● 10,638,034	● 10,540,680



Wastewater Summary Under Current Rates

Inputs:

Beginning Fund Balance	\$	6,921,408
Debt Service Coverage Target		1.00
Days Cash on Hand Requirement		90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales						
Wastewater Sales	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,681,398	\$ 2,820,838	\$ 2,960,277
Other Revenue	287,500	162,500	162,500	162,500	162,500	162,500
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,843,898	\$ 2,983,338	\$ 3,122,777
Expenses						
O&M	\$ 344,501	\$ 354,990	\$ 365,866	\$ 377,144	\$ 388,842	\$ 400,976
Water Purchases	-	-	-	-	-	-
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	-	-	106,171	-
Existing Debt Service	-	-	-	-	-	-
Projected Debt Service	-	-	-	-	-	-
Total Expenses	\$ 2,870,261	\$ 2,983,550	\$ 3,096,593	\$ 3,153,568	\$ 3,273,048	\$ 3,180,669
Change in Net Position	\$ (319,680)	\$ (418,529)	\$ (392,134)	\$ (309,670)	\$ (289,710)	\$ (57,893)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,481,394	\$ 5,191,684
Change in Fund Balance	(319,680)	(418,529)	(392,134)	(309,670)	(289,710)	(57,893)
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,481,394	\$ 5,191,684	\$ 5,133,791
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,843,898	\$ 2,983,338	\$ 3,122,777
Less Operating Expenses	2,820,399	2,932,212	3,043,736	3,099,147	3,110,844	3,122,978
Available for Debt Service Requirements	\$ (269,818)	\$ (367,192)	\$ (339,277)	\$ (255,248)	\$ (127,507)	\$ (202)
Total Debt Service Requirements	-	-	-	-	-	-
Actual Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ 269,818	\$ 367,192	\$ 339,277	\$ 255,248	\$ 127,507	\$ 202
Days Cash on Hand						
Operating Expenses	\$ 2,820,399	\$ 2,932,212	\$ 3,043,736	\$ 3,099,147	\$ 3,110,844	\$ 3,122,978
Daily Expenses Requirement	7,727	8,033	8,339	8,491	8,523	8,556
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,481,394	\$ 5,191,684	\$ 5,133,791
Days of Operating Expenses	854	770	694	646	609	600
Fund Balance Requirement (\$)	\$ 695,441	\$ 723,011	\$ 750,510	\$ 764,173	\$ 767,058	\$ 770,049
Over (Short of) Requirement	5,906,287	5,460,187	5,040,554	4,717,221	4,424,627	4,363,742



Wastewater Summary Under Projected Rates

Inputs:

Beginning Fund Balance	\$	6,921,408
Debt Service Coverage Target		1.00
Days Cash on Hand Requirement		90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales						
Wastewater Sales	\$ 2,263,081	\$ 2,402,520	\$ 2,541,959	\$ 2,712,044	\$ 2,852,967	\$ 2,993,891
Other Revenue	287,500	162,500	162,500	162,500	162,500	162,500
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,874,544	\$ 3,015,467	\$ 3,156,391
Expenses						
O&M	\$ 344,501	\$ 354,990	\$ 365,866	\$ 377,144	\$ 388,842	\$ 400,976
Water Purchases	-	-	-	-	-	-
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	49,862	51,337	52,857	54,422	56,032	57,691
Capital Outlays	-	-	-	-	106,171	-
Existing Debt Service	-	-	-	-	-	-
Projected Debt Service	-	-	-	-	-	-
Total Expenses	\$ 2,870,261	\$ 2,983,550	\$ 3,096,593	\$ 3,153,568	\$ 3,273,048	\$ 3,180,669
Change in Net Position	(319,680)	(418,529)	(392,134)	(279,024)	(257,580)	(24,279)
Fund Balance						
Beginning Fund Balance	\$ 6,921,408	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,512,040	\$ 5,254,460
Change in Fund Balance	(319,680)	(418,529)	(392,134)	(279,024)	(257,580)	(24,279)
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,512,040	\$ 5,254,460	\$ 5,230,181
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 2,550,581	\$ 2,565,020	\$ 2,704,459	\$ 2,874,544	\$ 3,015,467	\$ 3,156,391
Less Operating Expenses	2,820,399	2,932,212	3,043,736	3,099,147	3,110,844	3,122,978
Available for Debt Service Requirements	\$ (269,818)	\$ (367,192)	\$ (339,277)	\$ (224,603)	\$ (95,377)	\$ 33,412
Total Debt Service Requirements	-	-	-	-	-	-
Actual Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ 269,818	\$ 367,192	\$ 339,277	\$ 224,603	\$ 95,377	\$ -
Days Cash on Hand						
Operating Expenses	\$ 2,820,399	\$ 2,932,212	\$ 3,043,736	\$ 3,099,147	\$ 3,110,844	\$ 3,122,978
Daily Expenses Requirement	7,727	8,033	8,339	8,491	8,523	8,556
Ending Fund Balance	\$ 6,601,728	\$ 6,183,198	\$ 5,791,064	\$ 5,512,040	\$ 5,254,460	\$ 5,230,181
Days of Operating Expenses	854	770	694	649	617	611
Fund Balance Requirement (\$)	\$ 695,441	\$ 723,011	\$ 750,510	\$ 764,173	\$ 767,058	\$ 770,049
Over (Short of) Requirement	5,906,287	5,460,187	5,040,554	4,747,867	4,487,402	4,460,132



Combined Fund Summary Under Current Rates

Water and Wastewater Combined

Inputs:

Beginning Fund Balance	\$ 13,842,815
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,345,787	\$ 6,604,504	\$ 6,863,220	\$ 7,121,937	\$ 7,380,654	\$ 7,639,371
Wastewater Sales	2,263,081	2,402,520	2,541,959	2,681,398	2,820,838	2,960,277
Other Revenue	586,500	336,500	336,500	336,500	336,500	336,500
Total Revenues	\$ 9,195,368	\$ 9,343,524	\$ 9,741,680	\$ 10,139,835	\$ 10,537,991	\$ 10,936,147
Expenses						
O&M	\$ 1,708,722	\$ 1,775,002	\$ 1,844,107	\$ 1,916,164	\$ 1,991,307	\$ 2,069,676
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	99,723	102,675	105,714	108,843	112,065	115,382
Capital Outlays	-	-	165,634	-	460,073	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 7,662,981	\$ 7,992,614	\$ 9,164,850	\$ 10,236,823	\$ 10,962,279	\$ 11,151,249
Change in Net Position	\$ 1,532,386	\$ 1,350,910	\$ 576,829	\$ (96,987)	\$ (424,287)	\$ (215,101)
Fund Balance						
Beginning Fund Balance	\$ 13,842,815	\$ 15,375,201	\$ 16,726,111	\$ 17,302,940	\$ 17,205,953	\$ 16,781,666
Change in Fund Balance	1,532,386	1,350,910	576,829	(96,987)	(424,287)	(215,101)
Ending Fund Balance	\$ 15,375,201	\$ 16,726,111	\$ 17,302,940	\$ 17,205,953	\$ 16,781,666	\$ 16,566,564
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 9,195,368	\$ 9,343,524	\$ 9,741,680	\$ 10,139,835	\$ 10,537,991	\$ 10,936,147
Less Operating Expenses	6,223,918	6,550,741	6,889,188	7,184,049	7,448,370	7,726,977
Available for Debt Service Requirements	\$ 2,971,449	\$ 2,792,783	\$ 2,852,492	\$ 2,955,787	\$ 3,089,622	\$ 3,209,170
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.22	2.09	1.42	1.00	1.05	1.09
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Days Cash on Hand						
Operating Expenses	\$ 6,223,918	\$ 6,550,741	\$ 6,889,188	\$ 7,184,049	\$ 7,448,370	\$ 7,726,977
Daily Expenses Requirement	17,052	17,947	18,874	19,682	20,406	21,170
Ending Fund Balance	\$ 15,375,201	\$ 16,726,111	\$ 17,302,940	\$ 17,205,953	\$ 16,781,666	\$ 16,566,564
Days of Operating Expenses	902	932	917	874	822	783
Fund Balance Requirement (\$)	\$ 1,534,665	\$ 1,615,251	\$ 1,698,704	\$ 1,771,409	\$ 1,836,584	\$ 1,905,282
Over (Short of) Requirement	13,840,537	15,110,860	15,604,236	15,434,544	14,945,082	14,661,282



Combined Fund Summary Under Projected Rates

Water and Wastewater Combined

Inputs:

Beginning Fund Balance	\$ 13,842,815
Debt Service Coverage Target	1.00
Days Cash on Hand Requirement	90

FINANCIAL SUMMARY	2026	2027	2028	2029	2030	2031
Revenues						
Water Sales	\$ 6,310,981	\$ 6,575,731	\$ 6,849,297	\$ 7,210,000	\$ 7,487,672	\$ 7,764,931
Wastewater Sales	2,263,081	2,402,520	2,541,959	2,712,044	2,852,967	2,993,891
Other Revenue	586,500	336,500	336,500	336,500	336,500	336,500
Total Revenues	\$ 9,160,562	\$ 9,314,751	\$ 9,727,757	\$ 10,258,544	\$ 10,677,139	\$ 11,095,322
Expenses						
O&M	\$ 1,708,722	\$ 1,775,002	\$ 1,844,107	\$ 1,916,164	\$ 1,991,307	\$ 2,069,676
Water Purchases	2,039,298	2,198,517	2,367,210	2,545,882	2,735,060	2,935,298
Sewer Purchases	2,475,899	2,577,223	2,677,871	2,722,003	2,722,003	2,722,003
Transfers	99,723	102,675	105,714	108,843	112,065	115,382
Capital Outlays	-	-	165,634	-	460,073	365,794
Existing Debt Service	1,339,340	1,339,198	1,333,837	1,349,445	1,347,285	1,348,610
Projected Debt Service	-	-	670,478	1,594,486	1,594,486	1,594,486
Total Expenses	\$ 7,662,981	\$ 7,992,614	\$ 9,164,850	\$ 10,236,823	\$ 10,962,279	\$ 11,151,249
Change in Net Position	1,497,581	1,322,137	562,906	21,721	(285,139)	(55,927)
Fund Balance						
Beginning Fund Balance	\$ 13,842,815	\$ 15,340,396	\$ 16,662,532	\$ 17,225,439	\$ 17,247,160	\$ 16,962,021
Change in Fund Balance	1,497,581	1,322,137	562,906	21,721	(285,139)	(55,927)
Ending Fund Balance	\$ 15,340,396	\$ 16,662,532	\$ 17,225,439	\$ 17,247,160	\$ 16,962,021	\$ 16,906,093
KEY FINANCIAL STATISTICS	2026	2027	2028	2029	2030	2031
Debt Service Coverage						
Total Revenues	\$ 9,160,562	\$ 9,314,751	\$ 9,727,757	\$ 10,258,544	\$ 10,677,139	\$ 11,095,322
Less Operating Expenses	6,223,918	6,550,741	6,889,188	7,184,049	7,448,370	7,726,977
Available for Debt Service Requirements	\$ 2,936,644	\$ 2,764,010	\$ 2,838,569	\$ 3,074,495	\$ 3,228,770	\$ 3,368,344
Total Debt Service Requirements	1,339,340	1,339,198	2,004,315	2,943,931	2,941,771	2,943,096
Actual Debt Service Coverage	2.19	2.06	1.42	1.04	1.10	1.14
DSC Target	1.00	1.00	1.00	1.00	1.00	1.00
Additional Funds to Meet Target	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Days Cash on Hand						
Operating Expenses	\$ 6,223,918	\$ 6,550,741	\$ 6,889,188	\$ 7,184,049	\$ 7,448,370	\$ 7,726,977
Daily Expenses Requirement	17,052	17,947	18,874	19,682	20,406	21,170
Ending Fund Balance	\$ 15,340,396	\$ 16,662,532	\$ 17,225,439	\$ 17,247,160	\$ 16,962,021	\$ 16,906,093
Days of Operating Expenses	900	928	913	876	831	799
Fund Balance Requirement (\$)	\$ 1,534,665	\$ 1,615,251	\$ 1,698,704	\$ 1,771,409	\$ 1,836,584	\$ 1,905,282
Over (Short of) Requirement	13,805,731	15,047,281	15,526,735	15,475,751	15,125,436	15,000,811

Appendix B

WATER & WASTEWATER RATE STUDY PRESENTATION



October 21st, 2025

TOWN OF WESTLAKE, TEXAS WATER & WASTEWATER RATE STUDY



SUMMARY OF RATE STUDY RESULTS

- Typical customer bills will have slight reduction compared to current rates through FY 2028
 - Propose lowering the top tier volume threshold
 - Volumetric tier rate differentials with purpose for discretionary and business uses
 - No increases are recommended to minimum charges through FY 2031
 - Volumetric rate increase of only 2% expected in FY 2029
- Establishes a government rate for Town and Academy accounts paying for water volumes at cost instead of the current tiered rates matching commercial accounts
- Able to minimize bill impacts and meet or exceed financial targets



KEY POINTS

Findings and Primary Inputs

- The Town is in a very strong financial position for its utility.
- Town of Westlake's wholesale water purchase expenses are projected to increase at an average annual rate of 7.6% over the next five years, while wholesale wastewater treatment remains slower at 1.9% on average annually.
- Cost increases primarily reflect:
 - New bonds and associated debt service
 - Rising wholesale water costs from Fort Worth Water
 - Cash capital project expenditures
 - General inflation (2.96% per year)
 - Construction cost inflation (3.36% per year)

MAIN COST DRIVERS

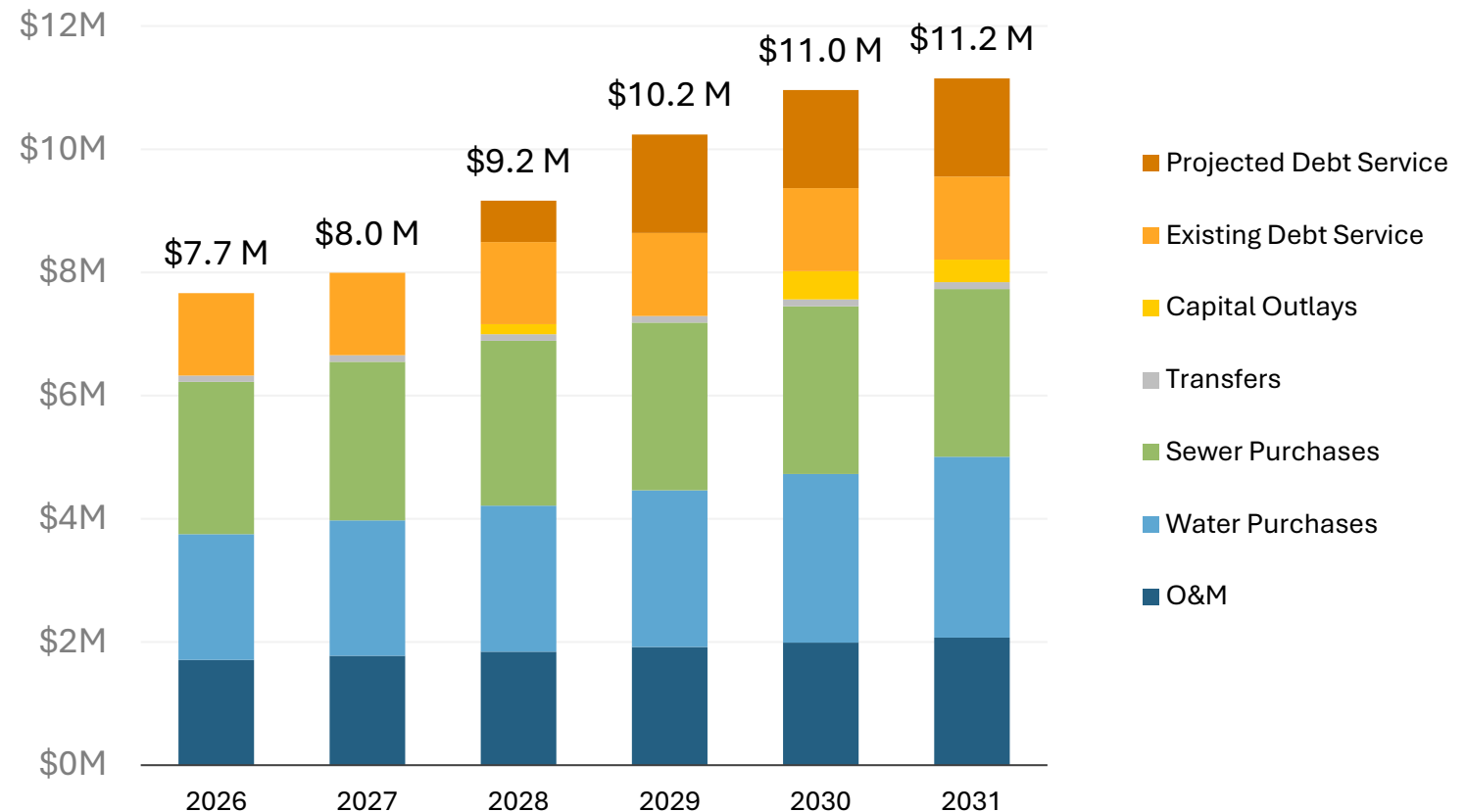
Water and Sewer
FY 2026 to FY 2031

Primary debt drivers:

Elevated Storage Tank #2 -
\$16M in FY 2027

Pump Station #2 -
\$22M in FY 2028

- Most of the rising costs are due to increasing debt service and wholesale water (each is approximately 26% of total expenses)
- O&M only increasing 3.9% per year on average



CAPITAL COSTS

Projected Capital Improvement Projects

Funding Sources:

- > Utility Cash - \$1.0M
- > General Fund Cash - \$22.3M
- > New Debt - \$19.1M
- > Existing Debt - \$5.6M

Amounts shown with inflation

- The Town plans to continue investment in water and sewer infrastructure
- Planned capital projects totaling \$47.9 million by FY 2031
 - \$47.8 million relates to water infrastructure



CURRENT WATER RATE STRUCTURE

Water Rates	Residential	Commercial
Minimum Rates (\$ per month)		
3/4"	\$52.92	\$57.33
1"	88.38	95.74
1 1/2"	176.22	190.91
2"	282.06	305.57
3"	617.58	669.04
4"	1,111.32	1,203.93
6"	1,822.43	4,247.93
Volumetric Rates (\$ per kgal)		
0–20,000 gal	4.32	4.76
20,001–40,000 gal	5.66	6.23
40,001–100,000 gal	6.98	7.69
400,001+ gal	9.03	9.93

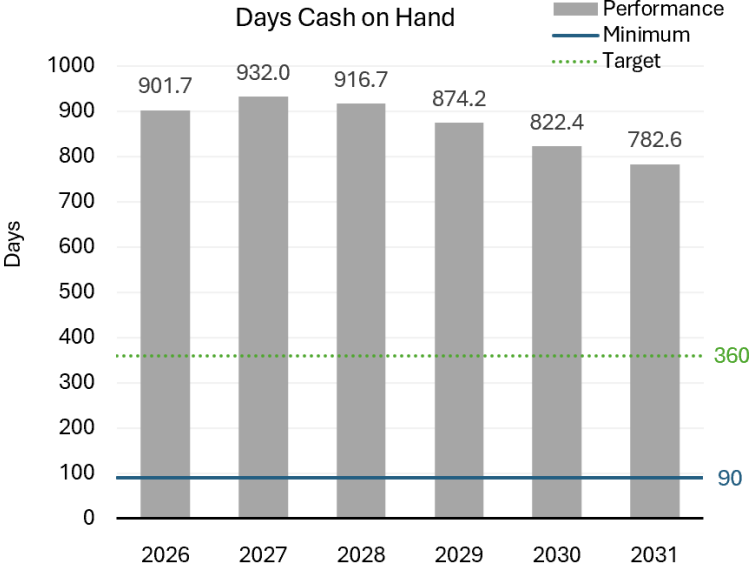
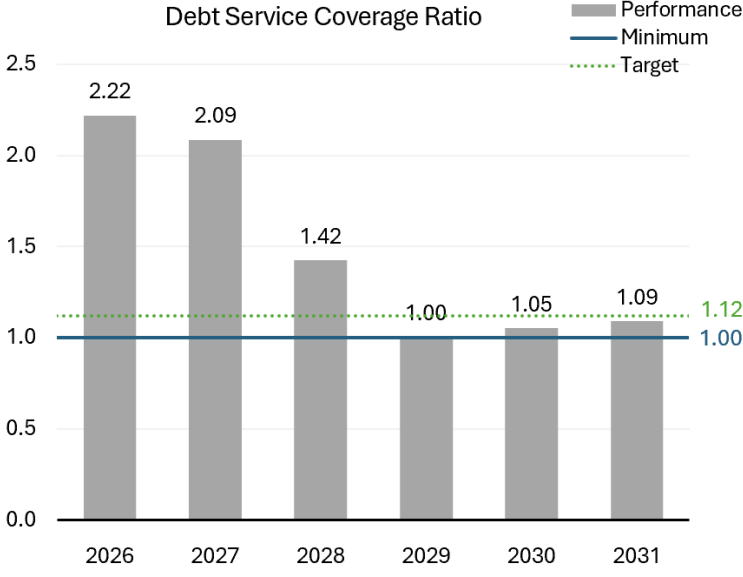
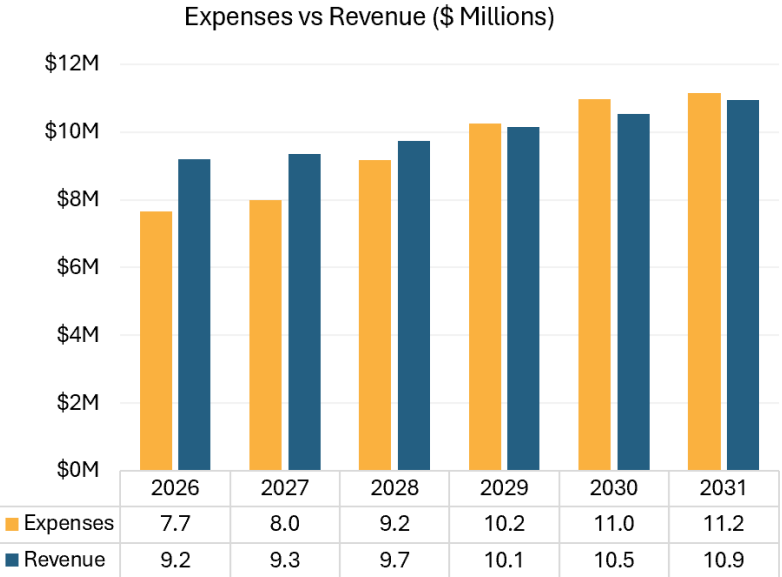
CURRENT WASTEWATER RATE STRUCTURE

Wastewater Rates	Residential	Commercial
Minimum Rates (\$ per month)		
3/4"	\$44.77	\$52.80
1"	82.65	98.73
1 1/2"	151.53	181.38
2"	239.92	288.14
3"	517.72	621.04
4"	883.92	1,060.70
6"	1,830.98	2,033.01
Volumetric Rates (\$ per kgal)		
0–2,000 gal	\$0.00	
2,001+ gal	8.36	
All Volumes		\$10.06

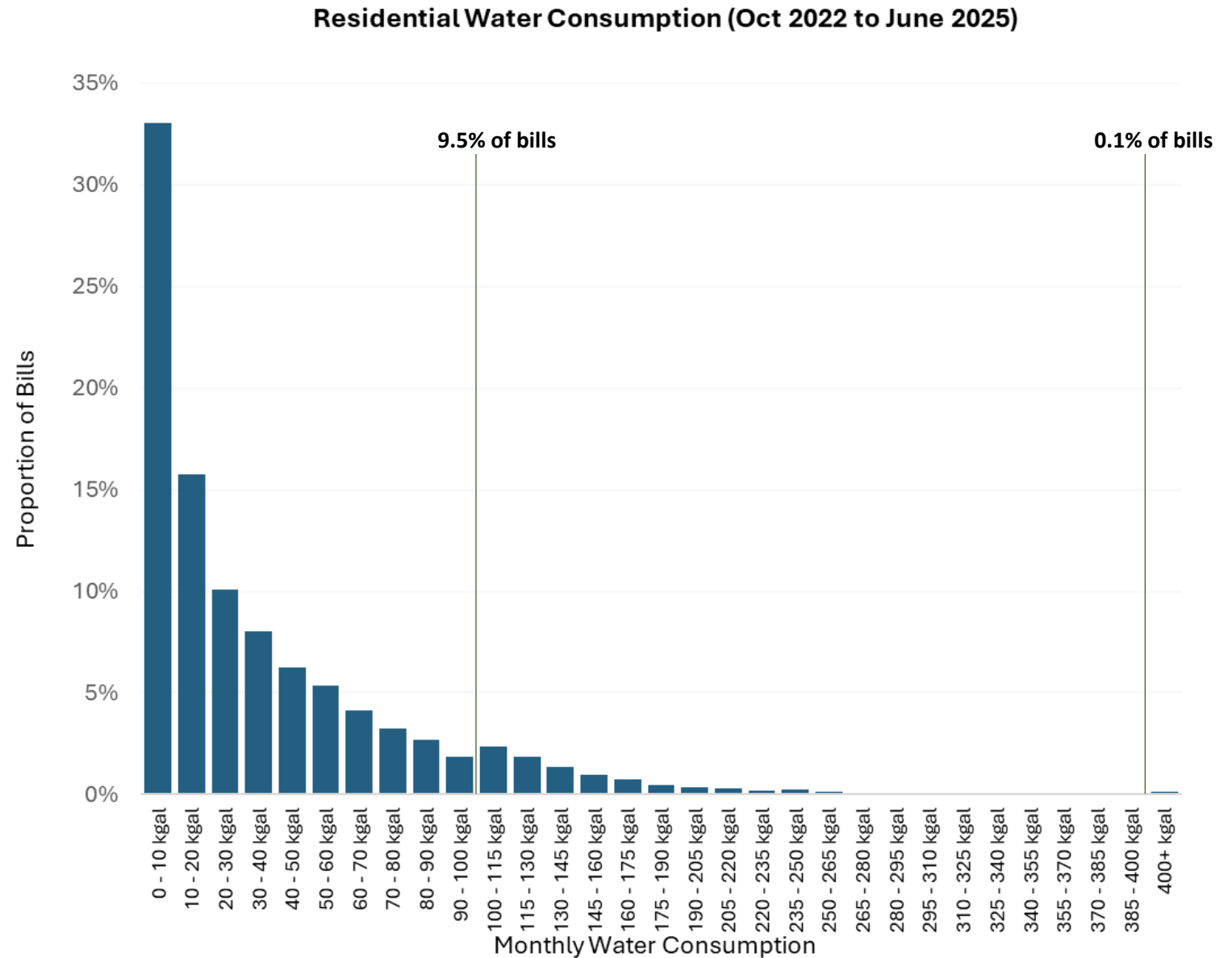


FINANCIAL PERFORMANCE UNDER CURRENT RATES

- Current water and sewer rates would be insufficient to meet debt service coverage targets from FY 2029 onward

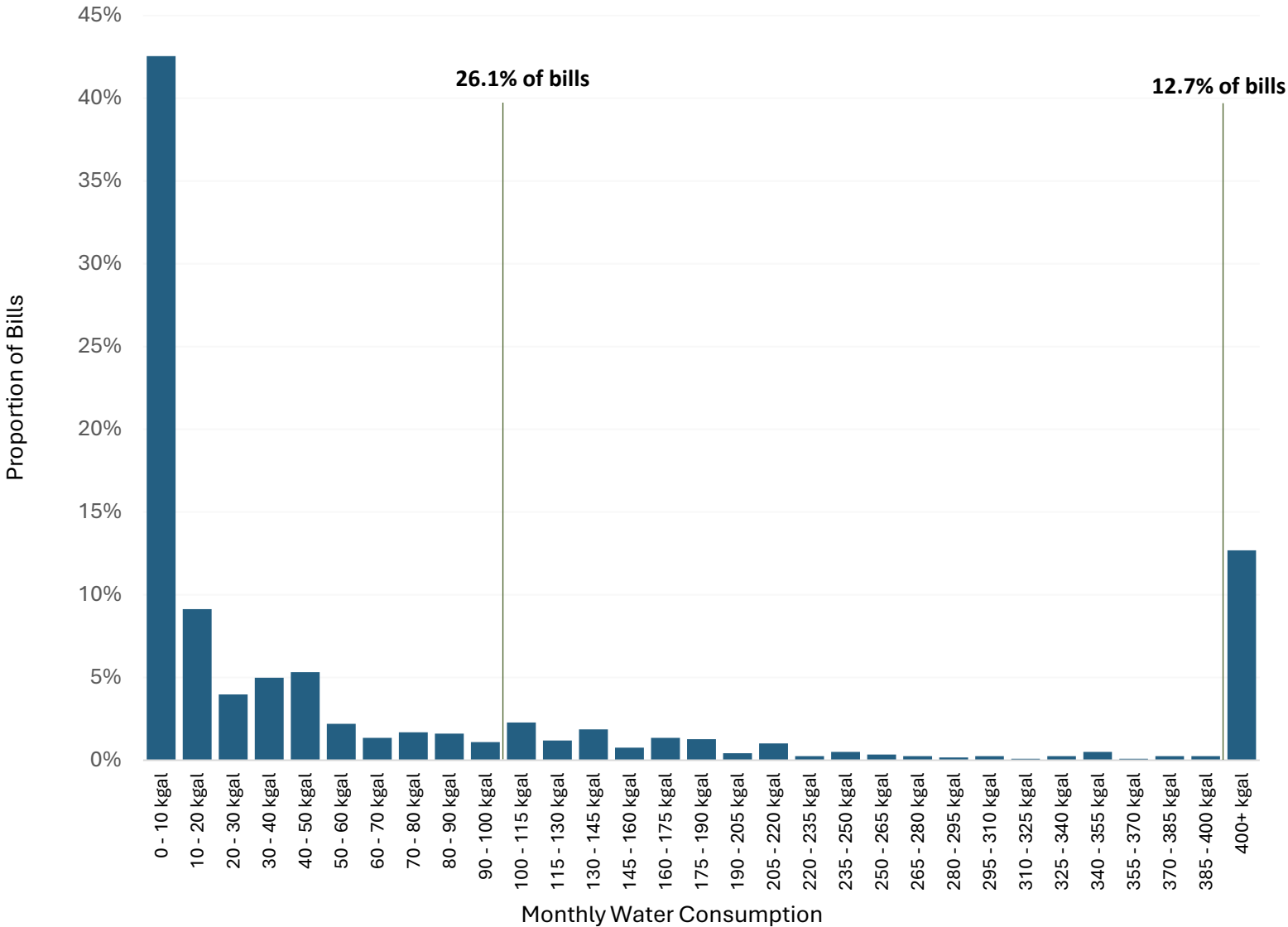


FREQUENCY DISTRIBUTION



FREQUENCY DISTRIBUTION

Commercial Water Consumption (Oct 2022 to June 2025)



RATE DESIGN
ADJUSTMENTS

Residential water
customers

The same rate design
applies to irrigation

Reducing the top tier from 400,001+ to 100,001+

	Current Differential	Proposed Differential	Current	W/ Differential Change
0-20,000	N/A	N/A	\$4.32	\$4.32
20,001-40,000	31%	30%	5.66	5.62
40,001-100,000	23%	30%	6.98	7.31
100,001-400,000	N/A	30%	6.98	9.50
400,001+	29%	N/A	9.03	9.50

This adjustment is more of a price signal to discourage wasteful water consumption and may or may not generate additional revenues.



RATE DESIGN ADJUSTMENTS

Commercial water
customers
The same rate design
applies to irrigation

Reducing the top tier from 400,001+ to 100,001+

	Current Differential	Proposed Differential		Current	W/ Differential Change
0-20,000	N/A	N/A		\$4.76	\$4.76
20,001-40,000	31%	30%		6.23	6.19
40,001-100,000	23%	20%		7.69	7.43
100,001-400,000	N/A	20%		7.69	8.92
400,001+	29%	N/A		9.93	8.92

This rate design adjustment serves to encourage commercial development while ensuring revenue sufficiency.

PROJECTED RATE CHANGES

Annual change in
water & sewer rates

- Under current assumptions, the Town should anticipate a 2% rate increase in FY 2029 for water and wastewater
- No rate change on minimum charges

Baseline Rate Increases

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%
Wastewater - Minimum	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Wastewater - Volumetric	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%

RESIDENTIAL BILL IMPACT

Impact of projected rates on a typical Residential customer (25,000 gallon water use, 13,000 gal. wastewater use)

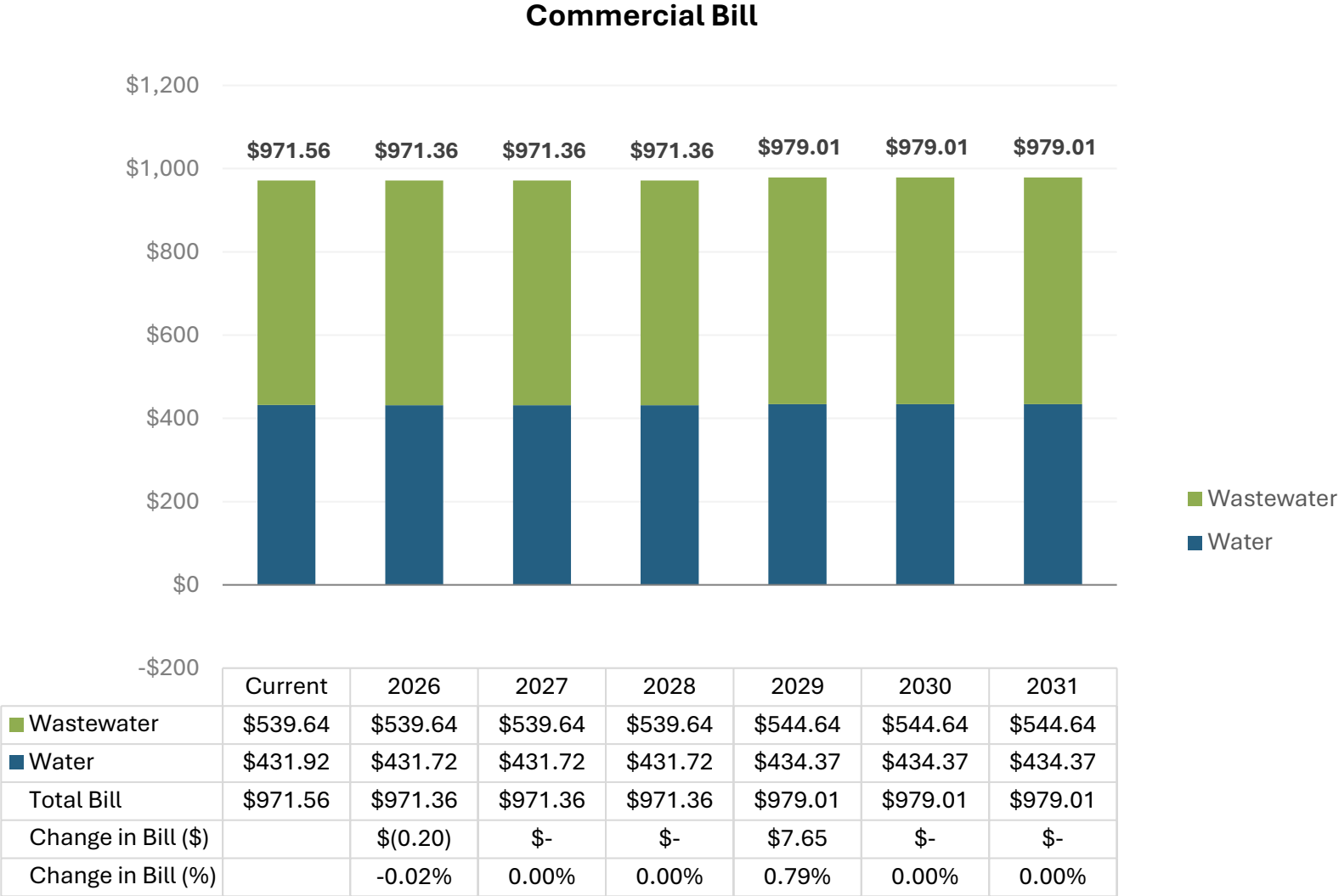
1 inch meter



COMMERCIAL BILL IMPACT

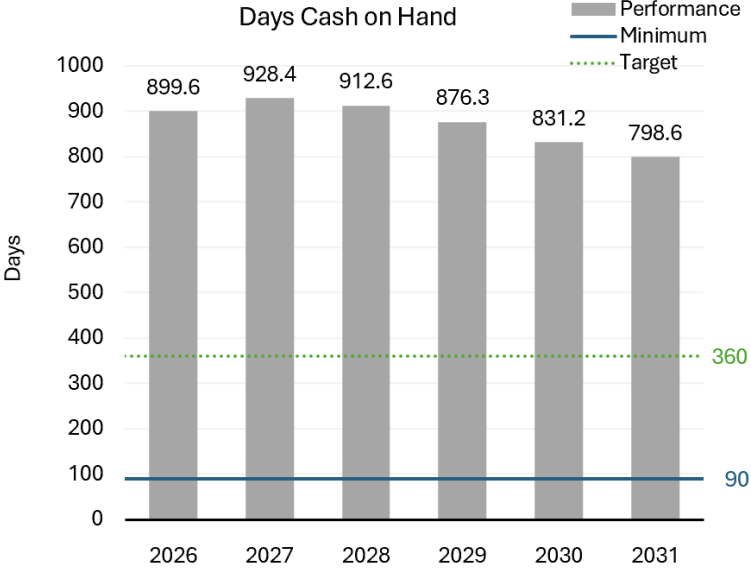
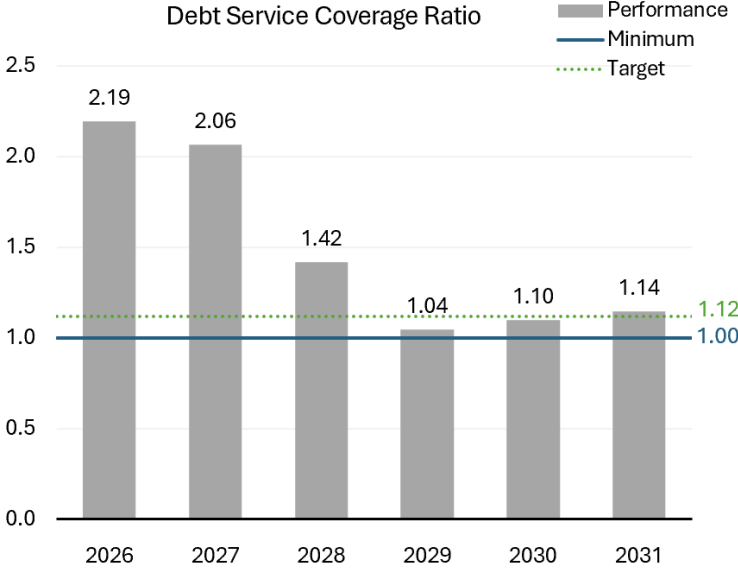
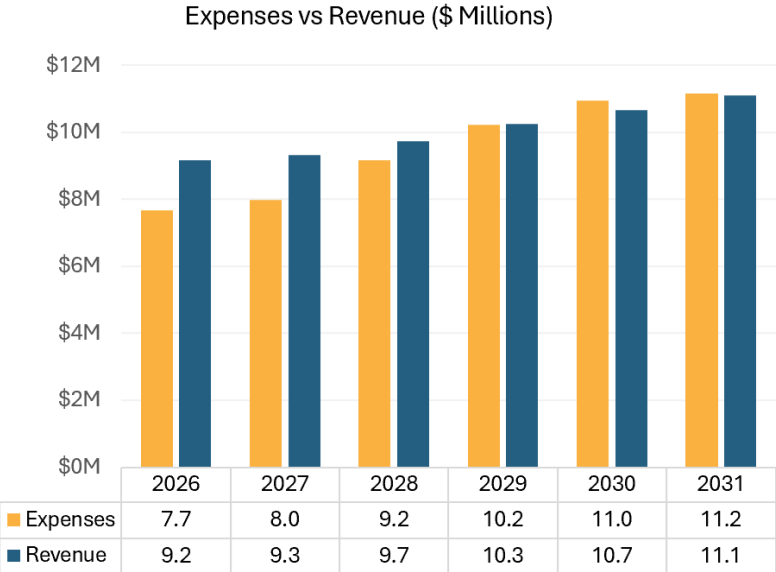
Impact of projected
rates on a typical
Commercial customer
(25,000 gallon water
and wastewater use)

1 inch meter



FINANCIAL PERFORMANCE UNDER PROJECTED RATES

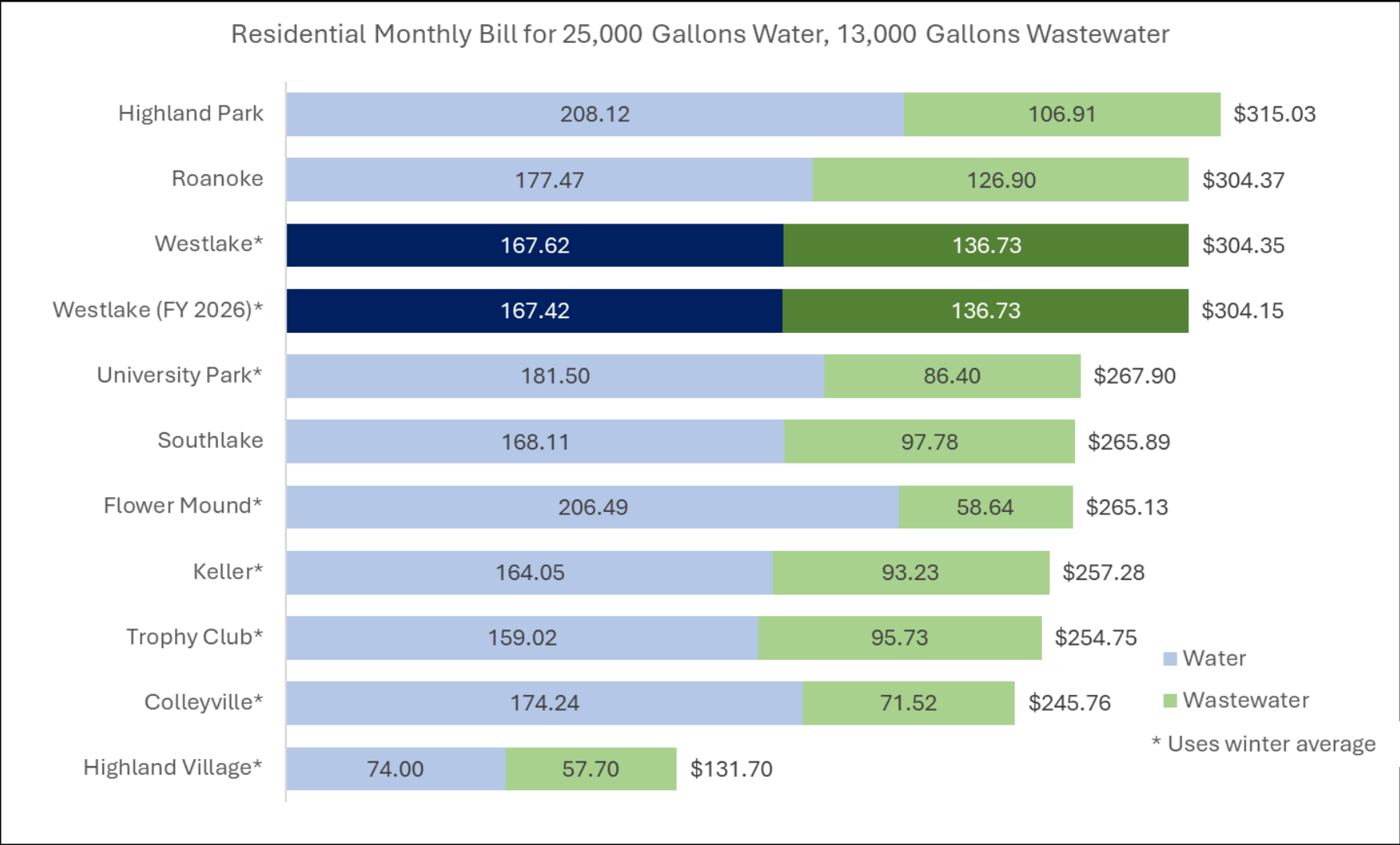
- Key financial targets would be met under projected rates:



BILL COMPARISON

Bill for typical household with 25,000 gallons of water and 13,000 wastewater use 3/4" meter size

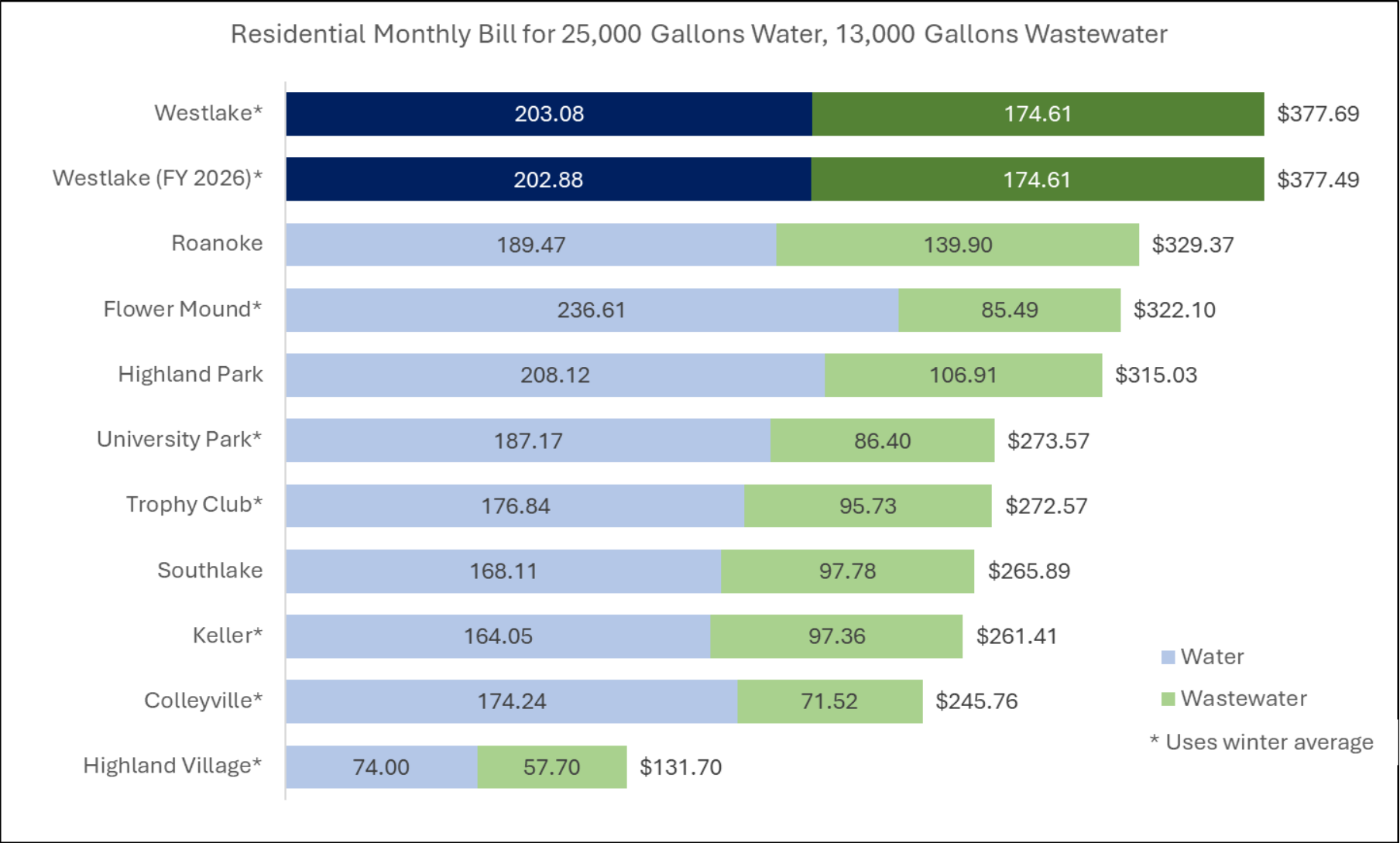
Bill comparisons are based on publicly available data and NewGen's understanding and interpretation of this data (compiled in October 2025).



BILL COMPARISON

Bill for typical household with 25,000 gallons of water and 13,000 wastewater use 1” meter size

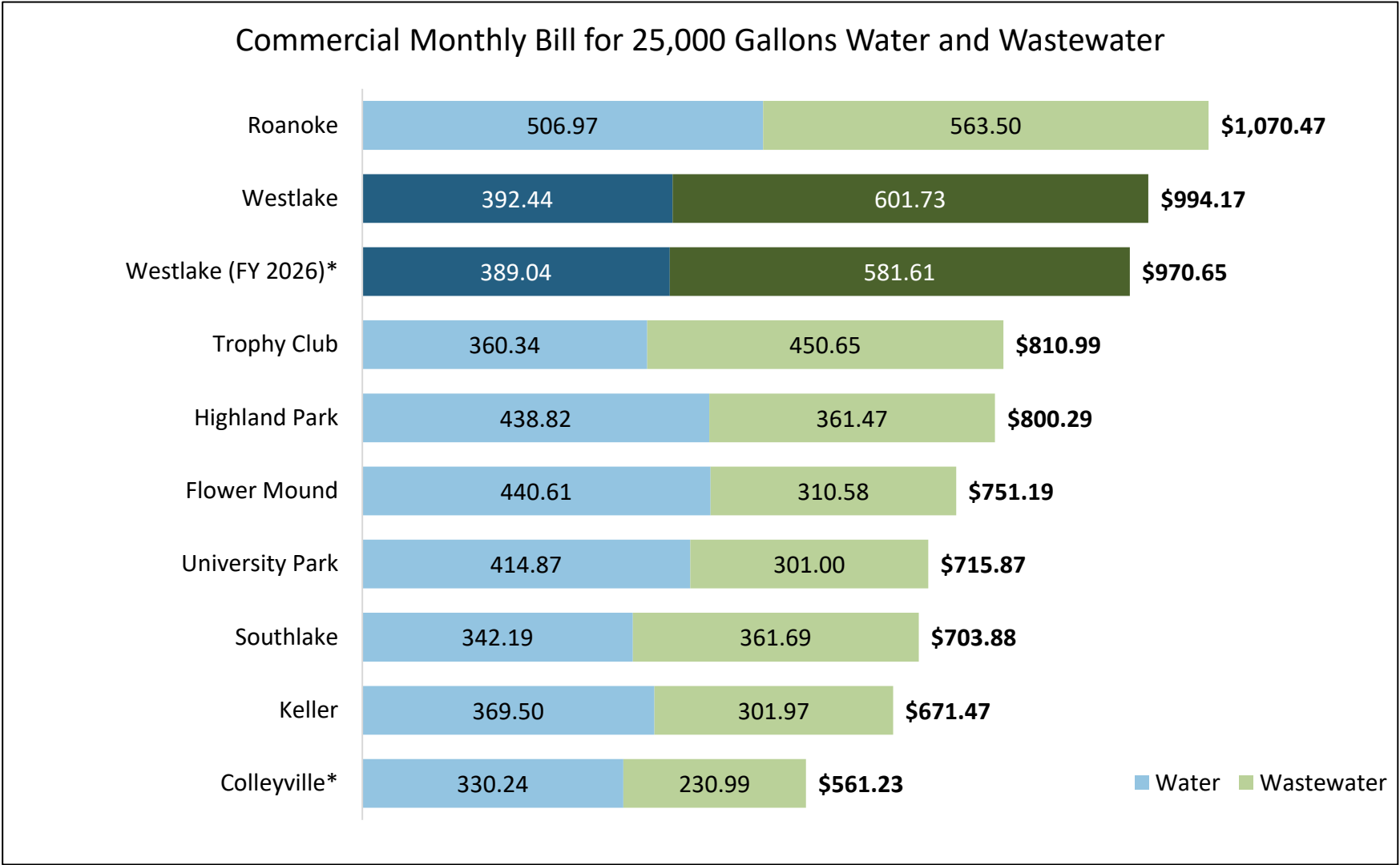
Bill comparisons are based on publicly available data and NewGen’s understanding and interpretation of this data (compiled in October 2025).



BILL COMPARISON

Bill for typical
commercial customer
with 25,000 gallons of
water and
wastewater use
1” meter size

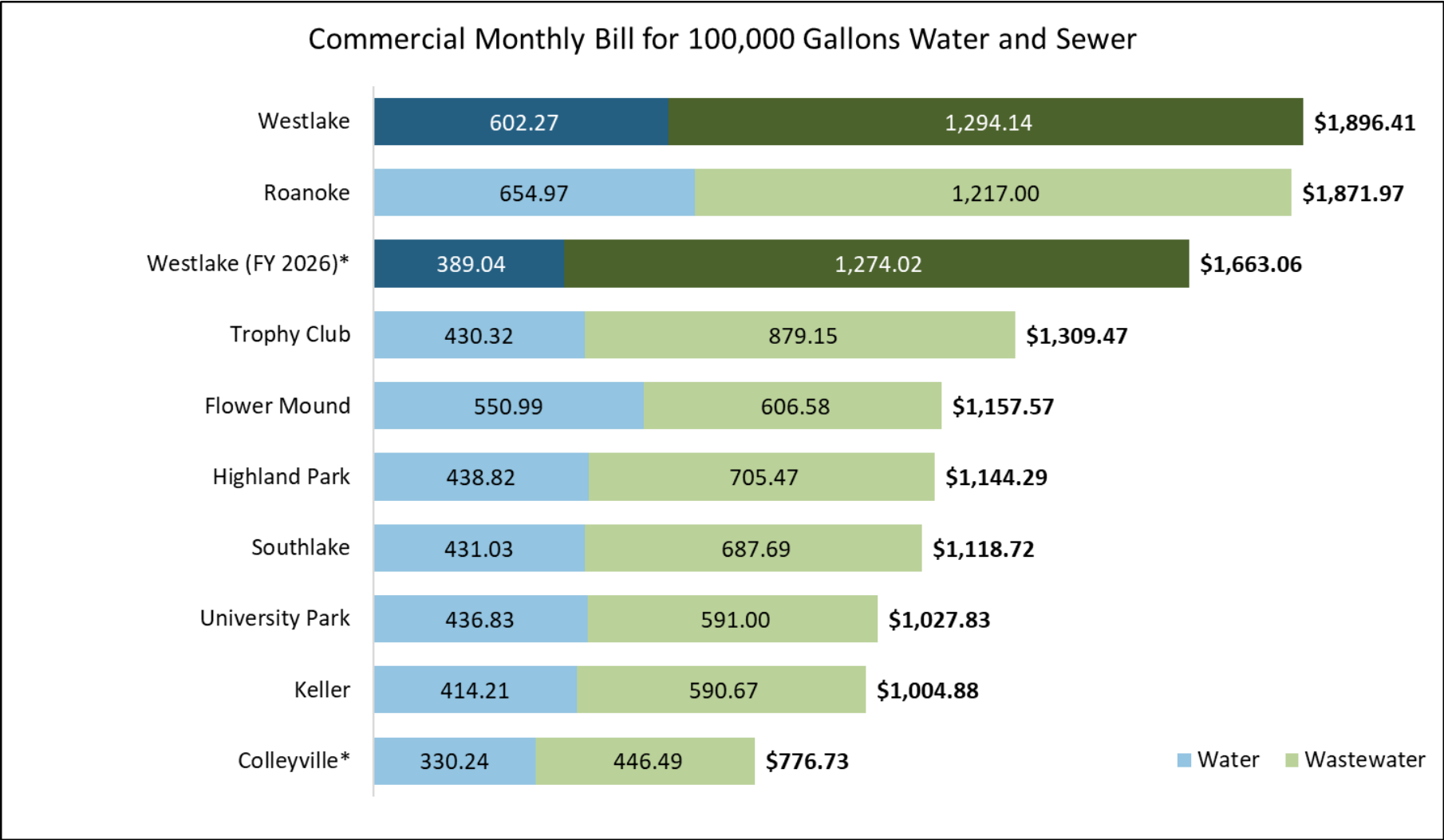
Bill comparisons are based on
publicly available data and
NewGen’s understanding and
interpretation of this data
(compiled in October 2025).



BILL COMPARISON

Bill for typical
commercial customer
with 100,000 gallons
of water and
wastewater use
2” meter size

Bill comparisons are based on
publicly available data and
NewGen’s understanding and
interpretation of this data
(compiled in October 2025).



SUMMARY OF RATE STUDY RESULTS

- Typical customer bills will have slight reduction through FY 2028
 - Lowered top tier volume threshold from 400,000 gallons to 100,000 gallons
 - Residential volumetric tier rate differentials set at 30% for residential discretionary use
 - Commercial tier differential set at 30% for Tier 1 to Tier 2 and 20% for higher business uses
 - No increases are recommended to minimum charges through FY 2031
 - General volumetric rate increase of only 2% expected in FY 2029
- Establishes government rate for Town and Academy accounts paying for water volumes at cost instead of the current tiered rates matching commercial accounts
- Able to slightly reduce typical customer bills and meet or exceed financial targets

NEXT STEPS

- Council consideration and direction tonight
- Possible action on FY 2026 rates in November
- New rates would be implemented January 1st
- Longer term: continue to review water and sewer rate plan and update as necessary, particularly following changes to wholesale water and sewer costs, and debt





QUESTIONS AND DISCUSSION

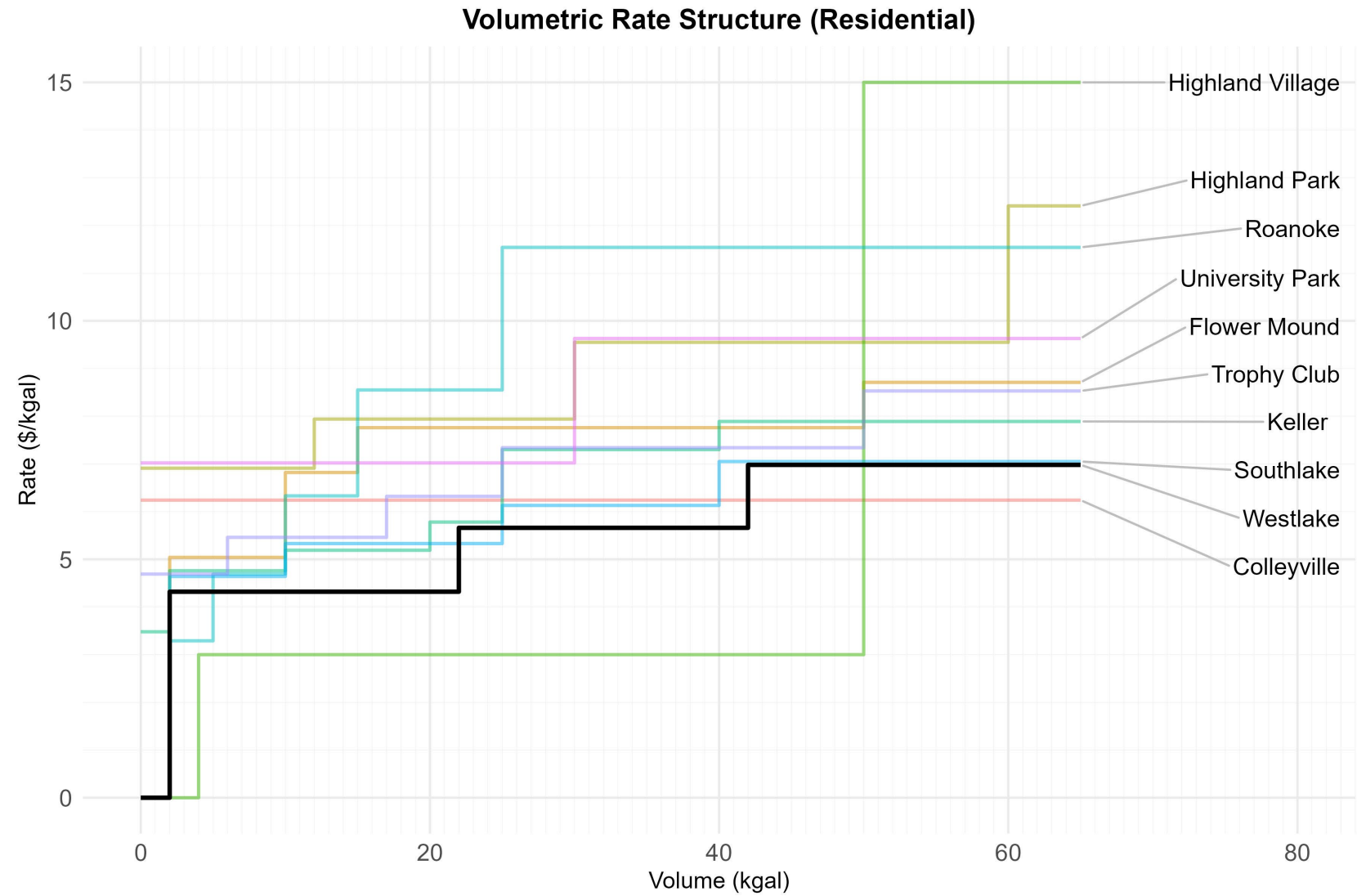
NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
RICHARDSON, TEXAS 75080

MATTHEW GARRETT, PARTNER
(972) 675-7699
MGARRETT@NEWGENSTRATEGIES.NET

TIER STRUCTURE

Residential class

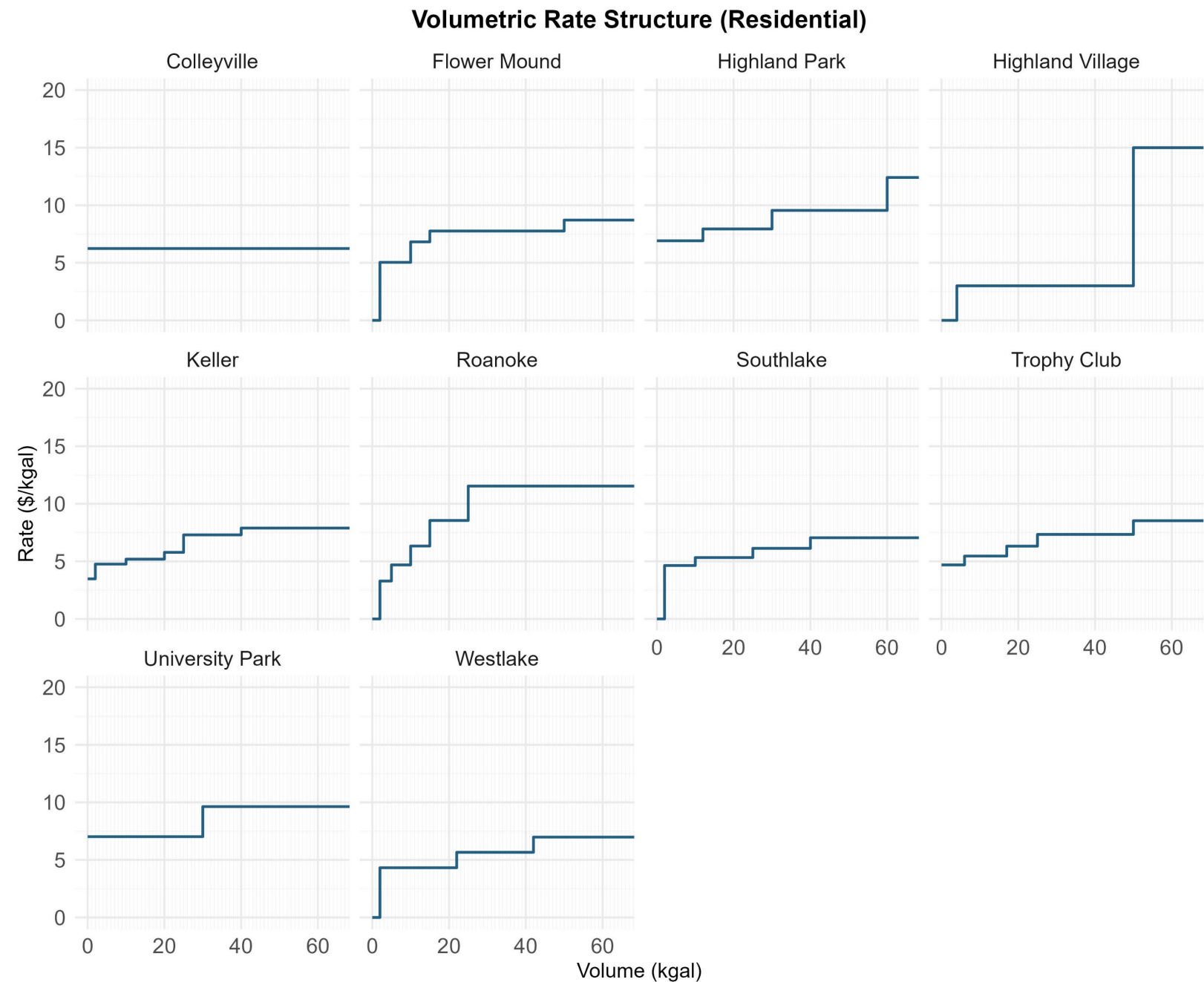
Comparisons are based on publicly available data and NewGen’s understanding and interpretation of this data (compiled in May 2025).



TIER STRUCTURE

Residential class by
comparator cities
Water only

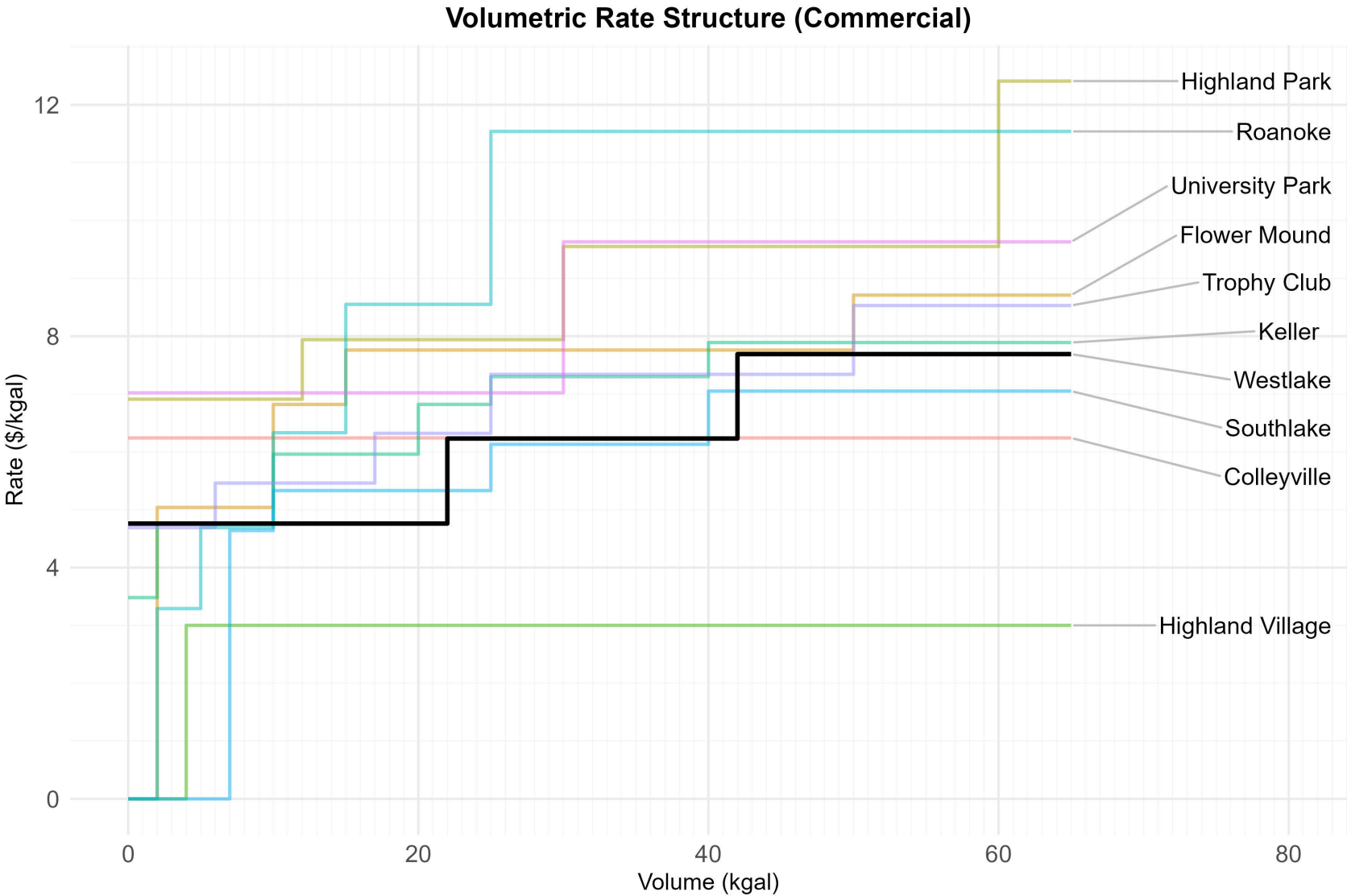
Comparisons are based on publicly
available data and NewGen’s
understanding and interpretation of
this data (compiled in May 2025).



TIER STRUCTURE

Commercial class

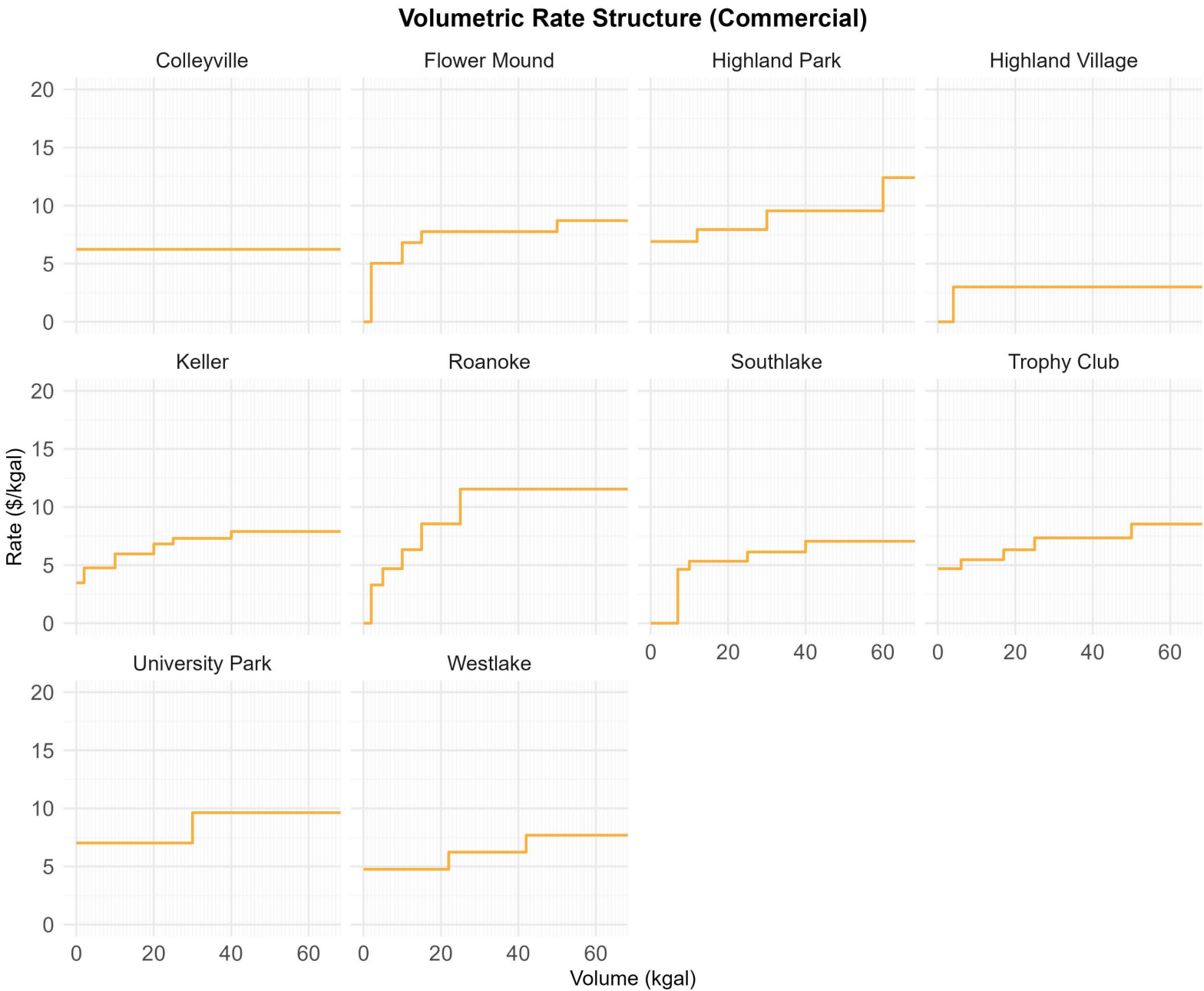
Comparisons are based on publicly available data and NewGen’s understanding and interpretation of this data (compiled in May 2025).



TIER STRUCTURE

Commercial class by
comparator cities

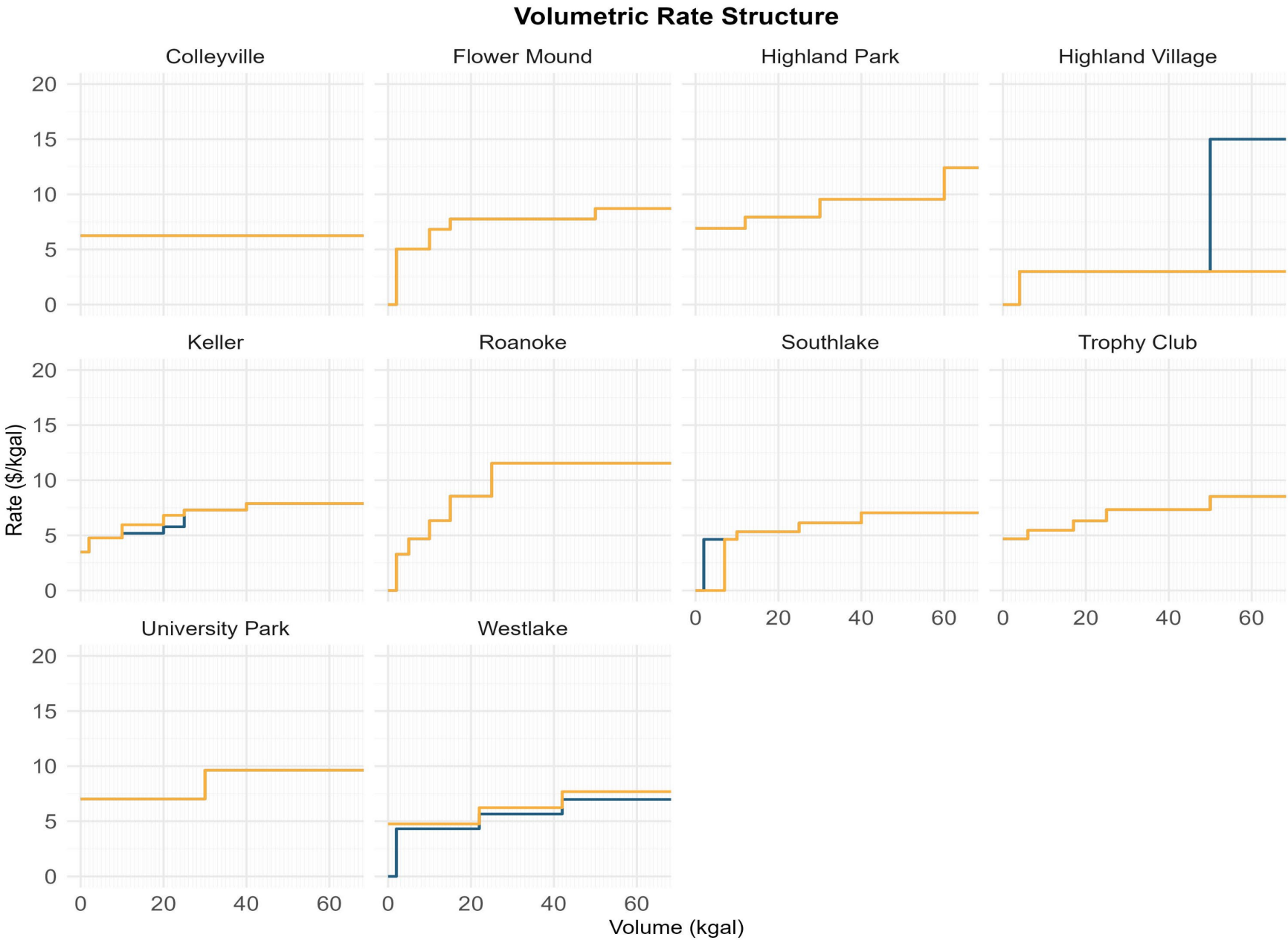
Comparisons are based on publicly
available data and NewGen’s
understanding and interpretation of
this data (compiled in May 2025).



TIER STRUCTURE

Combined reflecting
differences in
residential vs.
commercial tier
structures

Comparisons are based on publicly
available data and NewGen’s
understanding and interpretation of
this data (compiled in May 2025).





Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.1.
FROM: Dianna Buchanan, Town Secretary, Town Secretary's Office
SUBJECT: Discuss, consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the September 16, 2025 Regular Meeting and the October 2, 2025 Special Meeting.

ATTACHMENTS:

1. 09.16.2025 TC BOT Meeting Minutes Draft
2. 10.02.2025 TC BOT Special Meeting Minutes Draft

SUMMARY :

The Town Council/Board of Trustees Meeting Minutes are attached for the September 16, 2025 Regular Meeting and the October 2, 2025 Special Meeting for review and consideration of approval.

BACKGROUND AND DISCUSSION:

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

RECOMMENDATION:

Approve the meeting minutes as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



Town Council/Board of Trustees
Town of Westlake
Council Chamber, 1500 Solana Blvd
Building 7, Suite 7100 Westlake, TX 76262



Tuesday, September 16, 2025, 5:00 PM
Meeting Minutes - Draft

The Town Council of the Town of Westlake also serves as the governing Board of Trustees for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. Town Council/Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort of meeting efficiency, any residents wishing to speak must submit a speaker request form to the Town Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council 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, Town Council may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town/School Attorney on any agenda item listed herein.

A. CALL REGULAR MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Greaves called the meeting to order at 5 p.m. and announced a quorum present.

COUNCIL PRESENT:

Mayor Kim Greaves
Council Member Michael Yackira
Council Member Todd Gautier

Mayor Pro Tem Tammy Reeves
Council Member Kevin Smith
Council Member T.J. Duane

STAFF PRESENT:

Town Manager Wade Carroll
Deputy Town Manager Jason Alexander
Town Secretary Dianna Buchanan
Finance Director Cayce Lay Lamas
Communications Director Jon Sasser
School Attorney Janet Bubert
Academy Finance Manager Marlene Rutledge
WA Dir of Secondary Education Maxwell Ituah
WA PYP Principal Beth Hughes
WA Diploma Coordinator Jennifer Stockton

Head of School Dr. Kelly Ritchie
WA Dir of Innovation & Dev. Michelle Briggs
IT Director Jason Power
Assistant Public Works Director Kyle Flanagan
Town Attorney Matthew Boyle
Fire Chief John Ard
Human Resources Director Sandy Garza
WA High School Principal Dr. James Owen
WA Middle School Principal Serena McMillon

B. INVOCATION AND PLEDGES OF ALLEGIANCE

Pastor Mike Banas, Milestone Church, Keller, provided the invocation. Mayor Greaves and Dr. Ritchie led the Pledges of Allegiance assisted by Westlake Academy students Noah Higgins-5th grade, Wyatt Higgins-5th grade and Emmie Higgins-3rd grade.

At this time, Mayor Greaves recognized Council Member Gautier with a proposed change to the agenda. Motion by Council Member Gautier to Table H.5. Discuss, consider and act to approve the Westlake Academy Parent-Student Handbook; and to Table H.6. Discuss, consider and act regarding a technology plan for Westlake Academy Class of 2026 to allow more time for parent and community review of the proposed handbook and plan. Motion Second by Mayor Pro Tem Reeves. Mayor Greaves called for the vote. **Motion approved unanimously to Table items H.5. and H6.** Mayor Greaves noted that items H.5. and H.6. will be tabled until the meeting next month.

C. CITIZEN/PARENT COMMENTS

This is an opportunity for citizens to address the Town Council/Board of Trustees on any matter, whether or not it is posted on the agenda. Any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual citizen comments are normally limited to three (3) minutes. The presiding officer may ask the citizen to hold their comment on an agenda item if the item is posted as a Public Hearing. The Town Council/Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Town Council/Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

Mayor Greaves asked if there was anyone to speak. No one spoke at this time.

D. ITEMS OF COMMUNITY INTEREST

Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

D.1. Items of Community Interest

Council Member Yackira gave remarks about his first year as a member of Town Council. Jon Sasser, Director of Communications, provided an overview of items of community interest and upcoming events, including the Blacksmith Giving Day campaign and the Fall Cleanup Event coming up on October 4th. He also reported on the first Run to Remember 5K and the results of the recent Trash and Recycling Survey. Mayor Greaves mentioned that Westlake will celebrate the 70th anniversary of the Town in December 2026 and wants to start planning for that. He also mentioned the Mayor's Volunteer Service Program will soon announce an event.

E. PRESENTATIONS

E.1. Presentation and discussion concerning the 2025 Westlake Academy student performance for the STAAR and EOC assessments.

Dr. Ritchie introduced Beth Hughes, PYP Principal; Dr. James Owen, High School Principal; Serena McMillon, Middle School Principal; Jennifer Stockton, new Diploma Program Coordinator; and

Maxwell Ituah, Director of Secondary Education. Dr. Ritchie expressed her appreciation for the team of staff and teachers of Westlake Academy and their level of excellence. The introduced group of school leadership and principals presented results from STAAR, EOC, IB, AND AP assessments, highlighting the strong academic performance of students. The Elementary Program had significant gains in language arts, mathematics and especially science; and outperformed neighboring and peer IB charter schools. The Middle School program remained strong in passing and mastery rates, particularly in Algebra. Teachers focused on target intervention and shifted to formative assessment/data-driven instruction.

E.2. Presentation and discussion concerning the 2025 Westlake Academy student performance on the IB and AP Exams.

Dr. Owen presented information about the High School program's student performance on the EOC, IB and AP exams. Nearly 100% passed EOC exams and there were strong IB and AP test results. The passing rate was 84% for IB Diplomas which is above the global average, and there were 98 AP Scholars which is a record for the program. The programs academy-wide can attribute much of the improved student performances to robust use of root cause analysis and targeted interventions. Vertical and horizontal collaboration is emphasized, particularly for progress tracking and assessment. There is an emphasis on continuous improvement and leveraging longitudinal data. Mayor Greaves and the Board expressed appreciation for the academy staff's commitment and improved results.

F. CONSENT AGENDA

All items listed below are considered routine by the Town Council and/or Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a Council/Board Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

- F.1. Consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the following meetings: August 19, 2025 Regular Meeting; August 25, 2025 Special Meeting and August 28, 2025 Special Meeting.
- F.2. Consider and act to approve Resolution 25-29 adopting the Fiscal Year 2025-2026 Town Council | Board of Trustees Meeting Calendar.
- F.3. Consider and act to approve Resolution 25-33 appointing representatives for the Town of Westlake as the Voting Member and Alternate for the City of Fort Worth Water and/or Wastewater System Advisory Committee for October 1, 2025 thru September 30, 2026.
- F.4. Consider and act to adopt Ordinance 1035 approving and updating the 2025 Solana Public Improvement District Service and Assessment Plan and Assessment Roll.
- F.5. Consider and act to adopt Ordinance 1032 amending the Master Fee Schedule Effective October 1, 2025.

Motion by Council Member Yackira and Motion Second by Council Member Duane to approve the consent agenda. Mayor Greaves called for the vote. **Motion approved unanimously.**

G. PUBLIC HEARINGS AND CORRESPONDING ACTION ITEMS

- G.1. Hold public hearing, discuss, consider and act to adopt Ordinance 1029 approving the Annual Operating and Capital Budget for Fiscal Year 2025-2026, including a taxpayer impact statement.

Finance Director Cayce Lay Lamas provided an overview of the proposed ordinance. The Fiscal Year 2026 Annual Budget includes approximately \$35 million in revenues, \$31 million in expenditures, and was prepared using a tax rate of 18.5-cents per \$100 of value for Westlake properties. The budget provides for 55.5 full-time equivalent positions, a \$1.5 million subsidy for the academy, and \$4 million in total contributions to fund balance/retained earnings. Mayor Greaves opened the public hearing and asked if there was anyone to speak regarding the proposed budget. There was no one to speak. Mayor Greaves closed the public hearing.

Motion by Council Member Yackira and Motion Second by Council Member Duane to adopt Ordinance 1029 approving the Annual Operating and Capital Budget for Fiscal Year 2025-2026, including a taxpayer impact statement. Mayor Greaves called for the vote. **Motion approved unanimously.**

G.2. Discuss, consider and act to approve Resolution 25-36 ratifying the property tax revenue increase.

Item overview by Finance Director Lamas. The revenue ratification is required by Texas Local Government Code 102.007 (c) and calls for a record vote to acknowledge more property tax revenue budgeted than for the prior year. The proposed tax revenue for FY 2026 is \$4,696,742 and the adopted tax revenue for FY 2025 was \$4,071,694. Motion by Council Member Yackira and Motion Second by Council Member Gautier to approve Resolution 25-36 acknowledging more property tax revenue budgeted for FY 2026 than for FY 2025. Mayor Greaves polled each member of the Town Council for their vote. Mayor Pro Tem Reeves-Aye; Council Member Yackira-Aye; Council Member Smith-Aye; Council Member Gautier-Aye and Council Member Duane-Aye. **Motion approved unanimously.**

G.3. Hold public hearing, discuss, consider and act to adopt Ordinance 1030 to Levy an Ad Valorem Rate for Tax Year 2025.

Finance Director Cayce Lay Lamas provided an overview of the proposed ordinance. The proposed Ad Valorem Tax Rate is \$0.185000 per \$100 value and if approved will be the first change to the rate since 2020. The total proposed Tax Levy is \$4,696,742 which breaks down as \$3,300,413 for Maintenance & Operations (M&O) (general obligations); and \$1,396,329 for Interest & Sinking (I&S) (debt obligation payments). Mayor Greaves opened the public hearing and asked if there was anyone to speak regarding the proposed ordinance. There was no one to speak. Mayor Greaves closed the public hearing.

Motion by Council Member Yackira that the property tax rate be increased by the adoption of a tax rate of 18.5 cents, which is effectively a 3.6% (3.6 percent) increase in the tax rate by adopting Ordinance 1030. Motion Second by Council Member Gautier. Mayor Greaves called for the vote. **Motion approved unanimously.**

G.4. Hold a public hearing, discuss, consider and act regarding Ordinance 1034 to approve a request for a specific use permit and a site plan to allow for a water and sewage pumping station that is located above grade, located at 16150 Roanoke Road, legally described as Tract 7F, Abstract 648, Huff, William Survey, HUFF, Town of Westlake, Tarrant County, Texas, zoned as PD3-9, Circle T Planning Area No. 9 – North Commercial Planned Development Zoning District (SUP Case No. 2025-01).

Item overview presented by Deputy Town Manager Jason Alexander. Mayor Greaves opened the public hearing and asked if there was anyone to speak for or against the item. This request is submitted on behalf of the Trinity River Authority of Texas for improvements to the Denton Creek Regional Wastewater System—specifically improvements to the 15CB-1 Cade Branch Lift Station, East Leg Interceptor and Force Main Improvements. Staff conveyed that the land use is appropriate for the site but that it should be visually screened and visually complement the area in consideration

of surrounding future development and growth. Staff recommends approval of with the condition that the screening wall enclosing the water and sewage pumping station be made of a natural stone material or a natural stone veneer. The Planning and Zoning Commission recommends approval with this same condition. Mayor Greaves opened the public hearing and asked if there was anyone to speak regarding the project. There was no one to speak. Mayor Greaves closed the public hearing.

Motion by Council Member Yackira and Motion Second by Mayor Pro Tem Reeves to adopt Ordinance 1034 approving a request for a specific use permit and a site plan to allow for a water and sewage pumping station that is located above grade at 16150 Roanoke Road, Tract 7F, Abstract 648, Huff, William Survey, Town of Westlake with the condition that the screening wall enclosing the water and sewage pumping station be made of a natural stone material or a natural stone veneer. Mayor Greaves called for the vote. **Motion approved unanimously.**

- G.5. Hold a public hearing, discuss, consider and act to adopt Ordinance 1033 approving text amendments related to certain performance standards for approximately 85.9 acres of land in PD, Planned Development District 1-2 ("PD 1-2"), commonly referred to as Entrada, relating to architecture and other aesthetic matters found in Ordinance 703 and in the Entrada Design Guidelines. The property is generally located on the south side of State Highway 114, to the east of Davis Boulevard, and to the north of Solana Boulevard.

Mayor Greaves opened the public hearing and asked if there was anyone to speak regarding the matter. There was no one to speak. Mayor Greaves closed the public hearing.

Motion by Council Member Yackira and Motion Second by Council Member Gautier to adopt Ordinance 1033 approving text amendments related to certain performance standards for approximately 85.9 acres of land in PD, Planned Development District 1-2 ("PD 1-2") commonly referred to as Entrada as presented. Mayor Greaves called for the vote. **Motion approved unanimously.**

H. REGULAR AGENDA ITEMS

- H.1. Discuss, consider and act to adopt Ordinance 1036 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ASCS") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2025 Rate Review Mechanism Filing.

Item overview presented by Town Manager Carroll. This item is representative of a negotiated settlement between Atmos Mid-Tex and the Atmos Cities Steering Committee arising from the 2025 Rate Review Mechanism. Natural gas customers will experience an increase to their monthly fees under the agreement. Motion by Council Member Yackira to approve Ordinance 1036 as presented. Motion Second by Council Member Smith. Mayor Greaves called for the vote. **Motion approved unanimously.** Ms. Leigh Ferguson, Manager of Public Affairs, Atmos Energy Corporation, was introduced and briefly addressed Council.

- H.2. Discuss, consider and act regarding Ordinance 1031 to adopt amendments to the Town of Westlake's Texas Municipal Retirement System Benefits Authorizing (1) Annually Accruing Updated Service Credits and Transfer Updated Service Credits; and (2) Annually Accruing Annuity Increases, also referred to as Cost of Living Adjustments (COLAs) for Retirees and their Beneficiaries.

Item overview presented by Finance Director Lamas. The proposed ordinance will add industry-standard benefits to the Town's retirement offerings through the Texas Municipal Retirement System (TMRS) by authorizing Updated Service Credits and transfers, and by adopting a 50% repeating and

retroactive cost-of-living adjustment for retirees effective January 1, 2026. Motion by Council Member Smith and Motion Second by Council Member Gautier to approve Ordinance 1031 as presented. Mayor Greaves called for the vote. **Motion approved unanimously.**

H.3. Discuss, consider and act to approve Resolution 25-31 approving FY2026 Financial Policies.

Item overview presented by Finance Director Lamas. The Town's Financial Policies serve as an overarching fiscal guide for the Town and Academy and are reviewed for approval annually as part of the budget process. The Finance Subcommittee has been included in the review process for the policy. Motion by Council Member Yackira and Motion Second by Council Member Gautier to approve Resolution 25-31 as presented. Mayor Greaves called for the vote. **Motion approved unanimously.**

H.4. Discuss, consider and act regarding Resolution 25-32 approving the Investment Policy.

Item overview presented by Finance Director Lamas. The Investment Policy, which includes the broker/dealer list, is reviewed for approval annually as required by Texas Government Code Section 2256 Public Funds Investment Act. Motion by Council Member Yackira and Motion second by Council Member Duane to approve Resolution 25-32 as presented. Mayor Greaves called for the vote. **Motion approved unanimously.**

H.5. Discuss, consider and act to approve the Westlake Academy Parent-Student Handbook.

Item H.5. was Tabled until the meeting next month (action taken prior to Item C.).

H.6. Discuss, consider, and act regarding a technology plan for Westlake Academy Class of 2026.

Item H.6. was Tabled until the meeting next month (action taken prior to Item C.).

I. EXECUTIVE SESSION

The Town Council/Board of Trustees will conduct a closed session pursuant to Section 551.071 (2) of the Texas Government Code, for the purpose of seeking confidential legal advice from the Town Attorney/Westlake Academy Attorney for the following:

Mayor Greaves announced Items I.1., I.2., and I.3. and recessed the Regular Session to Executive Session at 6:38 p.m.

- I.1. Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Affiliate Group: Westlake Academy Athletic Club (WAAC).
- I.2. Section 551.076 Deliberation Regarding Security Devices or Security Audits Related to Findings of 3-year safety and security audit report for Westlake Academy.
- I.3. Section 551.071: Consultation with legal advice from Attorney regarding the expansion of Westlake Academy Arts and Science building.

J. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS

Mayor Greaves reconvened the Regular Session from Executive Session at 7:58 p.m. There was no action as a result of the executive session.

K. FUTURE AGENDA ITEMS

Town Manager Carroll noted future agenda items as follows: Discuss the traffic plan for drop-off and pick-up times at the academy; discuss a possible stipend for the Mayor's position; the two tabled items from this evening—the WA Parent-Student Handbook and Technology Plan; and a work session is to be scheduled prior to the October regular Town Council/Board of Trustees meeting regarding the WA Arts and Science Building expansion project.

L. STAFF RECAP OF COUNCIL DIRECTION

Nothing was discussed.

M. ADJOURNMENT

Mayor Greaves adjourned the Regular Meeting at 8:02 p.m.

ATTEST:

Kim Greaves, Mayor

Town Secretary Dianna Buchanan



Town Council/Board of Trustees
Town of Westlake
Council Chamber, 1500 Solana Blvd
Building 7, Suite 7100 Westlake, TX 76262



Thursday, October 2, 2025, 5:00 PM
Meeting Minutes - Draft

The Town Council of the Town of Westlake also serves as the governing Board of Trustees for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. Town Council/Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort of meeting efficiency, any residents wishing to speak must submit a speaker request form to the Town Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council 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, Town Council may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town/School Attorney on any agenda item listed herein.

A. CALL SPECIAL MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Greaves called the meeting to order at 5:02 p.m. and announced a quorum present.

COUNCIL PRESENT:

Mayor Kim Greaves
Council Member Michael Yackira
Council Member Todd Gautier

Mayor Pro Tem Tammy Reeves
Council Member Kevin Smith
Council Member T.J. Duane

STAFF PRESENT:

Town Manager Wade Carroll
Town Secretary Dianna Buchanan
Finance Director Cayce Lay Lamas
School Attorney Janet Bubert

Head of School Dr. Kelly Ritchie
WA Dir of Innovation & Dev. Michelle Briggs
IT Director Jason Power
Academy Finance Manager Marlene Rutledge

OTHERS PRESENT:

Bond Counsel Ted Christensen,
President, Government Capital Securities

Anne Hildenbrand, AIA, Principal, BRW Architects
Chris Sano, AIA, Principal, BRW Architects

B. WORK SESSION

Discussion of Westlake Academy future facility needs, project timing, and possible funding sources.

The Town Council | Board of Trustees will hold a discussion regarding the long-term facility needs of Westlake Academy. Topics will include projected enrollment growth, classroom and campus space requirements, the potential timing of future construction or expansion projects, and the identification of possible funding sources (e.g., bonds, partnerships, grants, or other financing mechanisms). This item is intended for discussion purposes only; no action will be taken at this time.

The Work Session was announced by Mayor Greaves and the purpose is to address the need for a new storm shelter at Westlake Academy due to updated code requirements and how to integrate this with future campus facility needs. Town Manager Wade Carroll introduced Ted Christensen, Bond Counsel, to provide an overview of the Town/Academy debt in general and the possible funding options for future construction or expansion projects for the Academy. The accompanying presentations for the Work Session "Long-Range Planning Discussion" is attached and made a part of these minutes. Finance Director Cayce Lay Lamas provided planning analysis scenarios and answered questions.

BRW Architect Principals Anne Hildenbrand and Chris Sano provided the presentation "Storm Shelter Study for Westlake Academy" which is attached and made a part of these minutes. Head of School Dr. Kelly Ritchie provided input regarding the primary facility needs of the academy to be considered as part of the planning for the storm shelter solution. A multi-functional building such as a competition gym (1,200-1,500 seats) or an auditorium was discussed as it would address both storm shelter requirements and provide much-needed full-school assembly, athletic, and flexible space. Alternatives discussed included a standalone storm shelter, a storm shelter integrated with a new gym, and a storm shelter integrated with a new cafeteria. A major functional concern is the current overuse of the multipurpose hall for both PE and student meals.

The Board emphasized the desire for any building to serve more than a single purpose, taking into consideration both the cost and the utility. The Board also discussed the importance of maintaining strong fund balances to protect credit ratings and allow flexibility for funding unforeseen needs. The Board and staff will continue to review and update financing assumptions to ensure projected and proposed numbers align. Ongoing communication with State Legislators is also needed to advocate for continued teacher pay support and funding that was approved in the latest legislative session. Staff will ensure that the upcoming Arts and Sciences facility expansion will remain compliant with current codes as the construction proceeds.

The Board directed Dr. Ritchey to formally engage BRW Architects to prepare a study and analyze an ICC 500-compliant cafeteria (1,200 capacity), a competition gym (1,200 capacity), and a standalone storm shelter, with detailed cost and program comparisons with the timeline for the return of options to be clarified at a later date.

C. ADJOURNMENT

Mayor Greaves adjourned the meeting at 7:02 p.m.

Kim Greaves, Mayor

ATTEST:

Town Secretary Dianna Buchanan

LONG-RANGE PLANNING DISCUSSION

OCTOBER 2, 2025

DISCUSSION OVERVIEW

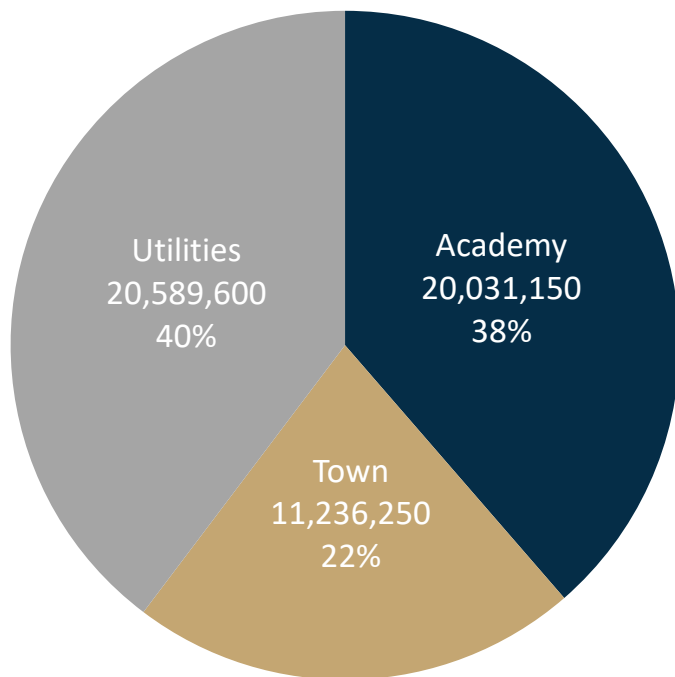
- Current state of debt
- Debt purpose and process
- Options & impacts of facilities

CURRENT STATE

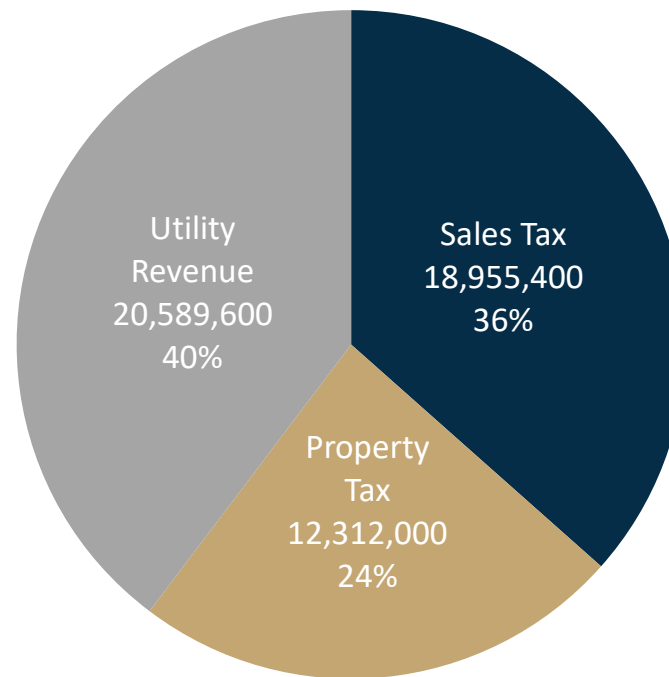
- 11 debt issuances currently outstanding at 51.9m
- Annual P&I of \$4.75m
- No significant payoff until early 2030s

OUTSTANDING DEBT PROFILE

PURPOSE

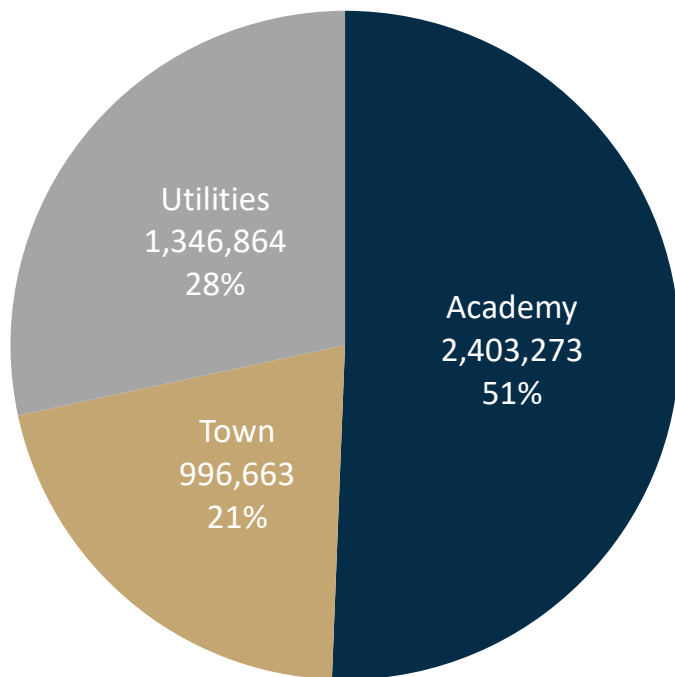


FUNDING

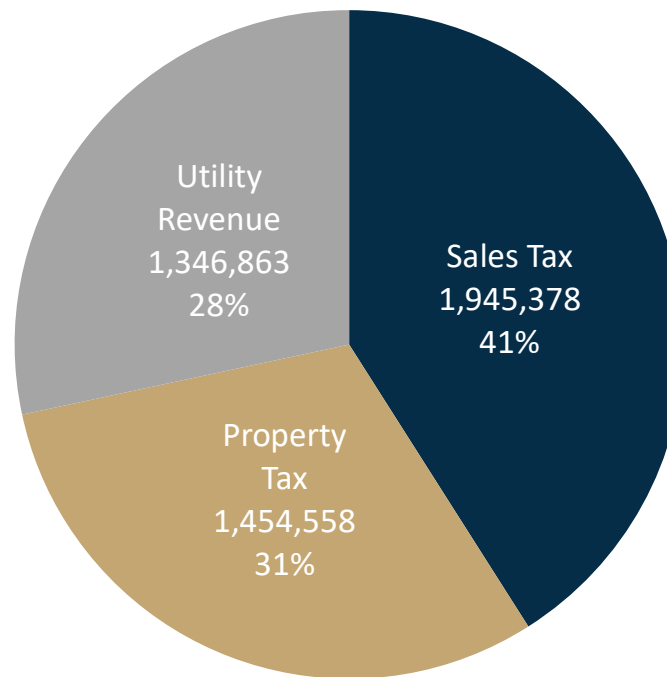


FY2026 PAYMENT REQUIREMENTS

PURPOSE



FUNDING



FY2026 TAX RATE COMPARISON

Entity	M&O	I&S	Total Rate
Westlake	0.130000	0.055000	0.185000
Highland Park	0.200537	0.000000	0.200537
University Park	0.218565	0.000000	0.218565
Keller	0.245020	0.041980	0.287000
Southlake	0.250000	0.055000	0.305000
Colleyville	0.294232	0.017699	0.311931
Roanoke	0.186998	0.139184	0.326182
Flower Mound	0.334294	0.052983	0.387277
Trophy Club	0.309764	0.103100	0.412864
Bellaire	0.303600	0.113800	0.417400
Highland Village	0.422397	0.078587	0.500984

COMMON DEBT TYPES

- **Tax & Revenue**

- **General Obligation Bonds** – Voter-approved and taxes pledged
- **Certificates of Obligation** – Town Council approved after public notice; tax and/or revenue pledge; two votes by Council (post Notice of Intent to Issue and the Vote to Issue) must be 45+ days apart
- **Limited Tax Notes** – Town Council approved with one vote; taxes pledged; max term 7 years

- **Revenue Bonds**

- **Water & Sewer System** – Town Council approved after one vote; no taxes pledged
- **Sales Tax** – Town Council approved with one vote; only sales tax pledged; typically used for Economic Development projects



COUNCIL DECISIONS/INPUT NEEDED

- Project size and amount of cash reserves to commit to project
- Method of repayment (taxes, revenue, or a combination)
- Term of repayment desired (will determine annual debt service required)
- Structure of debt (wrap around current debt or level debt service on new debt)
- Timing of issue

ASSUMPTIONS

- Water Tower increased to 15m construction; 50% to come out of Town General Fund
- Pump Station increased to 20m construction; land, engineering/ design, & 50% construction to come out of Town General Fund
- Gym issuance to be funded during FY2026
- Current CIP list funds all items
- State discontinues teacher pay pass thru in FY2028
- New development adding value in FY2030

SCENARIO A – 22M

- Competition Gym total cost 22m, with 11m from Town General Fund unassigned fund balance
- Projected maximum annual payment of \$670k

SCENARIO B – 17M

- Competition Gym total cost 17m, with 8.5m from Town General Fund unassigned fund balance
- Projected maximum annual payment of \$520k

SCENARIO C – 12M

- Competition Gym total cost 12m, with 6m from Town General Fund unassigned fund balance
- Projected maximum annual payment of \$366k

NEXT STEPS

- Determine maximum project budget, scale, & timing
- Work with Staff on next steps to pursue

LONG-RANGE PLANNING DISCUSSION

OCTOBER 2, 2025



Storm Shelter Study for Westlake Academy
ICC 500 2020

BRWARCHITECTS

OBJECTIVES

- Summarize August Committee Discussion
- Review ICC 500 **Tornado Shelter Impact**
- Review the Westlake Campus Plan for a Storm Shelter.





AUGUST 2025 Executive Committee

Westlake Academy Campus

- **Arts and Science Addition** will not serve as a Tornado Shelter, as it will not accommodate the entire student population and staff
- The area under the gym is currently used during storm events

NEXT STEPS

- Determine timing for building a campus Tornado Shelter that will accommodate the entire student population and staff
- BRW to prepare a concept site plan for the Tornado Shelter building that will house entire campus located within 1,000 feet of buildings

STORM SHELTER ICC 500

Major Building Elements of a Tornado Shelter



- 2-hour wall construction of separation wall
- Building EJ at separation wall
- Additional SF to for back-up power generation and possible control room
- Additional SF for toilet facilities
- Premium for missile impact door and window assemblies

ARCHITECTURAL IMPLICATIONS



- Thicker/heavier structural walls
- 12" fully grouted CMU or Concrete walls
- Thicker/heavier roof systems
- Concrete over metal deck
- Increased rebar in walls and roofs
- Increased structural steel tonnage at roofs
- More robust foundations
- Additional structural testing and inspections

STRUCTURAL IMPLICATIONS



- Protection of mechanical equipment openings
- Emergency ventilation
- Emergency lighting
- Back-up power

MEP IMPLICATIONS

WESTLAKE ACADEMY CAMPUS

ICC 500 Tornado Shelter | Competition Gym



COMPETITION GYM TORNADO SHELTER

- Competition Basketball Court | Volleyball
- 1,500 Seats
- Lobby and Concessions
- Restrooms
- Electrical / Mechanical

Additional Program Outside the Tornado Shelter

- Locker rooms
- Training Room
- Weight Room
- Laundry
- Coaches Offices



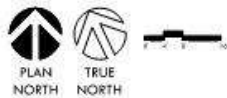


Birds Eye View

BRWARCHITECTS



Floor Plan



BRWARCHITECTS



EXISTING



EXISTING

PARKING

EXISTING: 283 SPACES

33 SPACES

4 SPACES

35 SPACES

155 SPACES

56 SPACES

EXISTING PARKING



PROPOSED BUILDINGS

PARKING

EXISTING: 283 SPACES

DEMO: 37 SPACES

ADDITIONAL: 50 SPACES

TOTAL: 296 SPACES

25 SPACES

25 SPACES

PARKING OPPORTUNITIES



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.2.
FROM: Cheryl Taylor, Public Works Director, Public Works
SUBJECT: Discuss, consider and act to approve Resolution 25-37 authorizing the expenditure of funds for the purchase of water meters and utility parts from Atlas Utility Supply Company for an amount not to exceed \$125,000.

ATTACHMENTS:

1. Resolution 25-37 Atlas Purchase Water Meters and Parts
2. Res 16-03 Coop Purchasing NRH Signed
3. Sole Source Letter - Badger Beacon

SUMMARY :

This item requests council's approval allowing staff to purchase water meters and associated parts, as well as other miscellaneous water and wastewater utility parts from Atlas Utility Supply Company for maintenance of the water and wastewater systems. The requested purchase was included and approved as part of the FY 25-26 budget in the Town's Utility Fund.

BACKGROUND AND DISCUSSION:

Thriving development throughout the Town of Westlake requires new water meters for domestic services and irrigation systems for each new structure. The Ventanas residential development will require over 50 water meters for new homes, as construction of the subdivision is anticipated to be complete in the coming months. As Entrada continues to develop, numerous meters will be required for each of those structures as well. With Public Works staff inspecting and reading existing meters, many will need to be replaced if they are found to be aging or non-functioning meters and end points. A water meter change-out program is necessary to maintain the Town's billing system and mitigate water loss. Atlas Utility Company is the sole authorized distributor of Badger Meters, endpoints, and associated parts for the Town of Westlake.

Customary maintenance and repairs on the water and wastewater systems require a level of inventory of typical parts for efficient management by Public Works staff. An interlocal agreement with North Richland Hills allows the Town of Westlake to purchase utility parts from Atlas Utility Supply Company at prices that have been bid and meets State procurement requirements.

Approval of this item will allow for the purchase of water meters and utility parts for new development and routine maintenance in an amount not to exceed \$125,000 which was included in the FY exceeds the Town Manager's signatory approval and requires Town Council approval.

FISCAL IMPACT:

Funding for this agreement in an amount not to exceed \$125,000 will be from the Public Works approved operating budget for fiscal year 2025-2026.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 25-37 authorizing the expenditure of funds by the Town Manager for the purchase of water meters and utility parts from Atlas Utility Supply Company in an amount not to exceed \$125,000.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-37

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER METERS AND UTILITY PARTS FROM ATLAS SUPPLY COMPANY IN AN AMOUNT NOT TO EXCEED \$125,000.

WHEREAS, the Town Council of the Town of Westlake recognizes the need to maintain and protect public infrastructure to serve its residents; and,

WHEREAS, the leaders of the Town of Westlake desire to improve quality of life in the town; and,

WHEREAS, the Town Council recognizes that the purchase of water meters and water and wastewater utility parts are necessary to perform daily operational maintenance of public infrastructure; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 for the Town of Westlake does hereby approve the expenditure of funds with Atlas Supply Company for the purchase of water meters and water and wastewater utility parts to perform maintenance on the water and wastewater systems.

SECTION 3: That the funding for the water meters and various utility parts in an amount not to exceed \$125,000 will be paid from the fiscal year 2025-2026 Public Works Utility Operating Budget, as approved by the Town Council on September 16, 2025.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this Resolution shall become 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

TOWN OF WESTLAKE

RESOLUTION NO. 16-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS FOR COOPERATIVE PURCHASING.

WHEREAS, the City of North Richland Hills and Westlake are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

WHEREAS, the City of North Richland Hills and Westlake wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which City of North Richland Hills and Westlake may purchase various goods and services commonly utilized by each party; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 of Westlake Town Council does hereby authorize the Town Manager to enter into the interlocal agreement, attached as *Exhibit "A"*.

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

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

PASSED AND APPROVED ON THIS 22ND DAY OF FEBRUARY 2016.

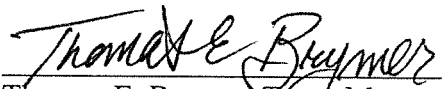
ATTEST:



Laura L. Wheat, Mayor

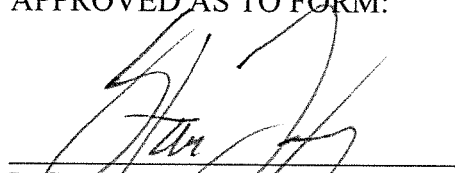


Kelly Edwards, Town Secretary



Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney



INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND TOWN OF WESTLAKE

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the Town of Westlake, hereinafter referred to as "Westlake".

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Article 4413 (32c) Vernon's Annotated Texas Statutes} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and Westlake desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by Westlake through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

Town of Westlake, TX

1. Westlake shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. Westlake will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. Westlake shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. Westlake shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. Purchasing Manager, shall be designated as the official representative to act for Westlake in all matters relating to this cooperative purchasing agreement.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

TOWN OF WESTLAKE

BY: Mark Hindman
City Manager

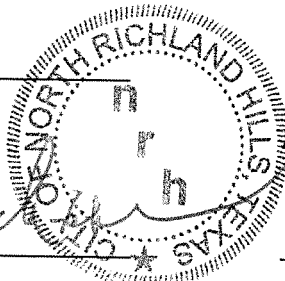
BY: Thomas E. Byrnes
Town Manager

DATE: 3/30/10

DATE: 02/25/2016

ATTEST:

[Signature]
City Secretary



ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for the City

APPROVED AS TO FORM:

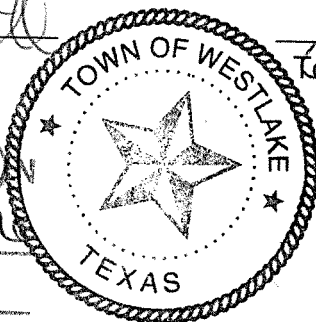
[Signature]
Town Attorney

NRH Council Action ☒ Y ☐ N

Date Approved 3-28-10

Agenda No. B.3

Ord / Res No. _____





4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

September 30, 2024

Ms. Cheryl Taylor
Town of Westlake
1500 Solana Boulevard,
Bldg. 7, Ste. 7200
Westlake, TX 76262

RE: Sole Source Letter

Dear Ms. Taylor:

This letter will confirm that Badger Meter is the sole source provider of BEACON® SaaS for Town of Westlake.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Matthew B. Gieseke', written over a horizontal line.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

September 30, 2024

Ms. Cheryl Taylor
Town of Westlake
1500 Solana Boulevard,
Bldg. 7, Ste. 7200
Westlake, TX 76262

RE: Sole Source Letter

Dear Ms. Taylor:

This correspondence confirms that Atlas Utility Supply Company is the sole authorized distributor of E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® Mobile Reading Solutions and ORION® Endpoints for the Town of Westlake.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A blue ink signature of Matthew B. Gieseke, written in a cursive style.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

Page 1 of 1

E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® Mobile Reading Solutions and ORION® Endpoints



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.3.
FROM: Cheryl Taylor, Public Works Director, Public Works
SUBJECT: Discuss, consider and act to approve Resolution 25-38 authorizing the expenditure of funds for Town-wide landscaping and tree trimming services by Smith Lawn and Tree in an amount not to exceed \$613,000.

ATTACHMENTS:

1. Res 25-38 Landscape Expenditure
2. Resolution 24-82 Master Interlocal Purchasing Agreement Southlake
3. Resolution 16-03 Master Interlocal Purchasing Agreement NRH

SUMMARY :

This authorization will allow the Town Manager to pay for Town-wide landscaping services by Smith Lawn for the Fiscal Year 2025-2026 as submitted and approved in our Town of Westlake FY25-26 budget.

BACKGROUND AND DISCUSSION:

Smith Lawn and Tree has been providing landscaping services to the Town of Westlake since 2020 by performing routine ground maintenance and tree trimming services at Town-owned facilities as well as beautification of Davis Boulevard, within public parks and along the public rights-of-way and trail system.

Smith Lawn and Tree has an existing contract with the City of North Richland Hills for miscellaneous mowing and landscaping services, as well as an existing contract with the City of Southlake for tree trimming services. Council has recently approved interlocal agreements with the Cities of North Richland Hills and Southlake that allow the Town of Westlake to continue its relationship with Smith Lawn who has provided several years of exceptional customer service to the Town and continues to respond quickly and efficiently to clear storm debris, provide porter service along the public trail system, and perform staff directed special projects throughout the Town. Master interlocal agreements allow the Town of Westlake to work with Smith Lawn and Tree at prices that have been bid which meets State procurement requirements.

FISCAL IMPACT:

Funding for this agreement in an amount not to exceed \$613,000 which includes an approximately 10% contingency, will be from the Public Works, Facilities and Parks approved operating budgets for fiscal year 2025-2026.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 25-38 authorizing the Town Manager to expend funds for Town-wide landscaping and tree trimming services with Smith Lawn in an amount not to exceed \$613,000.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE EXPENDITURE OFFUNDS FOR TOWN-WIDE LANDSCAPING, IRRIGATION AND TREE TRIMMING SERVICES BY SMITH LAWN AND TREE IN AN AMOUNT NOT TO EXCEED \$613,000

WHEREAS, the Town Council of the Town of Westlake recognizes the need to maintain the landscaping along rights-of-way, town-owned facilities, and in the public parks; and,

WHEREAS, the leaders of the Town of Westlake desire to improve quality of life in the town; and,

WHEREAS, the Town Council recognizes the importance of adhering to procurement policies and requirements as outlined in the Local Government Code; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 herein above 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 for the Town of Westlake does hereby authorize the Town Manager to expend funds for Town-wide landscaping, irrigation and tree trimming services by Smith Lawn and Tree.

SECTION 3: That the funding for these services in an amount not to exceed \$613,000 which includes an approximate 10% contingency utilizing interlocal agreements with the Cities of North Richland Hills and Southlake, requires Council approval and will be funded from the Public Works and Facilities and Parks approved operating budgets for Fiscal Year 2025-2026.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this Resolution shall become 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

TOWN OF WESTLAKE

RESOLUTION NO. 24-82

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS,
AUTHORIZING A MASTER INTERLOCAL COOPERATIVE PURCHASING
AGREEMENT BETWEEN THE TOWN OF WESTLAKE AND THE CITY OF
SOUTHLAKE.**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271. 102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services; and,

WHEREAS, the Town of Westlake (the " Town") City of Southlake (Southlake) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and,

WHEREAS, The Town and Southlake represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and,

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services; and,

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the Governments through the efficiencies and potential savings to be realized; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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: The Town and Southlake are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.

SECTION 3: The Town and Southlake agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the Town nor Southlake warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

SECTION 4: That the Town Council for the Town of Westlake does hereby approve a Master Interlocal Cooperative Purchasing Agreement between the Town of Westlake and the City of Southlake to utilize any contracts for goods and services available thereunder, and authorizes the Town Manager or designee to execute Interlocal Agreement attached hereto as "Exhibit A".

SECTION 5: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

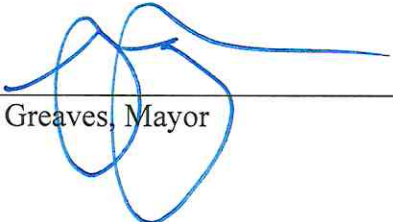
SECTION 6: That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 11TH DAY OF NOVEMBER 2024.



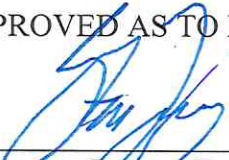
ATTEST:


Dianna Buchanan, Town Secretary



Kim Greaves, Mayor

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney

EXHIBIT A

EXHIBIT A

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE TOWN OF WESTLAKE AND CITY OF SOUTHLAKE**Date Approved 10/21/21

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The Town of Westlake (the "Town") City of Southlake (Southlake) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The Town and Southlake represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The Town and Southlake are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The Town and Southlake agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the Town nor Southlake warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the Town or Southlake, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the Town and Southlake agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

Town of Westlake:

Town of Westlake
Attn.: Procurement
1500 Solana Blvd.
Building 7
Suite 7200
Westlake, TX 76262
Phone: (817) 430-0941
Fax: (817) 430-1812

Entity:

Purchasing Department
Attn: Tim Slifka, Purchasing
Manager
City of Southlake
1400 Main St. Suite 420
Southlake, TEXAS 76092
Phone: 817-748-8312
TSlifka@ci.southlake.tx.us

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Tarrant County, Texas, United States of America for Southlake and shall be Tarrant County, Texas, United States of America for the Town.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.

17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

[Handwritten initials]

TOWN OF WESTLAKE

CITY OF SOUTHLAKE

BY: _____
Town Manager

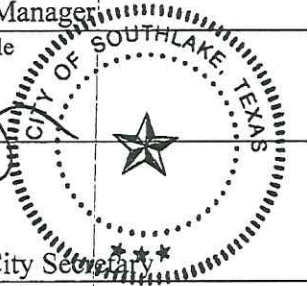
BY: *[Signature]* _____
City Manager

DATE: _____

Alison Ortowski, City Manager
"BY" Printed Name and Title

ATTEST: _____
Town Secretary

ATTEST: *[Signature]* _____
City Secretary



DATE: _____

Amy Shelley, TMRC City Secretary
"ATTEST" Printed Name and Title

APPROVED AS TO FORM: _____

Town Attorney

RESOLUTION No. 12-049

A RESOLUTION OF THE CITY OF SOUTHLAKE, TEXAS AUTHORIZING THE CITY MANAGER OR HIS OR HER DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND OTHER COOPERATIVE PURCHASING ORGANIZATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City of Southlake to make purchases of supplies, equipment, materials and other things requisite for public purposes; and

WHEREAS, the City cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of the City to enter into mutually satisfactory agreements for the purchase of certain materials and supplies; and

WHEREAS, in order to obtain the best purchase price available in a timely manner, it is also deemed in the best interest of the City to authorize the city manager or his or her designee to enter into cooperative purchasing agreements with other governmental entities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTHLAKE, TEXAS THAT:

SECTION 1.

The City Manager or her designee is hereby authorized to enter into agreements for cooperative purchasing with other governmental entities and other cooperative purchasing organizations and to take such other actions as may be necessary to implement those agreements.

SECTION 2.

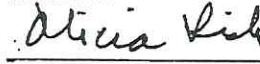
The authorization granted by this Resolution does not affect the City Council's exclusive power and responsibility to make all purchases where the amount of the expenditure is over \$50,000.00

SECTION 3.

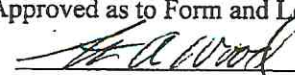
This Resolution shall be effective immediately upon its adoption and approval.

PASSED AND APPROVED THIS THE 16TH DAY OF October, 2012.

ATTEST:


Alicia Richardson TRME, City Secretary




John Terrell, Mayor Pro Tem
Brandon Bledsoe
Approved as to Form and Legality:

City Attorney

TOWN OF WESTLAKE

RESOLUTION NO. 16-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS FOR COOPERATIVE PURCHASING.

WHEREAS, the City of North Richland Hills and Westlake are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

WHEREAS, the City of North Richland Hills and Westlake wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which City of North Richland Hills and Westlake may purchase various goods and services commonly utilized by each party; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 of Westlake Town Council does hereby authorize the Town Manager to enter into the interlocal agreement, attached as *Exhibit "A"*.

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

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

PASSED AND APPROVED ON THIS 22ND DAY OF FEBRUARY 2016.

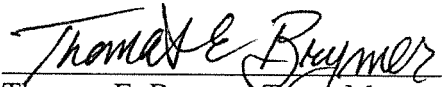
ATTEST:



Laura L. Wheat, Mayor

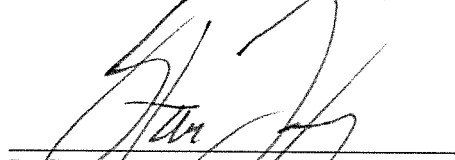


Kelly Edwards, Town Secretary



Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney



INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND TOWN OF WESTLAKE

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the Town of Westlake, hereinafter referred to as "Westlake".

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Article 4413 (32c) Vernon's Annotated Texas Statutes} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and Westlake desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by Westlake through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

Town of Westlake, TX

1. Westlake shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. Westlake will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. Westlake shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. Westlake shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. Purchasing Manager, shall be designated as the official representative to act for Westlake in all matters relating to this cooperative purchasing agreement.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

TOWN OF WESTLAKE

BY: Mark Hindman
City Manager

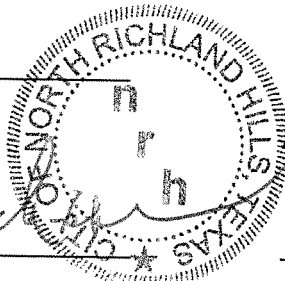
BY: Thomas E. Byrnes
Town Manager

DATE: 3/30/10

DATE: 02/25/2016

ATTEST:

[Signature]
City Secretary



ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for the City

APPROVED AS TO FORM:

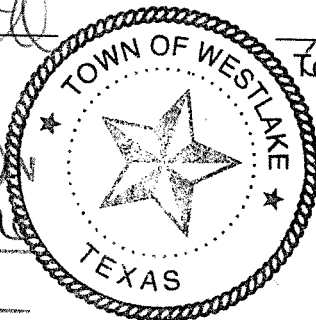
[Signature]
Town Attorney

NRH Council Action ☒ Y ☐ N

Date Approved 3-28-10

Agenda No. B.3

Ord / Res No. _____





Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.4.
FROM: Cheryl Taylor, Public Works Director, Public Works
SUBJECT: Discuss, consider and act to approve Resolution 25-39 authorizing the expenditure of funds for the purchase of a Compact Excavator from the RDO Equipment Company in the amount of \$78,997.

ATTACHMENTS:

1. Resolution 25-39 RDO Compact Excavator
2. RDO Equipment Co. Quotation through Sourcewell

SUMMARY :

This agreement is for the purchase of a compact excavator to perform daily maintenance of public water and wastewater infrastructure. The excavator was a part of the Council approved list of service level adjustments within the FY25-26 budget. The excavator will improve our Public Works crews' ability to work more efficiently and quickly to replace and repair water and sewer issues within the town without the need to rent equipment each time an event occurs.

BACKGROUND AND DISCUSSION:

Public Works is responsible for the maintenance of the Town's public water, sanitary sewer, storm drain and roadway systems. A compact excavator outfitted with the grapple thumb and 3 style interchangeable buckets is a multi-faceted piece of equipment that can be used for water leak repairs on main lines, service lines, fire hydrants, and valve repairs, water tap installations and repairs, sanitary sewer repairs, cleaning drainage channels, and the cleaning of barrow ditches.

The purchase includes a 60-month, 3000-hour, \$0 deductible warranty. And PM services are included in the first 1,500 hours.

A cooperative agreement with Sourcewell (Member No. 183219, Contract No. 011723-JDC) allows the Town of Westlake to contract with the RDO Equipment Company for purchasing equipment at prices that have been bid and meet State procurement requirements. Approval will allow staff to purchase the compact excavator from the RDO Equipment Company in the amount of \$79,927, which includes a 27% discount and was included in the approved Public Works operating budget for fiscal year 2025-2026. The total amount is less than the approved budget but does exceed the Town Manager's signatory approval and requires Town Council approval.

FISCAL IMPACT:

Funding for this agreement in the amount of \$78,997 will be paid from the Public Works approved Utility Fund operating budget for fiscal year 2025-2026.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 25-39 authorizing the expenditure of funds by the Town Manager for the purchase of a Compact Excavator from the RDO Equipment Company in the amount of \$78,997.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A COMPACT EXCAVATOR FROM THE RDO EQUIPMENT COMPANY IN THE AMOUNT OF \$78,997.50

WHEREAS, the Town Council of the Town of Westlake recognizes the need to maintain and protect public infrastructure to serve its residents; and,

WHEREAS, the leaders of the Town of Westlake desire to improve quality of life in the town; and,

WHEREAS, the Town Council recognizes that a compact excavator is a necessary piece of equipment required to perform daily operational maintenance of public infrastructure; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 herein above 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 of the Town of Westlake does hereby approve the expenditure of funds to RDO Equipment Company for the purchase of a compact excavator to perform maintenance on the water, wastewater, and storm sewer systems.

SECTION 3: That the funding for the compact excavator in the amount of \$78,997.50 will be paid from the fiscal year 2025-2026 Public Works Utility Fund Operating Budget as approved by the Town Council on September 16, 2025.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5 That this Resolution shall become 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

Exhibit “A”

RDO Equipment Company Investment Proposal (Quote) for Purchase of Compact Excavator



RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Investment Proposal Date:	9/11/2025
Pricing Valid Until:	11/14/2025
Deal Number:	1942453
Customer Account#:	0941029
Sales Professional:	Austin Walker
Phone:	1 (817) 566-1541
Fax:	
Email:	awalker@rdoequipment.com

[illegible]

Purchase Order Totals

Balance:	\$78,997.50
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX CITY TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$78,997.50
Cash with Order:	\$0.00
Balance Due:	\$78,997.50

35 P-Tier Compact Excavator

11-Sep-2025



Code	Description	Qty	List Price
0150FF	35 P-Tier Compact Excavator	1	\$68,240.00 USD
	0150FF (Gen-A)		
Option Codes			
0202	Destination Code - United States	1	No Added Cost
0259	English Customer Delivery Packet	1	No Added Cost
0408	Configuration 8 - Cab, Rubber, Susp, Long Arm + EX C/W, Angle Blade	1	\$11,687.00 USD
	Includes:		
	- 300 mm (12 in.) Rubber Track		
	- 1.69 m (5 ft. 7 in.) Long Arm		
	- Extra Counterweight		
	- Extra Counterweight extends beyond width of tracks when upper structure is rotated to the side		
	- Angle Blade		
	- Cloth Seat		
	- Heater & Air Conditioner		
Total			\$79,927.00 USD

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices are shown in USD unless otherwise noted.

35 / P

Compact Excavator



JOHN DEERE





SMALLER MACHINE, BIGGER POTENTIAL

When you need more from your compact excavator, the John Deere 35 P-Tier might be your “one and done.” This small-but-mighty muscle specializes in making work in close quarters seem like no big deal. Loaded with customer-inspired ideas like significant lift and reach, precise control, and an amazingly comfortable cab, digging, excavating, and loading tasks become big possibilities. Plus it runs quiet, too. Jobsite-proven standard and optional advantages including your choice of tracks and John Deere attachments push the 35 P-Tier to make a sizable impact on the potential — and profitability — of your operation.

**Quiet comfort and control**

Spacious operator station has a wide entryway and backhoe- to excavator-style controls. Swing boom and foldable travel pedals are positioned for efficient operation and comfortable foot room. Noise-reducing muffler and isochronous high-idle speed help keep things noticeably quiet. Rubber cab mounts isolate the operator from noise and vibration.

Start from zero

Zero-tail-swing design maximizes maneuverability and performance in tight places such as urban and residential areas. Compact stature permits easy transport between jobsites, perfect for “dig-and-go” projects.

Resource management

Auto-idle automatically reduces engine speed when hydraulics aren't in use. Auto shutdown conserves precious fuel. Power/economy modes optimize power for digging applications, further improving fuel efficiency.

Get back to it

Standard backfill blade enables the 35 P-Tier to grade and fill, boosting machine versatility and stability when using attachments or working on uneven terrain.

Swing for the fences

Put the 35 P-Tier's independent-swing boom and 360-degree rotation to work taming difficult tasks. Impressive lift height and reach ease truck loading.



**RUBBER CAB MOUNTS
HELP ISOLATE OPERATOR
FROM NOISE & VIBRATION**

Handy hydraulics

Standard quick-coupler-equipped, boom-mounted auxiliary hydraulic lines simplify attachment hookup. Return-flow selector valve accommodates hydraulic-driven attachments that operate either one or two ways. Wedge-style coupler enables swift changes of a wide range of buckets and attachments, such as hydraulic hammers, plate compactors, and augers.

Safe travels

No operator activation is required for high-speed travel. Track speeds automatically slow to low whenever a heavier load is encountered, then return to high when the load normalizes.

Designed for durability

Heavy-duty side shields deflect material and impacts, protecting boom/blade cylinders and drive motors. Single-pin swing-post increases boom rigidity. Reinforced D-channel side frames and heavy-duty X-frame help extend wear life.

Maintenance made easy

Hinged door provides wide-open access to the side-by-side oil cooler and radiator. Operator station tilts forward 50 degrees to reach the swing motor, hydraulic control valve, engine starter motor, and alternator. Extended service intervals allow the machine to work longer before maintenance is needed.

Make the most of your investment

Already own some John Deere attachments? Many models including buckets, hydraulic hammers, and augers also work on other compact machines so you can redefine fleet utilization — and your bottom line.



35 P-TIER COMPACT EXCAVATOR



MATCH YOUR TRACK TO THE APPLICATION

The choice is yours

Rubber tracks traverse virtually any terrain, including paved surfaces. Optional rubber grousers combine work-anywhere flexibility with steel-track serviceability. Steel tracks and steel tracks with rubber pads are also available.

Connected machines

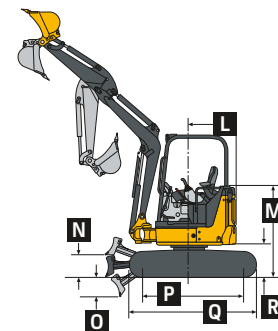
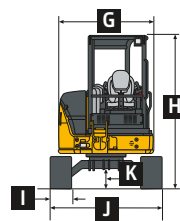
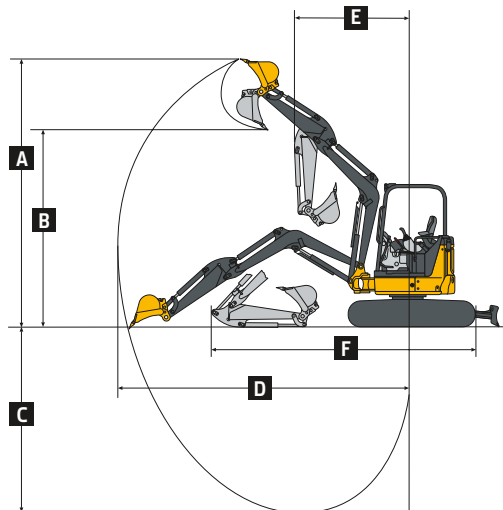
John Deere construction equipment comes with in-base connectivity — free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center™**. The Operations Center also enables **John Deere Connected Support™**, which uses data from thousands of connected machines to proactively address issues before they arise. Your dealer can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.*

*Availability varies by region and product. Options not available in every country.



While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine		35 P-TIER		
Manufacturer and Model		Yanmar 3TNV88F	Displacement	1.642 L (100.2 cu. in.)
Non-Road Emission Standard		EPA Final Tier 4/EU Stage IV	Net Power (ISO 9249)	17.4 kW (23.3 hp) at 2,400 rpm
Powertrain				
Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box				
Maximum Travel Speed		Low: 2.8 km/h (1.7 mph) / High: 4.3 km/h (2.7 mph)		
Hydraulics				
Open center with 2 variable-displacement pumps and 1 fixed-gear pump			Auxiliary Flow	61.2 L/m (16.2 gpm)
Pump Flow			Controls	2 hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, travel, and auxiliary functions
Piston			2 x 38.4 L/m (2 x 10.1 gpm)	
Gear			22.8 L/m (6.0 gpm)	
Electrical				
Alternator Rating		55 amp		
Work Lights		2 halogen: 1 mounted on operator's station and 1 mounted on boom		
Undercarriage				
Track, Rubber		300 mm (12 in.)		
Ground Pressure		1315-mm (4 ft. 4 in.) Standard Arm and Standard Counterweight		
		With Canopy	With Cab	1715-mm (5 ft. 8 in.) Long Arm and Extra Counterweight
With Rubber Track		32.0 kPa (4.6 psi)	33.0 kPa (4.8 psi)	33.7 kPa (4.9 psi)
			With Canopy	With Cab
			33.7 kPa (4.9 psi)	35.2 kPa (5.1 psi)
Upperstructure				
Swing Speed		9.0 rpm		
Independent Swing Boom		Canopy	Cab	
Left		72 deg.	62 deg.	
Right		62 deg.	62 deg.	
Swing Brake		Spring applied, hydraulically released, automatic, disc type		
Serviceability				
Refill Capacities			Refill Capacities (continued)	
Fuel Tank			Engine Oil With Filter	7.2 L (7.6 qt.)
Cooling System			Hydraulic Tank	32 L (8.5 gal.)
Operating Weights				
		1315-mm (4 ft. 4 in.) Standard Arm and Standard Counterweight		1715-mm (5 ft. 8 in.) Long Arm and Extra Counterweight
		With Canopy	With Cab	With Canopy
With Full Fuel Tank and 79-kg (175 lb.) Operator		3520 kg (7,760 lb.)	3690 kg (8,135 lb.)	3783 kg (8,340 lb.)
Optional Angle Blade		296 kg (653 lb.)	296 kg (653 lb.)	296 kg (653 lb.)
Counterweight				
Standard		540 kg (1,190 lb.)	540 kg (1,190 lb.)	540 kg (1,190 lb.)
Additional		240 kg (529 lb.)	240 kg (529 lb.)	240 kg (529 lb.)
Operating Dimensions				
		1315-mm (4 ft. 4 in.)	1315-mm (4 ft. 4 in.)	1715-mm (5 ft. 8 in.)
		Standard Arm and Canopy	Standard Arm and Cab	Long Arm and Canopy
A Maximum Cutting Height		4.87 m (16 ft. 0 in.)	4.70 m (15 ft. 5 in.)	4.95 m (16 ft. 3 in.)
B Maximum Dumping Height		3.46 m (11 ft. 4 in.)	3.31 m (10 ft. 10 in.)	3.57 m (11 ft. 9 in.)
C Maximum Digging Depth		3.06 m (10 ft. 0 in.)	3.06 m (10 ft. 0 in.)	3.46 m (11 ft. 4 in.)
D Maximum Digging Reach		5.21 m (17 ft. 1 in.)	5.21 m (17 ft. 1 in.)	5.52 m (18 ft. 1 in.)
E Minimum Front Swing Radius		2.08 m (6 ft. 10 in.)	2.24 m (7 ft. 4 in.)	2.19 m (7 ft. 2 in.)
F Transport Length		4.64 m (15 ft. 3 in.)	4.64 m (15 ft. 3 in.)	4.75 m (15 ft. 7 in.)
Digging Force (ISO)				
Arm		19.0 kN (4,277 lb.)	19.0 kN (4,277 lb.)	16.9 kN (3,792 lb.)
Bucket		27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)



35 P-TIER COMPACT EXCAVATOR SPECIFICATIONS

35

P

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Machine Dimensions (see line art at bottom right of page 6)		35 P-TIER						
G Upperstructure Width	1.55 m (5 ft. 1 in.)	M Engine Cover Height	1.53 m (5 ft. 0 in.)					
H Overall Height		N Maximum Blade Lift Above Ground	360 mm (14.2 in.)					
Canopy	2.48 m (8 ft. 2 in.)	O Maximum Blade Drop Below Ground	400 mm (15.7 in.)					
Cab	2.48 m (8 ft. 2 in.)	Blade						
I Track Width	300 mm (12 in.)	Width	1.74 m (5 ft. 9 in.)					
J Undercarriage Width	1.74 m (5 ft. 9 in.)	Height	373 mm (14.7 in.)					
K Ground Clearance	280 mm (11 in.)	P Sprocket Center to Idler Center	1.66 m (5 ft. 5 in.)					
L Tail Swing Radius		Q Undercarriage Length	2.11 m (6 ft. 11 in.)					
With Standard Arm	870 mm (34 in.)	R Counterweight Clearance	550 mm (22 in.)					
With Long Arm and Extra Counterweight	980 mm (39 in.)							
Lift Capacities								
Boldface type indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). All lift capacities are based on ISO 10567 (with power boost). Lifting measurement from center of arm to bucket pin; with 400-mm (16 in.) track shoe and blade on ground; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine.								
Ground Level at 3.05-m (10 ft.) Radius	Canopy and Standard Counterweight		Cab and Standard Counterweight		Canopy and Extra Counterweight		Cab and Extra Counterweight	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
	1315-mm (4 ft. 4 in.) Standard Arm	1568 kg (3,453 lb.)	641 kg (1,412 lb.)	1568 kg (3,453 lb.)	684 kg (1,506 lb.)	1568 kg (3,453 lb.)	765 kg (1,686 lb.)	1568 kg (3,453 lb.)
1715-mm (5 ft. 8 in.) Long Arm	1501 kg (3,307 lb.)	630 kg (1,388 lb.)	1501 kg (3,307 lb.)	672 kg (1,481 lb.)	1501 kg (3,307 lb.)	755 kg (1,662 lb.)	1501 kg (3,307 lb.)	797 kg (1,756 lb.)

Additional equipment

Key: ● Standard ▲ Optional or special
See your John Deere dealer for further information.

35 P Engine ● Meets EPA Final Tier 4/EU Stage IV emissions ● Auto shutdown ● Engine coolant to -37 deg. C (-34 deg. F) ● Engine preheater ● Fan guard ● Fuel/water separator ● Full-flow oil filter ● Isolation mounted ● Key start switch with electric fuel shutoff ● Single dry-type air filter Hydraulic System ● Auto-idle ● Auxiliary function right-hand pilot-lever control ● Auxiliary hydraulic lines with quick-couplers to end of boom ● Auxiliary return-flow selector valve ● Axial-piston swing motor ● Boom-swing foot control ● Excavator-to-backhoe control pattern change valve ● Open center with 2 variable-displacement pumps and 1 fixed-gear pump ● Hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, blade, travel, and auxiliary functions ● Wet-disc swing brake Undercarriage ● Planetary final drive ● Propel motor shield ● 2-speed axial-piston propel motors	35 P Undercarriage (continued) ● Rubber track, 300 mm (12 in.) ▲ Steel track, 300 mm (12 in.) with triple semi-grousers ▲ Rubber crawler pad, 300 mm (12 in.) Upperstructure ● 360-deg. rotation ● Counterweight, 540 kg (1,190 lb.) ● Hinged service-access doors ● ROPS/TOPS/FOPS (canopy) ▲ ROPS/TOPS/FOPS (cab) with air conditioning and heater ● Vandal protection for service doors, fuel cap, and toolbox ● Zero-tail-swing configuration Front Attachments ● Arm, 1315 mm (4 ft. 4 in.) ▲ Long arm, 1715 mm (5 ft. 8 in.), includes additional 240-kg (529 lb.) counterweight ● Articulation hose shield ● Backfill blade, 1.74 m (5 ft. 9 in.) ▲ Hydraulic angle backfill blade ● Boom, 2.465 m (8 ft. 1 in.) ● Mechanical quick-coupler ▲ Augers: Planetary / Chain drive / Bits / Bit adapters ▲ Clamp ▲ Hammers: Points / Tools ▲ Quick-coupler buckets: Bucket teeth / Ditching / Heavy-duty Operator's Station ● Horn ● Hour meter	35 P Operator's Station (continued) ● Instrumentation lights ● Mode selectors (illuminated): Power mode (I) / Economy mode (I) ● Monitor system: Preheat indicator / Engine oil pressure indicator with alarm / Alternator voltage indicator / Fuel gauge and low-fuel-level indicator / Engine coolant temperature gauge and engine coolant temperature indicator with alarm / Hour meter / Work lights indicator ● Motion alarm with cancel switch ● Work lights switch ● Propel levers and foldable pedals ● 2 travel speeds with automatic shifting ● Seat belt, 51 mm (2 in.), retractable ▲ Seat belt, 76 mm (3 in.), retractable ● Vinyl seat with fore/aft adjustment ▲ Suspension seat (cloth) ▲ Front screen ▲ Rear secondary exit kit Electrical ● 12-volt accessory outlet ● Alternator, 55 amp ● Low-maintenance battery ● Blade-type multi-fused circuits ● Positive-terminal battery covers ▲ JDLink™ connectivity hardware and John Deere Operations Center™ account Lights ● Work lights: Halogen / 1 mounted on operator's station / 1 mounted on boom
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Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. These machines are not equipped with spark-arrestor mufflers. Usage in forestry applications is not recommended. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a canopy unit with standard arm; 610-mm (24 in.), 0.11-m³ (4.0 cu. ft.) bucket; 300-mm (12 in.) rubber track; and 540-kg (1,190 lb.) counterweight; full fuel tank; and 79-kg (175 lb.) operator.



JOHN DEERE



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.5.
FROM: Cheryl Taylor, Public Works Director, Public Works
SUBJECT: Discuss, consider and act to approve Resolution 25-41 authorizing the execution and submittal by the Town Manager or his designee of an application to the Public Utility Commission to amend Certificates of Convenience and Necessity (CCN) to Change Boundaries for the Water Service Area and Wastewater Service Area within the Town of Westlake, Texas matching the Town Limits.

ATTACHMENTS:

1. Resolution 25-41 CCN Boundary Amendments
2. CCN Agreement - Amend 12986 and 20901
3. CCN Agreement - Amend 12986 Decertify 10101

SUMMARY :

This item allows the Town Manager to submit an application to the Public Utility Commission (PUC) to extend the boundaries for water and wastewater service area to all properties within and up to the Town limits. Currently there is an overlap of Southlake's CCN into the Town of Westlake. The City of Southlake has agreed to retract their CCN boundary and are taking this retraction to their Council for approval this month as well.

BACKGROUND AND DISCUSSION:

A Certificate of Convenience and Necessity (CCN) grants a retail public utility the exclusive right to provide water or wastewater service within a defined geographic area. The current Public Utility Commission (PUC) maps show the Certificates of Convenience and Necessity (CCN) boundary for the Town's water service areas does not extend to the Town limit lines. The City of Southlake's wastewater service area extends into the Town of Westlake. The purpose of this item is to allow the Town Manager or his designee to submit an application to the PUC to amend the water and wastewater bounded service areas to extend to the Town Limit lines and remove Southlake's overlapping bounded service area within the Town of Westlake for wastewater. Westlake is adding water and wastewater service areas and Southlake is decertifying a portion of their existing CCN within the Town of Westlake and allowing Westlake to serve developments with water and wastewater within the Town limits, specifically the future Solana Hills residential development located near Sam School Road.

There is also a water service area within the Town that overlaps with Southlake's CCN that will need to be amended in the future with a separate application to the PUC.

Approval of this item and submittal to the PUC will formalize the Town of Westlake's rights to serve water and wastewater to all new development within the Town Limits.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

Yes

RECOMMENDATION:

Staff recommends approval of Resolution 25-41 authorizing the execution and submittal by the Town Manager or his designee of an application to the Public Utility Commission for the CCN Boundary Changes for Water Service Area and Wastewater Service Area to match the Town Limits.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-41

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE EXECUTION AND SUBMITTAL BY THE TOWN MANAGER OR HIS DESIGNEE OF AN APPLICATION TO THE PUBLIC UTILITY COMMISSION TO AMEND CERTIFICATES OF CONVENIENCE AND NECESSITY TO CHANGE BOUNDARIES FOR THE WATER SERVICE AREA AND WASTEWATER SERVICE AREA WITHIN THE TOWN OF WESTLAKE, TEXAS TO MATCH THE TOWN LIMITS.

WHEREAS, the Town Council of the Town of Westlake recognizes the need to maintain and protect public infrastructure to serve its residents; and,

WHEREAS, the leaders of the Town of Westlake desire to improve quality of life in the town; and,

WHEREAS, the Town Council recognizes that the Town wishes to formalize the Town's rights with the Public Utility Commission to provide water and wastewater services to all developments within the Town limits; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 herein above 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 for the Town of Westlake acknowledges that the Public Utility Commission boundaries for the water service area and wastewater service area for the Town of Westlake, Texas do not currently match the Town limits and need to be amended.

SECTION 3: That the Town Council for the Town of Westlake does hereby authorize the Town Manager or his designee to submit an application to the Public Utility Commission to amend Certificates of Convenience and Necessity to change boundaries for the water service area and wastewater service area within the Town of Westlake, Texas to match the Town limits.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this Resolution shall become 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

**PUBLIC UTILITY COMMISSION REQUIRED CCN BOUNDARY CHANGE
DESCRIPTION**

**Town of Westlake
Addition of Water and Sewer Service Areas
CCN No. 12986 (Water), 20901 (Sewer)**

**Application of the Town of Westlake to Amend Certificates of Convenience and Necessity in
Tarrant County, Texas**

Pursuant to Texas Water Code §13.248, the Town of Westlake ("Westlake"), holder of Certificates of Convenience and Necessity (CCN) No. 12986 and 20901, hereby files this Boundary Description for the water service territory that was added to Westlake's CCN No. 12986 and sewer service territory that was added to Westlake's CCN No. 20901 by the Public Utility Commission of Texas (PUC).

The area added to Westlake's water CCN No. 12986 is approximately 424.6 acres and the area added to Westlake's sewer CCN No. 20901 is approximately 502.9 acres, which property is more particularly described as Lot 1R-1, Block 2, Minor Plat of Lots 1R-1, 3 & 4, Block 2 of Westlake/Southlake Park Addition No. 1, according to the Map recorded in Instrument No. D216001903, Plat Records, Tarrant County, Texas.

In accordance with Texas Water Code §13.248, attached hereto is a copy of the PUC maps amending CCN No. 12986 and CCN No. 20901.

This Boundary Description is being filed on behalf of Westlake to comply with Texas Water Code §13.248 and PUC's associated rules.

TOWN OF WESTLAKE

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

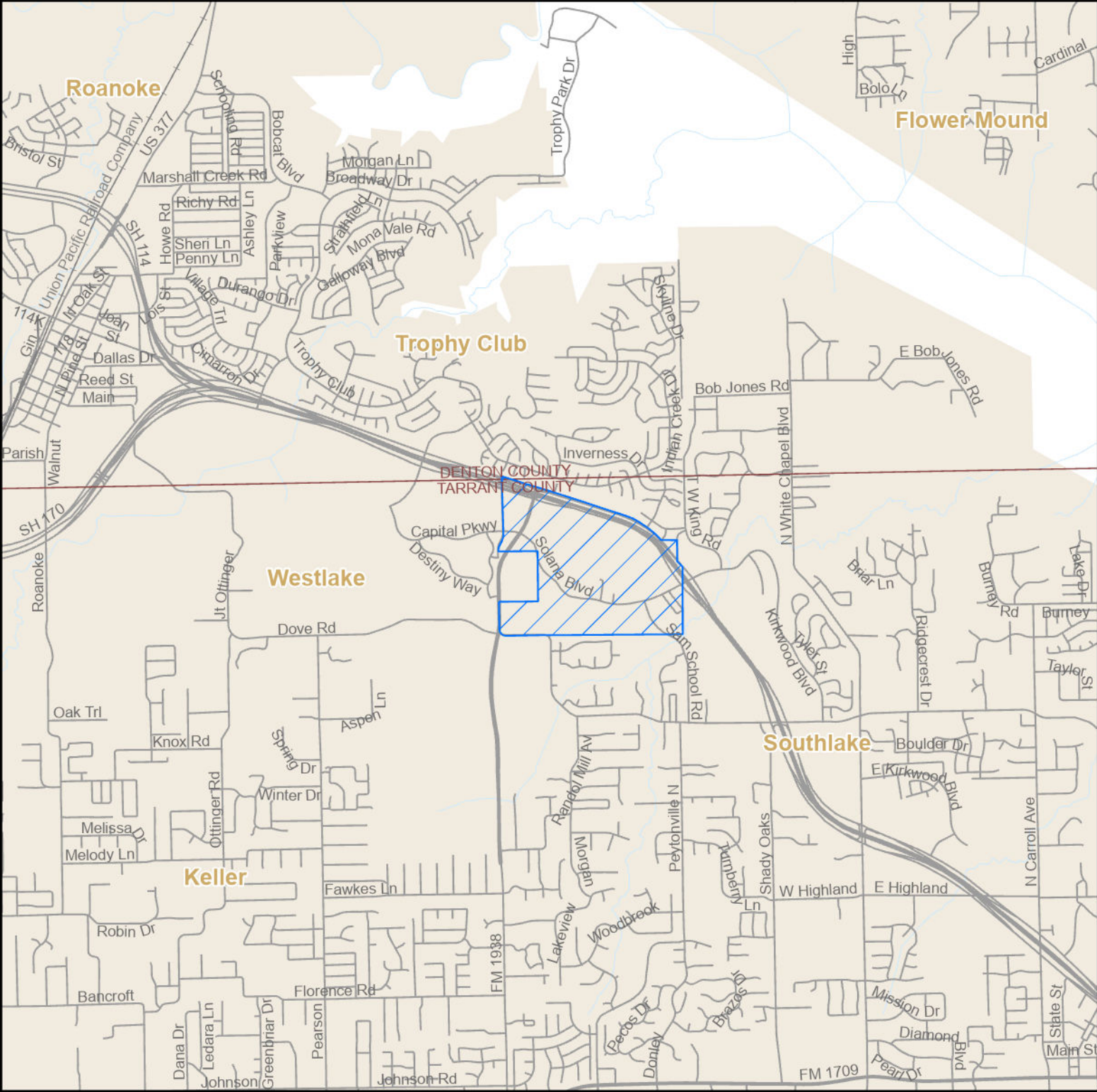
STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Cheryl Taylor, Director of Public Works of the Town of Westlake, on behalf of said municipality.

Notary Public, State of Texas

[SEAL]

Amend Town of Westlake (CCN No. 12986) in Tarrant County

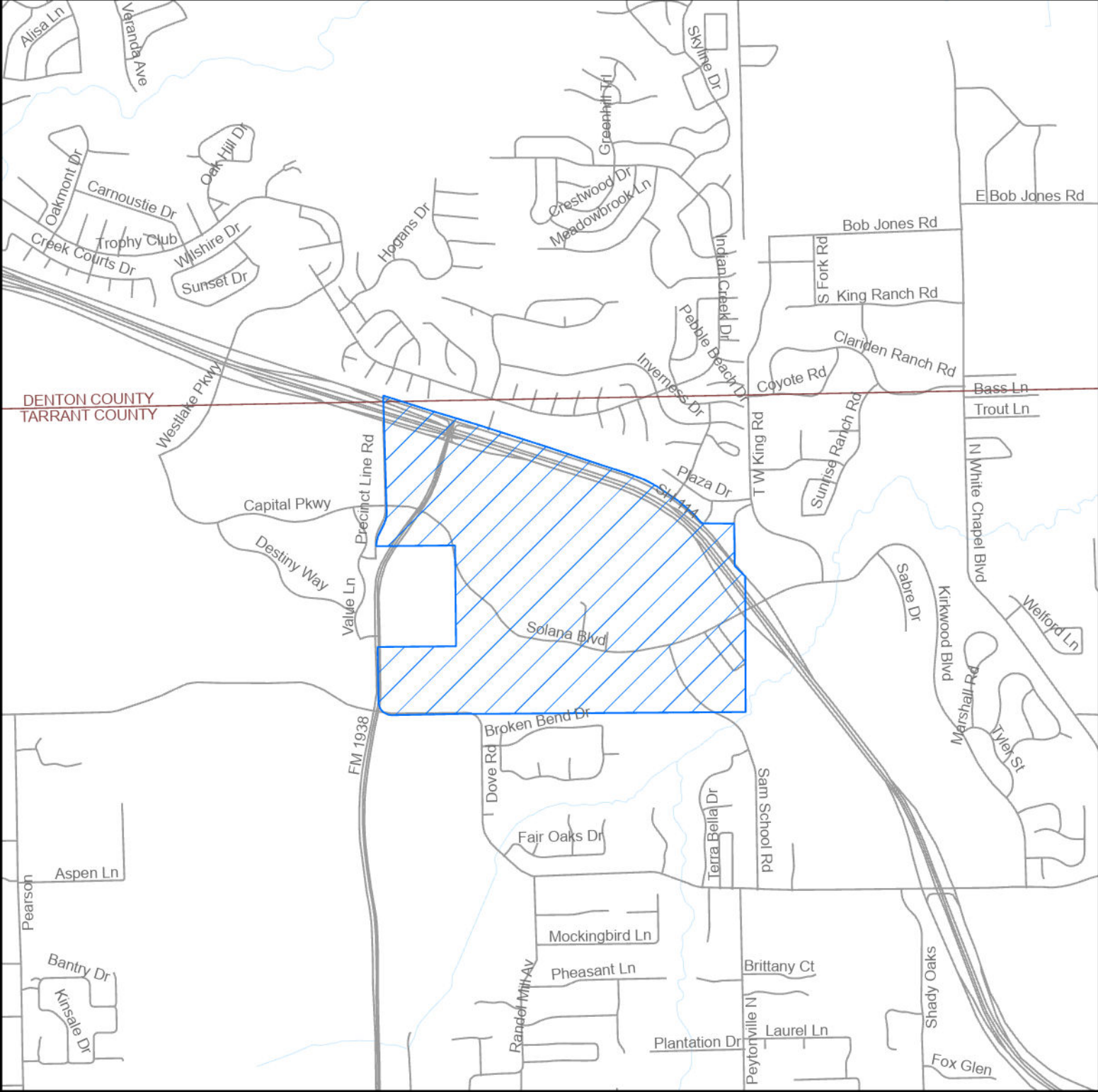


General Location Map

Legend

 Requested Area to Amend (Add)
to CCN No. 12986

Amend Town of Westlake (CCN No. 12986) in Tarrant County

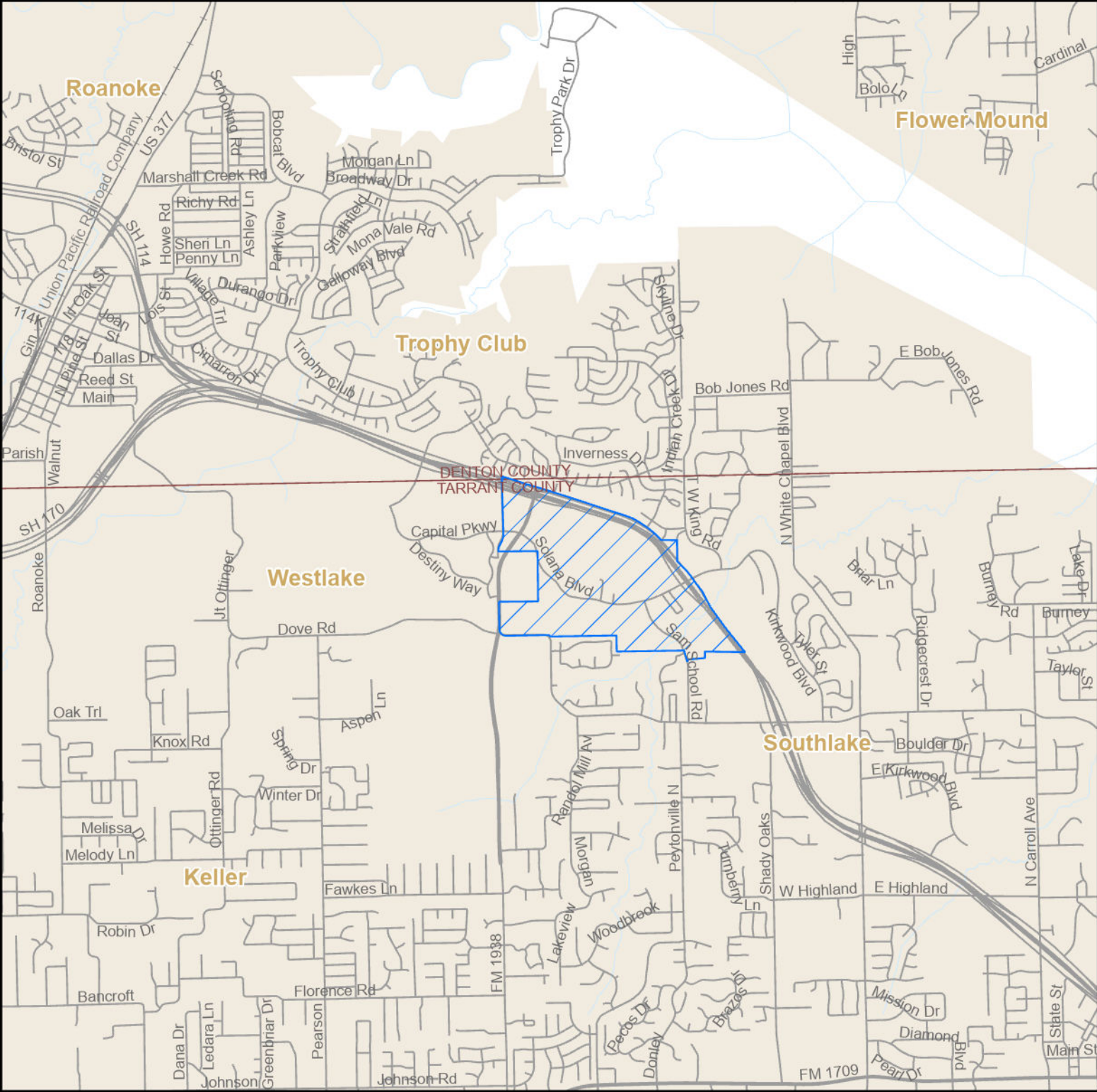


Detailed Map

Legend

 Requested Area to Amend (Add)
to CCN No. 12986

Amend Town of Westlake (CCN No. 20901) in Tarrant County

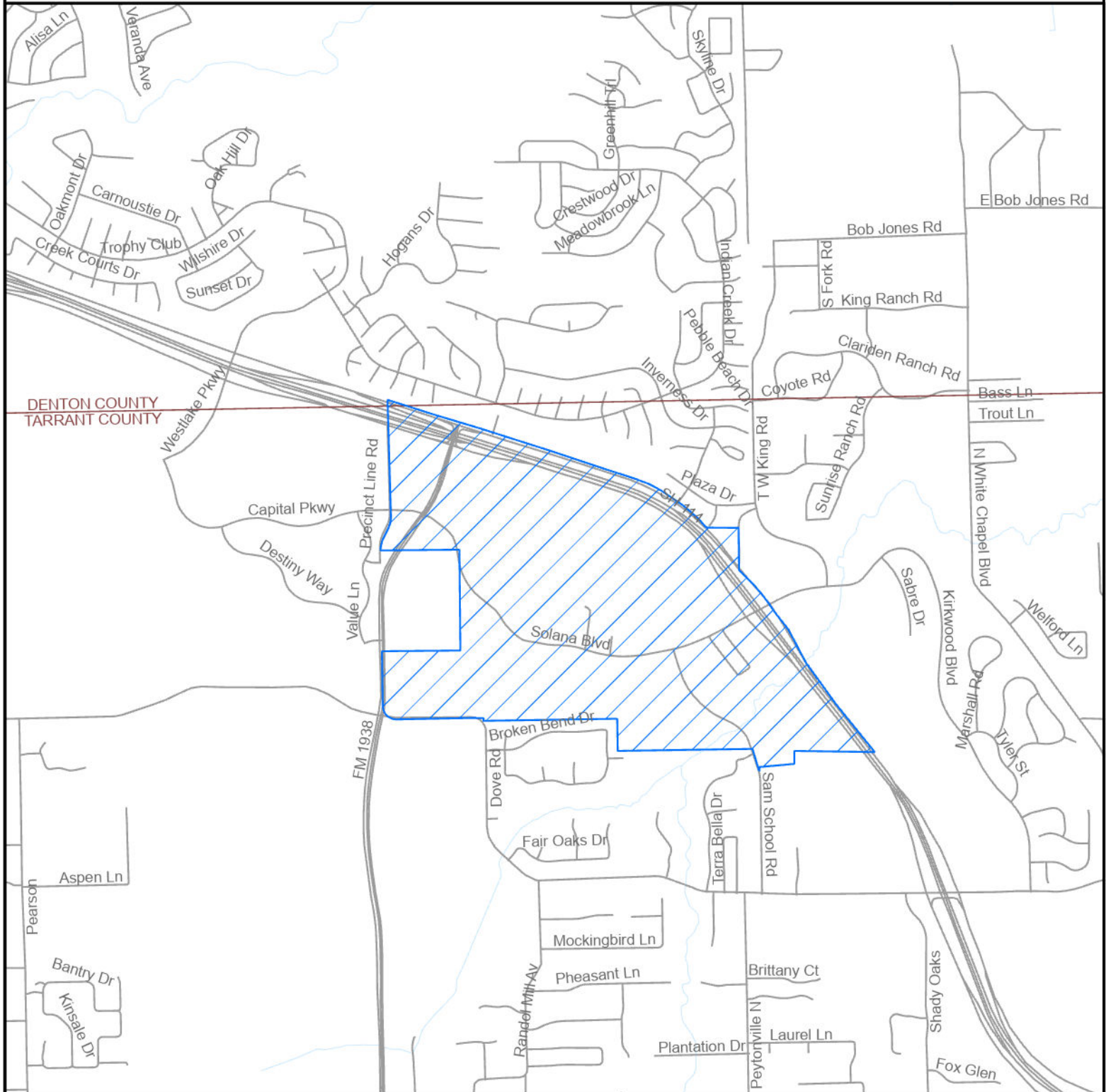


General Location Map

Legend

 Requested Area to Amend (Add)
to CCN No. 20901

Amend Town of Westlake (CCN No. 20901) in Tarrant County



Detailed Map

Legend

 Requested Area to Amend (Add)
to CCN No. 20901

**PUBLIC UTILITY COMMISSION REQUIRED CCN BOUNDARY CHANGE
DESCRIPTION**

**Town of Westlake
Addition of Water Service Area
CCN No. 12986 (Water)**

**Application of the Town of Westlake to Amend Certificates of Convenience and Necessity in
Tarrant County, Texas**

Pursuant to Texas Water Code §13.248, the Town of Westlake ("Westlake"), holder of Certificates of Convenience and Necessity (CCN) No. 12986, hereby files this Boundary Description for the water service territory that was added to Westlake's CCN No. 12986 by the Public Utility Commission of Texas (PUC).

The area added to Westlake's water CCN No. 12986 is approximately 78.3 acres, which property is more particularly described as Lot 1R-1, Block 2, Minor Plat of Lots 1R-1, 3 & 4, Block 2 of Westlake/Southlake Park Addition No. 1, according to the Map recorded in Instrument No. D216001903, Plat Records, Tarrant County, Texas.

In accordance with Texas Water Code §13.248, attached hereto is a copy of the PUC maps amending CCN No. 12986.

This Boundary Description is being filed on behalf of Westlake to comply with Texas Water Code §13.248 and PUC's associated rules.

TOWN OF WESTLAKE

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the __ day of _____, 2025, by Cheryl Taylor, Director of Public Works of the Town of Westlake, on behalf of said municipality.

Notary Public, State of Texas

[SEAL]

**PUBLIC UTILITY COMMISSION REQUIRED CCN BOUNDARY CHANGE
DESCRIPTION**

**City of Southlake
Removal of Water Service Area
CCN No. 10101 (Water)**

**Application of the City of Southlake to Decertify a Portion of Certificates of Convenience
and Necessity in Tarrant County, Texas**

Pursuant to Texas Water Code §13.248, the City of Southlake ("Southlake"), holder of Certificate of Convenience and Necessity (CCN) No. 10101, hereby files this Boundary Description for the water service territory that was removed from Southlake's CCN No. 10101 by the Public Utility Commission of Texas (PUC).

The area removed from Southlake's water CCN No. 10101 is approximately 78.3 acres, which property is more particularly described as Lot 1R-1, Block 2, Minor Plat of Lots 1R-1, 3 & 4, Block 2 of Westlake/Southlake Park Addition No. 1, according to the Map recorded in Instrument No. D216001903, Plat Records, Tarrant County, Texas.

In accordance with Texas Water Code §13.248, attached hereto is a copy of the PUC maps amending CCN No. 10101.

This Boundary Description is being filed on behalf of Southlake to comply with Texas Water Code §13.248 and PUC's associated rules.

CITY OF SOUTHLAKE

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

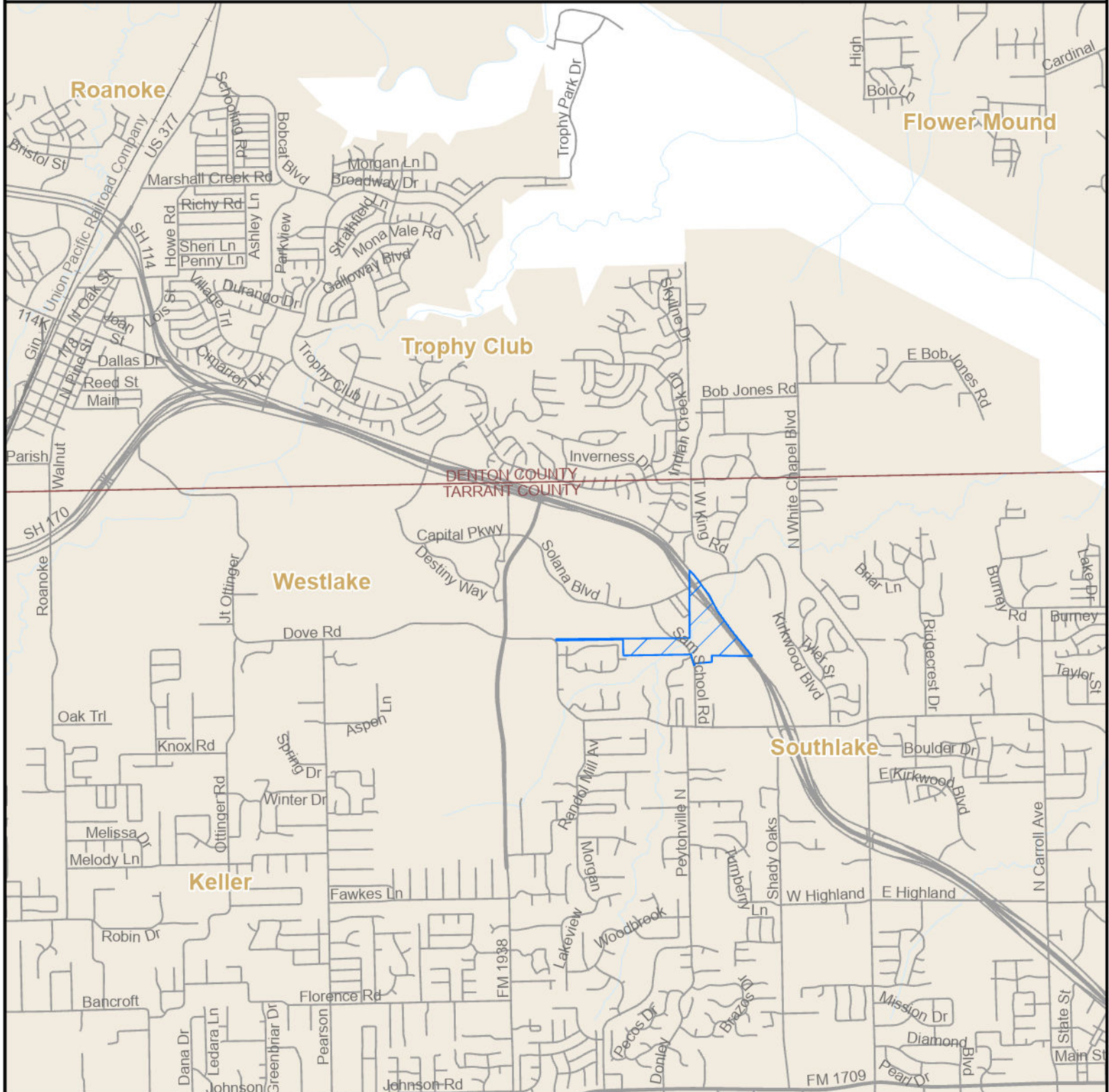
STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Lauren LaNeave, Interim Director of Public Works of the City of Southlake, on behalf of said municipality.

Notary Public, State of Texas

[SEAL]

Amend Town of Westlake (CCN No. 12986) and Decertify a Portion of City of Southlake (CCN No. 10101) in Tarrant County



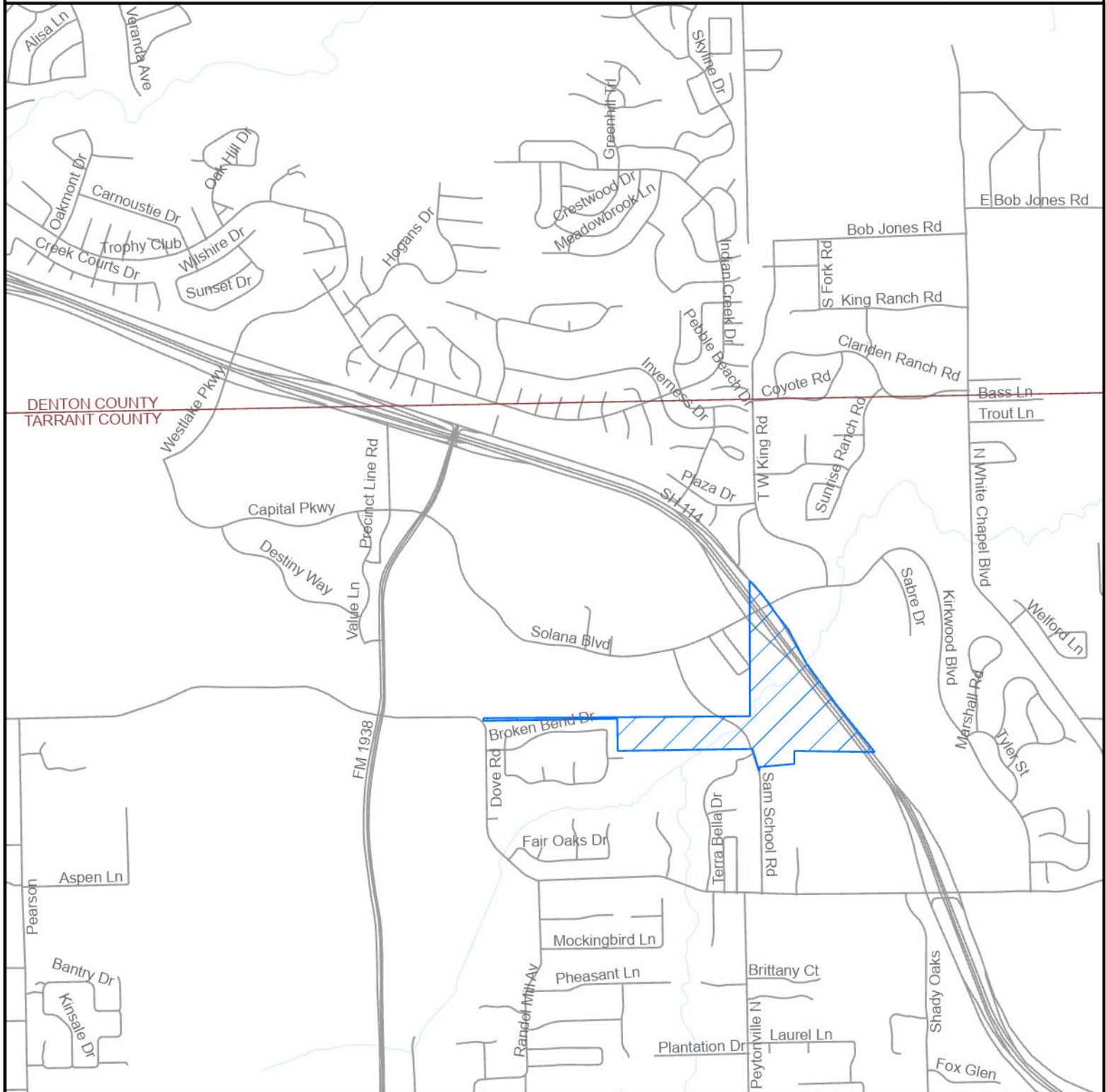
General Location Map

Legend



Requested Area to Decertify
to CCN No. 10101

Amend Town of Westlake (CCN No. 12986) and Decertify a Portion of City of Southlake (CCN No. 10101) in Tarrant County



Detailed Map

Legend



Requested Area to Decertify
to CCN No. 10101



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.6.
FROM: John Ard, Fire Chief, Planning and Dev
SUBJECT: Discuss, consider, and act to approve Resolution 25-44 ratifying the approval by the Town Manager to purchase one new ambulance from Frazer, Sterling McCall Ford/Frazer Ltd. through HGAC (Houston-Galveston Area Council) Cooperative Purchasing Program for an amount not to exceed \$400,000.00; and authorizing expenditure for completion of said acquisition.

ATTACHMENTS:

1. Resolution 25-44 Ratifying Purchase of Ambulance
2. Exhibit A Frazer Ambulance Quote
3. Frazer Ambulance Purchase Agreement

SUMMARY :

The Town of Westlake Fire-EMS Department seeks to replace its 2012 ambulance with a new unit to ensure reliable advanced life support, maintain best-practice replacement standards, and meet the growing community's emergency medical needs.

BACKGROUND AND DISCUSSION:

The ratification of the ambulance purchase is necessary to secure the Town's place in the production queue. Lead times for new ambulances currently range from 16 to 20 months. Placing the order as soon as possible allows us to get ahead of the large volume of orders typically submitted following annual budget approvals and avoids potential price increases.

The Town of Westlake Fire-EMS Department provides the highest licensed level of pre-hospital emergency medical care and relies on two ambulances to meet community needs. Following best practices, ambulances serve **seven years frontline** and **seven years reserve** before replacement. The new purchase will replace the department's **2012 ambulance**, which has reached the end of its service life and is no longer cost-effective or reliable to operate. A new unit will ensure safe, dependable operations, support advanced life support capabilities, and provide a reserve vehicle for continuity of service. With Westlake's continued growth and increasing call volume, timely replacement is essential to maintain service quality, operational efficiency, and community safety.

FISCAL IMPACT:

The purchase is included in the approved budget and will not exceed the allocated \$400,000.00.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Staff recommends approval of Resolution 25-44 ratifying the expenditure of funds for the purchase of an ambulance from Frazer as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-44

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, RATIFYING THE APPROVAL BY THE TOWN MANAGER TO PURCHASE ONE NEW AMBULANCE FROM FRAZER, STERLING McCALL FORD/FRAZER LTD THROUGH HGAC (HOUSTON-GALVESTON AREA COUNCIL) COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$400,000.00; AND AUTHORIZING EXPENDITURE FOR COMPLETION OF SAID ACQUISITION.

WHEREAS, the Town of Westlake commenced the operation of the Town of Westlake-EMS Fire Department during May 2002; and

WHEREAS, based on the scope of services provided and the geographic limits of the Town of Westlake service area, the Town of Westlake Fire-EMS Department must maintain emergency response vehicles and all associated equipment to provide said services, and

WHEREAS, the Town Council finds and concludes that maintaining reliable emergency response vehicles is necessary to protect and preserve the public health, safety, and property of the Town limits; and

WHEREAS, by entering into an agreement with Frazer, Sterling McCall Ford/Frazer LTD through HGAC, a cooperative purchasing program, the formal bid process requirements are satisfied; and

WHEREAS, the Town Council finds that the passage of this Resolution 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 of Westlake, Texas, does hereby approve the proposed quote from Frazer, Sterling McCall Ford/Frazer LTD, attached as *Exhibit "A"*.

SECTION 3: That the Town Manager, or designee, is authorized and directed to enter into an agreement for the acquisition of an ambulance, and all associated equipment, in an amount not to exceed \$400,000.00. Any actions previously taken by the Town Manager in the undertaking of this project are hereby ratified and approved.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this resolution shall become 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

Customer Quote

EXHIBIT "A"



9/24/2025 11:40:33 AM

Estimate No: Q4989-0001
Quote Date: 9/24/2025
Expiration Date: 12/31/2025
Salesperson: LL
Payment Terms: Net 30

Invoice To: 11028
Town of Westlake Fire / EMS Department
Town of Westlake
2000 W Dove Rd
Westlake TX 76262
US

Deliver To:
Town of Westlake Fire / EMS Department
Town of Westlake
2000 W Dove Rd
Westlake TX 76262
US

Order Instructions:

TERMS:
The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.
All ownership documentation—including the Manufacturer’s Statement of Origin (MSO), Buyer’s Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won’t delay you from inspecting or taking delivery—but you won’t receive the paperwork until payment is complete.
A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	\$	281,825.00	\$	281,825.00
2	CHASSIS 2026 Ford F-550 Diesel 4x4	1.00	EA	\$	89,250.00	\$	89,250.00
This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.							
3	DELIVERY Customer Pick Up - FOB Houston	1.00	M	\$	0.00	\$	0.00
Customer must pick up in Houston at Frazer or additional delivery charges will apply							
4	HGAC-NEW Contract No. AM10-23	1.00	EA	\$	1,000.00	\$	1,000.00
6	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



9/24/2025 11:40:33 AM

Estimate No: Q4989-0001
Quote Date: 9/24/2025
Expiration Date: 12/31/2025
Salesperson: LL
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
7	CONTINGENCY	1.00	EA	\$	10,000.00	\$	10,000.00
	Customer Contingency Fund						

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount: 382,075.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 382,075.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all pricing has been itemized below per quote Q4989-0001 for Town of Westlake Fire / EMS Department

Base Module	\$ 173,425.00
Chassis Exterior	\$ 39,750.00
Module Exterior	\$ 40,025.00
Chassis Interior	\$ 2,325.00
Module Interior	\$ 26,300.00
Total \$	281,825.00

Items included in above totals:

1. Pricing Model Year: 2025.5 \$
2. Type I - Truck Front End with Modular Body 14' Module - Side Entry Door Forward of Front I/O Configuration \$ 7,075.00
3. This is a CAAS GVS v4.0 Unit \$ incl

Chassis Exterior:

4. Heat Shielding for Diesel Chassis \$ 2,350.00
5. 2 Chassis Keys Provided \$ incl
6. Chassis Paint Layout: Paint All Two Tone - Black and Red (FLNA 3626) \$ 8,575.00
7. Chassis : 2026 Ford F-550, Diesel, 4x4, Regular Cab, 108" Cab to Axle, Z1 - Oxford White \$ incl
8. Suspension: LiquidSpring \$ 17,825.00
9. Camera System: Voyager 7" Monitor with Back-Up Camera \$ 2,525.00
10. Voyager Monitor at Standard Rear View Mirror Location \$ incl
11. Black Back-up Camera \$ incl
12. Wheel type: Black Powder Coated Aluminum Wheels \$ 2,800.00
13. Road Force Elite tire and wheel balancing \$ incl
14. Chassis Steps: Luverne Running Boards \$ 1,575.00
15. Grille Guard: Grille Guard with Wraparounds \$ incl
16. 10" and 12" Air Horns \$ 1,675.00
17. Compressor Type: Standard \$ 1,000.00
18. Air Horn Switching Options: Momentary \$ 175.00
19. Ceramic Window Tint on Chassis Doors \$ 550.00
20. Passenger's side Grille Light: Whelen M4 Clear/Red Light \$ 175.00
21. Driver's side Grille Light: Whelen M4 Red/Clear Light \$ 175.00
22. Passenger's side Intersect Light: Whelen M4 Red/Clear Light \$ 175.00



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23. Driver's side Intersect Light: Whelen M4 Clear/Red Light	\$	175.00
Chassis Exterior Subtotal	\$	39,750.00
Module Exterior:		
24. Power Source: Onan 5.5kW Generator	\$	14,475.00
25. Non-Locking Gas Cap	\$	incl
26. LizardSkin Thermal Coating on Module Roof - Roof Will be White	\$	incl
27. Module Paint Layout: Two Tone - Red (FLNA 3626) and Frazer Black (FLNA 4123)	\$	5,400.00
28. Anti-Corrosion/Weatherproof Package	\$	incl
29. Treadbrite Option: Black-Out Package, with all diamond plating (treadbrite) powder-coated black and rear bumper coated with black bedliner	\$	2,200.00
30. No Design Package	\$	incl
31. Frazer Provided Tier 2 - Standard Graphics	\$	6,500.00
32. Solid Color Conspicuity Squares on Entry Doors	\$	525.00
33. Conspicuity Strips with Chevrons on Compartment Doors	\$	450.00
34. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
35. Dri-Deck in Applicable Exterior Compartments	\$	450.00
36. GTT Opticom (Infrared)	\$	2,850.00
37. Opticom Switching: On with Primary and Cut-off with park	\$	incl
38. Shore Power: Single 30 Amp on Front Wall	\$	incl
39. Pigtail/Plug Option: Pigtail	\$	incl
40. Install Ignition Kill Switch	\$	450.00
41. Coax 1: Run coax from location 1 to Chassis	\$	incl
42. Coax 2: Run coax from location 2 to Chassis	\$	incl
43. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
44. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
45. Front Wall Light Layout: M Pattern Light	\$	incl
46. Front Wall Light #1: Whelen M6 Clear Light	\$	incl
47. Front Wall Light #2: Whelen M6 Red Light	\$	incl
48. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
49. Front Wall Light #4: Whelen M6 Red Light	\$	incl
50. Front Wall Light #5: Whelen M6 Clear Light	\$	incl
51. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	225.00
52. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	225.00

53. Driver Wall Front Box Light: Whelen M9 Red Light	\$	225.00
54. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	225.00
55. Driver Wheel Well Light: Whelen M6 Clear/Red Light	\$	175.00
56. Side Scene Lights: Spectra SPA900	\$	incl
57. O2 Compartment Style: 76" O2 Standup	\$	incl
58. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
59. Intermediate Compartment Style: Intermediate Storage with Flatbars for SCBA Brackets	\$	375.00
60. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	825.00
61. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	375.00
62. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
63. Dometic Self-Contained A/C: Includes Exhaust Fan, Air Deflectors and Supplemental Condenser Fan	\$	incl
64. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	375.00
65. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	825.00
66. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	375.00
67. *Note to Engineering: SCBA to be installed in forward corner in Intermediate and D/S Rear compartments	\$	incl
68. Module Window Option: Sliding Window	\$	incl
69. Ceramic Window Tint on Rear and Side Entry Doors	\$	550.00
70. Upper Rear Wall Light Layout: 3 Across	\$	incl
71. Upper Light #1: Whelen M6 Load Light	\$	incl
72. Upper Light #2: Whelen M6 Amber Light	\$	incl
73. Upper Light #3: Whelen M6 Load Light	\$	incl
74. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	\$	incl
75. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	\$	incl
76. Lower Light #3: Whelen M6 Amber Light	\$	incl
77. Lower Light #4: Whelen M6 Amber Light	\$	incl
78. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	225.00
79. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	225.00
80. Rear Backboard Options: 5" Compartment Shelf	\$	375.00
81. Lower BTTs: 2 Grote Lights on each side	\$	incl



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82. Rear Bumper	\$	incl
83. Door Grabbers	\$	incl
84. License Plate Light	\$	incl
85. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	225.00
86. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	225.00
87. Passenger Wheel Well Light: Whelen M6 Red/Clear Light	\$	175.00
88. Passenger Scene Light Activated with Side Entry Door	\$	500.00
89. Interior Step Option: Double Step Well	\$	incl
90. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
Module Exterior Subtotal		\$ 40,025.00
Chassis Interior:		
91. Siren Speakers: Whelen SA 315 Speakers	\$	incl
92. Tap-2 on Primary Siren	\$	incl
93. Siren Option: Whelen C9 Siren in Console	\$	incl
94. Mic 1 on passenger's side slot 1	\$	incl
95. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
96. Slot 1: Double Slot Switch Panel	\$	incl
97. Slot 2: Joined with 1	\$	incl
98. Slot 3: Siren 1	\$	incl
99. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	\$	incl
100. Console Switch Layout : Primary - Secondary - Blank - Blank - Blank - Blank - Air Horn - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
101. New Armrest	\$	375.00
102. Console Layout: 4-Slot Console	\$	incl
103. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	1,050.00
104. Rear of Console: Single Mapholder with Cup Holder	\$	525.00
105. Chassis Rear Wall: 3 High Glove Box Holder	\$	375.00
Chassis Interior Subtotal		\$ 2,325.00
Module Interior:		
106. Protek Cushions	\$	incl
107. Gunmetal Grey Interior	\$	incl
108. Stainless Steel Countertops	\$	incl
109. Yellow Grab Rails	\$	375.00



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110. Stacked Cabinet with Medvault Opening	\$	1,925.00
111. Medvault w/ Wifi	\$	4,175.00
112. (2) Glove Box Holders on the Front Wall	\$	525.00
113. Location 1: 8 Switch panel	\$	incl
114. Location 2: Double O2 Outlet	\$	incl
115. Location 3: Electric O2 panel with monitor	\$	2,650.00
116. Location 4: Dual USB receptacles	\$	375.00
117. Location 6: Thermostat	\$	incl
118. Location 7: Blank	\$	incl
119. Location 8: Quad 120 VAC	\$	incl
120. Location 9: Suction	\$	incl
121. Genset Start/Stop Switch at Action Wall	\$	incl
122. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Module Heater - Hi/Low; Start/Stop Genset; Blank; Blank;	\$	incl
123. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	2,525.00
124. Sharps Container at Action Wall	\$	incl
125. New Action Wall Acrylic Holder	\$	incl
126. Double CPR Seat	\$	incl
127. New 6pt Harness at the CPR Seat	\$	825.00
128. Cabinet Aft CPR Seat	\$	1,425.00
129. Genset Start/Stop Switch at Rear Doors	\$	incl
130. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
131. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
132. Harness Type for Seat Position 1: New 6pt Harness	\$	825.00
133. Harness Type for Seat Position 3: New 6pt Harness	\$	825.00
134. Acrylic Holder and Sharps at Squad Bench	\$	1,275.00
135. Triple Squad Bench Cabinet	\$	1,425.00
136. Trashcan With Lid at the Head of the Squad Bench	\$	incl
137. O2 Outlet Above the Front I/O	\$	incl
138. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
139. Duplex Outlet Above the Front I/O	\$	incl
140. Single O2 Outlet in Ceiling Raceway	\$	525.00
141. IV Hanger on Ceiling Raceway	\$	incl



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142. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	\$	775.00
143. IV Hanger on Squad Bench Ceiling	\$	incl
144. In-Module Camera at the Rear Position	\$	900.00
145. Rear Headknocker Options: No Clocks or Speakers	\$	incl
146. Stryker cot tower only (no antler and bar)	\$	incl
147. Frazer Provided Stryker Floor Track and Power Harness Only (for Power-LOAD) - Gen 2	\$	3,850.00
148. Loncoin II Onyx Floor	\$	incl
149. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,100.00
150. Module Heater : New	\$	incl
Module Interior Subtotal		\$ 26,300.00



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Last edited by lhooker on September 23 2025

Email this quote along with your PO
to Lauren Lambert at llambert@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.



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IMPORT DUTIES AND TARIFF DISCLAIMER: The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____



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LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.



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APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Purchase Agreement

This PURCHASE AGREEMENT made this 24th day of September, 2025 between ("Vendor") Sterling McCall Ford located at 6445 Southwest Freeway Houston, TX 77074 - and Town of Westlake Fire/EMS located at 2000 W Dove Road, Westlake, TX 76262 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Q4989-1 dated 9/24/2025 for the total amount of \$382,075.00 (hereafter "Products"),

Chassis details

- Chassis Make: Ford
- Chassis Model: F-550 4x4 Diesel
- Qty ordered: 1
- Quoted chassis price (each): \$89,250.00

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell and schedule pickup/delivery as described in Q4989-1 dated 9/24/2025 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Q4989-1 dated 9/24/2025.
2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.
3. The Term of this Agreement shall commence on 9/24/2025 and expire 1 year from execution date or upon unit completion and acceptance, whichever is later.
4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Title Information
Enter Exactly as it needs to appear

Owner
Name:
Address:

Lien Holder (If Applicable)
Name:
Address:

Purchase Agreement Signature Page

Town of Westlake Fire/EMS

Sign: _____

Print: _____

Title: _____

Date: _____

Sterling McCall Ford

Sign: _____

Print: _____

Title: _____

Date: _____

Frazer, Ltd.

Sign:  _____

Print: Adam Fischer

Title: Vice President, Sales & Marketing

Date: _____

LIST OF EXHIBITS:

EXHIBIT A: Standard Terms and Conditions

EXHIBIT A

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production

job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

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FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

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LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

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INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.7.
FROM: John Ard, Fire Chief, Fire Dept.
SUBJECT: Discuss, consider, and act to approve Resolution 25-45 approving and authorizing the expenditure of funds for the purchase and upfit of one 2026 Tahoe emergency command vehicle from Lake Country Chevrolet through the TIPS Cooperative Purchasing Program for an amount not to exceed \$85,000.00; and authorizing expenditure for completion of said acquisition.

ATTACHMENTS:

1. Res 25-45 Purchase Fire EMS Command Vehicle
2. Exhibit A Lake Country Quote Command Vehicle

SUMMARY :

The 2026 Tahoe will replace the 2017 command vehicle, ensuring safe, reliable emergency response with reduced breakdown risks and improved technology for coordination.

BACKGROUND AND DISCUSSION:

The 2026 Tahoe will replace the 2017 command vehicle, ensuring safe and reliable emergency response with reduced breakdown risks and improved technology for coordinating emergency responses. Upon approval and placement of the order, the Department is not expected to receive the fully outfitted emergency command vehicle until approximately April or May 2026.

Once replaced, the current command vehicle will remain in service as a reserve unit. Maintaining a reserve command vehicle ensures operational continuity during maintenance or mechanical failures of the frontline unit, supports large-scale or multi-agency incidents requiring additional command posts, and provides flexibility for training, special events, or unexpected surges in demand. Additionally, the vehicle can be utilized by the part-time Fire Inspector for inspections, public education events, and other prevention activities, maximizing departmental resources and enhancing community safety.

FISCAL IMPACT:

Funding for the command vehicle, for \$84,973, will be provided through the approved Fiscal Year 2025–2026 budget.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Staff recommends approval of Resolution 25-45 approving and authorizing the expenditure of funds for the purchase and unfit of one 2026 Tahoe emergency command vehicle as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

TOWN OF WESTLAKE
RESOLUTION NO. 25-45

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND UPFIT OF ONE 2026 TAHOE EMERGENCY COMMAND VEHICLE FROM LAKE COUNTRY CHEVROLET THROUGH TIPS COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$85,000.00; AND AUTHORIZING EXPENDITURE FOR COMPLETION OF SAID ACQUISITION.

WHEREAS, the Town of Westlake commenced the operation of the Town of Westlake-EMS Fire Department during May 2002; and

WHEREAS, based on the scope of services provided and the geographic limits of the Town of Westlake service area, the Town of Westlake Fire-EMS Department must maintain emergency response vehicles and all associated equipment to provide said services, and

WHEREAS, the Town Council finds and concludes that maintaining reliable emergency response vehicles is necessary to protect and preserve the public health, safety, and property of the Town limits; and

WHEREAS, by entering into an agreement with Lake Country Chevrolet through TIPS Cooperative Purchasing Program, the formal bid process requirements are satisfied; and

WHEREAS, the Town Council finds that the passage of this Resolution 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 of Westlake, Texas, does hereby approve the proposed quote from Lake Country Chevrolet, attached as *Exhibit "A"*.

SECTION 3: That the Town Manager or designee, is authorized and directed to enter into an agreement for the acquisition of a command vehicle, and all associated equipment, in an amount not to exceed \$85,000.00.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: 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

EXHIBIT "A"



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: WESTLAKE FIRE

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV

Date: September 23, 2025

A. Bid Item: _____

A. Base Price: \$ 51,909.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	91C 2026 TAHOE PPV 4WD		5T5	VINYL BACK SEAT	\$ -
L84	5.3L V8 W/AUTOMATIC	\$ 6,995.00		SEATS, FRONT 40/20/40 SPLIT BENCH	\$ -
MQC	10 SPEED TRANS	\$ -		SEATS 2ND ROW 60/40 SPLIT-FOLDING	
PQA	SAFTEY PACKAGE	\$ 875.00		REAR PARK ASSIST / REAR CAMERA	
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	\$ -		WHEELS 20"X9" STEEL	
AMF	KEY FOB 4 EXTRA	INC		ASSIST STEPS	
BTV	REMOTE START	INC		BLACK RUBBERIZED VINYL FLOOR	
Total of B. Published Options:					\$ 7,870.00

Published Option Discount (5%) \$ (217.00)

C. Unpublished Options

\$= 40.7 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - VICTORY RED	\$ 695.00
		INTERIOR - JET BLACK CLOTH H1T	
DEFENDER INSTALL 43306	\$ 23,616.00		
		ESTIMATE ONLY ***	
Total of C. Unpublished Options:			\$ 24,311.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 500.00

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 300 miles

\$ 600.00

H. Subtotal:

\$ 84,973.00

I. Quantity Ordered 1 x H =

\$ 84,973.00

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 84,973.00

Date	9/22/2025
Estimate #	43306
Estimate By	Alex Chasteen
	alex@defendersupply.com
	817-996-8499



Bill To
Westlake Fire Department 2900 Dove Rd Westlake, TX 76262

Customer Contact	
Customer Phone	940-205-6125
Customer E-mail	jard@westlaketx.gov

Admin FD Tahoe	We look forward to working with you!	
Description		Qty
Tahoe Upfit		
Defender Supply TAHOE Unmarked Slicktop Base Package		1
- Full Function Tri Color LED Low Profile Visor Light Bar with Full Across Take Down, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/B/W). - Core Controller, SYNC Module, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - 4 Tri Color Super LED Light Heads (R/B/W) Mounted in Grill. Take Down, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted in Rear Side Windows. Alley, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 1 Front Cabin and 2 Hatch Dome Lights. - Contoured Police Console With Dual Cup Holder, Arm Rest, 12V Power Outlets and 2 Magnetic Mic Clips. - Defender Supply Wiring Harnesses and Power Distribution Block. - Includes Installation.		
Defender Supply TAHOE Rear Liftgate Window Traffic Advisor Package		1
- 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ... - 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.		
Defender Supply TAHOE Mirror Lighting - Includes Two Tri Color Super LED Light Heads (R/B/W), Mounted on Front of Mirror with Plastic Shroud firing to the front of the vehicle. Includes Defender Supply Mirror Wire Harness and Installation.		1

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

Date	9/22/2025
Estimate #	43306
Estimate By	Alex Chasteen
	alex@defendersupply.com
	817-996-8499



Bill To
Westlake Fire Department 2900 Dove Rd Westlake, TX 76262

Customer Contact	
Customer Phone	940-205-6125
Customer E-mail	jard@westlaketx.gov

Admin FD Tahoe	We look forward to working with you!	
Description		Qty
Defender Supply TAHOE Running Board Light Stick Package - Includes Two Tri Color Super LED Light Sticks (R/B/W), 1 on Each Running Board and an expansion module. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1
SPECIFY FOR SPECIAL COLORS		
DSP-TAH-CARGOBARRIER - Defender Supply TAHOE Cargo Barrier with Mesh Window. Includes Shipping Installation.		1
Defender Supply custom installation for the following:		1
Command Storage Rear Console		
Part: PP-TAH-CMD-3 & PP-RADIO BOX-2		
Quantity: 1 & 1		
Placement: Rear Cargo Area		
DSP-CSP-RADIO2PC - Installation of Customer Supplied 2 Piece Radio and 1 Antenna. (Additional Antennas and/or GPS are Extra)		2
** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour **		
**** Sales information ****		
What brand? -		
How many antennas are we installing (includes used and new)? -		
Is there a wireless mic? -		
Professional cleaning, detailing, make-ready and document preparation by Defender Supply.		1
Texas Government or Municipality - No Sales Tax		

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

\$23,616.00*

*included in quote from
Lake Country
Chevrolet

Signature _____



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.8.
FROM: John Ard, Fire Chief, Fire Dept.
SUBJECT: Discuss, consider, and act regarding Resolution 25-46 to ratify the purchase of one cardiac monitor/defibrillator (LifePak 35) from Stryker through the Sourcewell Purchasing Cooperative Agreement for an amount not to exceed \$75,000.00.

ATTACHMENTS:

1. Resolution 25-46 Ratifying Purchase of Cardiac Monitor Defibrillator
2. Exhibit A Stryker Quote Cardiac Monitor

SUMMARY :

The Fire/EMS Department must replace its unsupported 2011 LifePak 15 cardiac monitor to maintain TxDSHS MICU licensure and ensure reliable delivery of Advanced Life Support (ALS) emergency medical care.

BACKGROUND AND DISCUSSION:

The ratification of the cardiac monitor/defibrillator (LifePak 35) purchase is necessary to avoid the scheduled price increase effective October 15, 2025. Additionally, placing the order at this time will expedite delivery and ensure the department receives this critical life-saving equipment as soon as possible.

The department's 2011 LifePak 15 cardiac monitor/defibrillator has reached end-of-life and is no longer supported by the manufacturer. As EMS is a core service, this equipment is essential for delivering Advanced Life Support (ALS) critical care to sick and injured patients. Additionally, a current cardiac monitor is required to maintain the department's Mobile Intensive Care Unit (MICU) license through the Texas Department of State Health Services (TxDSHS). Replacing this unit is critical to ensure reliability, compliance, and the continued delivery of high-quality emergency medical care.

FISCAL IMPACT:

This purchase is in the approved budget and will not exceed the allocated \$75,000.00.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Staff recommends approval of Resolution 25-46 ratifying the purchase of a LifePak 35 from Stryker in an amount not to exceed \$75,000.00.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-46

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, RATIFYING THE APPROVAL BY THE TOWN MANAGER TO PURCHASE ONE NEW CARDIAC MONITOR/DEFIBRILLATOR (LIFEPAK 35) FROM STRYKER THROUGH THE SOURCEWELL PURCHASING COOPERATIVE AGREEMENT FOR AN AMOUNT NOT TO EXCEED \$75,000.00; AND AUTHORIZING EXPENDITURE FOR COMPLETION OF SAID ACQUISITION.

WHEREAS, the Town of Westlake Fire/EMS Department provides core services delivering Advanced Life Support (ALS) critical care to sick and injured patients utilizing a cardiac monitor/defibrillator; and

WHEREAS, the Town of Westlake Fire/EMS Department must maintain essential equipment for delivering ALS critical care that is current to maintain the department's Mobile Intensive Care Unit (MICU) license through the Texas Department of State Health Services (TxDSHS); and

WHEREAS, the Town Council finds and concludes that maintaining a reliable and up-to-date cardiac monitor/defibrillator is critical to ensure reliability, compliance, and the continued delivery of high-quality emergency medical care; and

WHEREAS, the Town Manager, acted to replace the Fire/EMS Department's 2011 LifePak 15 cardiac monitor/defibrillator that is at the product's end-of-life and no longer supported by the manufacturer, by entering into an agreement with Stryker to purchase a LifePak 35 cardiac monitor/defibrillator, and avoided a scheduled price increase effective October 15, 2025; and

WHEREAS, by entering into an agreement with Stryker through the Sourcewell Purchasing Cooperative Program, the formal bid process requirements are satisfied; and

WHEREAS, the Town Council finds that the passage of this Resolution 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 of Westlake, Texas, does hereby approve the proposed quote from Stryker, attached as *Exhibit "A"*.

SECTION 3: That the Town Manager, or designee, is authorized and directed to enter into an agreement for the acquisition of one cardiac monitor/defibrillator (LifePak 35), in an amount not to exceed \$75,000.00. Any actions previously taken by the Town Manager for the acquisition and purchase of this equipment are hereby ratified and approved.

SECTION 4: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this resolution shall become 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



WestLake LP35

Quote Number:10946832

Version:1

Prepared For:WESTLAKE FIRE EMS DEPT

Attn:

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:Heidi McGregor

Email:heidi.mcgregor@stryker.com

Phone Number:

Quote Date:09/22/2025

Expiration Date:10/14/2025

Contract Start:10/14/2025

Contract End:10/13/2031

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	WESTLAKE FIRE EMS DEPT	Name:	WESTLAKE FIRE EMS DEPT	Name:	WESTLAKE FIRE EMS DEPT
Account #:	20117058	Account #:	20117058	Account #:	20117058
Address:	2000 DOVE RD	Address:	2000 DOVE RD	Address:	2000 DOVE RD
	WESTLAKE		WESTLAKE		WESTLAKE
	Texas 76262-5903		Texas 76262-5903		Texas 76262-5903

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	1	\$47,288.00	\$47,288.00
2.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	1	\$920.00	\$920.00
3.0	11140-000102	CHARGER, BATTERY, LP35	1	\$2,760.00	\$2,760.00
4.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	1	\$622.30	\$622.30
5.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	1	\$684.60	\$684.60
6.0	11160-000011	NIBP Cuff-Reusable, Infant	1	\$26.35	\$26.35
7.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$29.75	\$29.75
8.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	\$58.65	\$58.65
9.0	11335-000005	KIT, PRINTER, LP35	1	\$2,760.00	\$2,760.00
10.0	11260-000073	KIT, SHOULDER STRAP, LP35	1	\$69.00	\$69.00
11.0	11335-000008	KIT, STORAGE BAGS, LP35	1	\$552.00	\$552.00
12.0	11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	1	\$110.40	\$110.40
16.0	11140-000131	AC Power Cord (North America, hospital grade)	1	\$99.36	\$99.36
Equipment Total:				\$55,980.41	

Trade In Credit:



WestLake LP35

Quote Number: 10946832

Version: 1

Prepared For: WESTLAKE FIRE EMS DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Heidi McGregor

Email: heidi.mcgregor@stryker.com

Phone Number:

Quote Date: 09/22/2025

Expiration Date: 10/14/2025

Contract Start: 10/14/2025

Contract End: 10/13/2031

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	1	-\$2,500.00	-\$2,500.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
14.1	LIFEPAK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT 06/29/2024 - 06/28/2029 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	1	\$11,030.80	\$11,030.80
ProCare Total:					\$11,030.80

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
15.0	81000001	EMS LIFENET PRO TIER 1	1	\$466.20	\$2,797.20
Data Solutions Total:					\$2,797.20

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$938.79
Grand Total:	\$68,247.20

Prices: In effect for 30 days

Terms: Net 30 Days



WestLake LP35

Quote Number:	10946832	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Heidi McGregor
Prepared For:	WESTLAKE FIRE EMS DEPT	Email:	heidi.mcgregor@stryker.com
Attn:		Phone Number:	

Quote Date: 09/22/2025
Expiration Date: 10/14/2025
Contract Start: 10/14/2025
Contract End: 10/13/2031

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.9.
FROM: Jason Alexander, Deputy Town Manager, Planning and Dev
SUBJECT: Discuss, consider and act to approve Resolution 25-43 approving and authorizing the expenditure of funds for purchasing two Chevrolet Colorado Trucks from the Silsbee Fleet Group through the TIPS Cooperative Purchasing Program for an amount not to exceed \$76,095.50.

ATTACHMENTS:

1. Res 25-43 Purchase 2 Trucks from Silsbee for Planning & Dev
2. Exhibit A Silsbee Quote 2 Chev Colorado Trucks

SUMMARY :

The Town Council reviewed, approved, and adopted the Fiscal Year 2025-2026 Budget for the Town of Westlake (the "Town") on September 16, 2025. Included in the adopted budget for Fiscal Year 2025-2026, among other programs and services, was funding to purchase two trucks for the Department of Planning and Development. The purchase of these two trucks will allow the Building Official and the Senior Building Inspector to perform inspections to ensure all construction within the Town is in accordance with approved plans and adopted codes, ordinances, and regulations.

BACKGROUND AND DISCUSSION:

The funding for purchasing the two trucks will be from the budget approved for the Department of Planning and Development. However, the Department of Planning and Development estimated that the total costs for purchasing the two trucks would be \$70,000.00. Due to changes in economic and market conditions, the purchase price for the two trucks is \$76,095.50. However, the substantial cost savings incurred from the purchase of another vehicle (the Office of the Town Manager budgeted \$50,000.00 and saved more than \$12,000.00 on the purchase) will ensure that the Town does not exceed the total amount budgeted for new vehicles in the General Fund. It is estimated that the purchase of the two trucks --- and the additional vehicle --- will still allow for a surplus of approximately \$4,900.00 for the purchase of vehicles.

FISCAL IMPACT:

The source of funding, if approved, is the General Fund, with a fiscal impact of \$76,095.50.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

The Office of the Town Manager recommends approval of the Resolution as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-43

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PURCHASING TWO CHEVROLET COLORADO TRUCKS FROM LAKE COUNTRY CHEVROLET THROUGH THE TIPS COOPERATIVE PURCHSING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$76,095.50.

WHEREAS, the Town Council of the Town of Westlake, Texas (the “Town”) recognizes the importance of conducting timely inspections to ensure the safety and the quality of construction within the community; and,

WHEREAS, the costs for purchasing two trucks was included within the Fiscal Year 2025-2026 Budget as adopted on September 16, 2025; and,

WHEREAS, the Town Council of the Town has determined that the purchase of two trucks is in alignment with adopted policies for purchasing and replacing vehicles; and,

WHEREAS, by entering into an agreement with Lake Country Chevrolet through the TIPS Cooperative Purchasing Program, the formal bid process requirements are satisfied; and

WHEREAS, the Town Council finds that the passage of this Resolution 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 of Westlake, Texas, does hereby approve the proposed quote from Lake Country Chevrolet, attached as “Exhibit A”.

SECTION 3: That the Town Council of Westlake, Texas, authorizes the expenditure of funds for the purchase of two pick-up trucks.

SECTION 4: That the funding for purchasing the two trucks is from the General Fund for a total amount of \$76,095.50 from the Silsbee Fleet Group.

SECTION 5: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 6: 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

EXHIBIT "A"



PRODUCT PRICING SUMMARY					
TIPS USA 240901 TRANSPORTATION VEHICLES					
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951					
End User: TOWN OF WESTLAKE		Prepared by: RICK BROWN			
Contact: WADE CARROLL		Phone: 409.659.1555			
Email: wcarroll@westlaketx.gov		Email: RBROWN.SILSBEEFLEET@GMAIL.COM			
Product Description: CHEVROLET COLORADO		Date: September 29, 2025			
A. Bid Item: 12M43		A. Base Price: \$ 39,909.00			
B. Factory Options					
Code	Description	Bid Price	Code	Description	Bid Price
14C43	26 COLORADO CREW CAB	\$ -		EXTERIOR -WHITE	\$ -
	4 CYL ENGINE W/ AUTOMATIC	\$ -		INTERIOR - BLACK CLOTH	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	BLUETOOTH	\$ -			
	REAR VIEW CAMERA	\$ -			
	CARPET FLOORING	\$ -			
	POWER MIRRORS	\$ -			
	4WD UPGRADE	\$ 3,695.00			
Total of B. Published Options:					\$ 3,695.00
Published Option Discount (5%)					\$ (184.75)
C. Unpublished Options [not to exceed 25%]					
S= 1.0 %					
Description	Bid Price	Options	Bid Price		
RUNNING BOARDS	\$ 449.00				
LGL WINDOW TINT	\$ -				
Total of C. Unpublished Options:			\$ 449.00		
D. Floor Plan Interest (for in-stock and/or equipped vehicles):					\$ -
E. Lot Insurance (for in-stock and/or equipped vehicles):					\$ -
F. Contract Price Adjustment: MY DISCOUNT					\$ (6,212.00)
G. Additional Delivery Charge: 308 miles					\$ 616.00
H. Subtotal:					\$ 38,272.25
I. Quantity Ordered 1 x H =					\$ 38,272.25
J. Trade in:					\$ -
K. Total Purchase Price					\$ 38,272.25



PRODUCT PRICING SUMMARY					
TIPS USA 240901 TRANSPORTATION VEHICLES					
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951					
End User: TOWN OF WESTLAKE		Prepared by: RICK BROWN			
Contact: WADE CARROLL		Phone: 409.659.1555			
Email: wcarroll@westlaketx.gov		Email: RBROWN.SILSBEEFLEET@GMAIL.COM			
Product Description: CHEVROLET COLORADO		Date: September 29, 2025			
A. Bid Item: 12M43		A. Base Price: \$ 39,909.00			
B. Factory Options					
Code	Description	Bid Price	Code	Description	Bid Price
14C43	26 COLORADO CREW CAB	\$ -		EXTERIOR -WHITE	\$ -
	4 CYL ENGINE W/ AUTOMATIC	\$ -		INTERIOR - BLACK CLOTH	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	BLUETOOTH	\$ -			
	REAR VIEW CAMERA	\$ -			
	CARPET FLOORING	\$ -			
	POWER MIRRORS	\$ -			
	4WD UPGRADE	\$ 3,695.00			
Total of B. Published Options:					\$ 3,695.00
Published Option Discount (5%)					\$ (184.75)
C. Unpublished Options [not to exceed 25%]					
S= 0.0 %					
Description	Bid Price	Options	Bid Price		
LGL WINDOW TINT	\$ -				
Total of C. Unpublished Options:			\$ -		
D. Floor Plan Interest (for in-stock and/or equipped vehicles):					\$ -
E. Lot Insurance (for in-stock and/or equipped vehicles):					\$ -
F. Contract Price Adjustment: MY DISCOUNT					\$ (6,212.00)
G. Additional Delivery Charge: 308 miles					\$ 616.00
H. Subtotal:					\$ 37,823.25
I. Quantity Ordered 1 x H =					\$ 37,823.25
J. Trade in:					\$ -
K. Total Purchase Price					\$ 37,823.25



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.10.
FROM: Sandy Garza, Human Resources Director, Westlake Academy
SUBJECT: Discuss, consider and act to approve WA Resolution 25-25 to update the Westlake Academy Compensation Plan by revising both the Administrative Schedule and the Supplemental & Summer Schedule.

ATTACHMENTS:

1. WA Res Approving FY 25-26 Amended Employee Compensation Plan
2. Attachment A - 2025-2026 Supplemental and Summer Schedule - 10-21-2025
3. Attachment B - 2025-2026 Administration Schedule - 10-21-2025

SUMMARY :

The purpose of this agenda item is to request approval of amendments to the 2025–2026 Employee Compensation Plan. These updates reflect adjustments to two salary schedules to maintain consistency and alignment with program needs.

BACKGROUND AND DISCUSSION:

The Board of Trustees originally adopted the Employee Compensation Plan for the 2025–2026 school year in August 2025. After further review of staffing and program requirements, two revisions are recommended:

1. **Administrative Salary Schedule:** A reclassification of one of the Administrative Assistant positions (currently on the Paraprofessional Schedule) to the Administrative Schedule with a new title of Campus Engagement Coordinator to accurately reflect job duties and market alignment.
2. **Supplemental and Summer Programs Schedule:** An adjustment to the rate for the After-School Enrichment Program, ensuring competitive compensation and support for program sustainability.

FISCAL IMPACT:

These updates do not affect the overall approved budget for the fiscal year. The difference in budgeted salary—approximately **\$31,000**—for the Campus Engagement Coordinator will be funded through the **After-School Activity Fund**.

The long-term goal is for this position to become fully sustained by revenues generated through the After-School Enrichment Program.

Additionally, the adjusted rate for employees working in the After-School Program from \$35.00 an hour to 60% of revenue generated will also be supported by the **After-School Activity Fund**, ensuring the program remains self-sustaining without impact to the general operating budget.

LEGAL REVIEW:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees approve WA Resolution 25-25, amending the 2025–2026 Employee Compensation Plan to incorporate the above revisions, as presented in *Exhibit A and Exhibit B*.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

WESTLAKE ACADEMY

RESOLUTION NO. WA 25-25

A RESOLUTION AMENDING THE EMPLOYEE COMPENSATION PLAN FOR THE 2025–2026 SCHOOL YEAR.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

WHEREAS, the Board of Trustees is vested with the authority under Texas Education Code §§ 12.105, 12.121, and 45.105 to adopt and amend the school’s employee compensation plan; and

WHEREAS, the Board of Trustees annually adopts a compensation plan as part of the school’s budget to ensure competitive and equitable salaries for all employees; and

WHEREAS, the Board of Trustees previously adopted the Employee Compensation Plan for the 2025–2026 school year; and

WHEREAS, it has been determined that amendments to the 2025–2026 compensation plan are necessary to:

- Reclassify a position to the Administrative Salary Schedule, and
- Adjust the rate for the After-School Enrichment Program under the Supplemental and Summer Programs Schedule; and

WHEREAS, the Head of School has reviewed and recommended the proposed amendments, which have been presented to the Board of Trustees for consideration; and

WHEREAS, the Board of Trustees finds that approval of these amendments supports the continued recruitment and retention of high-quality staff and is in the best interest of the students, parents, and community of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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 Board of Trustees of Westlake Academy hereby adopts the amended Westlake Academy Employee Compensation Plan for the fiscal year 2025-2026 and appropriates the funds contained therein, attached to this resolution as Exhibit A.

SECTION 3: That the Board of Trustees of Westlake Academy authorizes the Head of

School or designee to implement these amendments and make any necessary administrative adjustments to ensure compliance with applicable laws and regulations.

SECTION 4: That a copy of the official adopted 2025-2026 Employee Compensation Plan shall be kept on file in the office of the Town Secretary and posted on the Westlake Academy website.

SECTION 5: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof, and the Board of Trustees hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 6: That this resolution shall become effective from and after its date of passage.

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

ATTEST:

Kim Greaves, President

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert or L. Stanton Lowry,
School Attorney

2025-2026 Supplemental and Summer Pay Rates

Hourly Rate

School Year Positions		
	After School Detention	\$35.00
	After School Enrichment Programs	60% of Enrollment Revenue
	Athletics Bus Driving	\$25.00
	Extra Duty - (test proctor or other duties)	\$25.00
	Field Trip Bus Driving	\$25.00
	Homebound Teacher (not in current Teaching Position)	\$35.00
	Homebound Teacher (in current Teaching Position)	Daily Rate/8 hours
	Internal Coverage - Secondary (per class period)	\$25.00
	Internal Coverage - Primary (per class period)	\$12.50
	Saturday School Monitor	\$35.00
Summer Positions		
	Front Office (Current Admin. Assistant)	Regular Hourly Rate
	Front Office (Any other Employee)	\$17.50
	Jump Start (rising G6 students)	\$35.00

*All assignments must be requested through the Principals and approved by the Head of School
in writing prior to work commencing.*

Hiring Summer/Seasonal Employees

The following steps must occur before seasonal/summer employees begin work:

- Hiring officials must complete a Personnel Action Form (PAF) and submit it to Human Resources for both current Westlake Academy employees and non-Westlake Academy employees.
- All seasonal/summer applicants who are not current Westlake Academy employees must complete an online application.
- All seasonal/summer applicants must complete all required new hire paperwork before beginning work.
- Human Resources will notify both the applicant and the hiring official once the applicant has been cleared to begin work.

Westlake Academy complies with Senate Bill 9 (SB9), also known as the "Fingerprinting Bill."

Please contact Human Resources with any questions.

*This salary schedule is for the 2025-2026 school year only. This schedule is not a predictor of future compensation.
Rates are approved by the Board of Trustees each year.*

HR 10/21/2025

2025-2026 ADMINISTRATION SALARY SCHEDULE

Pay Grade	Job Title	Calendars			Minimum	Midpoint	Maximum
1			Daily		\$274.40	\$336.14	\$397.88
	Campus Engagement Coordinator	207	207	Days	56,801	69,581	82,361
	Administrator of Facility Operations	260	260	Days	71,344	87,396	103,449
2			Daily		\$364.77	\$437.11	\$509.00
	Special Programs Coordinator	202	202	Days	73,684	88,296	102,818
	College Counselor	207	207	Days	75,507	90,482	105,363
	Assistant Principal	212	212	Days	77,331	92,667	107,908
	Director of Accountability	226	226	Days	82,438	98,787	115,034
3			Daily		\$425.43	\$495.43	\$565.43
	Athletic Director	217	217	Days	92,318	107,508	122,698
	Director of Innovation	217					
	Primary School Principal	217					
4			Daily		\$475.43	\$545.43	\$615.43
	Middle School Principal	217	217	Days	103,168	118,358	133,548
5			Daily		\$500.43	\$570.43	\$640.43
	High School Principal	217	217	Days	108,593	123,783	138,973
6			Daily		\$518.67	\$606.12	\$693.57
	Director of Secondary Education	217	217	Days	112,551	131,528	150,505
7			Daily				
	Executive Director of WA Foundation	226	226	Days	Determined by WA Foundation Board		
8			Daily				
	Head of School	226	226	Days	Determined by the Board of Trustees		

This schedule is for the 2025-2026 school year only. This schedule is not a predictor of future compensation. Salary placement is based on annual pay raise budget approved by the Board of Trustees each year.

HR 10/21/2025



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.10.
FROM: Dr. Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act to approve WA Resolution 25-26 to approve the Westlake Academy Student Code of Conduct for School Year 2025-2026.

ATTACHMENTS:

1. WA Res 25-26 Approving the WA Student Code of Conduct
2. WA Student Code of Conduct SY 25-26

SUMMARY :

The 2025–2026 Student Code of Conduct (SCOC) outlines the behavioral expectations, disciplinary procedures, and student rights and responsibilities for all Westlake Academy students. The document serves as the foundational framework for maintaining a safe, respectful, and academically focused learning environment aligned with both the Texas Education Code and the Academy’s International Baccalaureate (IB) philosophy.

The Code of Conduct is reviewed annually by administration to ensure compliance with state law and alignment with Board policy and the Academy’s culture. Upon Board approval, the 2025–2026 SCOC will be distributed to all students and families, published on the Academy website, and incorporated into student orientation and advisory programming.

FISCAL IMPACT: None.

LEGAL REVIEW: Yes.

RECOMMENDATION:

Requested Board Action: Approve the 2025–2026 Student Code of Conduct as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

WESTLAKE ACADEMY

RESOLUTION NO. 25-26

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING THE WESTLAKE ACADEMY STUDENT CODE OF CONDUCT.

WHEREAS, Westlake Academy is an International Baccalaureate (IB) Continuum School where students become compassionate, life-long learners through an internationally-minded, balanced education that empowers them to contribute meaningfully to our interconnected world; and

WHEREAS, the leaders of Westlake Academy seek to inspire students to achieve their highest individual potential within a nurturing environment that fosters the traits of the IB Learner Profile: Inquirers, Knowledgeable, Thinkers, Communicators, Principled, Open-minded, Caring, Risk-Takers, Balanced, and Reflective; and

WHEREAS, the Board of Trustees recognizes that students and parents who are well-informed about school expectations and responsibilities are better equipped to support a positive learning environment and promote student success; and

WHEREAS, the Westlake Academy Student Code of Conduct has been updated clearly outline student rights and responsibilities, behavioral expectations, consequences of misconduct, and the procedures for administering student discipline; and

WHEREAS, the Board of Trustees finds that the adoption of the updated Student Code of Conduct is in the best interest of the students, parents, staff, and community of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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 Board of Trustees of Westlake Academy hereby approves the Westlake Academy Student Code of Conduct attached hereto as ***Exhibit “A”***.

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

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

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

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Superintendent

APPROVED AS TO FORM:

Janet S. Bubert
School Attorney



Westlake Academy
Student Code
of
Conduct
2025-2026



Westlake Academy Code of Conduct

MISSION

Westlake Academy is an IB Continuum School where students become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world.

VISION

Westlake Academy inspires college-bound students to achieve their highest individual potential in a nurturing environment that fosters the traits found in the IB Learner Profile: Inquirers, Knowledgeable, Thinkers, Communicators, Principled, Open-minded, Caring, Risk-takers, Balanced, and Reflective.

DEVELOPMENT OF THE STUDENT HANDBOOK AND CODE OF CONDUCT

Westlake Academy's Parent Student Handbook and Code of Conduct have been revised as necessary to serve our parents and students best and adopted by the Westlake Academy Board of Trustees. This handbook informs parents and students about school-related issues, standards of conduct, consequences of misconduct, and procedures for administering discipline. Following state law, this handbook will be posted on Westlake Academy's website and available for review at the campus principal's office. Parents will be notified of any conduct violation that may result in a student being suspended or expelled from Westlake Academy. Because Westlake Academy's Board of Trustees adopts the Student Handbook and Code of Conduct, it has the force of policy. The law shall control if there is a conflict between the Code of Conduct and state or federal law. If there is a conflict between the Code of Conduct and Westlake Academy Board Policy, the most recently adopted item will control.

DISCIPLINE MANAGEMENT PLAN

Westlake Academy's discipline management plan, known as the Code of Conduct, contains information on the rights and responsibilities of students and outlines student behavior expectations and disciplinary consequences for violations of those expectations. The Student Handbook and Code of Conduct shall be posted on Westlake Academy's website for all students, parents, teachers, and administrators to review. Copies of these documents may also be obtained at the campus upon request. Students and parents must be familiar with the standards in the Code of Conduct and campus and classroom rules that teachers or campus administrators may communicate. Annually, each student and parent shall sign a statement that they have received and read the Student Handbook and Code of Conduct and acknowledge the responsibilities outlined therein. Each parent and student should also be familiar with procedures outlined in campus student handbooks/folders.

DISCIPLINE MANAGEMENT TECHNIQUES



In general, discipline will be designed to improve conduct and encourage students to adhere to their responsibilities as school community members. Disciplinary action will draw on the professional judgment of teachers and administrators and a range of discipline management techniques, including restorative discipline practices. Still, it will not include the aversive techniques prohibited by law. Discipline management techniques used when students violate the Code of Conduct may consist of the following:

- Verbal correction;
- Cooling-off time or “time-out” that does not constitute an aversive technique;
- Seating changes within the classroom;
- Rewards or demerits;
- Counseling by teachers, counselors, or administrative personnel;
- Restitution of damages;
- Temporary removal from class;
- Parent-teacher conferences;
- Temporary confiscation of items;
- Behavioral contracts;
- Detention, including lunch and before and after school;
- Saturday school;
- Special assignments or duties;
- Loss of privileges;
- Exclusion from extra-curricular activities, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations;
- Penalties identified in individual student organizations’ extracurricular standards of behavior;
- Grade penalties as permitted by Board policy;
- Required Parent Meeting;
- Transfer to a different classroom;
- In-school suspension;
- Out-of-school suspension;
- Expulsion;
- Referral to law enforcement;
- Restorative justice;
- Peer mentoring; or
- Training in conflict management.

An aversive technique is an intervention intended to reduce the likelihood of a behavior reoccurring by intentionally inflicting significant physical or emotional discomfort or pain on a student. The Texas Education Code prohibits the use of such techniques for discipline management. A Westlake Academy employee, volunteer, or an independent contractor of Westlake Academy may not apply an aversive technique or authorize, order, consent to, or cause an aversive technique to be used by a student. The term includes a technique or intervention that:

- Is designed to or likely to cause physical pain other than corporal punishment;
- Is designed to or likely to cause physical pain through the use of electric shock or any procedure that involves the use of pressure points or joint locks;
- Involves the directed release of a harmful, toxic, or otherwise unpleasant spray, mist, or substance near the student’s face;



- Denies adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility;
- Ridicules or demeans the student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse;
- Employs a device, material, or object that simultaneously immobilizes all four extremities, including any procedure that results in such immobilization known as prone or supine floor restraint;
- Impairs the student's breathing, including any procedure that involves applying pressure to the student's torso or neck or obstructing the student's airway, including placing an object in, on, or over the student's mouth or nose or placing a bag, cover, or mask over the student's face;
- Restricts the student's circulation;
- Secures the student to a stationary object while the student is in a sitting or standing position;
- Inhibits, reduces, or hinders the student's ability to communicate;
- Involves the use of a chemical restraint;
- Constitutes a use of timeout that precludes the student from being able to be involved in and progressing appropriately in the required curriculum and, if applicable, toward the annual goals included in the student's individualized education program, including isolating the student by the use of physical barriers; or
- Deprives the student of using one or more of the student's senses, except this technique may be used if it is executed in a manner that does not cause the student pain or discomfort or complies with the student's individualized education program or behavior intervention plan. The prohibition on using aversive techniques does not prohibit a teacher from sending a student to a campus administrator's office to maintain effective discipline in the classroom. Texas Education Code Section 37.0023

Westlake Academy's discipline management plan utilizes all discipline management techniques allowed under Texas law, except corporal punishment. Appropriate positive behavior interventions may be included in an Individualized Education Program (IEP) or accommodation plan for a student with an IEP or accommodation plan. Unless expressly stated otherwise, the behavior interventions in an IEP or accommodation plan supplement the Student Handbook and Code of Conduct.

DISCIPLINE AUTHORITY

Campus leadership is designated primarily responsible for overseeing discipline concerns on the campus. Per Westlake Academy Board Policy, Principals and Assistant Principals shall establish school rules and regulations to ensure a safe, educational program free from disruption for all students and consistently and fairly enforce all discipline policies, school rules, and regulations.

DISCIPLINE MANAGEMENT TRAINING

All campus leadership must remain current on TEA mandates, laws, and regulations.



Each Principal shall provide discipline management professional development training for campus staff, including the Assistant Principal. The training must include a review of Westlake Academy's Student Handbook and Code of Conduct and any campus-based discipline strategies or techniques.

DISCIPLINE RECORDS

Campus administrators will maintain discipline records for each student separately from the student's permanent record file. Discipline records remain active for the current school year. At the end of the school year, these records are stored for the period specified by the Texas Education Agency's record retention schedule before being destroyed. Students start each year with a clean discipline record, except for those assigned disciplinary consequences extending beyond the end of the previous school year. However, a student's disciplinary history remains available to campus administrators to review and consider in certain circumstances, such as assessing disciplinary consequences for a new violation of the Code of Conduct. ManageBac is utilized for behavior notification purposes in all programs.

GUIDELINES FOR ASSESSING DISCIPLINARY CONSEQUENCES

Students who violate Westlake Academy's Code of Conduct shall be subject to disciplinary action. Westlake Academy's disciplinary options include using one or more discipline management techniques identified in the Code of Conduct. When imposing discipline, Westlake Academy personnel shall adhere to the following general guidelines:

1. Discipline consequences shall be administered, when necessary, to protect students, school employees, or property and to maintain essential order and discipline.
2. Students shall be treated fairly and equitably. Teachers and administrators have a variety of discipline consequences available. Consequences shall be based on a careful assessment of the circumstances of each incident. Factors to consider shall include the following:
 - a. The seriousness of the offense;
 - b. Student's age and grade level;
 - c. Frequency of misconduct;
 - d. Intent or lack of intent at the time the student engaged in the conduct;
 - e. Self-Defense, although depending on all of the relevant circumstances, a student who acts in self-defense may still be subject to an appropriate disciplinary consequence;
 - f. Potential effect of the misconduct on the school environment;
 - g. Degree of severity and risk of danger;
 - h. Student's disciplinary history;
 - i. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law;
 - j. Student's status in the conservatorship of the Department of Family and Protective Services;
 - k. Student's status as a student who is homeless; and
 - l. Any other considerations required by law, including any applicable requirements of Texas Education Code Chapter 37 and Westlake Academy's Student Handbook and Code of Conduct.



**Factors identified above under items e, f, i, j, k, and l must be considered for any discipline decision involving suspension or expulsion.

LEVEL SYSTEM

Disciplinary offenses in the Code of Conduct are categorized into four levels that identify offenses and possible disciplinary options available to the teacher or administrator. Discipline should be progressively administered so that each level has an increasing degree of intervention designed to promote student self-discipline unless Board policy, state law, or the Code of Conduct specifies otherwise. The teacher or administrator responsible for the discipline of a student shall apply the Guidelines for Assessing Disciplinary Consequences set forth above. In a given situation, the teacher or administrator may use discretion in determining the action(s) most appropriate to the setting and the infraction, except for inevitable mandatory consequences that may be specified in state or federal law. Campus administrators have the authority to discipline students for violations of the Code of Conduct on campus, on a school bus, or at school-related or school-sponsored activities, as well as certain types of off-campus conduct as specified by law.

RESPONSIBILITIES/STANDARDS

All key stakeholders must fulfill specific responsibilities if a positive learning environment is to be achieved. Both experience and research show that a child's education succeeds best when there is a strong partnership between home and school – a partnership that thrives on communication. Therefore, a cooperative relationship among students, parents, and educators is encouraged. The following responsibilities relate to each stakeholder's role in maintaining a positive learning environment:

RESPONSIBILITIES OF SCHOOL BOARD MEMBERS

- Enact and enforce policies that facilitate the establishment and maintenance of a positive and safe learning environment;
- Approve and support Westlake Academy's Student Handbook and Code of Conduct, and
- Fulfill designated roles in due process and hearing procedures as applicable.

RESPONSIBILITIES OF HEAD OF SCHOOL

- Develop, with input from the Westlake Academy planning and decision-making committee, a draft of a Student Handbook and Code of Conduct for the Board's review and approval;
- Assure Westlake Academy's compliance with state and federal laws;
- Publish on Westlake Academy's website the Board-approved Student Handbook and Code of Conduct;
- Provide training for campus administrators on the Board-approved Student Handbook and Code of Conduct;
- Fulfill designated roles in due process and hearing procedures, as applicable;



- Report certain disciplinary infractions to the Texas Education Agency (TEA) as required by the Texas Education Code; and
- Ensure each employee can access a copy of Westlake Academy discipline policies and procedures.

RESPONSIBILITIES OF PRINCIPALS

- Assume responsibility for the distribution of the Board-approved Student Handbook and Code of Conduct;
- Provide campus-based in-service to students and staff on the Board-approved Student Handbook and Code of Conduct;
- Ensure fair and impartial treatment of students in assigning consequences for disciplinary infractions;
- Maintain an atmosphere conducive to good behavior;
- Exhibit an attitude of respect toward individuals and property and responsibly conduct themselves;
- Facilitate the resolution of school-related conflicts promptly;
- Promote open communications between parents/guardians and school personnel;
- Ensure compliance with appropriate timeframes and procedures for disciplinary due process rights;
- Notify the proper law enforcement agency if there are reasonable grounds to believe that a crime has been committed;
- Provide required notices regarding disciplinary action to parents/guardians where the Assistant Principal is unavailable or unable to provide the required notices.

RESPONSIBILITIES OF ASSISTANT PRINCIPALS

- Primarily responsible for maintaining student discipline;
- Exhibit an attitude of respect toward individuals and property and responsibly conduct themselves;
- Promptly notify parent/guardian by phone, in person, or writing on the day a student is assigned in-school suspension, out-of-school suspension, recommended for expulsion, or is taken into custody by a law enforcement officer;
- Enter behavior notices in the school's discipline management system (ManageBac) with appropriate incident details and actions taken.
- Respond to removals of students from the classroom with appropriate discipline management techniques;
- Ensure compliance with appropriate timeframes and procedures for disciplinary due process rights;
- Notify the appropriate law enforcement agency if there are reasonable grounds to believe a crime has been committed.

RESPONSIBILITIES OF TEACHERS

- Maintain an atmosphere conducive to good behavior;
- Develop, maintain, and communicate classroom guidelines and clear expectations for students;
- Exhibit an attitude of respect toward individuals and property and responsibly conduct themselves;
- Notify parents about significant changes in student behavior;



- Notify the appropriate campus administrator about violations of the Code of Conduct;
- Notify the proper law enforcement agency and campus administrators if there are reasonable grounds to believe that a crime has been committed;
- Adhere to Westlake Academy and campus policies and procedures;
- Establish and maintain open communication with parents.

RESPONSIBILITIES OF STUDENTS

- Read and comply with all provisions of the Student Handbook and Code of Conduct as well as upholding the IB Learner Profile, campus and classroom rules;
- Exhibit an attitude of respect toward individuals and property, even when others do not;
- Behave responsibly, consistently exercising self-management;
- Attend all classes regularly and on time;
- Prepare for each class; take appropriate materials and assignments to class;
- Adhere to Westlake Academy and campus standards of grooming and dress;
- Respect the rights and privileges of students, teachers, and other Westlake Academy staff and volunteers;
- Respect the property of others, including Westlake Academy property and facilities;
- Cooperate with and assist the school staff in maintaining safety, order, and discipline;
- Express opinions and ideas respectfully and courteously;
- Refrain from making profane, insulting, threatening, or inflammatory remarks;
- Establish an effective working relationship with parents, peers, and school personnel;
- Cooperate with all lawful and reasonable directives issued by school personnel;
- Seek changes in school policies and regulations through approved channels in an orderly and responsible manner;
- Cooperate with Westlake Academy staff in investigations and all school-related matters;
- Give parent/guardian a copy of all notices, including discipline notices, promptly;

RESPONSIBILITIES OF PARENTS/GUARDIANS

- Review the Student Handbook and Code of Conduct and discuss the contents with their child;
- Acknowledge receipt of the Student Handbook and Code of Conduct as requested;
- Participate in meaningful conferences with school personnel regarding their child's academic progress, including behavior or general welfare;
- Ensure their child's compliance with school attendance requirements and promptly report and explain absences and tardies to appropriate campus personnel;
- Please report concerns in a timely manner using the anonymous reporting system or by contacting the grade-level administrator or counselor.
- Assist their child in selecting appropriate attire for school and school-related activities;



- Communicate courteously and respectfully with campus personnel regarding concerns about their child's educational progress or conduct.

STUDENTS WITH DISABILITIES

Disciplinary actions involving students with disabilities shall follow all applicable state and federal statutes, rules, and regulations. School personnel must consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a student with a disability who violates the Code of Conduct. Assignment of a discipline consequence that results in a significant change in placement for a student with a disability must comply with the manifestation determination review framework described in Westlake Academy's policies and procedures for students with disabilities. Additionally, per the Texas Education Code, a student who is receiving special education services may not be disciplined for conduct meeting the definition of bullying, harassment, or making a hit list until an ARD committee meeting has been held to review the conduct.

BEHAVIOR EXPECTATIONS - PRIMARY YEARS (GK-G5)

Westlake Academy behavior expectations are predominantly based on the IB Learner Profile traits. The Learner Profile helps us develop responsible, respectful, life-long learners who possess the necessary skills to succeed in life choices. The Learner Profiles are used for guidance and restorative practices. All students are guided through practice that prevents misbehavior and supports good decisions and choices.

The IB Learner Profiles help create a supportive and positive culture. As such, we expect all Westlake Academy members to value, demonstrate and appreciate the attributes of the IB Learner Profiles.

The PYP Learner Expectations and Behaviors illustrate our caring, knowledgeable, and conscientious behaviors. We emphasize the power of student self-reflection in identifying the attributes they struggle with and need support in developing.

Area on Campus	Be Principled by	Be Caring by	Be Knowledgeable by
Arrival/Entering Classroom	• Waiting quietly without pushing at the front landing area. • Entering the buildings after 7:25 am without running. • Walking any time you are in the building	• Entering the classroom quietly. • Following classroom agreements and helping others. • Continuing with morning work and activities until 7:45 am.	• Arriving at school between 7:25-7:45 am • Being prepared for class and eager to learn. • Placing work from home in trays and buckets for the teacher.
Hallways	• Walking quietly and in an orderly manner • Keeping hands, feet, and other objects to yourself. • Not walking by if you see trash or someone not being kind to others	• Using inside voices • Staying quiet so that others can learn. • Getting permission before leaving the classroom	• Walking quickly is okay, but do not run. • Follow the rules without adult reminders.
Classrooms	• Using classroom essential agreements	• Always show respect for your possessions, the possessions of others, and school property.	• Taking turns.



	• Keeping hands, feet, and other objects to yourself. • Walking at all times. • Accepting the consequences of your behavior and actions.	• Sharing materials, classroom resources, and equipment. • Showing understanding and open-mindedness. • Respecting teachers, substitutes, and campus staff.	• Completing activities or work to the best of my ability and on time. • Being self-motivated. • Being respectful. • Being honest.
Restrooms	• Placing paper towels in the trash can. • Walking at all times. • Washing hands before leaving.	• Giving others privacy and not playing in bathrooms. • Using inside voices. • Take turns at the sink.	• Getting permission to leave class. • Return to class promptly. • Help keep restrooms clean.
Dining Hall	• Walking at all times. • Using a quiet voice. • Following your teacher's directions. • Cleaning up after yourself. • Talking with an "indoor voice"	• Using good table manners. • Not putting your hand on others' food/trays. • Including others at your table and conversations across and beside you. • Not bringing toys.	• Getting all utensils, milk, etc., when you first go through the line. • Not sharing food.
Outdoors/Break Times	• Keeping your hands, feet, and other objects to yourself. • Sharing equipment.	• Being respectful of each other. • Being mindful of others' personal space. • Not hitting, pulling, or kicking others	• Placing all litter/trash in garbage cans. • Placing recycling items in the recycling bin. • Placing all equipment in the appropriate ball cart or bins.
Dismissal	• Listening for your name and walking quietly and quickly to the pick-up area. • Looking for your vehicle and paying attention to your name.	• Waiting for the teacher to dismiss you from your classroom. • Walking straight to dismissal/pick up area. • Listen for your name if you do not see your car	• Getting all materials before leaving the classroom. • Watching for your car.
School Sponsored Events, Trips, and Travel	• Following directions (seated on the bus and listening to teachers). • Being respectful with all people you meet or encounter.	• Supporting your peers with appropriate language and interactions. • Representing Westlake Academy using the Learner Profile Attributes.	• Following all school rules (Student Code of Conduct).

BEHAVIOR EXPECTATIONS – SECONDARY (G6-G12)

Secondary Social Contract

The social contract is established to serve the greater good of the Academy, ensuring sustainability and protecting all parties. Additionally, the social contract helps create emotional and social safety in the classroom and throughout the campus. At Westlake Academy, the social contract helps guide the actions of students, teachers, contractors, parents, and visitors to our campus.

Area on Campus	Be Principled	Be Caring	Be Knowledgeable
Arrival	• Wait in the dining hall or sports court. • Enter the buildings after 7:45 a.m. • Leave cars quickly and carefully.	• Enter the classroom quietly. • Follow classroom procedures. • For G6-10, there are no cell phones inside buildings after 7:50 am. Visible phones will be confiscated. (Please see our Parent student handbook)	• Be punctual! • Be prepared for class with your supplies and a charged device. • Know when classes begin and end!



DISCIPLINE PROCEDURES FOR WESTLAKE ACADEMY

Teacher Directed Intervention

Level I

The classroom teacher can successfully manage many behaviors and is expected to respond to all Level I offenses as necessary and appropriate. Any behavior that impedes orderly classroom procedures or



interferes with the school's orderly operation should be intervened immediately and consistently. More than one disciplinary option may be assigned.

Procedures:

1. Intervention should occur by the teacher supervising the student or observing misbehavior.
2. The teacher and the Assistant Principal shall maintain a record of offenses and disciplinary actions.
3. As appropriate, the teacher may discuss the conduct violation with the parent/guardian, campus administrator, and involved personnel.
4. In the case of informal classroom removal (office referral), the teacher will refer the student to the Assistant Principal, who will respond by employing appropriate discipline management techniques before returning the student to the classroom. If the student's behavior does not improve, the Assistant Principal will use alternative discipline management techniques, including progressive discipline interventions.

Administrator Directed Intervention

Level II-IV

Infractions identified in Levels II-IV will result in a referral to the Assistant Principal or other appropriate campus administrator. The disciplinary action(s) will depend on the offense, previous disciplinary actions, and the seriousness of the misbehavior. More than one disciplinary option may be assigned.

Procedures:

1. A written referral is sent to the Assistant Principal or other campus administrator.
2. The Assistant Principal or other campus administrator will confer with the student and investigate as appropriate.
3. The Assistant Principal will determine the appropriate disciplinary action(s), and oral or written notice will be provided to the student and parent/guardian identifying the misconduct and action(s) taken.
4. The Assistant Principal will send notice of disciplinary actions to the teacher and staff as necessary and appropriate.

Within these guidelines and consistent with state law, each Assistant Principal has the authority to establish appropriate disciplinary consequences based on campus needs. The Assistant Principal will be consistent in administering disciplinary options on campus. However, two students committing the same offense on the same campus may receive different disciplinary consequences based on consideration of the factors identified in the Guidelines for Assessing Discipline Consequences and the circumstances surrounding the offenses.

The Assistant Principal will notify the parent/guardian of any conduct violation by their student that results in suspension. Before being suspended, a student will be allowed to respond to the alleged conduct violation. In deciding whether to order out-of-school suspension, the Assistant Principal shall consider factors identified in the Guidelines for Assessing Discipline Consequences. The number of days of a student's out-of-school suspension shall not exceed three school days for each conduct violation.



Additional Considerations

- “Persistent” offenses shall be defined as two or more violations of the code in general or repeated occurrences of the same violation.
- Prohibited retaliation includes engaging in harmful conduct toward another person because that person initiated or cooperated in a report or investigation of misconduct. Retaliation against a person who makes a good faith report is prohibited at Westlake Academy. Retaliation against a person participating in an investigation or serving as a witness is also prohibited. However, a person who makes a false claim, offers false statements or refuses to cooperate with a Westlake Academy investigation may be subject to appropriate discipline. Examples of retaliation may include, but are not limited to, threats, rumor spreading, ostracism, assault, destruction of or theft of property, hazing, taunting, and name-calling.
- School officials shall notify a local law enforcement authority if they suspect that criminal acts have occurred on school or Westlake Academy property or at a school-sponsored or school-related event. These individuals also have the authority to involve law enforcement in any discipline or campus situation deemed necessary. Suppose a student is charged with a felony on campus or at a school-related event for any offenses listed at Level III. In that case, the student is automatically disciplined at Level IV, as appropriate.
- Sponsors and coaches of extracurricular activities, such as athletics and theatre, may develop and enforce standards of behavior higher than those in Westlake Academy’s Student Handbook and Code of Conduct and may condition membership or participation in the activity on adherence to those standards. The sponsors and coaches will develop those standards in conjunction with Westlake Academy’s Extracurricular Activities Student Handbook to help ensure consistency in standards and enforcement across all activities.
- Depending on the circumstances, persistent misconduct at Level III may result in expulsion from the student’s home school district.
- School officials shall notify a local law enforcement authority if they suspect that criminal acts have occurred on school or Westlake Academy property or at a school-sponsored or school-related event.
- Suppose a student is charged with a felony on campus or at a school-related event for any offenses listed at Level III. In that case, the student is automatically disciplined at Level IV, as appropriate. Depending on the circumstances, misconduct at Level III may result in expulsion to the student’s home school district

Leveled Behaviors & Suggested Consequences

	Behavior(s)	Consequence(s)
Level I	Tardies	Student Conference



Lowest level of intervention	Disrupting Class Failing to follow the rules/ directives Neglecting to bring required materials/completed assignments to class Failing to participate Eating, drinking, chewing gum in undesignated area Throwing objects Arguing Name-Calling Scuffling Violating Campus cell-phone policy Lying/ telling a falsehood Violating dress code Loitering after school/late parent pick-up	Cooling off time or time out Counselor conference Change of seat Parent conference Restitution of damages Exclusion from extracurricular activities Temporary confiscation of the item Administrator conference Shortened recess Reflection task to be signed by the parent Peer mediation Loss of privileges Detention <u>Please reference the following links for tiered consequences:</u> • PYP Level I Matrix • Secondary Level I Matrix
Level II	Committing persistent offenses from Level I Using food inappropriately Insubordination Using inappropriate language or gestures Repeated Tardies On-Campus truancy Failing to serve a detention/ Saturday School Possessing Lighter/ Matches Physical altercation with another student Harassment Inappropriate peer interaction/peer conflict Inappropriate use of technology Possessing prescription (student's own), nonprescription drug, dietary supplement, or homeopathic medication Defacing/ damaging property Academic dishonesty Posting or distributing unauthorized publication	Detention Stay Away Agreement Saturday School Parent Meeting In-school suspension Loss of technology privileges Restitution of damages Loss of privileges



Level III	Committing persistent offenses from Level II Bullying Threatening language or behavior Harassment Retaliation Fighting Off-campus truancy Selling unauthorized merchandise Engaging in conduct that disrupts the learning environment Hit Lists Using slurs Possessing or using tobacco or electronic/ digital nicotine delivery device Possessing ammunition Possessing, distributing, or creating pornographic material Possessing, distributing, and/or concealing a weapon Possessing drug paraphernalia Selling or giving another person a non-prescription drug Stealing/burglary Forging or altering school records or communications Forging or altering non-school records or communications that are submitted to the school Assault Vandalism Failing to disclose information (concealing information or evidence, lying as a witness during a school investigation) Engaging in a behavior that is illegal and does not constitute a mandatory removable or expellable offense Engaging in sexual conduct or sexual harassment (including dating violence and stalking) Hazing Gambling Hacking (breach of computer security) Extortion, coercion, or blackmail	Required parent meeting In-school suspension Out-of-school suspension Restitution of damages Loss of technology privileges
Level IV	Level IV offenses are primarily misconduct that results in expulsion from the student's home school district. They include the following categories: weapons use, violence, sexual misconduct, substance misconduct, substance abuse, retaliation, mistreatment of others, and other misconduct. To view a detailed list of the Chapter 37 Offenses, click here. Level IV offenses can include repeated offenses from any lower level.	
Considerations	Behaviors and consequences listed in the table above are not limited to the examples provided above. All behaviors and consequences will be determined based on the considerations listed in the Westlake Academy Student Code of Conduct, adherence to State and local policy and law, and providing restorative ways of managing discipline. Consequences are determined and assigned and may include one or more listed options.	



PROCEDURES AND RESTRICTIONS FOR THE USE OF CERTAIN DISCIPLINE CONSEQUENCES

DETENTIONS/ Saturday School

Students may be assigned campus detention before, during, or after school (including a Saturday School assignment) for infractions of the Code of Conduct or previously communicated school or classroom rules and expectations. Before assigning a student to campus detention or Saturday School, the student shall be informed of the conduct that allegedly constitutes the violation. The student shall be allowed to explain his/her version of the incident. Failure to serve a campus detention or Saturday School will result in a more severe consequence.

Notice to Parents

When a student is assigned detention, a copy of the discipline notice shall be given to the student and parent.

Conference

A student assigned campus detention may be given an informal conference with the teacher, principal, or appropriate administrator advising the student of the conduct with which the student is charged and allowing the student to explain his or her version of the incident.

Restrictions

A student assigned to a campus detention is prohibited from attending or participating in school-sponsored or school-related activities on or off school property during the day of the detention. In addition, penalties may be imposed by sponsors of extracurricular groups/organizations by established guidelines.

REMOVAL BY BUS DRIVER

A school bus driver transporting students to or from a school-sponsored or school-related activity may send a student to an administrator's office to maintain effective discipline on the school bus or when a student engages in behavior that violates the Code of Conduct. The administrator shall respond by employing appropriate discipline management techniques consistent with the Code of Conduct, including temporarily suspending or permanently revoking bus transportation privileges.

IN-SCHOOL SUSPENSION



In-school suspension (ISS) is an in-house disciplinary setting where a student may be assigned for infractions as appropriate. Students may be placed in ISS for misconduct as outlined in the Code of Conduct. ISS is provided in an on-campus classroom other than the student's regular classroom. The student's regular classroom teachers offer daily coursework for the students to complete in a structured, non-social setting. The Assistant Principal, principal, or principal's designee shall notify a student's parent/guardian when a student has been assigned to ISS. A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date the ISS placement begins in order to evaluate the educational progress of the student and to determine if continued ISS is appropriate. If the principal or other appropriate administrator determines that continued ISS is appropriate, he or she shall document the determination.

Notice to Parents

A good faith effort shall be made on the day the action was taken to provide the student with written notification of the disciplinary action for delivery to the student's parent/guardian.

Conference

A student who is assigned ISS will be given an informal conference with the Assistant Principal or other campus administrator, who will advise the student of the conduct with which the student is charged and give the student the opportunity to explain his or her version of the incident.

Restrictions

A student assigned to ISS is prohibited from attending or participating in school-sponsored or school-related activities on or off school property except by special permission for certain educational-type events only (i.e.

PSAT/SAT/ACT testing and College Night). The student will be allowed to attend and participate in school-sponsored or school-related activities, including practice, on the day following the last day of the ISS assignment. If the student receives additional assignments while serving an ISS placement, this prohibition is extended until the day after completing all consecutive assignments. Sponsors of extracurricular groups/organizations may impose further penalties by established guidelines.

Transfer Students

Westlake Academy will require a student enrolling in Westlake Academy to complete an ISS assignment ordered by the previous school upon receipt of the written notice.

OUT-OF-SCHOOL SUSPENSION

Except as provided below, an elementary or secondary student may be assigned out-of-school suspension for up to three (3) school days, with no limit on the number of times a student may be suspended in a semester or school year. Students may be assigned to out-of-school suspension for conduct violations as outlined in the Code of Conduct. During the student's suspension period, the campus will provide the student with an alternative means of receiving all coursework provided in the student's foundation curriculum classes that the student misses due to the suspension. The student shall be responsible for all assignments missed during suspension. If the student satisfactorily completes assignments for the period of the out-of-school suspension within a reasonable time determined by Westlake Academy, no grade



penalty will be imposed. The parent is responsible for adequately supervising the student during out-of-school suspension.

Exception for Students Grade 2 and Below:

A student who is in second grade or below shall not receive an out-of-school suspension unless, while on school property or at a school-sponsored or school-related activity on or off school property, the student engages in (1) conduct that contains the elements of an offense related to weapons; (2) conduct that contains the elements of assault, sexual assault, aggravated assault or aggravated sexual assault; or (3) selling, giving, or delivering to another person or possessing using or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage; (4) engages in repeated and significant classroom disruptions, even when related to developmental or emotional factors (*new in 2025 with HB 6*).

Exception for Students who are Homeless:

A school Westlake Academy may not place a student who is homeless in out-of-school suspension unless, while on school property or at a school-sponsored or school-related activity on or off school property, the student engages in (1) conduct that contains the elements of an offense related to weapons; (2) conduct that contains the elements of assault, sexual assault, aggravated assault or aggravated sexual assault; or (3) selling, giving, or delivering to another person or possessing using or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage; or (4) engages in repeated and significant classroom disruptions, even when related to developmental or emotional factors. The administrator may coordinate with the school Westlake Academy's homeless education liaison to identify appropriate alternatives to out-of-school suspension for a student who is homeless.

Notice to Parents

The administrator will notify a parent/guardian by phone, in person, or writing on the day a student is placed in out-of-school or in-school suspension. The notice will specify the offense's nature and the length of the out-of-school suspension.

Conference

A student assigned an out-of-school suspension will first have an informal conference with the administrator or other campus administrator, who will advise the student of the conduct with which the student is charged and allow the student to explain his or her version of the incident. In deciding whether to order out-of-school suspension, the administrator shall consider the factors identified in the Guidelines for Assessing Disciplinary Consequences.



Restrictions

A student assigned an out-of-school suspension is prohibited from attending or participating in school-sponsored or school-related activities on or off school property except by special permission for educational-type events only (i.e., PSAT/SAT/ACT testing and College Night). The student will be allowed to return to the campus and attend or participate in school-sponsored or school-related activities, including practice, following the last day of the out-of-school suspension. Sponsors of extracurricular groups/organizations may impose additional penalties following established guidelines.

Transfer Students

Westlake Academy will require a student enrolling in Westlake Academy to complete an out-of-school suspension ordered by the previous school upon receipt of the written notice. This is repeated above.

COMPLAINTS & APPEALS

Once a disciplinary consequence is assigned, the student is expected to serve the result to avoid additional penalties. Complaints regarding issues ancillary to the discipline consequence (such as an allegation that the appropriate procedure was not followed before assigning a result) should be addressed informally with the teacher, Assistant Principal, or Principal, as applicable. Parents may initiate the formal complaint process for a consequence that results in an out-of-school suspension or higher. All lesser discipline consequences are final and may not be appealed.

EXPULSION PROCEDURES

Students who engage in conduct identified as a Level IV offense or persistent conduct identified as a Level II Level III offense may be subject to expulsion from Westlake Academy. Students are expelled to their school district of residence.

Special Considerations

For conduct violations that require a determination of whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense by the Penal Code, the Head of School or designee may consider all available information, including the information furnished under Article 15.27, Code of Criminal Procedures. The Head of School shall consider an Article 15.27 notice received by Westlake Academy in making that determination.



Hearing Rights

Before a student is expelled, Westlake Academy must provide the student with a hearing at which the student is afforded appropriate due process as required by the federal constitution. The student and the student's parent/guardian shall be provided notice of the hearing, which shall include a description of the conduct that supports the proposed expulsion and general notice of the evidence relied upon by the campus administrator to recommend expulsion. The expulsion hearing officer must be an administrator or designee who was not involved in investigating the incident or conduct that resulted in the expulsion recommendation. At the hearing, the student is entitled to be represented by the student's parent/guardian or another adult who can guide the student and is not an employee of Westlake Academy. Suppose Westlake Academy makes a good-faith effort to inform the student and the student's parent/guardian of the time and place of the hearing. In that case, Westlake Academy may hold the hearing regardless of whether the student, the student's parent/guardian, or another adult representing the student attends. However, a hearing must be held unless the student's parent/guardian signs a waiver forfeiting the student's rights to a hearing. At the hearing, the student or the student's representative will be allowed to testify, present evidence or witnesses in their defense, examine the evidence presented by the school, and question the school's evidence. The expulsion hearing officer may rely on the hearsay evidence of school administrators investigating disciplinary infractions. The expulsion hearing officer's decision shall be based exclusively on the evidence presented at the hearing and communicated promptly to the student and parent. An expulsion decision shall consider all required factors identified in the Guidelines for Assessing Disciplinary Consequences.

Appeal

An adult student or parent/guardian may appeal a decision for expulsion. A written request must be made within three (3) school days of receiving written notification of the expulsion decision. A parent or adult student will send the written appeal to the Section Principal via email or mail to 2600 J T Ottinger Road, Westlake, TX 76262. The Section Principal shall contact the adult student or parent/guardian within five (5) school days of receipt of a timely written request for appeal to schedule a conference. At the meeting, the adult student or parent/guardian can present information regarding why they believe the expulsion decision is improper. No new evidence may be introduced at the appeal conference that was not previously presented at the expulsion hearing. The Head of School (or designee) shall provide written notice of his/her decision regarding the appeal within ten (10) school days of the date of the appeal conference. The decision of the Head of School (or designee) shall be based exclusively on the evidence presented at the expulsion hearing and appeal conference. The expulsion decision may be enforced, and the student may be denied campus privileges pending the outcome of an appeal of an expulsion decision.

Appeal to the Board of Trustees

An adult student or parent/guardian who is not satisfied with the outcome of the initial expulsion appeal to the Head of School may appeal to the Board of Trustees. Request for a Board review of a decision to expel a student shall be made in writing to the Head of School within three (3) school days after receipt of the Head of School's written decision on the expulsion appeal. The Head of School shall provide the parent written notice of the meeting date, time, and place within five (5) school days of receipt of the appeal request. The hearing will be held in a closed session unless a written request from the parent is made to keep it in an open session. The granting of such a request will depend on the extent to which the



rights of other students or staff are implicated. The Board shall review the record of the expulsion proceedings and appeal to the Head of School, and its decision shall be based on that record. No new evidence will be presented to the Board.

Notice to School District of Residence

The Board or its designee shall deliver a copy of the order expelling the student to the student and the student's parent/guardian. The Board or its designee shall also mail a copy of the order to the student's school district of residence within three (3) business days after issuing the Order of Expulsion.

Withdrawal During Expulsion Proceedings

When a student recommended for expulsion withdraws from Westlake Academy before the placement order is completed, Westlake Academy may complete the proceedings and issue an order of expulsion.

EMERGENCY EXPULSION

A campus administrator may also order the immediate expulsion of a student if the administrator reasonably believes that the action is necessary to protect persons or property from imminent harm. The reason for emergency expulsion must also be a reason for which expulsion could be ordered on a non-emergency basis.

Notice

The student will be given oral notice of the reasons for expulsion at the time of the emergency expulsion. In addition, Westlake Academy will provide any required notices per state law to a student's parents/guardians regarding emergency placement.

Hearing Rights

Within a reasonable amount of time after the emergency expulsion but not later than the 10th day after the expulsion, the student will be given appropriate hearing rights required for a student facing expulsion. The campus administrator shall not be liable for civil damages for an emergency expulsion. If an emergency expulsion involves a student with disabilities who receives special education services, the term of the student's emergency expulsion is subject to the requirements of appropriate federal law. The student who is removed under an emergency expulsion will be released to the student's parent, guardian, parent's representative, medical providers, or law enforcement authorities. The conditions of an emergency expulsion may restrict the student's extracurricular activities according to the Student Handbook and Code of Conduct.



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** F.12.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act to approve WA Resolution 25-27 Authorizing the Filing of a Charter Renewal Application with the Texas Education Agency to continue to own and operate Westlake Academy.

ATTACHMENTS:

1. WA Res 25-27 Authorizing filing Charter Renewal Application for WA
2. Exhibit A Westlake Academy 2026 Charter Renewal App
3. TEA Info Charter Renewals

SUMMARY :

Westlake Academy's charter expires in 2026. In order to continue to operate, our charter application must be submitted by November 14, 2025, for consideration and approval by TEA.

BACKGROUND AND DISCUSSION:

Westlake Academy's charter with the Texas Education Agency (TEA) is approaching its renewal window. As part of the renewal process, the TEA requires all open-enrollment charter schools to demonstrate ongoing compliance, academic and financial performance, and organizational capacity to sustain operations consistent with state and federal requirements.

Because Westlake Academy received a failing status for the state's financial accountability standards in the 2023–2024 Financial Integrity Rating System of Texas (FIRST), the school is required to complete a discretionary charter renewal rather than the standard expedited renewal process. This discretionary renewal involves a comprehensive application and documentation review, including detailed submissions related to governance, instructional performance, fiscal management, and long-term sustainability.

Administration recommends that the Board of Trustees formally initiate the charter renewal process with TEA. This action will authorize the superintendent and administrative team to begin assembling the necessary documentation, timelines, and narrative components for submission to TEA in accordance with state deadlines.

FISCAL IMPACT:

N/A.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Authorize administration to initiate the **charter renewal process** with the **Texas Education Agency**, including preparation and submission of all required materials for discretionary renewal.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

WESTLAKE ACADEMY

RESOLUTION NO. 25-27

**A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES
AUTHORIZING THE FILING OF A CHARTER RENEWAL APPLICATION WITH THE
TEXAS EDUCATION AGENCY.**

WHEREAS, the Town of Westlake was awarded a Charter by the Texas Education Agency to own and operate Westlake Academy; and,

WHEREAS, Charter will expire in 2026 thereby necessitating the submission of the Charter Renewal Application; and,

WHEREAS, the Board of Trustees have reviewed the renewal application and finds that it appropriately reflects the information required by the Texas Education Agency; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the citizens of Westlake as well as the students, their parents, and faculty of Westlake Academy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
WESTLAKE ACADEMY:**

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 Board of Trustees of Westlake Academy does hereby approve the Charter Renewal Application for Westlake Academy, attached to this resolution as ***Exhibit “A.”***

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

SECTION 4: That this resolution shall become effective from and after its date of passage and furthermore authorizes the submittal of the Charter Application to the Texas Education Agency.

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

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Superintendent

APPROVED AS TO FORM:

Janet S. Bubert
School Attorney



Open-Enrollment Charter
Renewal Application

Westlake Academy Charter School (CDN 220810)

Due dates:

November 14, 2025 (Discretionary Renewal)

February 27, 2026 (Expedited Renewal)

Section 1 - Application Instructions

This renewal application is designed for charter schools whose contracts end on **July 31, 2026**. Completion of all sections of the application is required.

Table 1 – Renewal Process Timeline

Action	Date
Renewing charter schools attend renewal orientation meeting	September 16, 2025
Renewing charter school receives renewal application, sent to Board Chair and Superintendent	September 16, 2025
Discretionary renewal application and all attachments due to the agency submitted using this link: https://tea.sharefile.com/r-re72c6a559b8e4ab28aa9b86fd0c63282	By November 14, 2025
Notice of expiration sent to schools within one week after academic accountability and FIRST appeals are made final	December 2025
Discretionary schools receive renewal notifications and any conditions	By January 30, 2026
Expedited renewal application and all attachments due to the agency submitted using this link: https://tea.sharefile.com/r-re72c6a559b8e4ab28aa9b86fd0c63282	By February 27, 2026
All renewed schools receive contracts to be signed by board chairs and superintendents	By April 1, 2026
All contracts are finalized and fully executed by agency and board chairs and superintendents	By June 5, 2026

A Completed Renewal Application Includes the Following Documents:

- ☐ Section III: Charter School Information
- ☐ Attachment A: Current Organizational Chart
- ☐ Attachment B1: Admission and Enrollment Policy
- ☐ Attachment B2: Admission and Enrollment Application

- ☐ Attachment C: Student Code of Conduct and Student Discipline Policies
- ☐ Attachment D: Fee Collection Policies
- ☐ Attachment E: Charter School Information to be Verified
- ☐ Attachment F1-F4: Renewal Assurances and Policies for Special Populations
- ☐ Attachment G: Multi-hazard Emergency Operations Plan and Safety and Security Policies
- ☐ Attachment H: Certificate of Acknowledgement

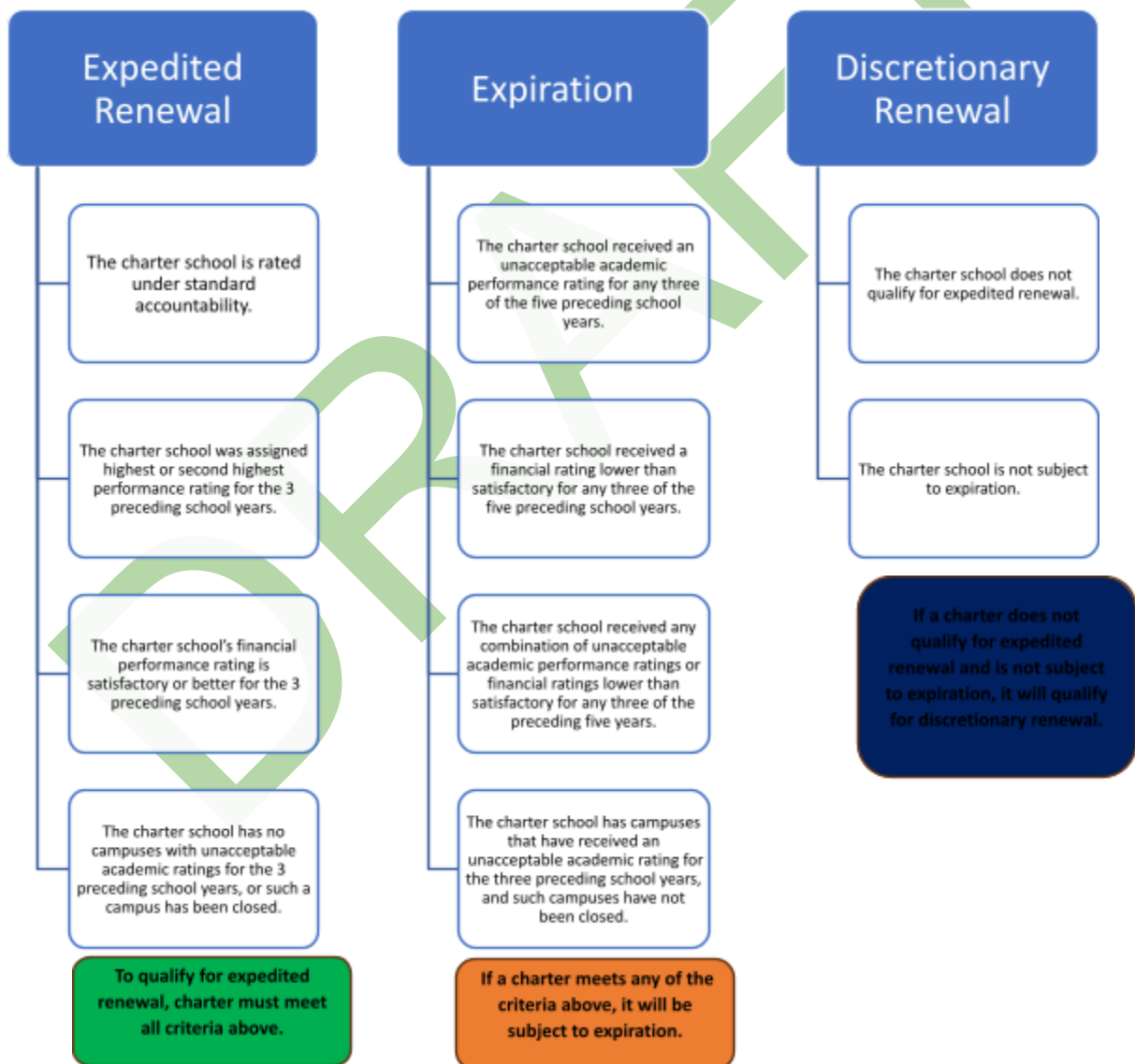
Directions for Submission

- Respond as prompted in this application.
- Place each required attachment behind the cover page for that attachment.
- Ensure that all documents have been correctly ordered and that – whenever possible -- a page number and the name of the charter appear in the footer of every page of the completed application package.
- Ensure that initials and signatures are entered on the assurances page. Electronic or manual signatures are acceptable.
- Save the document with the following naming convention: <Charter school name>_renewal application_<Date>.
- Documents can be submitted in Word or PDF format.
- Submit the completed application by **November 14, 2025 (discretionary) or February 27, 2026 (expedited)** via the following link:
<https://tea.sharefile.com/r-re72c6a559b8e4ab28aa9b86fd0c63282>

Section II - Determining Renewal Status

Texas charter schools fall into one of three pathways at the time of their contract renewal: expedited renewal, discretionary renewal, expiration.¹

Summary of Charter Performance and Designation Determination



¹ Statutory and rule authority for renewals is found in [TEC §12.1141](#), [§12.116](#), [§12.1161](#), and [TAC§100.1031, 100.1032](#)

Table 2 – Renewal Decision-Making Rubric

School Year	Academic Rating	Financial Rating	Campuses with 3 unacceptable ratings in the 3 preceding years
2024-2025	A	A	NONE
2023-2024	A	F	NONE
2022-2023	A	B	NONE
2021-2022	A	A	NONE
2020-2021	No Rating Issued	A	No Rating Issued

	Criteria	Status	Determination
Expedited Renewal	The charter school is rated under standard accountability.	MET	
	The charter school was assigned highest or second highest performance rating for the 3 preceding school years.	MET	
	The charter school's financial performance rating is satisfactory or better for the 3 preceding school years.	NOT MET	
	The charter school has no campuses with unacceptable academic ratings for the 3 preceding school years or such a campus has been closed.	MET	
Expiration	The charter school received an unacceptable academic performance rating for any three of the five preceding school years.	NOT MET	

	The charter school received a financial rating lower than satisfactory for any three of the five preceding school years.	NOT MET	
	The charter school received any combination of unacceptable academic performance ratings or financial ratings lower than satisfactory for any three of the preceding five years.	NOT MET	
	The charter school has campuses that have received an unacceptable academic rating for the three preceding school years and such campuses have not been closed.	NOT MET	
Discretionary Renewal	The charter school does not qualify for expedited renewal.	MET	QUALIFIES FOR DISCRETIONARY
	The charter school is not subject to expiration.	MET	

Westlake Academy Charter School qualifies for discretionary renewal.

Section III: Charter School Information

Review the data below to confirm that it is accurate. If you detect any errors, please describe the error or errors on Attachment E.

Charter/District Name	WESTLAKE ACADEMY CHARTER SCHOOL
Charter Holder	TOWN OF WESTLAKE
CDN	220810
Campus/Site Data	See Attachment E
Generation	7
Date Charter Was First Approved	July 13, 2001
Proposed Contract Start Date	July 1, 2026
Proposed Contract End Date	June 30, 2036
Approved Grade Levels	K-12
Maximum Enrollment	450

Section IV - Renewal Performance Report

Charter School: WESTLAKE ACADEMY CHARTER SCHOOL

Superintendent: Dr. Kelly Ritchie

Charter Holder: TOWN OF WESTLAKE

Board President: Kim Greaves

Website: <https://www.westlakeacademy.org/>

Table 3 – Enrollment

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Enrollment	865	877	875	888	877

Data source: PEIMS

Table 4 - Academic Accountability Data

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
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Overall		A	A	A	A
Student Achievement		A	A	A	A
School Progress		A	A	B	A
Closing Gaps		A	A	A	A

*Note: Ratings were not issued for the year 2020-21.

Data sources: Annual data from [Texas school report cards](#), the [Texas Accountability Rating System](#), and the [Texas Consolidated School Rating Report](#)

Table 5 - Campus Academic Performance

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Academic Accountability Rating		A	A	A	A

*Note: Ratings were not issued for the year 2020-21.

Data sources: Annual data from [Texas school report cards](#), the [Texas Accountability Rating System](#), and the [Texas Consolidated School Rating Report](#)

Table 6 – Accreditation Status

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Accreditation Status	Accredited	Accredited			Accredited

*Note: Ratings were not issued for the years 2019-20 and 2020-21 and last updated in 2023.

Data source: [TEA Accreditation Status webpage](#)

Table 7 – Financial Accountability

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Charter FIRST	A	A	B	F	A

Data source: [Charter FIRST ratings](#)

Table 8 - Charter School Performance Frameworks

	2021 CSPF	2022 CSPF	2023 CSPF	2024 CSPF	2025 CSPF
Overall		98			
Academic Standard		99			
Financial Standard		97			
Operational Standard		92			

Data source: [Charter School Performance Framework reports](#)

Table 9 – Operational Data

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Texas Workforce Commission	No Concerns	No Concerns	No Concerns	No Concerns	No Concerns
Teacher Retirement System	No Concerns	No Concerns	No Concerns	No Concerns	No Concerns
Texas Department of Agriculture	No Concerns	No Concerns	No Concerns	No Concerns	No Concerns
Results Driven Accountability	No Concerns	No Concerns	No Concerns	No Concerns	No Concerns

Data Sources: Texas Workforce Commission, Teacher Retirement System, Texas Department of Agriculture, and [TEA Results Driven Accountability Reports and Data](#)

Section V - Response to Renewal Performance Report

Please respond to the following three prompts (Academic, Financial, Operational Performance), carefully addressing the criteria in the evaluation rubric. Any response classified as Approaches Expectations or Does Not Meet Expectations will require clarification from the school.

Table 10 – Evaluation Rubric

Meets Expectations	Approaches Expectations	Does Not Meet Expectations
The response: • demonstrates a thorough, organization-wide understanding of all concerns;	The response: • demonstrates a basic understanding of a majority of concerns;	The response: • does not demonstrate an understanding of the concern;
• details specific actions the charter school will	• details some actions the charter school will	• does not include actions the charter school will take to

take to achieve and maintain high quality;	take to achieve and maintain high quality;	achieve and maintain high quality;
describes how data is being used to improve performance;	attempts to use data to improve performance;	does not use data to improve performance;
presents a comprehensive plan for future short-term and long-term success;	presents a basic plan for future short-term and long-term success;	does not present a plan for future short-term and long-term success;
evaluates the school's resources and capacity for meeting goals;	considers the school's resources and capacity for meeting goals;	does not consider the school's resources and capacity for meeting goals;
includes specific, detailed strategies for achieving performance goals;	includes strategies for achieving performance goals;	does not include strategies for achieving performance goals;
uses metrics to determine whether the performance goals have been met; and/or	uses metrics to determine whether the performance goals have been met; and/or	does not use metrics to determine whether the performance goals have been met; and/or
establishes target dates by which interim and long-term goals will be met.	establishes target dates by which interim and long-term goals will be met.	does not establish target dates by which interim and long-term goals will be met.

Academic Performance Summary

- In 2024-2025, the charter school's overall academic accountability was an **A**
- In its 2022 CSPF, the charter school's overall score was **98**
- In its 2022 CSPF, the charter school's Academic Performance Score was **99**

Academic Performance Response (Please limit the response to the academic performance prompt to no more than 5 pages)

- Provide a detailed response that considers the school's academic performance and explains how the school will achieve and/or maintain an A or B rating over the next ten years.

- As part of your response, explain how the school will meet the academic needs of all students at the school, including students with disabilities, emergent bilingual students, economically disadvantaged students, and other traditionally educationally disadvantaged populations so that the performance of students in these groups meets or exceeds the performance of all students.
- The response should contain clear, measurable program goals and student learning objectives, describing in detail the involvement of staff, students, and community stakeholders in student learning and should include a plan that contains:
 - o Specific, detailed strategies for achieving performance goals
 - o Metrics used to determine whether the performance goals have been met
 - o Target dates by which interim and long-term goals will be met

Click or tap here to enter text.

Financial Performance Summary

- In its 2025 Charter FIRST report, the charter school's rating was an **A**.
- In its 2022 CSPF, the charter school's Financial Performance score was **97**.

Financial Performance Response (Please limit the response to the financial performance prompt to no more than 5 pages)

- Provide a detailed response that considers the school's financial performance and explains how the school will achieve and maintain Superior (A) or Above Standard Achievement (B)

financial performance over the next ten years. The response should include a plan that contains:

- o Specific, detailed strategies for achieving performance goals
- o Metrics used to determine whether the performance goals have been met
- o Target dates by which interim and long-term goals will be met

Click or tap here to enter text.

DRAFT

Operational Performance Summary

- In its 2022 CSPF, the school's Operational Performance score was 92.

Operational Performance Response (Please limit the response to the operational performance prompt to no more than 5 pages)

- Provide a detailed response that considers the school's operational performance and explains how the school will achieve and maintain high quality operational performance over the next ten years. The response should include a plan that contains:
 - o Specific, detailed strategies for achieving performance goals
 - o Metrics used to determine whether the performance goals have been met
 - o Target dates by which interim and long-term goals will be met

Click or tap here to enter text.

DRAFT

Section VI – Attachments

Attachment A - Organizational Chart

Submit the most recent organizational chart that shows the governance, management, and staffing structures for the charter school.

The organizational chart must clearly delineate the roles and responsibilities of—and lines of authority and reporting among:

- the governing board
- staff
- any related bodies (such as advisory bodies)
- any external organizations that play a role in managing the charter holder and the charter school.

The organizational chart must also document clear lines of authority and reporting within the charter holder and the charter school.

DRAFT

Attachment B1 - Admissions and Enrollment Policy

Provide a copy of the charter school's most recently adopted Admissions and Enrollment Policy.

DRAFT

Attachment B2 - Admissions and Enrollment Applications

Part A: Admissions application.

Please verify the following:

- ☐ The charter school uses the admissions application form exactly as it appears on the TEA website.
- ☐ The charter school application includes all the components of the common application but in the school's own format. If this is the case, please attach a copy of that application.

Part B: Enrollment application

Please provide a copy of the enrollment application the charter school uses to enroll students in the school once they have been accepted through the admissions process.

DRAFT

Attachment C - Student Code of Conduct and Student Discipline Policies

- Please provide a copy of the school's student code of conduct.
- Please provide a copy of the school's discipline policies. Note, if your school uses the student code of conduct as the school's discipline policy, no additional policy submission is required. Select one choice from the two options below:

Option 1: School discipline policy is attached because the school has a separate discipline policy in addition to the student code of conduct.

___ (*superintendent initial*)

Option 2: The student code of conduct serves as the school's discipline policy and no discipline policy is attached.

___ (*superintendent initial*)

Attachment D - Fee Collection Policies and Procedures

Provide a copy of the charter's policy related to the collection of fees, including fees as established in statute as approved by the governing board of the charter school as found in TEC [§12.108](#) and aligned with the authority to collect fees as outlined in [TEC §11.158](#). The policy should address allowable and unallowable fees.

DRAFT

Attachment E – Verification of Charter School Information

Below is a list of campuses and sites that your school is approved to operate. Each facility listing includes the following details:

- County District Campus Number (CDCN) associated with facility (if assigned)
- Name
- Address
- Status – Active, Approved (Campus number not yet assigned), Under Construction, or Dormant

Please review each listing.

- If you detect any errors on this list or the table in Section III: Charter School Information, please describe the error or errors on this attachment.
- Please initial and complete the statement below.

CDCN	Campus or Site	Name	Address	Status
101840	Campus	Westlake Academy Charter School	2600 JT Ottinger, Westlake, Texas 76262	Active

The charter holder certifies that the information in **Section III and Attachment E** has been reviewed. ____ (Superintendent initial)

Any errors that were detected are described below:

Attachments F1-F4: Renewal Assurances and Policies for Special Populations

Superintendent must initial each section 1-4 below:

1. Special Education Assurances *(superintendent initial)*

____ The charter holder certifies it has policies and procedures in place that ensure implementation of all federal laws and regulations, Texas laws, State Board of Education (SBOE) and commissioner of education rules related to students with disabilities and further certifies any future amendments to the laws, regulations, and rules will be incorporated and implemented.

Attachment F1- Please provide a copy of all currently adopted special education policies.

2. Bilingual/ESL Assurances *(superintendent initial)*

____ The charter holder certifies it has policies and procedures in place to ensure it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to Emergent Bilingual students. The charter holder further certifies that any future amendments to the laws, regulations, and rules will be incorporated and implemented.

Attachment F2: Please provide a copy of all currently adopted Bilingual/ESL policies.

3. Section 504 Assurances *(superintendent initial)*

____ The charter holder certifies it has policies and procedures in place to ensure it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504. The charter holder further certifies that any future amendments to the laws, regulations, and rules will be incorporated and implemented.

Attachment F3: Please provide a copy of all currently adopted Section 504 policies.

4. Dyslexia Assurances *(superintendent initial)*

____ The charter holder certifies it has policies and procedures in place to ensure it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders. The charter holder further certifies that any future amendments to the laws, regulations, and rules will be incorporated and implemented.

Attachment F4: Please provide a copy of all currently adopted dyslexia policies.

DRAFT

Attachment G - Safety and Security Policies and Multi-hazard Emergency Operations Plan

Provide a copy of all policies related to school safety and security and provide a copy of the school's most recent multi-hazard emergency operations plan, as required under [TEC §37.108](#).

DRAFT

Attachment H – Certificate of Acknowledgement

The undersigned superintendent and members of the governing body of the charter holder hereby acknowledge that they have reviewed the completed renewal application and have authorized its submission, during an open meeting, to the commissioner of education for consideration of the renewal of the charter.

For each member of the governing body, please provide the board member title as appropriate. For board officers, please indicate the title for the office held. Each governing board must have a president and a secretary; governing boards can also have optional offices such as treasurer, vice-president, parliamentarian, etc. The title of board members who are not officers of the board should be listed as "Board Member". Please add additional rows as necessary.

The signatures may be electronic or manual. Documents can be submitted in Word or PDF format.

Typed Name	Title	Signature	Date
	Superintendent		

Charter School Renewals

Renewals

A charter must apply for renewal five years after the charter is first awarded, and then every ten years thereafter. Rules outlining the renewal process are written in 19 TAC §100.1037 [↗](https://texas-sos.appianportalsgov.com/rules-and-meetings?locale=en_US&interface=VIEW_TAC_SUMMARY&queryAsDate=09%2F29%2F2025&recordId=226078) (https://texas-sos.appianportalsgov.com/rules-and-meetings?

\$locale=en_US&interface=VIEW_TAC_SUMMARY&queryAsDate=09%2F29%2F2025&recordId=226078) – Renewal of an Open-Enrollment Charter.

Renewing charter schools must submit a renewal application that will be considered as part of the renewal process. During the renewal process, charter schools will receive further communications and guidance from the charter division regarding their renewal. Charter schools will receive notification from the commissioner regarding their renewal determination at the completion of the renewal process. To assist charter schools in the review of required documents that are submitted as part of the renewal process, a required elements checklist will be provided during the renewal cycle.

2026

- Arrow Academy
- Burnham Wood Charter School District
- Compass Academy Charter School
- Cumberland Academy
- Dr. M.L. Garza-Gonzalez Charter School
- Education Center International Academy

- Essence Preparatory Charter School
- George Gervin Academy
- Inspire Academies
- Leadership Prep School
- Legacy Traditional Schools - Texas
- Newman International Academy Of Arlington
- Southwest Public Schools
- The Lawson Academy
- The Varnett Public School
- Thrive Center For Success
- Two Dimensions Preparatory Academy
- Westlake Academy Charter School

Renewal Eligibility Requirements

- Academic Performance
- Financial Performance
- 3-Year F Campus

Renewal Categories

Expedited Renewal

- Charter holder has been assigned the highest or second highest academic performance rating for the three preceding school years,
- Charter holder has been rated satisfactory or better for the three preceding school years on Charter FIRST, and
- Charter school has no campuses rated “F” for three preceding years.
- The commissioner has 30 days to grant or deny the expedited renewal application.

Discretionary Renewal

- Charter school does not meet either the academic or financial standards for expedited renewal.
- The commissioner has 90 days to grant or deny the discretionary renewal application.

Contact Information

For additional support, email the Charter Portfolio Team:

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Charter School Portfolio Coordinator

A-D Charter Schools, M-So Charter Schools, Texas College Preparatory Academies

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Charter School Portfolio Coordinator

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Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** G.1.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: **(TABLED 09.16.2025)** Discuss, consider and act to approve the Westlake Academy Parent-Student Handbook.

ATTACHMENTS:

1. Supplemental Item H.5. 9.16.25 WA Parent Student Handbook

SUMMARY :

Consideration of this item was Tabled by approved action of the Board at the September 16, 2025 Regular Meeting to allow ore time for parent and community review of the proposed handbook.

BACKGROUND AND DISCUSSION:

At the September Board meeting, the approval of the 2025–2026 Parent–Student Handbook was tabled pending time for additional review. Board approval is needed specifically for the Code of Conduct, which is a small section of the entire parent-student handbook.

The Student Code of Conduct establishes behavioral expectations, disciplinary procedures, and due process protections for all students in accordance with the Texas Education Code and Board policy. Annual Board approval of the SCOC is required to ensure compliance with state law and alignment with the Academy’s International Baccalaureate philosophy and local campus culture.

Accordingly, administration recommends removing the tabled item related to the Parent–Student Handbook from the agenda and replacing it with a consent agenda item requesting approval of the 2025–2026 Student Code of Conduct as presented. The full Parent–Student Handbook, inclusive of general operational and communication updates, has been updated and reviewed by campus administration.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends that the Board approve the 2025–2026 Student Code of Conduct as presented and remove the previously tabled Parent–Student Handbook item from Board consideration.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



Parent/Student Handbook

2025-2026



The Village Blacksmith

Henry Wadsworth Longfellow

Under a spreading chestnut tree
The village smithy stands;
The smith, a mighty man is he,
With large and sinewy hands;
And the muscles of his brawny arms
Are strong as iron bands.

His hair is crisp, and black, and long,
His face is like the tan;
His brow is wet with honest sweat,
He earns what'er he can,
And looks the whole world in the face,
For he owes not any man.

Week in, week out, from morn till night,
You can hear his bellows blow;
You can hear him swing his heavy sledge,
With measured beat and slow,
Like a sexton ringing the village bell,
When the evening sun is low.

And children coming home from school
Look in at the open door;
They love to see the flaming forge,
And hear the bellows roar,
And catch the burning sparks that fly
Like chaff from a threshing floor.

He goes on Sunday to the church,
And sits among his boys;
He hears the parson pray and preach,
He hears his daughter's voice,
Singing in the village choir,
And it makes his heart rejoice.

It sounds to him like her mother's voice,
Singing in Paradise!
He needs must think of her once more,
How in the grave she lies;
And with his hard, rough hands he wipes
A tear out of his eyes.

Toiling, -- rejoicing, -- sorrowing,
Onward through life he goes;
Each morning sees some task begin,
Each evening sees it close;
Something attempted, something done,
Has earned a night's repose.

Thanks, thanks to thee, my worthy friend,
For the lesson thou hast taught!
Thus at the flaming forge of life
Our fortunes must be wrought;
Thus on its sounding anvil shaped
Each burning deed and thought.



Table of Contents

[Table of Contents](#)

[Message from Westlake Academy's Leadership Team](#)

[INTERNATIONAL BACCALAUREATE MISSION STATEMENT](#)

[IB Mission Statement](#)

[WA Mission](#)

[What is an IB Education?](#)

[International Mindedness](#)

[The IB Learner Profile](#)

[An Inter-Connected Curriculum in all three IB programmes](#)

[Approaches to Teaching](#)

[Approaches to Learning](#)

[In all IB programmes, the approaches to learning are based on five skills:](#)

[NONDISCRIMINATION POLICY](#)

[IB students strive to be:](#)

[Inquirers](#)

[Knowledgeable](#)

[Thinkers](#)

[Communicators](#)

[Principled](#)

[Open-minded](#)

[Caring](#)

[Risk-takers](#)

[Balanced](#)

[Reflective](#)

[IB parents strive to be:](#)

[Inquirers](#)

[Knowledgeable](#)

[Thinkers](#)

[Communicators](#)

[Principled](#)

[Open-minded](#)

[Caring](#)

[Risk-takers](#)

[Balanced](#)

[Reflective](#)

[WESTLAKE ACADEMY SCHOOL MANAGEMENT STRUCTURE](#)



[Board of Trustees](#)

[Head of School](#)

[Elementary School \(Grades K-5\)](#)

[Middle School \(Grades 6-8\)](#)

[High School \(Grades 9-12\)](#)

[Additional Leadership roles](#)

[ROLES AND RESPONSIBILITIES](#)

[Board of Trustees](#)

[Head of School](#)

[Principals](#)

[Teachers and School Staff](#)

[Students](#)

[Parents](#)

[PARENTS AS PARTNERS IN THE IB](#)

[Late Start Wednesdays](#)

[PRIMARY YEARS PROGRAMME OVERVIEW](#)

[Early Dismissal for Kindergarten Students](#)

[The Curriculum](#)

[Agency-Voice, Choice, and Ownership](#)

[The Five Elements of the PYP](#)

[Inquiry-based Learning](#)

[Kindergarten – Grade 5 Programs](#)

[Areas of Learning](#)

[The Exhibition](#)

[Supporting the Classroom Program](#)

[STEM Specialist](#)

[Literacy Specialist](#)

[**PYP Academic Reporting Policies and Guidelines**](#)

[Planning, Assessment, and Reporting](#)

[Types of Assessment - External](#)

[Diagnostic Reading Assessments](#)

[State Assessments](#)

[PYP Reporting Process](#)

[Two Components Reporting](#)

[The PYP Report Card](#)

[PYP Daily Schedule-](#)

[\(Please see below for the Late Start Wednesday Schedule\)](#)

[PYP Late Start Wednesday Schedule](#)



[PYP Homework](#)

[Reading for Pleasure](#)

[Class Placement](#)

[Retention](#)

[Promotion Under the Texas Education Code](#)

[MIDDLE YEARS PROGRAM ACADEMIC OVERVIEW](#)

[Conceptual Learning](#)

[The Personal Project](#)

[MYP Service as Action](#)

[MYP Service as Action Levels of Service](#)

[Level One](#)

[Level Two](#)

[Level Three](#)

[Level Four](#)

[MYP Student Assessment Guidelines](#)

[Student Assessment Policy](#)

[Middle Years Programme Guidelines](#)

[Criterion-related assessment](#)

[MYP Assessment Criteria](#)

[ALL MYP GRADE LEVELS:](#)

[MYP Semester Grade Boundaries](#)

[Middle School Grade Levels \(grades 6 to 8\):](#)

[High School Grade Levels \(grades 9 and 10\)](#)

[MYP Grade Conversion for State of Texas Reporting](#)

[Final IB Grade Levels* \(Semester Report Cards-January and June\)](#)

[MYP Reporting Cycle](#)

[DIPLOMA PROGRAMME OVERVIEW](#)

[Subject Group and Course Offerings Include:](#)

[Core Requirements of the Diploma Programme](#)

[Additional requirements for the state of Texas](#)

[Diploma Programme \(DP\) Assessment Guidelines](#)

[DP Summative Exam Retake Policy](#)

[Assessment in the Diploma Programme \(DP\) by the International Baccalaureate Organization](#)

[Internal Assessment](#)

[External Assessment](#)

[SECONDARY LATE WORK AND MAKEUP WORK POLICY](#)

[Homework](#)

[Late or Missing Work](#)



Parent / Student Handbook 2025-2026

[Secondary Grading Policy](#)

[SECONDARY DAILY SCHEDULE](#)

[COURSE CREDIT POLICIES](#)

[Approved Courses Included in Formal Cumulative Grade Point Average \(CGPA\)](#)

[Quality Points for IB Courses](#)

[Secondary Retention Guidelines, Credit Recovery Policy, and Promotion](#)

[Retention](#)

[Promotion Under the Texas Education Code](#)

[Guidelines for Schedule Changes](#)

[Notice to Parents of Potential Course Failures](#)

[Evaluation of Credits for Transfer Students](#)

[Secondary Credit/Acceleration: Guidelines and Procedures](#)

[Off-Campus Credit](#)

[GRADUATION GUIDELINES](#)

[Secondary Graduation Policy](#)

[Academic Recognition](#)

[Valedictorian, Salutatorian, and Top 10% Determination](#)

[Honor Graduate Determination](#)

[Academic Achievement Record/Transcript](#)

[STANDARDIZED ASSESSMENTS](#)

[Whole School Assessment](#)

[National French and National Spanish Exams](#)

[College Entrance Exams](#)

[ACADEMIC INTEGRITY](#)

[What is Academic Dishonesty?](#)

[Examples of academic misconduct, intellectual property, and authentic authorship](#)

[Examples of conventions for citing and acknowledging original authorship](#)

[Distinction between legitimate collaboration and unacceptable collusion](#)

[Academic Integrity Pledge](#)

[Consequences Related to Academic Integrity](#)

[Consequences for academic dishonesty in the Elementary School:](#)

[Consequences for academic dishonesty in the Middle School:](#)

[Consequences for academic dishonesty in the High School:](#)

[Determination of academic dishonesty in the High School](#)

[**STUDENT SERVICES**](#)

[SPECIAL EDUCATION AND SECTION 504](#)

[Aiding Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services](#)

Parent / Student Handbook 2025-2026



[Special Education Referrals:](#)

[Dyslexia Specialist/Language Therapist](#)

[Contact Persons for Special Service Referrals:](#)

[Section 504 Referrals:](#)

[Contact Persons for Section 504 Referrals:](#)

[Counseling Services](#)

[Program Overview](#)

[NOTICE OF POLICIES FOR REPORTING CHILD ABUSE AND NEGLECT](#)

[HEALTH AND SAFETY](#)

[Medical Attention](#)

[Return to School after illness](#)

[Infectious Diseases/Conditions](#)

[Emergency Medical Treatment Consent](#)

[Westlake Academy Medication Administration Request](#)

[FREE LUNCH AND SCHOOL ASSISTANCE](#)

[Financial Assistance for IB Exams and AP Exams](#)

[Standardized testing \(SAT, ACT, PSAT\)](#)

[AP Exams](#)

[IB Exams](#)

[IB Assessment Fees and Services](#)

[Financial Assistance for School-Related Travel](#)

[STUDENT AND PARENT'S RIGHTS AND RESPONSIBILITIES](#)

[STUDENT RECORDS AND PARENTAL RIGHTS](#)

[Notice Of Parent And Student Rights Family Educational Rights And Privacy Act \(FERPA\) And Directory Information](#)

[ATTENDANCE](#)

[Parental/Guardian Cooperation](#)

[Compulsory Attendance](#)

[Exemptions to Compulsory Attendance \(\\$25.086\)](#)

[Medical Absences](#)

[International trips](#)

[College Visits, Career Exploration, and Military Enlistment \(Exemptions to the 90% rule\)](#)

[Attendance Review Committee and the 90% Rule](#)

[Know Your Number in Grades 6-12](#)

[Parental Notice of Excessive Absences](#)

[Failure to Comply with Compulsory Attendance](#)

[Students with Disabilities](#)

[Truancy](#)



Parent / Student Handbook 2025-2026

[Documentation after an Absence \(All Grade Levels\)](#)

[Tardiness](#)

[Secondary Tardiness Consequences](#)

[Driver License Attendance Verification \(Secondary Grade Levels Only\)](#)

[Arriving And Leaving School](#)

[Closed Campus](#)

[Drop-Off and Pick-Up Procedures](#)

[Carline Procedures for Afternoon Early Dismissal in the Secondary](#)

[Leaving Early](#)

[DP Late Arrival/Early Release](#)

[IB Learner Expectations and Behaviors](#)

[Westlake Academy IB Learner Expectations and Behaviors](#)

[Expectations and Behaviors at Assemblies, Performances, Field Trips, Lunch and Recess Breaks](#)

[Expectations for lunchtimes](#)

[Lockers in the PYP](#)

[Parental Compliance](#)

[School and Personal Property](#)

[Electronic Devices and Cell Phones](#)

[Damage to School Property](#)

[Textbooks and School Materials Loaned to Students](#)

[Student Searches](#)

[Campus Vigilance](#)

[UNIFORM REQUIREMENTS](#)

[Primary Girl Casual Uniform \(Monday- Friday\):](#)

[Primary Boy Casual Uniform \(Monday- Friday\):](#)

[Additional Uniform Requirements](#)

[Secondary Uniform Requirements and Expectations](#)

[Secondary Girl Casual Uniform \(Monday- Friday\):](#)

[Secondary Boy Casual Uniform \(Monday- Friday\):](#)

[Student Picture ID](#)

[Picture ID](#)

[General Uniform Information:](#)

[Spirit Days](#)

[Consequences of Uniform Violations:](#)

[Lost and Found](#)

[DISCIPLINE AND DISCIPLINARY PROCEDURES](#)

[Student Code of Conduct](#)

[PARENT/STUDENT QUESTION AND COMPLAINT PROCEDURES](#)



Parent / Student Handbook 2025-2026

[Informal Resolution](#)

[Formal Complaint General Provisions](#)

[Formal Complaint Process](#)

[ANTI-BULLYING GUIDELINES](#)

[Possible Signs](#)

[Encouragement to Tell](#)

[Active and Passive Bullying](#)

[Prevention](#)

[SECONDARY STUDENT LIFE](#)

[EXTRACURRICULAR PROGRAMS AND ATHLETICS](#)

[Secondary Athletic Programs](#)

[Texas Association of Independent Athletic Organization \(TAIAO\)](#)

[Eligibility](#)

[Conduct](#)

[Athletics Transportation and Uniforms](#)

[Secondary Clubs and Organizations](#)

[Student Council](#)

[National Honor Society & National Junior Honor Society](#)

[STUDENT DRIVERS](#)

[STUDENT TRIPS](#)

[Planning and Organizing Student Trips for the 2025-2026 School Year](#)

[Chaperone Responsibilities](#)

[Financing](#)

[Transportation](#)

[HOUSE SYSTEM](#)

[Westlake Academy Houses](#)

[PARENT INVOLVEMENT & COMMUNICATION](#)

[PYP Classroom Guidelines](#)

[WESTLAKE ACADEMY AFFILIATES](#)

[Westlake Academy Foundation \(WAF\)](#)

[House of Commons \(HOC\)](#)

[Campus Leadership Team \(CLT\)](#)

[Westlake Academy Booster Club](#)

[COMMUNICATION](#)

[Lines of Communication](#)

[WEATHER-RELATED CLOSINGS, DELAYS & EARLY DISMISSALS](#)

[Who decides whether the Academy will be delayed, dismissed early, or closed?](#)

[How do we decide to close, delay, or dismiss students early?](#)



Parent / Student Handbook 2025-2026

[How will parents and students be notified?](#)

[Delayed Start](#)

[Early Dismissal](#)

[TECHNOLOGY USE & ELECTRONIC COMMUNICATIONS](#)

[Technology Terms and Conditions](#)

[GENERAL IPAD EXPECTATIONS, USAGE, AND CONSEQUENCES](#)

[PRINTING AT WESTLAKE ACADEMY](#)

[Appendix B: Financial/School Assistance Form](#)

[Appendix D](#)

[WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT FORM- LEVEL ONE](#)

[WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT FORM - LEVEL TWO](#)

[WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT FORM - LEVEL THREE](#)

[Westlake Academy Code of Conduct](#)

[Parent / Student Handbook 2025-2026](#)



Message from Westlake Academy's Leadership Team

Dear Parents, Students, and Staff,

Welcome to the new school year of 2025-2026! As we start another academic year together, we want to warmly welcome our new students and their families and welcome back our returning students and staff.

At Westlake Academy, we believe in providing our students with the highest quality education through the International Baccalaureate continuum, with a focus on college preparation and skills for lifelong learning. We are committed to fostering an academic excellence environment where our students can learn, grow, and reach their full potential.

This year brings new opportunities for all of us. Our dedicated teachers and staff have been hard at work preparing for the upcoming year, and we have many exciting plans in store. We are committed to providing a rigorous, challenging curriculum that will challenge and engage our students and prepare them for success in college and beyond.

So, let's work together to make this a successful year filled with new opportunities and outstanding achievements. I wish you all the best for the upcoming school year!

Westlake Academy Leadership Team



2025-2026 A/B School Year Calendar ([Click HERE to Download](#))



GUIDING PRINCIPLES

INTERNATIONAL BACCALAUREATE MISSION STATEMENT

IB Mission Statement

The International Baccalaureate aims to develop inquiring, knowledgeable, and caring young people who help to create a better and more peaceful world through intercultural understanding and respect.

To this end, the organization works with schools, governments, and international organizations to develop challenging programmes of international education and rigorous assessment.

These programmes encourage students worldwide to become active, compassionate, and lifelong learners who understand that other people, with their differences, can also be right.

WA Mission

Westlake Academy is an IB Continuum School where students become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world.

What is an IB Education?

As an IB world school offering the Primary, Middle, and Diploma Years Programmes, it is essential to understand how an IB education differs from other education programs. Our IB philosophy pertains to students, teachers, and the WA community. Westlake Academy acknowledges the importance of knowledge and a caring environment that develops international-minded people with intercultural understanding and respect. Our IB programs are challenging, significant, and relevant in exploring global perspectives to create active and compassionate life-long learners.

Our IB Programmes develop rigor in content and assessment. The word rigor means more than the content, as it refers to the complex elements or ingredients that create an internationally minded people that can contribute to our complex and interconnected world.

There are four main ingredients of what it means to be part of an IB education.



International Mindedness

This is the individual's ability to recognize our common humanity and shared guardianship of the planet. Students at every grade level have opportunities for sustained inquiry into various local and global issues and ideas. Students demonstrate how to reflect on their perspectives, culture, and identities.

The IB Learner Profile

This profile is the IB and Westlake Academy mission in action. The IB learner profile represents a broad range of human capacities and responsibilities encompassing intellectual, personal, emotional, and social growth. Developing and demonstrating the attributes of the learner profile provides an essential foundation for international-mindedness. The learner profile supports students in taking action for positive change.

The IB learner profile develops students who are inquirers, knowledgeable, caring, open-minded, balanced, principled, risk-takers, communicators, thinkers, and reflective learners—traits that promote an internationally minded person.

An Inter-Connected Curriculum in all three IB programmes

PYP: Learning aims to transcend traditional boundaries between subject areas. Students explore six transdisciplinary themes of global significance: who we are, where we are in place and time, how we express ourselves, how the world works, how we organize ourselves, and how we share the planet.

MYP: Students explore six global contexts that are developed from and extend the Primary Years Programme transdisciplinary themes: identities and relationships, personal and cultural expression, orientation in space and time, scientific and technical innovation, fairness and development, and globalization and sustainability.

DP: The curriculum comprises six subject groups and the three elements of the Diploma Programme core. One of these core elements is the theory of knowledge course, which encourages students to become more aware of their perspectives and assumptions by exploring the fundamental question of how we know what we know.

All IB programmes also require the completion of a culminating project (the Primary Years Programme exhibition, Middle Years Programme personal project or community project, or Diploma Programme extended essay). These projects allow students to showcase their knowledge, understanding, and skills.



Meaningful assessment supports curricular goals. In IB programmes, assessment is, therefore, ongoing, varied, and integral to the curriculum. IB schools use a range of strategies and tools to assess student learning. Emphasis is placed on the importance of analyzing assessment data to inform teaching and learning and on recognizing that students benefit from learning how to assess their own work and the work of others.

Approaches to Teaching

In all IB programmes, teaching is:

- Based on inquiry. A strong emphasis is placed on students finding information and constructing their own personal understandings.
- Focused on conceptual understanding. Concepts are explored to deepen disciplinary understanding and help students connect and transfer learning to new contexts.
- Developed in local and global contexts. Teaching uses real-life contexts and examples, and students are encouraged to process new information by connecting it to their own experiences and the world around them.
- Focused on effective teamwork and collaboration. This includes promoting teamwork and cooperation among students but also refers to the collaborative relationship between teachers and students.
- Designed to remove barriers to learning. Teaching is inclusive and values diversity. It affirms students' identities and aims to create learning opportunities that enable students to develop and pursue appropriate personal goals.
- Informed by assessment. Assessment plays a crucial role in supporting, as well as measuring, learning. This approach also recognizes the vital role of providing students with effective feedback.

Approaches to Learning

Through the Approaches to Learning (ATL), our students develop relevant skills across the curriculum that assist them in learning how to learn. ATL skills provide a solid foundation for learning independently and with others. ATL skills are the tools our students need to become self-regulated, intrinsically motivated learners. ATL skills help students prepare for and demonstrate learning through meaningful assessment. They provide a common language that students and teachers can use to reflect on and articulate the learning process (MYP: FPIP, 2014, p. 20 & 97).

In all IB programmes, the approaches to learning are based on five skills:

- **Thinking skills**, including skills such as critical thinking, creative thinking, and learning transfer
- **Research skills**, including skills such as consuming and producing information
- **Communication skills**, including skills such as receptive and expressive communication, as



well as multimodalities

- **Social skills**, including collaborative skills such as interpersonal relationships and social and emotional intelligence
- **Self-management skills**, including organizational skills such as managing time and tasks, and affective skills such as managing state of mind and motivation.

These skills are grounded in the belief that learning how to learn is fundamental to a student's education. The skills aim to empower IB students of all ages to become self-regulated learners who know how to ask good questions, set practical goals, pursue their aspirations, and be determined to achieve them. They also help to support students' sense of agency, encouraging them to see their learning as an active and dynamic process. The same five categories of skills span all IB programmes, with the skills then emphasized in developmentally appropriate ways within each programme. The development of these skills plays a crucial role in supporting the IB's mission to develop active, compassionate, and lifelong learners. Although these skill areas are presented as distinct categories, there are close links and areas of overlap between them, and these categories should be seen as interrelated.

NONDISCRIMINATION POLICY

Westlake Academy does not discriminate based on race, religion, color, national origin, gender, sexual orientation, or disability in providing education services, activities, and programs by Title VI of the Civil Rights Act of 1964 as amended; Title IX of the Educational Amendments of 1972; and Title II of the Americans with Disabilities Act of 1990 (ADA) as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 as amended. Westlake Academy representatives have been designated to coordinate compliance with nondiscrimination policies.

If you have concerns about discrimination based on gender or sexual harassment, contact the Academy's Title IX Coordinator, Michelle Briggs, at 817-490-5761.

If you have concerns about discrimination based on disability, contact Jennifer Hinds, Special Populations Coordinator at Westlake Academy.



The IB Learner Profile ~ Students

All IB programmes aim to develop internationally minded people who recognize their common humanity and shared guardianship of the planet and help create a better and more peaceful world.

IB students strive to be:

Inquirers	They develop their natural curiosity, acquire the skills necessary to conduct inquiry and research, and show independence in learning. They actively enjoy learning, and this love of learning will be sustained throughout their lives.
Knowledgeable	They explore concepts, ideas, and issues with local and global significance. In doing so, they acquire in-depth knowledge and develop understanding across a broad and balanced range of disciplines.
Thinkers	They exercise initiative in applying critical and creative thinking skills to recognize and approach complex problems and make reasoned, ethical decisions.
Communicators	They understand and express ideas and information confidently and creatively in more than one language and a variety of modes of communication. They work effectively and willingly in collaboration with others.
Principled	They act with integrity and honesty, with a strong sense of fairness, justice, and respect for the dignity of individuals, groups, and communities. They take responsibility for their actions and the consequences that accompany them.
Open-minded	They understand and appreciate their cultures and personal histories and are open to other individuals' and communities' perspectives, values, and traditions. They are accustomed to seeking and evaluating a range of points of view and are willing to grow from the experience.
Caring	They show empathy, compassion, and respect towards the needs and feelings of others. They are committed to service and act to make a positive difference in the lives of others and the environment.
Risk-takers	They approach unfamiliar situations and uncertainty with courage and forethought and have the independence of spirit to explore new roles, ideas, and strategies. They are brave and articulate in defending their beliefs.
Balanced	They understand the importance of intellectual, physical, and emotional balance to achieve personal well-being for themselves and others.
Reflective	They thoughtfully consider their own learning and experience. They are able to assess and understand their strengths and limitations to support their learning and personal development.



The IB Learner Profile ~ Parents

The IB Learner Profile is an attribute that should be embodied not only by students and staff but also by parents. Our quest to develop internationally minded people who recognize their common humanity and shared guardianship of the planet requires strong partnerships with parents.

IB parents strive to be:

Inquirers	They use their skills to actively encourage and support their child's curiosity. They foster a love of learning and strive to help their child become an independent learner.
Knowledgeable	They strive to be open to concepts, ideas, and issues that have local and global significance. In doing so, you have a base of knowledge to encourage your child to develop understanding across a broad and balanced range of thinking.
Thinkers	Use critical thinking skills to creatively approach and solve complex problems and understand the significance of making reasonable and ethical decisions.
Communicators	They strive to understand and express ideas and information confidently with their children. They demonstrate how to collaborate effectively and willingly with the school teachers and administration.
Principled	They act with integrity and honesty, with a strong sense of fairness, justice, and respect for the dignity of individuals, groups, and communities. They teach their child to take responsibility for their actions and the consequences that accompany them.
Open-minded	They understand and appreciate their cultures, personal histories, and parenting philosophies. They are open to the perspectives, values, and traditions of the school's students, parents, teachers, and administration. They seek and welcome alternative points of view and are willing to grow as a person and parent from the experience.
Caring	They show empathy, compassion, and respect toward the needs and feelings of other students and parents, as well as the school's teachers and administration. They have a personal commitment to their child's education and take action to make a positive difference in the lives of the school community.
Risk-takers	They embrace positive change and encourage their child to explore new ideas and different approaches to learning. They teach their child to defend their beliefs and opinions bravely and articulate.
Balanced	They understand the importance of having an intellectual, physical, and emotional balance for their child to achieve personal well-being.
Reflective	They thoughtfully consider their child's learning and growth. They are able to assess and understand their child's strengths and limitations to support their learning and personal development.



WESTLAKE ACADEMY SCHOOL MANAGEMENT STRUCTURE

Board of Trustees

Westlake Academy's charter with the Texas Education Agency and Texas law grants the Westlake Town Council, serving as the Westlake Academy Board of Trustees, the power to govern and oversee the management of Westlake Academy. The Board is the policy-making body for the Academy and has overall responsibility for the curriculum, annual budget, employment of the Head of School, facilities, and expansions. The Board has complete and final control over school matters within limits established by state and federal laws and regulations.

For the 2025-2026 academic year, the Board of Trustees are:

- Board of Trustees President: Kim Greaves
- Board of Trustees Members: Kim Greaves, T.J. Duane, Todd Gautier, Tammy Reeves, Michael Yackira, and Kevin Smith.

Head of School

The Head of School reports directly to the Board and is responsible for managing the financial aspects of the Academy, along with achieving the goals identified by the Board as vital to the Academy's success in educating the students. The Head of School works closely with the leadership team to create a culture of continuous learning, ensure academic excellence for all, and build the capacity of leaders, teachers, and staff members while securing the health and safety of the campus. The educational components of the Academy are directed through the Academy's Principals, who report directly to the Head of School.

Elementary School (Grades K-5)

The Elementary School Principal oversees the IB Primary Years Programme (PYP), kindergarten through grade 5. The Elementary School Principal is supported by an Assistant Principal, the PYP Curriculum Coordinator, and the K-6 Counselor.

- Elementary Principal: Beth Hughes
- Elementary Assistant Principal: Farah Rehman
- PYP Coordinator: Alison Schneider
- K-6 Counselor: Christin Leggett



Middle School (Grades 6-8)

The Middle School Principal oversees grades 6 through 8, the first three years of the IB Middle Years Programme (MYP). The Principal is supported by the MYP Curriculum Coordinator and the counselors.

- Middle School Principal: Serena McMillon
- MYP Coordinator: Sarah Stack
- G6 Counselor: Christin Leggett
- 7-12 Counselor: Lisa Phillips

High School (Grades 9-12)

The High School Principal oversees grades 9 through 12, encompassing the final two years of the MYP (grades 9-10) and the two years of the IB Diploma Programme (grades 11-12). The High School Principal is supported by the 7-12 Counselor, College Counselor, alongside the MYP Coordinator for grades 9-10 and the DP Coordinator for grades 11-12.

- High School Principal: Dr. James Owen
- MYP Coordinator: Sarah Stack
- DP Coordinator: Jennifer Stockton
- 9-12 Counselor: Lisa Phillips
- College Counselor: Carl Tippen

Additional Leadership roles

The Academy's leadership team also includes further roles, as outlined below.

Reporting to the Head of School:

- Westlake Academy Principals
- Director of Accountability: Darcy McFarlane
- Athletic Director: Sarah Jones
- Director of Secondary Education: Maxwell Ituah
- Director of Innovation: Michelle Briggs
- Special Populations Coordinator: Jennifer Hinds
- Executive Director of Westlake Academy Foundation: Dr. Shelly Myers

Reporting to the Principals:

- Assistant Principal: Farah Rehman
- PYP IB Coordinator: Alison Schneider



Reporting to the Director of Secondary Education:

- MYP IB Coordinator: Sarah Stack
- DP IB Coordinator: Jennifer Stockton

ROLES AND RESPONSIBILITIES

Board of Trustees

Provides policy direction that ensures individual student opportunity, excellence, and accountability for the Westlake Academy school community and considers appeals for parent complaints and certain disciplinary decisions. The Board will:

- Develop policies that communicate and uniformly enforce the Westlake Academy Code of Conduct in a manner that ensures their commitment and support;
- Seek input from students, parents, and staff and review their policies regularly; and
- Provide opportunities for staff to acquire the knowledge and skills necessary to maintain excellence.

Head of School

Under state compliance and the direction of the Board, the Head of School is responsible for enforcing Board policies and developing the annual budget and strategic planning to be submitted to the Board for approval. They are responsible for the school's daily activities, including personnel decisions, enforcement of discipline matters other than expulsion, and compliance with state and federal reporting guidelines. The Head of School also establishes parental participation and involvement guidelines and regularly communicates with students, parents, Westlake Academy affiliated groups, and the school community.

Principals

The Principals are directly responsible for the organization and the administration of their respective sections. Principals oversee and collaborate with the teachers to maintain a positive and safe learning environment.

Teachers and School Staff

Under the Principals' leadership, faculty and staff will maintain order in the school and are expected to hold everyone to the highest standard of respectful and responsible behavior. As role models, faculty and staff uphold these high standards when they:



- Communicate regularly and meaningfully with parents when needed
- Maintain consistent standards of behavior for all students
- Demonstrate respect for all students, staff, and parents
- Prepare students for the full responsibilities of citizenship

Students

Students are to be treated with respect and dignity. In return, they must demonstrate respect for themselves, others, and citizenship responsibilities through acceptable behavior. Respect and responsibility are demonstrated when a student:

- Comes to school prepared, on time, and ready to learn;
- Comes to school properly dressed in school uniform;
- Shows respect for him/herself, for others, and those in authority;
- Refrains from bringing anything to school that may compromise the safety of others or disrupt the school environment;
- Follows the established rules and takes responsibility for his or her actions; and
- Is responsible for turning in all assignments on time.

Parents

Parents play a vital role in their children's education and are responsible for supporting the efforts of school staff to maintain a safe and respectful learning environment for all students. They fulfill this responsibility when they:

- Show an active interest in their child's schoolwork and progress;
- Communicate regularly with the school;
- Help their child be neat, appropriately dressed, and prepared for school;
- Ensure that their child attends school regularly and on time;
- Promptly report to the school their child's absence or late arrival;
- Encourage and assist their child in following the rules of behavior;
- Assist school staff in dealing with disciplinary issues and
- Follow the complaint procedure in case of a grievance.



PARENTS AS PARTNERS IN THE IB

Parents are the first and most significant educators of their children. You have instinctively supported their learning from the moment your children were born. When they were learning to talk, you encouraged them by talking to them, praising and accepting their attempts, giving them immediate feedback, and showing real pleasure in their efforts. With this in mind, it is unsurprising that when parents are involved in their children's learning, they learn faster.

On the following page, the definition of SUCCESS describes how parents and teachers are a mirror image of each other, partnering together for a successful school experience.



	AT HOME PARENTS:	AT SCHOOL TEACHERS:
S	Give children support and encouragement as they develop independence. Don't expect children to get everything right the first time.	Provide a supportive , accepting classroom environment that differentiates for the needs of all students through scaffolding .
U	Understand that each of their children is different and provide lots of support as they develop differently.	Understand that each child is different and will need to be supported in different ways in the classroom.
C	Care deeply about their children, watch their progress, and offer praise, help, and support when it is needed.	Respond with care to the needs of all children in the class. Teachers guide and facilitate learning efforts and offer praise, constructive feedback, and support when needed.
C	Communicate with their children by talking things through, listening to what children are saying, and answering their questions.	Allow time for communication by talking through ideas and listening to understand problems. Teachers also share feedback to ensure children are encouraged to succeed.
E	Allow their children to engage and experience real-world inquiries, experimentation, and problem-solving.	Design engaging learning experiences that provide opportunities for students to explore , question for deeper understanding, and encourage students to think critically.
S	Offer suggestions as children share their feelings, experiences, goals, and ideas.	Encourage children to share ideas, curiosities, goals, and ideas.
S	Praise student successes . When children are encouraged to have self-confidence, the foundations for successful learning are established.	Recognize and praise children's successes , no matter how small. This develops self-aware learners, who are more likely to have grit and perseverance to overcome challenges.



Late Start Wednesdays

The master calendar indicates the important dates and events for the academic year. Late start Wednesdays begin on September 3, 2025, and end on March 25, 2026. Please note there are no late start Wednesdays during the month of December.

On late start Wednesdays, doors will open at 9:20am in secondary and 9:15am in primary, with classes beginning at 9:30am. Teachers will use this valuable time from 7:30 to 9:30am for professional learning and collaborative planning within the IB programmes.

PRIMARY YEARS PROGRAMME OVERVIEW

Success in an IB World School is challenging for students, parents, and teachers as they increasingly understand the complexities of an IB PYP framework that gives meaning to State standards. The rigor of an IB education is not the content of any school-based, national, or state curriculum. It places that content within the framework of the PYP and creates meaningful connections to understand broader concepts for children's learning to transcend beyond the school and develop learning for life.

We intend to work and learn in tandem with parents by sharing children's achievements through the assessment and reporting program, parent programs, and conferences.

Early Dismissal for Kindergarten Students

Kindergarten Round-up will take place in AM and PM shifts on August 14 and 15 by appointment. To ensure our Kindergarten students have a gradual entry into the IB programmes, they will be dismissed at 2:00 pm on August 18 (the 3rd day of school) until August 29th. Kindergarteners will not be included in the all-school dismissal process at 3:20 pm, and this ensures the safety aspect until the PYP carline settles into a routine. After Labor Day, Kindergarten will join the 3:20 pm dismissal.

The Curriculum

Agency-Voice, Choice, and Ownership

Throughout the PYP, students are agents for their own and others' learning through the concept of learner agency. Learner agency is connected to a student's belief in their ability to succeed (self-efficacy).

PYP students with agency use their initiative and will to take responsibility and ownership of their learning. They direct their learning with a strong sense of identity and self-belief and in conjunction with others, thereby building a sense of community and awareness of the opinions,



values, and needs of others. Students take initiative, express interest and wonder, make choices, and are aware of their learning goals. They are actively engaged and monitor and adjust their learning as needed. Students offer feedback to others and consult on decisions that affect them. In school, students take responsibility for learning and collaborate with teachers and other students to plan, present, and assess learning needs. Teachers recognize students' capabilities through listening, respecting, and responding to their ideas. They make thoughtful considerations and decisions emphasizing relationships, dialogue, and respect for one another.

When teachers acknowledge learner agency and the importance of self-efficacy, students become partners in the learning process. Teachers work alongside students in this partnership, meet with small groups and individuals as needed, monitor learning, and provide feedback. Students demonstrate agency when they:

- influence and direct their learning
- make choices
- voice opinions
- ask questions and express wonderings
- communicate understandings
- construct new meanings
- participate in and contribute to the learning community.

The PYP written curriculum is 'housed' on the learning platform, Toddle. Upon enrollment at Westlake Academy, parents will be provided with access information to the Toddle platform, which may contain the following information:

- The PYP curriculum
- Messages posted to parents regarding curriculum information, weekly events, and other class announcements.
- Digital learning portfolios
- Quarterly report cards
- Discipline notifications

Students and teachers utilize Toddle as a digital tool to navigate instruction and highlight learning. This platform showcases the active mind at work and allows parents a window into the classroom. Teachers will send families information on how to navigate and access their students' Toddle accounts.

The Primary section has an international curriculum framework based on the International Baccalaureate Primary Years Programme (PYP), which provides an overall philosophy and methodology for ages 3 to 12 years. Our school-based curriculum is structured within this framework to provide a comprehensive and challenging education, one that helps develop a well-rounded, cultured person, with the attributes and disposition to act responsibly within the international community.





The programme aims to provide students with opportunities to show that they are inquirers, thinkers, risk-takers, and communicators. It also allows them to demonstrate that they are knowledgeable, principled, caring, open-minded, well-balanced, and reflective.

These outcomes are valuable in themselves, and help students develop their awareness of local and global issues. Through the program of study, students channel the acquisition and application of knowledge into community action and service. Students must demonstrate positive attitudes toward people, the environment, and learning.

The International Baccalaureate (IB) Learner Profile reflects Westlake Academy's Mission, Vision, and Values. It aims to develop internationally-minded students who can help create a better and more peaceful world. The PYP Learner Profile describes the attributes and dispositions of an international person.

The Five-Elements of the PYP

1. **Knowledge (What do we want the students to know about?):** We believe building on students' prior knowledge base is vital. Six transdisciplinary themes have been identified and serve as organizers for selecting Units of Inquiry, providing a meaningful learning context. The organizers have specific inquiries for students to 'inquire into.'
 - **Who we are:** *An Inquiry into identity as individuals as part of a collective through:*
 - physical, emotional, social, and spiritual health and well-being
 - relationships and belonging
 - learning and growing
 - **Where we are in place and time:** *An inquiry into histories and orientation in place, space, and time through:*
 - periods, events, and artifacts
 - communities, heritage, culture, and environment
 - natural and human drivers of movement, adaptation, and transformation
 - **How we express ourselves:** *An inquiry into the diversity of voice, perspectives, and expression through:*
 - inspiration, imagination, creativity
 - personal, social, and cultural modes and practices of communication
 - intention, perceptions, interpretations, and responses
 - **How the world works:** *An inquiry into understanding of the world and phenomena through:*
 - patterns, cycles, systems
 - diverse practices, methods, and tools
 - discovery, design, innovation, possibilities, and impacts
 - **How we organize ourselves:** *An inquiry into systems, structures, and networks through:*
 - interactions within and between social and ecological systems
 - approaches to livelihoods and trade practices: intended and unintended consequences
 - representation, collaboration, and decision-making



- **Sharing the planet:** *An inquiry into the interdependence of human and natural worlds through:*
 - *rights, responsibilities, and dignity for all*
 - *pathways to just, peaceful, and reimagined futures*
 - *nature, complexity, coexistence, and wisdom*
- 2. **Concepts (What do we want students to learn?):** Concepts are powerful ideas relevant within and across many disciplines and must be explored and re-explored to develop understanding; specified concepts drive the inquiry students to undertake. These concepts focus on the constant process of inquiry and learning in the community: form, function, causation, change, connection, perspective, and responsibility. Mathematics, Language Arts (reading, writing, listening, speaking, and presenting), Social Studies, Science, The Arts (music and art), and Personal, Social, and Physical Education are important knowledge integrated into the inquiry-based approach. Subject disciplines are only integrated if they fit naturally into the Units of Inquiry. Those areas of the subject that do not fit naturally are taught as a stand-alone (separate) component.
- 3. **Approaches to Learning (What do we want students to be able to do?):** Learning how to learn is fundamental to a student's education. The PYP has identified five categories of skills, known as the Approaches to Learning (ATLs). These five skills are communication, thinking, social, self-management, and research. The ATLs help students of all ages become self-regulated learners. Students learn to ask good questions, set effective goals, and pursue aspirations with determination. The ATLs are developed in the context of meaningful situations through the units of inquiry and the subject-based curriculum.
- 4. **Agency in the PYP:** Agency is the power to take meaningful and intentional action and acknowledges the rights and responsibilities of the individual, supporting voice, choice, and ownership for everyone in the learning community. The agency is present when students partner with teachers and learning community members to take charge of what, where, why, with whom, and when they learn. This provides opportunities to demonstrate and reflect on knowledge, approaches to learning, and learner profile attributes. Students with agency:
 - have voice, choice, and ownership; and a propensity to take action
 - influence and direct learning
 - contribute to and participate in the learning community.
- 5. **Action** (How do we want the students to act?): We develop a growing sense of social responsibility in students, and the expression of that responsibility is achieved through positive action. The ability to choose wisely, act responsibly, and reflect on those choices is paramount to developing responsible and respectful lifelong learners. Action is integral to PYP learning and the programme's overarching outcome of international-mindedness. Student-initiated action will be considered a dynamic outcome of agency and an essential part of the learning process that can arise at any time. Demonstrations of action can



include:

- **participation** – contributing as an individual or group
- **advocacy** – action to support social/environmental/political change
- **social justice** – relation to rights, equality and equity, social well-being, and justice
- **social entrepreneurship** – innovative, resourceful, and sustainable social change
- **lifestyle choices** – e.g., consumption, the impact of choices.

Inquiry-based Learning

Concept-based inquiry is the guiding approach to the PYP. Key concepts and questions drive student research. Inquiry is framed by a central idea and lines of inquiry, which are collaboratively designed by teams of teachers. Students are taught 'how to learn' through an activity-based learning environment, where teachers are facilitators of knowledge and not the 'givers of facts,' presuming that students cannot find out or inquire for themselves. The heart of the inquiry process is the ability for students to question and gain understanding and then to question again to refine their understanding.

Kindergarten – Grade 5 Programs

The curriculum for grades K– 5 is comprehensive in nature and extends and develops each student's qualities and abilities. Children can apply their knowledge and skills in practical, everyday situations using inquiry-based approaches. Opportunities for interaction or discussion will also be provided to utilize questioning techniques and determine what the children know/understand about concepts before planning lessons. Our curriculum aims to build and support the Primary Years Program throughout our educational lessons.

Areas of Learning

- Language Arts
- Spanish
- Mathematics
- Social Studies
- Science
- Art and Music
- Library
- Information Technology
- Physical Education

Westlake Academy uses the alignment of IB Learning Outcomes and Texas Education Knowledge and Skills. Each subject area has an established continuum of learning. The purpose of learning outcomes is to identify the knowledge and skills necessary for each child to be successful at the next grade level.

The Exhibition

Students in their final year of the program (Westlake Academy fifth-grade students) are expected to carry out an extended, collaborative inquiry project, known as the 'exhibition,' under the



guidance of their teachers.

The exhibition represents a significant event in the lives of both the school and the students, synthesizing the essential elements of the program and sharing them with the whole school community. As a powerful demonstration of agency, the exhibition has been repositioned to reflect students' capacity to take action on an issue they have chosen to explore.

This is an opportunity for students to exhibit the attributes of the student profile they have developed throughout their engagement with the program. It is a culminating experience, marking the transition from the PYP to the Middle Years Programme (MYP).

IB schools are given considerable flexibility in choosing real-life issues or problems to explore and investigate in the exhibition.

Supporting the Classroom Program

Interventionist

Our interventionist for math and reading support the Multi-Tiered System of Supports (MTSS). Tier 3 provides intensive, individualized instruction to students performing significantly below grade level. The interventionist uses data-driven strategies and progress monitoring tools to design targeted interventions that address specific academic deficits. Working closely with classroom teachers and the MTSS team, the interventionist ensures alignment with students' intervention plans and compliance with state guidelines.

PYP Academic Reporting Policies and Guidelines

Planning, Assessment, and Reporting

The Primary section believes in using a range and balance of assessment strategies designed or chosen to reflect a clear set of purposes and principles.

Student learning is promoted through planning and refining the teaching and learning process to meet individual or group needs. Assessing the students' prior knowledge and experience and monitoring their achievement during teaching will enable teachers to plan and improve their teaching accordingly. Teachers facilitate a well-designed learning experience that provides data on students' knowledge, skills, and conceptual understanding and is, consequently, a vehicle for summative or formative assessment.

Assessment for learning (formative) provides information that is used to plan the next stage of learning. It helps teachers and students determine what the students can do in the educational environment. Ongoing assessment promotes learning by providing students with consistent feedback. This helps learners improve their knowledge and understanding and engage in thoughtful reflection, and self-assessment.

Assessment as a learning provides opportunities for students to become assessment-capable



as they monitor and adjust using metacognitive strategies. Planning and monitoring learning goals throughout the learning process is integral to reflection. This allows the learner to become a self-regulated lifelong learner.

For IB learners, the assessment does the following:

- Develops learner agency as students strive to reach their highest potential
- Promotes agency through self-evaluation, self-monitoring, and self-adjusting by the use of well-defined expectations and success criteria
- Communicates progress concerning what a student knows and can do
- Helps students develop agency as they set future goals and discuss their progress towards achieving these goals
- Connects how school relates to present world and future goals
- Offers multiple opportunities and ways through which to demonstrate proficiency

For IB educators, assessment does the following:

- Provides data to inform learning through analysis of what students know and can do
- Creates a learner-centered environment in which teacher and student work together to track progress and identify the next steps in the learning process (support or extension)
- Helps determine the effectiveness of approaches and methods
- Allows for monitoring, documenting, measuring, and reporting on learning

For administrators, the assessment does the following:

- Assists in determining the effectiveness of programs and attainment of learning goals
- Assists in the allocation of resources, including professional development
- Evaluate the depth of the curriculum and the effectiveness of instruction

For parents, the assessment does the following:

- Provides data about student learning and attainment
- Helps provide information on the strengths and weaknesses of individual learners
- Extends their child's understanding by supporting learning in real-world contexts

Types of Assessment - External

Diagnostic Reading Assessments

Kindergarten-second-grade reading diagnostics provide useful data that empowers teachers and administrators to analyze student strengths and opportunities for growth. The Texas Education Agency requires that the following early-year reading diagnostics be conducted at the beginning, middle, and end of the school year.

- Kindergarten - Texas Kindergarten Entry Assessment (TX-KEA): Language and Literacy
- Grade 1 and Grade 2 - Texas Primary Reading Inventory (TPRI)

State Assessments

The State of Texas Assessments of Academic Readiness, or STAAR, is administered in grades 3-5. The Texas Education Agency sets testing dates in April and May.



- Grade 3 - STAAR Reading/Language Arts and Math
- Grade 4 - STAAR Reading/Language Arts, Math, and Writing
- Grade 5 - STAAR Reading/Language Arts, Math, and Science

PYP Reporting Process



According to the IB, the Primary Years Programme has four components of assessment. Teachers are responsible for monitoring learning, documenting learning, measuring learning, and reporting on learning.

The reporting process focuses on measuring and reporting on learning.

Measuring Learning: captures what a student has learned during a specific point in time; supports student achievement and progress in learning; and provides analysis of data points to

evaluate student progress.

Reporting on Learning: informs parents and students on progress made towards achievement; identifies areas of growth.

The PYP Report Card

The Primary Years Programme (PYP) implements a K-5 report card that aligns with the International Baccalaureate's stance on measuring and reporting learning. This reporting process is designed in a manner that is objective and aligned with the state curriculum standards, the Texas Essential Knowledge and Skills (TEKS). Classroom learning experiences and inquiries are aligned with the TEKS and tracked for each individual to provide teachers with insight into where a child is performing. Teachers utilize many TEK-aligned resources and measures to collect evidence and determine student mastery levels. The Westlake Academy written curriculum outlines the TEK standards to be introduced, taught, and assessed within a unit of inquiry. This provides consistency across the PYP classrooms.

PYP reports are issued after a 9-week period, dividing the length of the school year into four quarters:

PYP Quarterly reports will be made available via Toddle at the end of each nine-week period			
Quarter One (Q1): October 17, 2025	Quarter Two (Q2): January 16, 2026	QuarterThree (Q3): March 27, 2026	Quarter Four (Q4): May 27, 2026

On the quarter report card, parents and students will clearly see what was taught during the



nine-week grading period and the degree to which the learner has mastered the taught curriculum. This will allow for enriched conversations with the teacher as all stakeholders clearly understand what grade-level standards need to be targeted for growth and what standards have been mastered. Students can use the reporting process to set specific goals to work toward mastery.

Primary Years Programme Student Mastery Levels			
IA	DA	AA	IP
Independent Application of Standard to New Situations	Demonstrates Achievement of Standard (the goal is for students to reach this level)	Approaching achievement of Standard with Support	Insufficient Progress Toward Standard
Correlation to the Assessment Tools Used in PYP Classrooms Child-friendly mastery levels used in instruction			
I can teach someone	I can do this by myself	I need help	I don't understand

Westlake Academy ATL rubric for PYP and MYP			
Exceeds Expectations	Meets Expectations	Approaches Expectations	Below Expectations

PYP Daily Schedule-Official Funded Attendance taken at 9:45 am

7:25	Student Arrival	
7:45-11:25 K-3/G5 7:45-11:55 G4	Instructional Teaching and Learning	
11:25-11:55	G1, G2, G3 Lunch MPH	Kinder, G5 Recess
11:55-12:25	Kinder, G4, G5 Lunch MPH	G1, G2, G3 Recess
12:25-12:55	G4 Recess	
12:25-3:20 K-3/G5 12:55-3:20 G4	Instructional Teaching and Learning	
3:20	Dismissal K-5	



PYP Late Start Wednesday Schedule—Official Funded Attendance taken at 9:45 am

9:15	Student Arrival
9:30-11:30	Instructional -Teaching and Learning
11:00-11:30	Recess G3, G5
11:30- 12:00	Lunch (G1-G3 MPH; G4/G5 Dining Hall; Kinder Classrooms)
12:00-12:30	Recess Kinder, G1, G2
1:45-2:15	G4 Recess
12:00-3:20	Instructional -Teaching and Learning
3:20	Dismissal K-5

PYP Homework

Homework fosters responsibility and time management skills in students, as they learn to prioritize tasks and meet deadlines. It encourages independent learning and problem-solving, as students often must work through problems on their own before seeking help from their teacher.

Furthermore, homework can provide additional practice for students who may need extra support in certain areas, allowing them to reinforce their understanding and master the material. It also allows teachers to assess students' understanding of the material outside of the classroom, providing valuable feedback for both the student and teacher.

Teachers will communicate homework assignments with parents through the grade level newsletters. Teachers will provide clear instructions, due dates, and expectations to ensure that parents can effectively assist their child with completing their assignments. By establishing open lines of communication, parents will be able to stay informed and actively support their child's academic success.

Homework should:

- Reinforce and support a child's in-school experience.
- Promote self-discipline, organization, and effective study habits.
- Promote positive attitudes towards independent and life-long learning.
- Provide parents with insights into their child's development and learning experiences and invite their involvement appropriately.

**Students are responsible for:**

- Completing assignments on time and appropriately.
- Asking for assistance from the teacher if the assignment is not understood.
- Developing a homework routine.
- Asking for assistance, if needed, after attempting to complete an assignment independently.

Teachers are responsible for:

- Providing a range of relevant and meaningful assignments during the school year.
- Modifying expectations when necessary to meet the needs of individual students.
- Reviewing homework so that student learning is enhanced.
- Ensuring that assignments are understood by students.
- Encouraging students to seek assistance when necessary.
- Maintaining effective communication with parents.

Parents are responsible for the following:

- Providing students with the time, materials, and facilities for work at home.
- Assisting students in developing a homework routine.
- Ensuring that students work on their assignments.
- Encouraging effort, achievement, and a positive attitude towards homework.
- Maintaining effective communication with teachers.

Assignments may include:

- Review, extension, or application of work taught in class.
- Completion of unfinished class work.
- Book reviews/reports.
- Collection of materials and/or information for class.
- Independent research, reports, and projects.
- Student reflection.

The PYP philosophy emphasizes the attributes of the IB Learner Profile. Homework is given to motivate and reinforce good study habits, commitment, confidence, and independence. The responsibility for homework rests with the student; however, it is also the responsibility of the teacher and parents to provide a routine and structure to motivate the students to complete homework enthusiastically and with pride.

Parents can refer to the teacher's website or electronic communication tool for communication between home and school. Communications serve to inform both student and parent of the learning objective or outcomes desired for the homework. Student success at Westlake Academy is achieved by all of us working together.

We must also be more diligent about our consequences at school for students who habitually do not hand in their homework to their teacher.



Late or Missing Work

To optimize access to learning for all Westlake Academy students, all student assignments/homework must be submitted on time and in the format requested by the appropriate teacher. Student assignments include not only items to be assessed and recorded in the teacher's gradebook but any work that a teacher assigns, whether officially assessed or not. Late work, missing work, and work not submitted according to guidelines and dates identified by the teacher are considered code of conduct violations and will initially be dealt with using the following proceedings:

- If a student does not turn in an assignment, the teacher will conference with the student.
- If the work is not turned in after the first contact, the teacher will notify the parents so they may partner in the student's education.
- If assignments are still not completed, the teacher will contact the PYP Leadership Team. A Principal will conference with the student and, if appropriate, assign lunch or partial recess detention to make up work.

Reading for Pleasure

We expect all children to experience at least 10-20 minutes of uninterrupted reading at home each day. The time given will depend on the student's age and ability level. We ask that parents read to and with their children, regardless of grade level. Parents needing book selection assistance can speak to the librarian and/or their child's classroom teacher.

Class Placement

The PYP grade 1-5 class lists are drafted, collated, and decided by the PYP classroom teachers, specialists, Sped teachers, and the counselor by mid-May. The PYP leadership does not decide on student placement in the grade area classes.

In the case of incoming kindergarten students, selecting classes for the 2025-26 SY is accomplished through a rigorous process in the first two days of the new academic year. A survey is opened for parents to select morning or afternoon times. Students are not designated a specific class or teacher and rotate in small groups for a range of teachers to assess readiness in literacy and numeracy through screeners and fine motor skills. Observations are also done to view social-emotional needs when working with other students. After the two days of morning and afternoon observations and assessments, teachers and specialists will dialogue to provide three balanced groups. Gender balance is also taken into consideration.

Texas Education Code [26.003\(a\)](#) (2) allows a parent to access the appropriate administrator to request a change of class or teacher assignment. The parent is not entitled to unilaterally move the parent's child; it is just to talk to the right person. Note that the section recognizes the need to balance the effects of an assignment on other students. Westlake Academy can consider the overall makeup of classes when assigning each student.



The parent's role in their son or daughter's future classes is to support and inform the teacher throughout the year of any information to help teachers decide class composition (social-emotional or behavioral issues) for the following year. We ask that parents respect teacher decisions regarding the placement of students.

The other important component is the teacher. Yes, teachers are different; however, our approach to teaching is not. The IB Primary Years Programme mandates that all teachers teach with the same methodology to facilitate worthwhile and relevant concepts and content. The philosophy also encourages teachers to model the PYP Learner Profile attributes that make a harmonious classroom. Westlake Academy's Vision of creating "a nurturing environment that fosters the traits of the IB Learner Profile" ensures that classroom teachers are caring and principled educators.

These important factors promote and maintain accountability for all teachers and administrators to meet the needs of diverse student abilities. Thank you in advance for the trust that you have placed in our teachers and class groups for next year's student placements.

Retention

Throughout the academic year, information is shared by the class teacher for students who are not progressing in the academic, social-emotional, and personal development programs. This information is shared through email communications and face-to-face meetings with the class teacher, the PYP leadership, and specialist teachers. Parents also receive quarterly reports on the IB Learner Profile and Approach to Learning Skills (Communication, Self-management, Social, Research, and Thinking).

A parent may request in writing that a student repeat Kindergarten or any other grade through G8. Before granting the request, the Westlake Academy may convene a retention committee to meet and discuss the request, and the parents will be invited to participate.

Promotion Under the Texas Education Code

A student must demonstrate academic achievement in the subject matter of the grade level to be promoted to the next grade. To determine whether this has happened, leadership will look at a student's grades, teacher recommendations, State of Texas Assessments of Academic Readiness (STAAR) scores (if applicable), and other academic information.

Along with the academic requirements, the leadership, in collaboration with the classroom teacher, will also consider the student's age and well-being (social-emotional development) when promoting them to the next grade level. Promotional decisions will be made in collaboration with parents, and the final decision will be made by the section principal.



MIDDLE YEARS PROGRAMME OVERVIEW



Westlake Academy delivers the MYP in Grades 6 through 10. The MYP helps students develop critical thinking skills, become independent, work collaboratively, and take a disciplined approach to academic endeavors. It also seeks to provide students with an international perspective and foster a commitment to service.

In the MYP, students study eight subject groups:

Language and Literature	Language Acquisition
Individuals and Societies	Sciences
Mathematics	Arts
Physical and Health Education	Design

Conceptual Learning

In the MYP curriculum framework, students engage with a defined set of key and related concepts. Exploring concepts leads students toward a deeper understanding of the subject group, appreciation of ideas that transcend disciplinary boundaries, and engagement with complex ideas, including the ability to transfer and apply ideas and skills to new situations (Erickson, 2008).

Global Contexts

The six global contexts provide the starting points for inquiry into what it means to be internationally minded, framing a curriculum that promotes multilingualism, intercultural understanding, and global engagement. The global contexts provide common perspectives within and across the disciplines and ground the studies in real-world contexts.

The MYP identifies six global contexts for teaching and learning that are developed from and extend the PYP's transdisciplinary themes. They are:

PYP Transdisciplinary Theme	MYP Global Context
-----------------------------	--------------------



Who we are	Identities and Relationships
Where we are in place and time	Orientation in Space and Time
How we express ourselves	Personal and Cultural Expression
How the world works	Scientific and Technical Expression
How we organize ourselves	Globalization and Sustainability
Sharing the planet	Fairness and Development

The Personal Project

In the final year of the MYP, Grade 10, each student must carry out an individual project on a topic of particular interest to the student. The project is intended to be the culmination of the student's experiences within the MYP. All students must fulfill the Personal Project requirements with a passing score to earn their MYP certificate and meet Westlake Academy's graduation requirements. Failure to do so will result in the student continuing to work on the project until successfully completed.

The personal project encourages students to practice and strengthen their ATL skills, consolidate prior and subject-specific learning, and develop an area of personal interest. The personal project provides an excellent opportunity for students to produce a truly personal and often creative product/outcome and to demonstrate a consolidation of their learning in the MYP. The project offers many opportunities for differentiation of learning and expression according to students' needs. The project's personal nature is important; the project should revolve around a challenge that motivates and interests the individual student. Each student develops a personal project independently.

Students are expected to meet deadlines and submit deliverables as posted in Toddle. Deadlines and deliverables include but may not be limited to:

- Personal Project Proposal
- Setting up and sharing process journal
- A minimum of three documented supervisor meetings
- Regular updates in the process journal
- Evidence of the product goal
- Report draft
- Final report
- Signed academic honesty form
- Preparation for the Personal Project Exhibition

These deadlines and deliverables are intended to support students in self-management and successful completion of the Personal Project. The self-management required by the Personal Project prepares students for the type of self-management required for success in the Diploma Programme.

The following consequences will apply to students who do not meet deadlines or submit deliverables on time for the Personal Project:

- First missed deadline: Email to parents and students assigned after-school detention
- Two more missed deadlines: Email the parents and students assigned to Saturday school for each missed deadline. The student is not eligible for the "Personal Project with Distinction" designation on their MYP certificate.
- Ineligibility for participation in athletics until deadlines are met.
- Additional support may be recommended during advisory time.



Personal Project is a graduation requirement at Westlake Academy. Students who do not successfully complete the Personal Project during 10th grade will not receive the MYP certificate and must make it up independently during the summer between 10th and 11th grade. If it is still incomplete at the start of the 11th grade year, students must attend Saturday school until completed, and DP privileges will be withheld.

Questions? Please contact Mrs. Katie Estrada at kestrada@westlakeacademy.org.

MYP Service as Action Levels of Service

Level One	Level Two	Level Three	Level Four
Isolated service: experiences not directly inspired by units of inquiry.	Ongoing service: experiences that are not directly inspired by units of inquiry.	Service as action: experiences that are initiated and organized by a student or teacher that is inspired by a unit of inquiry.	Service as Action Leadership: experience, initiated, organized, and led by a student directly inspired by a unit of inquiry.
1 point per service experience	4 points per service experience	6 points per service experience	8 points per service experience

- All MYP students must meet the Service as Action requirements for their grade levels.
- In the 10th grade year, earning 18 service points is required for the MYP Certificate.
- Students who meet the requirements are eligible for the MYP Service as Action award:

Grade(s)	Service requirement award	Distinguished service award
6th	10	18
7th	12	18
8th, 9th, and 10th	18	25

- Students document service experiences and reflections in Toddle.
- Students should enter the service by four checkpoints (checkpoint dates posted in Toddle).
- Students will receive feedback at each checkpoint (Toddle).



Through Service as Action, students should:

- Become more aware of their strengths and areas for growth.
- Undertake challenges that develop new skills.
- Discuss, evaluate, and plan student-initiated activities.
- Persevere in action.
- Work collaboratively with others.
- Develop international-mindedness through global engagement, multilingualism, and intercultural



understanding.

- Consider the ethical implications of their actions.

Questions? Please contact Sarah Stack at sstack@westlakeacademy.org.

Service as Action & Personal Project Website: http://bit.ly/WA_MYP

MYP Service as Action

The MYP service requirements encourage students to build authentic connections between what they learn in the classroom and what they encounter in the community. All MYP students are expected to engage in meaningful service activities in which they work with others in a shared commitment to the common good. Through Service as Action, students should:

- become more aware of their strengths and areas for growth;
- undertake challenges that develop new skills;
- discuss, evaluate, and plan student-initiated activities;
- persevere in action;
- work collaboratively with others;
- develop international-mindedness through global engagement, multilingualism,
- and intercultural understanding, and
- consider the ethical implications of their actions.

To encourage meaningful and authentic service, MYP students will be held accountable through a leveled point system for their service experiences rather than through a system of counting hours.

Middle Years Programme (MYP) Guidelines

The MYP assessment results are reported in two ways:

1. MYP criterion-related assessment as required by the International Baccalaureate Organization.
2. Percentage grades as required by the state of Texas.

MYP Criterion-related Assessment

Assessment in the MYP is criterion-related, reflecting contemporary educational theory regarding assessment. Each subject in the MYP has its assessment criteria: age, level, task-specific, and based on core learning aims and objectives. In recent years, educational assessment has moved away from comparing a student's achievement against that of other students because this normative model for assessment has provided students with continuously negative perceptions about learning.

The use of criterion-related assessment does the following:

Compares student achievement with predetermined criteria that, over time, provides greater consistency in maintaining and raising standards. This method of student assessment helps learners plan their next steps for learning and set goals for improvement.

What should grades tell us about students?

- What things do they know and know how to do?
- How well can they apply what they know?
- Whether they are ready to move on?
- Whether they've reached a standard?
- What level their work is at?
- Can they solve real-world problems?
- What are their strengths, and what are identified areas of growth?
- Have they improved during the marking period?

Knowledge and skills are assessed using the following criteria specifically designed for each subject. These criteria



form the basis of student reporting. Teachers communicate to parents and students descriptors for the level of achievement for each criterion. Each subject has four distinct criteria, marked on a 1-8 scale, which is then translated to the 1-7 overall achievement levels.

(Please see the assessment criteria chart below)

MYP Assessment Criteria

Language and Literature (English Classes)			Mathematics Criteria		
Criterion A	Analyzing	Maximum 8	Criterion A	Knowing and understanding	Maximum 8
Criterion B	Organizing	Maximum 8	Criterion B	Investigating patterns	Maximum 8
Criterion C	Producing text	Maximum 8	Criterion C	Communicating	Maximum 8
Criterion D	Using language	Maximum 8	Criterion D	Applying mathematics in real-world contexts	Maximum 8
Language Acquisition (Spanish or French Classes)			Design Criteria		
Criterion A	Listening	Maximum 8	Criterion A	Inquiring and analyzing	Maximum 8
Criterion B	Reading	Maximum 8	Criterion B	Developing ideas	Maximum 8
Criterion C	Speaking	Maximum 8	Criterion C	Creating the solution	Maximum 8
Criterion D	Writing	Maximum 8	Criterion D	Evaluating	Maximum 8
Individuals and Societies Criteria (Social Studies)			Physical and Health Education Criteria		
Criterion A	Knowing and understanding	Maximum 8	Criterion A	Knowing and understanding	Maximum 8
Criterion B	Investigating	Maximum 8	Criterion B	Planning for performance	Maximum 8
Criterion C	Communicating	Maximum 8	Criterion C	Applying and performing	Maximum 8
Criterion D	Thinking Critically	Maximum 8	Criterion D	Reflecting and improving performance	Maximum 8
Sciences Criteria (Sciences, Biology, Chemistry)			Arts Criteria (Music, Theater, Visual Arts)		
Criterion A	Knowing and understanding	Maximum 8	Criterion A	Investigating	Maximum 8
Criterion B	Inquiring and designing	Maximum 8	Criterion B	Developing	Maximum 8
Criterion C	Processing and evaluating	Maximum 8	Criterion C	Creating or Performing	Maximum 8
Criterion D	Reflecting on the impacts of science	Maximum 8	Criterion D	Evaluating	Maximum 8
Interdisciplinary Criteria (Two classes together)			Personal Project Criteria (10 th Grade Students)		
Criterion A	Disciplinary Grounding	Maximum 8	Criterion A	Planning	Maximum 8
Criterion B	Synthesizing	Maximum 8	Criterion B	Applying Skills	Maximum 8



Criterion C	Communicating	Maximum 8	Criterion C	Reflecting	Maximum 8
Criterion D	Reflecting	Maximum 8			

MYP Grade Conversion for State of Texas Reporting

During the five years of the programme, all schools offering the MYP must communicate student achievement in each subject group to parents. To determine the final achievement level in each student's criteria, teachers must gather sufficient evidence from various assessment tasks to enable them to make professional and informed judgments. Due to Texas requirements, achievement levels for each criterion are converted to numerical grades. For the 2025-26 school year, each individual assignment will be given a criteria-based grade (1-8), then converted into a percentage for the gradebook.

Please see the chart below to understand how teachers determine criteria-based boundaries based on descriptors, and how these are converted to percentage grades in the gradebook.

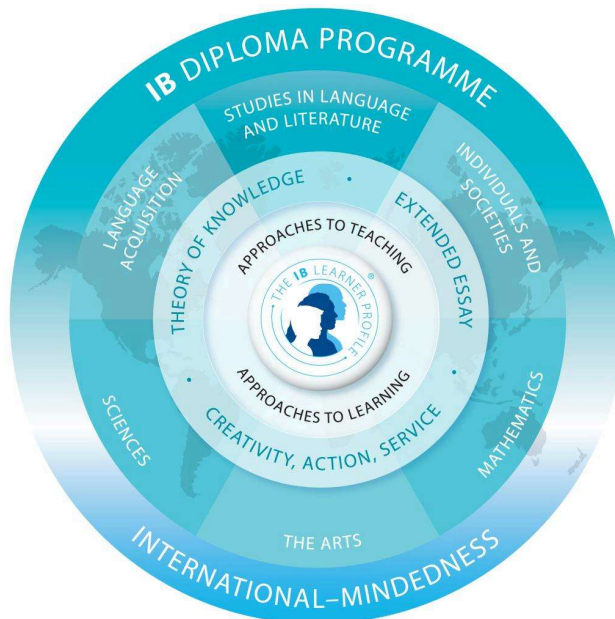
Percentage Conversion			
Grade	Criteria based boundaries	MYP % Conversion	Grade Descriptor
1	1	50	Produces work of very limited quality. Conveys many significant misunderstandings or lacks understanding of most concepts and skills. Very rarely demonstrates critical or creative thinking. Very inflexible, rarely using knowledge or skills.
2	2	58	Produces work of limited quality. Expresses misunderstandings or significant gaps in understanding for many concepts and contexts. Infrequently demonstrates critical or creative thinking. Generally inflexible in the use of knowledge and skills, infrequently applying knowledge and skills.
3	3	65	Produces work of an acceptable quality, but it is not sustained. Communicates a basic understanding of many concepts and contexts, with occasionally significant misunderstandings or gaps. Begins to demonstrate some basic critical and creative thinking. Is often inflexible in the use of knowledge and skills, requiring support even in familiar classroom situations.
4	4	75	Produces good quality work. Communicates basic understanding of most concepts and contexts with few misunderstandings and minor gaps. Often demonstrates basic critical and creative thinking. Uses knowledge and skills with some flexibility in familiar classroom situations, but requires support in unfamiliar situations.
5	5	83	Produces generally high-quality work. Communicates reliable understanding of concepts and contexts. Demonstrates critical and creative thinking, sometimes with sophistication. Uses knowledge and skills in familiar classroom and real-world situations, and, with support, some unfamiliar real-world situations.
6	6	90	Produces high-quality, occasionally innovative work. Communicates extensive understanding of concepts and



			contexts. Demonstrates critical and creative thinking, frequently with sophistication. Uses knowledge and skills in familiar and unfamiliar classroom and real-world situations, often with independence.
7	7	96	Produces high-quality, frequently innovative work. Communicates comprehensive, nuanced understanding of concepts and contexts. Consistently demonstrates sophisticated critical and creative thinking. Frequently transfers knowledge and skills with independence and expertise in a variety of complex classroom and real-world situations.
	8	100	Produces exceptional, innovative work. Communicates insightful, refined understanding of complex concepts and contexts. Consistently applies sophisticated critical and creative thinking with depth and originality. Expertly transfers knowledge and skills independently and confidently in novel and complex real-world and interdisciplinary scenarios.

**When transferring rubric scores to Gradebook, teachers should use the above percentages, e.g. a 6 on a summative assessment would translate to a 90%.*

DIPLOMA PROGRAMME OVERVIEW



The International Baccalaureate Diploma Programme (DP) is a two-year curriculum for 11th- and 12th-grade students. It prepares students for a university setting and encourages them to ask challenging questions, learn how to learn, develop a strong sense of their own identity and culture, and build the ability to communicate with and understand people from other countries and cultures.

The curriculum contains six subject groups with three core requirements. Students study six subjects, one from each of the subject groups. Typically, each course lasts two years of the DP, with three subjects studied at a higher level (HL) and the remaining three studied at standard level (SL).



For an 11th or 12th grade student to be eligible to take any of the Diploma Programme (DP) course offerings listed below, they must commit to and continue to fulfill all the requirements of being a full DP candidate. This means:

- Being enrolled in six IB DP classes each semester, at least three of which must be taken at the Higher Level (HL), and meeting all required deadlines for Externally and Internally Assessed coursework.
- Completing the registration and payment process for IB exams in all six courses.
- Being enrolled in the two-semester Theory of Knowledge course.
- Fulfilling all requirements for the Extended Essay and Creativity, Activity, and Service.

A further prerequisite to being enrolled in a DP class is the successful completion of the MYP personal project.

The above requirements are in addition to any prerequisites for individual DP courses as outlined in the Westlake Academy Course Catalog. Moreover, passing year one of a DP course is a prerequisite to take year two of that course. If a DP Year 1 student fails to get full credit for each of their courses, they must remediate any failed courses by taking an equivalent course that is approved by the college counselor, and the equivalent course must be completed before the first day classes for DP Year 2.

The only exception to the above requirements is if it is the decision of an ARD committee that a student pursues non-IB DP classes.

The culmination of the Diploma Programme is a series of externally assessed exams taken in May of the Senior year, which, along with IB coursework produced by the students, determines the award for the Diploma. For more details, see the DP assessment policy below. All Seniors register as full diploma candidates in November of their Senior year and sit for the DP exams in May. The only exceptions to this are a) an Academic Review and Dismissal (ARD) committee determines the student will not be a DP candidate or b) there are documented extenuating circumstances.

Subject Group and Course Offerings Include:

GROUP 1: Studies in Language and Literature English A: Literature HL	GROUP 2: Language Acquisition Spanish B SL/HL Spanish AB Initio SL French B SL/HL French Ab Initio SL
GROUP 3: Individuals and Societies History of the Americas HL Economics HL Business Management HL	GROUP 4: Sciences Biology SL/HL Chemistry SL Physics SL/HL Environment Systems & Societies SL Computer Science SL
GROUP 5: Mathematics Mathematics: applications and interpretation SL Mathematics: analysis and approaches SL/HL	GROUP 6: The Arts/Electives Visual Arts HL Film Studies HL One additional subject from either group 2, 3 or 4

*Please refer to the course catalog for details regarding course descriptions and explanations.

Core Requirements of the Diploma Programme

- Extended Essay (EE): The extended essay has a prescribed limit of 4,000 words. It offers the opportunity to investigate a topic of individual interest and acquaints students with the independent research and writing skills expected at university.
- Theory of Knowledge (TOK): The interdisciplinary TOK course provides coherence by exploring the nature of knowledge across disciplines, encouraging an appreciation of other cultural perspectives.
- Creativity, Activity, Service (CAS): Participation in the school's CAS program encourages students to be



involved in artistic pursuits, sports, and community service work, thus fostering students' awareness and appreciation of life outside the academic arena.

Additional requirements for the state of Texas

- Students will take the US History End of Course (EOC) exam in May of their Junior year.
- The one semester of United States Government and one semester of Economics which fulfill state requirements are taken in 10th grade.

Diploma Programme (DP) Assessment Guidelines

In the Diploma Programme, the IBO provides assessments, both internal and the DP exams at the end of the two-year programme. However, teachers will employ their own assessments to successfully steer students through these. The Academy understands that student learning is incomplete without providing timely and appropriate feedback throughout the two years of the DP learning process. Descriptive feedback is provided in the form of formative and summative student assessments.

Formative and summative assessments are inherently linked, and teachers use their knowledge of IB summative assessment expectations and practices to help students improve their performance. Formative assessment provides feedback and information during the instructional process, allowing teachers to alter instruction to meet students' immediate needs. According to the IBO, "Summative assessment is concerned with measuring student performance against Diploma Programme assessment criteria to judge levels of attainment" (Guidelines for Developing a School Assessment Policy in the DP 1). The Academy's goals for summative assessments are to support student learning and contribute to determining an achievement level. In the DP, students will take a minimum of two summative assessments each quarter. Summative and formative assessments are weighted fairly and equitably. IB criterion-based rubrics that are subject-specific (and are given to students with direct instruction of the rubric before the summative assessment is completed) are used to determine levels of achievement. Grades for formative and summative assessments are entered into the gradebook on a 0-100 scale.

Assessment in the Diploma Programme (DP) by the International Baccalaureate Organization

Internal Assessment

Internal assessment work will be assessed and graded by the WA teacher. This mark is based on the rubric provided by the IBO. All Westlake Academy teachers receive IB training in the internal assessment process. Examples include oral exercises in language subjects, projects, student portfolios, class presentations, practical laboratory work, mathematical investigations, and artistic performances.

External Assessment

Some assessment tasks are conducted and overseen by teachers without the restrictions of examination conditions but are then marked externally by examiners. Examples include essays for Theory of Knowledge and Extended Essays. However, externally marked examinations form the greatest share of the assessment for each subject because of the greater degree of objectivity and reliability provided by the standard examination environment in May of the Senior year.



SECONDARY GRADING POLICY OVERVIEW

Grading Categories and Weights

All subjects in the MYP and DP will have two categories in the electronic gradebook with the corresponding weights:

- Formative 40%
- Summative 60%

These formative and summative assessments result in a cumulative grade at the end of the semester. Assessment is a natural part of classroom processes and not a set-aside process that detracts from teaching and learning in the classroom.

Formative assessments

These are tools teachers use during lessons to check how well students are understanding what they're learning. Formative assessments should measure student performance on a specified performance expectation or skill. Formative assessments may be either formal or informal:

Formal formative assessments are entered into the gradebook.

- These are tasks that measure attainment of a specified criteria, performance expectation, or skill.
- There should be at least one formal formative assessment grade entered per week.

Informal formative assessments are ways for teachers to frequently check student level of understanding without assigning a grade in the gradebook unless directly tied to a specified criteria. Informal formative assessments may include:

- Bell ringers and exit tickets
- Small or whole class discussions
- Reflection journals
- Homework

Summative assessments

These are tests or projects given at the end of a unit or during a course to measure what students have learned. They are high-quality, rigorous assessments of student achievement within a unit. A student will not take more than two in-class timed summatives on the same day. In the Diploma Programme, a student should not have more than one in-class timed summative if it is also a deadline day for the submission of their IA draft or final version.

Grade Ranges Per Nine-Week Marking Period		
Assessment Type	Minimum Number	Suggested Maximum Number
Formative <i>These grades must be criterion based</i>	6	12
Summative <i>Each nine-week period, two criteria must be assessed</i>	2*	3

**During the first grading period, which is less than nine weeks, it is possible that only one summative is given.*

In the MYP, a summative assessment may cover more than one criteria (i.e. A and D). As this occurs, a grade for each criteria will be entered. Please see an example below from Language Acquisition:

Ex. Unit 1 Examination (Criterion A - Listening)
Unit 1 Examination (Criterion C - Speaking)



Fall Semester Exam

All students will take a semester exam in the Fall, which will count for 20% of their final grade (with the other 80% coming cumulatively from the formative and summative assessments they have taken during the semester). There are no exemptions from these exams. For the semester assessments, students can expect to be assessed on content and skills learned throughout the semester. The philosophy behind this cumulative assessment is to help prepare students for the assessment-centric demands of the IB Diploma Programme. Semester exams are not eligible for retake.

In the Spring semester, no formal semester exam will be administered. Instead, teachers will design summative closure activities that maintain academic rigor and accountability. These may include: continuation of a unit, student portfolios, musical or artistic compositions, written work, creation of solutions or products, questionnaires, research projects, interim/benchmark exams, presentations, or semester reflections. These alternatives allow students to demonstrate growth, understanding, and application of their learning in meaningful ways to close out the school year.

SECONDARY LATE WORK, MAKEUP WORK, AND RETAKE POLICY

Homework

Homework is a regular part of the academic program and is viewed as:

- An avenue to increase and enhance student learning;
- Useful to provide additional drill, practice, and study; and
- A vehicle for teaching and developing personal responsibility.

Parents are encouraged to support the school's instructional program by providing students with an appropriate time and place to complete homework. This will help the student take responsibility for his or her learning.

Late Work Policy

As students progress through the Middle Years Programme (MYP) and into the Diploma Programme (DP), it is essential that they complete assignments in a timely manner to receive meaningful feedback that supports their learning and growth. Timely submission also promotes the development of key Approaches to Learning (ATL) skills—including time management, organization, planning, and self-management—which are critical to success in both programs. To support the development of these skills and ensure consistency across all MYP and DP courses, the following late work policy will be implemented:

- A student who does not submit work by the designated due date and time will not be able to receive full credit for that assignment. The late work must be submitted by **the start of the next class period** (e.g. if the work was due for History A-day period 3, the work is due by the next A-day period 3) for a **maximum criterion grade of 5 (max grade of 80)**.
- If the late work is not submitted by the start of the next class period, the student has **until the start of the next class period to submit the work for a maximum criterion grade of 3 (max grade of 60)**.
- If the late work has still not been submitted by the **start of the next class period, a grade of 0 will be permanently assigned and a teacher may assign a mandatory tutorial**.
- If a student is absent on the day that the work is due, they must email the relevant teacher to inform them of their absence. A parent/guardian must also contact the school to ensure the absence is excused. The student should then follow the Make Up Work Policy outlined below.
- For students with multiple late-work occurrences (3+) per class in a semester, a teacher may choose to assign a mandatory teacher-assigned tutorial.

Makeup Work Policy

Students who have an excused absence may request and receive assignments during their absence. Students who are absent with a medically documented illness, requiring long or frequent periods of absenteeism, may request and receive assignments and directions for at-home work as medically required. Students are responsible for making up all work missed during an absence.



- If a student was absent on the day an assignment was due, the assignment is to be submitted on the next class period when the student has returned. (e.g. if a student was absent on a Monday (A-day) when their Period 3 Spanish assignment was due, they will submit it on the first A-day period 3 following their return to school). Failure to do this will result in the late work policy being enacted.
- If a student was absent on the day an assignment was originally delivered, the student will receive one additional class period to submit the assignment without penalty. (e.g. if a student was absent on a Monday (A-day) when their Period 3 Spanish assignment was given, they will submit it on the second A-day period 3 following their return to school). Failure to do this will result in the late work policy being enacted.
- If a student missed an in-class assessment (formative or summative), it must be made up on their first day back at school. If the timed assessment is over an hour in length, and arrangements cannot be made for the test to be proctored, the student will make up the assessment in the next available Saturday school.
- If a student has had a lengthy absence that has resulted in multiple missed assignments, they should contact all relevant teachers as soon as possible to create a schedule for the timely make-up of the missing work.
- Students who have planned absences can retrieve assignments in real time via Toddle or other online course management system. Teachers will not provide work in advance.

Retake Assessment Policy

A variety of measures will be used throughout the year to test student knowledge and educational attainment in order to accurately determine student progress. In grades 6-12, students will be administered at least one summative assessment per quarter. A student who fails a summative assessment may retake one per subject each semester for a maximum criteria-based grade of 4 (75%) after successfully completing a tutorial session with their teacher (*in the DP the maximum mark that can be entered into the gradebook for a retaken summative assessment is 70%*). A request for a retake must be made within one week from when feedback was provided.

The retake must adhere to the following rules:

- The original summative assessment was an in-class timed exam. The retake policy does not apply to any other kind of summative. The retake policy also does not apply to semester exams.
- If the mark of the retake is lower than the original, the original mark will stand.
- While the retake exam should be testing the same content and skills as the original, the question(s) in the retake exam itself should be different from the original where this is practically possible.

Grade Floor Policy

To ensure that grades reflect a student's effort and progress while maintaining high expectations, the lowest recorded grade for any assignment that is attempted with reasonable effort will be a 50%. This grade floor also applies to end-of-semester grades: if a student has consistently engaged in coursework and attempted required assessments, the final semester grade will not fall below 50%. This policy does not apply to assignments that are missing, plagiarized, or show no genuine attempt to meet basic expectations.

Secondary Reporting Cycle

Teachers communicate student-learning growth to parents throughout the year by giving frequent and specific feedback. In addition to the opportunities outlined below, many other avenues are available for parents to receive feedback. These include Back to School Night, Academic Information Meetings, presentations for parents, and parent workshops.



Parent / Student Handbook 2025-2026

Component	Timeline	Purpose
Course overview uploaded to Toddle	Beginning of each semester/ school year.	To inform parents of the general course content/material for the coming months
Back to School Evenings	Beginning of the school year	To inform the community of general course material and to introduce teaching staff.
Progress Reports	Formal progress reports are sent through PowerSchool at the end of the first and third quarters, in addition to other general progress reports. September - Progress Report - 4 week October - Progress Report - 9 week November - Progress Report - 4 week January - Report Card February - Progress Report - 4 week March - Progress Report - 9 week April - Progress Report - 4 week June - Report Card	To share the success or progress of students with parents. To document students of concern.
Semester Report Cards	January, June. Teacher comments on student achievement, learning attitudes, and learning goals are provided.	To share student growth and achievement.
Weekly/Biweekly Updates to PowerSchool Gradebooks	Throughout the school year, teachers provide regular grade and comment updates.	To share student growth and achievement.
Parent Conferences	On-going	To share positive feedback or concerns about student learning.
Contact through phone calls, emails, Toddle messages, and meetings with parents. Academic Notices (probation, academic misconduct, commendations)	It may occur throughout the year. This provides a record of official communication with parents. The process documents students of concern.	To share positive feedback or concerns about student learning.
Curriculum Meetings	It will be ongoing at the beginning of the year, as needed.	To inform parents of IB aims and objectives.



SECONDARY DAILY BELL SCHEDULE

PERIOD	Daily Schedule	Minutes
1/5	7:45-9:10	85
	Break (+ passing period) 9:10-9:20	
2/6	9:25-10:55* ADA ATTENDANCE: 9:45	90 *additional 5 mins for announcements
3/7	11:00-1:00	85
	6/7/8th Grade Lunch MPH 12:30-1:00	
	9/10th Grade Lunch Dining Hall 11:00-11:30	
	11/12th Grade Lunch Dining Hall 12:30-1:00	
Advisory (A Day) FIT (B Day)	1:05-1:50	45
4/8	1:55-3:20	85



SECONDARY LATE START WEDNESDAY BELL SCHEDULE

PERIOD	Late Start (Wednesday) Schedule	Minutes
1/5	9:30—10:50 5 extra minutes announcements ADA ATTENDANCE: 9:45	80 mins
2/6	10:55—12:40 10:55-11:25 9/10th Grade Lunch DH 12:10-12:40 11/12th Grade Lunch DH 6/7/8th Grade Lunch MPH	75 mins
3/7	12:45—2:00	75 mins
4/8	2:05—3:20	75 mins



COURSE CREDIT POLICIES

Incompletes (Cycle & Semester):

A student receiving an incomplete for a grading period has five school days after the end to convert the incomplete to an earned grade.

- Extensions for extenuating circumstances must be approved IN WRITING by the applicable Principal and will be considered individually.
- Students with an incomplete are ineligible to participate in extracurricular activities until the "I" is replaced.
- All missing work must be made up in the allotted time to replace the "I" with an earned grade. If missing work has not been made up, it will be counted as a zero, and the cycle and/or semester grade will be averaged with grades in the grade book.

All incompletes for the 4th quarter must be made up on or before the last day of school. Any incompletes after the end of the school year will become a zero and will be averaged into the semester average.

This above procedure regarding receiving an incomplete does not supersede the middle-school and high-school late-work and make-up work policies.

Approved Courses Included in Formal Cumulative Grade Point Average (CGPA)

All courses taken at the secondary level for Westlake Academy, which contain specific objectives determined by the Texas Education Agency (TEA), will be included when calculating a student's grade point average. The following general criteria govern the process:

- Courses taken at the secondary level at Westlake Academy and other fully accredited schools not modified in content will be included when calculating CGPA.
- CGPA will be calculated by the Office of the Registrar and rounded up to the nearest hundredth.
- The CGPA will be determined using semester grades for all courses from the 9th grade until the time of reporting.

IMPORTANT: Online courses and credit-by-exam course credits are factored into a student's GPA but are not eligible for quality points. Pre-Advanced Placement, Advanced Placement, Honors, or International Baccalaureate courses taken online or credit by exam will be eligible for quality points. Credit for transfer courses with a Pass (P) grade will be included on student transcripts for credit but will not be calculated in a student's GPA.



Quality Points for IB Courses

The Academy will award the following points based on the table below:

Course Type	Grade Level	Quality Points
MYP Core Courses	9-10	+5
AP Courses	9-12	+10
SL DP Courses	11-12	+10
HL DP Courses	11-12	+12

Raw grades obtained in completing the course must be a passing grade of 70% or above to receive quality points. Raw semester grades are shown on a student's report card and Academic Achievement Record (AAR)/Transcript. Quality points will be included in the CGPA calculation, and this weighted GPA will appear on the student's transcript. No quality points are awarded for non-diploma courses.

Retention

Throughout the academic year, information is shared by the class teacher for students who are not progressing in the academic, social-emotional, and personal development programs. This information is shared through email communications and face-to-face meetings with the class teacher, the leadership, and specialist teachers. Parents also receive quarterly reports related to the IB Learner Profile, Approaches to Learning skills (Communication, Self-management, Social, Research, and Thinking).

A parent may request in writing that a student repeat Kindergarten or any other grade through G8. Before granting the request, the Westlake Academy may convene a retention committee to meet and discuss the request, and the parents will be invited to participate.

A parent may request in writing that a student repeat a high-school credit course in which the student was enrolled during the previous school year unless Westlake Academy has determined that the student has met all requirements for graduation. Before granting the request, Westlake Academy may convene a retention committee to meet and discuss the request, and the parents will be invited to participate.

Secondary Retention Guidelines, Credit Recovery Policy, and Promotion

Secondary students who fail a course in any core area of study (mathematics, language & literature, individuals and societies, science, and foreign language) must satisfactorily complete an equivalent course in either summer school or through an alternative educational program (if available). Courses that bear high-school credit must be



remediated through a credit recovery program from an approved accredited institution (i.e., Algebra I and a foreign language).

Students who fail a course required for graduation by the state of Texas and Westlake Academy must complete the class through an approved summer or alternate educational program before the next school year unless otherwise approved by the Principal or his/her designee. **All credit recovery must be completed before the first day of the next school year. Upon returning to school in the fall, the student will be re-enrolled in the course if they cannot earn credit over the summer.** Since many courses have prerequisites, failure to attend summer school may impact a student's ability to graduate within four (4) years.

Secondary Credit Recovery: Guidelines and Procedures

Secondary students, middle and high school, seeking to recover credit using credit by exam (CBE) or outside courses must apply directly to the relevant Secondary Counselor.

High School Level Courses

- Recovery credit is required for each 0.5 credit that was denied. Credit can be recovered in the following ways:
 - **Credit by Exam:** A secondary student will be given credit for an academic course if the student scores **70% or above** on the CBE.
 - **Outside Course:** A secondary student will be given credit for an academic course if the student scores **70% or above** from an approved accredited institution.
 - Costs/fees for CBEs/Outside Courses are the student's responsibility.
 - Grades earned through CBE or outside courses will be included in the calculation of the cumulative GPA and will be unweighted, unless they are designated Advanced Placement (AP), Honors, or International Baccalaureate (IB). If the CBE or outside course is designated as an AP, Honors, or IB, the appropriate weighting will be calculated in the cumulative GPA.
 - **All credit recovery must be completed before the first day of the next school year. Upon returning to school in the fall, the student will be re-enrolled in the course if they cannot earn credit over the summer.**

Middle School Level Courses

- When a middle school student fails a course in one of the core areas of study (mathematics, language & literature, individuals and societies, science, and foreign language), he/she must participate in summer remediation.
- Summer learning must take place through an approved tutorial organization using the [stated aligned TEKS](#) to ensure mastery of grade level standards.
 - **Kumon**
 - Focuses on math and reading with individualized learning plans. Kumon could help strengthen foundational skills.
 - **Sylvan Learning**



- Offers tutoring in core subjects and may provide customized programs to help students with credit recovery. Sylvan is widely available and offers flexible options.
- **Varsity Tutors**
 - Provides affordable online tutoring in various subjects. While this is more of a tutorial service, students who need extra help understanding specific concepts before retaking courses may benefit from this.
- **Mathnasium**
 - Their math tutors encourage children to develop mental math abilities, number sense, and problem-solving skills.

Promotion Under the Texas Education Code

A student must demonstrate academic achievement in the grade-level subject matter to be promoted to the next grade. To determine whether this has happened, leadership will look at a student's grades, teacher recommendations, State of Texas Assessments of Academic Readiness (STAAR) scores (if applicable), and other academic information.

Along with the academic requirements, the leadership, in collaboration with the classroom teacher, will also consider the student's age and well-being (social-emotional development) when promoting them to the next grade level. Promotional decisions will be made in collaboration with parents, and the final decision will be made by the section principal.

Any secondary student who fails two (2) or more core courses (mathematics, language and literature, individuals and societies, science, and foreign language) may NOT advance to the next grade level. The retention committee may evaluate each individual case to make the best decision regarding student welfare and academic achievement.

Guidelines for Schedule Changes

- All schedule changes must be completed before August 29, 2025.
- Students may change a course at the end of the semester provided that it does not impact their MYP/DP Programme requirements and/or Westlake Academy graduation requirements.
- Under certain circumstances, students may drop to a lower-level course at the 9 week period per written approval – Parent, MYP/DP Coordinator, Counselor, and Principal.

The following reasons listed below are acceptable for changing student schedules. As counselors work through balancing classes and fixing mistakes to student schedules, we kindly ask for your patience. Please avoid placing multiple requests as this will only make the process take longer.

- Seniors not enrolled in a course REQUIRED for graduation
- Students scheduled in a course for which they already have credit
- Student enrolled in a course for which the student does not have the prerequisite



- Student has an incomplete schedule
- Student has failed the course and needs to repeat the course
- Change is needed as a result of a credit earned in summer school or correspondence course.
- Going down a level (if a lower level course is offered)
- Errors in schedule

All other reasons must be approved by the current teacher, future teacher (if applicable), and principal.

Schedule changes will not be permitted for the following reasons:

- Friends not in classes or friends in other classes
- Teacher preference
- Time of a class
- Wanting to be in a different elective

Notice to Parents of Potential Course Failures

The administration notifies parents in writing according to the following timeline:

Interim progress updates: parents with students failing a course will be notified at approximately the fourth week of the grading period

Quarter and semester-end progress reports: Teachers will send families progress reports at the end of each quarter and semester, communicating a student's progress in the course. Semester grades will include a percentage grade.

Counselors will provide credit recovery information for students who fail a class.

Evaluation of Credits for Transfer Students

Westlake Academy accepts credits from other schools accredited by the state of Texas. Subjects will be evaluated by a counselor to determine if the course meets the requirements for graduation from a Texas high school and Westlake Academy. All transfer grades earned in accredited schools will be converted to the Westlake Academy grading scale and course designation consistent with the Academy's standards. Students who have transfer grades that are designated as accelerated, honors, Pre-Advanced Placement, Advanced Placement, dual credit, etc., will receive the appropriate quality points, which will be determined by the appropriate Westlake Academy counselor.

To receive credit for completed work, students entering Westlake Academy from a non-accredited school or homeschooling must take the credit-by-exam (CBE) tests approved in advance by Westlake Academy. Students are responsible for any applicable fees associated with these tests and must achieve a passing test score. Students who are awarded credit by Westlake Academy in courses that require an EOC must sit for and achieve passing performance.



Primary Credit Advancement: Guidelines and Procedures

A student in grades 1-5 can be accelerated one grade level if the student scores 80% or higher on each of the language arts, mathematics, science, and social studies CBE assessments for the grade level the student wishes to accelerate through. The student must be recommended for acceleration by a Westlake Academy representative, and the student's parent or guardian must give written permission. A student may only be allowed to attempt credit by examination two times. The cost of the CBE is the responsibility of the family.

Credit by Examination Grades 1-5 Up to 2 exams can be taken on each date. If testing for full grade skip, students must meet minimum passing standards on Math and ELA before taking Science and Social Studies during the next testing window.	Exam Dates: 2nd Week of November	Exam Dates: Second Week of May
	Parent Request Deadline: Last Instructional Week of September	Parent Request Deadline: Third Instructional Week of March
Kindergarten Acceleration Up to 2 exams can be taken on each date. If testing to full grade skip, students must meet minimum passing standards on Math and ELA before taking Science and Social Studies during the next testing window.	Exam Dates: First Week of June (Math and ELA)	Exam Dates: Third Week of July (Science and Social Studies)
	Parent Request Deadline: Third Week of Instruction in April	Parent Request Deadline: Third Week of Instruction in April

To request your child be tested for grade-level advancement, please reach out to your grade-level admin: Beth Hughes bhughes@westlakeacademy.org (4th-5th grade) and Farah Rehman frehman@westlakeacademy.org (Kinder-3rd grade)

Secondary Credit Advancement: Guidelines and Procedures

Westlake Academy recognizes the need for some students to advance within a course sequence to further challenge themselves. The continuum of IB programs already offers an accelerated curriculum at all levels. Credit Advancement does not allow students to accelerate to omit a core class. Students cannot accelerate beyond the Diploma Programme (DP) prerequisites, and DP classes cannot be started before enrolling in grade 11.

Credit Advancement by examination without prior instruction allows students to advance in the course sequence, provided all course prerequisites are satisfied. **Westlake Academy students are not eligible to take the following courses for credit advancement purposes: English I, English II, Biology, Algebra I, and US History.**

- At Westlake Academy, credit advancement is limited to Mathematics and Language Acquisition (Spanish and French) unless otherwise approved by the Principal.
- Secondary students may only accelerate **one** course per subject through credit advancement by examination at Westlake Academy.
- Secondary students seeking to accelerate using credit by exam (CBE) or outside courses must apply directly to the relevant Secondary Counselor.
- Applications for credit advancement must be submitted by the last day of school.
- Secondary students planning to advance will take two CBEs or outside courses (semester 1 & semester 2) for each credit/acceleration course from an online provider determined by the school (e.g., Texas Tech Online High School).



- o **Credit by Exam without Prior Instruction:** A secondary student will be given credit for an academic course if the student scores **80% or above** on the CBE. Credit is only awarded for a course (full year). The appropriate Secondary Principal may make an exception for a student from out-of-district entering with half-credit in a full-credit course. This could allow the student to take a CBE for the missing semester to complete the credit in the course.
- o **Academic Outside Course:** A secondary student will be given credit for an academic course taken at an approved outside institution if the student scores **70% or higher**.
- All CBEs must be completed before the beginning of the new academic year, and all credits must be received before attending a more advanced-level course.
- Costs/fees for CBEs are the student's responsibility.
- Grades earned through CBE or outside courses are **unweighted** and **are included in the GPA**.

To take double **sciences** in grade 10, students must meet the following criteria (this allows a student to concurrently enroll in science classes):

- Students must have earned a 90% or better in their Biology course.
- Students must score at Level 3 (master grade-level material) on the Biology EOC.
- Students must score at Level 3 (master grade-level material) on the Algebra 1 EOC.

Off-Campus Physical Education Credit

The purpose of Westlake Academy's **Off-Campus Physical Education (OCPE)** program is to accommodate students in **grades 7-10** who are involved in high-level athletic programs that require extensive individualized training.

The OCPE program cooperates between Westlake Academy and an approved off-campus sponsoring facility/provider. Activities are defined as those in which a student works with a single teacher/coach/team at an approved agency during the regular school year. Below are the general requirements:

1. Students in grades 7-10 will be eligible for consideration for the off-campus program.
2. Students will receive a maximum of one-half (.5) credit per semester.
3. Students applying for OCPE require a minimum of fifteen (15) hours per week for highly intense, professionally supervised training.
4. Students qualifying at this level may be dismissed from school for one period of eight for such participation.

For more information and to obtain an application for off-campus PE, go to the Westlake Academy website.

GRADUATION GUIDELINES

Secondary Graduation Policy

Westlake Academy seniors who have satisfied all the graduation requirements are eligible to participate in commencement ceremonies. An exception may be made in the event a senior



lacks one (1) credit towards the graduation requirements and a student has a plan approved by the Head of School or his/her designee to complete the course prior to the beginning of the next school year. No other exceptions to participation in the Graduation Ceremony will be granted.

Academic Recognition

Westlake Academy was founded upon the philosophy that students should strive to reach their maximum potential without focusing on their performance compared to their peers. Westlake Academy is a non-ranking school, except for the purposes contained below:

- Reporting to Texas colleges and universities for automatic admission per TEC 51.803*;
- Reporting when required for a specific scholarship opportunity*; and
- Determining Valedictorian, Salutatorian, and Top 10%.

*Rank in class will be determined by cumulative grade point average (CPGA) and will be sent directly from Westlake Academy to institutions/organizations for admissions and/or scholarship purposes.

Valedictorian, Salutatorian, and Top 10% Determination

Graduating seniors with the top two Cumulative Grade Point Averages (CGPAs) will be recognized. In the event of a tie for Valedictorian, the Academy shall compute the weighted numerical grade average to a sufficient number of decimal places until the tie is broken. Additionally, valedictorian and salutatorian eligibility require attendance at Westlake Academy for six consecutive semesters preceding graduation. Further, the Superintendent or his/her designee may deem a student ineligible for violating Westlake Academy's code of conduct and requirements, as well as town or state codes.

*For details regarding selecting the Valedictorian, Salutatorian, and Top 10 percent, please refer to Board Policy No. 6.04.

Honor Graduate Determination

A graduating senior with a weighted Cumulative Grade Point Average (CGPA) of 90% or above will be determined to be an Honor Graduate and will be recognized at commencement. The Secondary Principal and his/her designee are granted the authority to include students whose CGPA is 90% or above at the end of the final semester.

Academic Achievement Record/Transcript

Each student has an academic achievement record containing their grades, graduation credits, grade point average, and required state testing scores in high school-level courses. A photocopy of the record is called a transcript and is required for admission by most secondary and post-secondary institutions. An official transcript will include an embossed seal and a signature from the Registrar or College Counselor. All official and unofficial transcripts require a written request from a parent or student before they are released. A transcript will not be released without a written request from a parent or student. Students over (18) years of age must individually request a transcript in writing. Students may request a transcript from the Registrar or College Counselor.



STANDARDIZED ASSESSMENTS

Whole School Assessment

Westlake Academy is an IB World School that is also responsible for teaching the Texas Essential Knowledge and Skills (TEKS) as contained in 19 TAC Chapters 110-128 and participates in the statewide assessment program, State of Texas Assessments of Academic Readiness (STAAR), to ensure accountability for student achievement. Students are assessed in reading and math in Grades 3-8, and in Grades 5 and 8 are assessed in science. Grade 8 students complete a Social Studies assessment. Students enrolled in certain high school level courses must sit for an End of Course (EOC) assessment. Assessed high school courses include English I, English II, Algebra I, Biology, and US History. Completing these five EOC exams is a graduation requirement for Texas. Westlake Academy also administers the Texas English Language Proficiency System (TELPAS) assessment to qualifying students. Information regarding all standardized assessments will be communicated to families throughout the school year.

National French and National Spanish Exams

The National Spanish Examination and the National French Examination, Le Grand Concours, are motivational contests to recognize student achievement and proficiency in studying Spanish and French. In addition to the contest, this exam is an online, standardized assessment tool given to Grades 7-11 that measures content standards, including vocabulary and grammar, and performance standards, including reading and listening comprehension. These assessments allow us to gauge student progress with national language acquisition proficiency standards.

College Entrance Exams

PSAT—All 9th, 10th, and 11th grades will be automatically registered for the PSAT each fall. Westlake Academy will cover the PSAT fee. Grade 11 students take the PSAT to be considered for the National Merit Scholarship Program.

SAT and ACT—Fee waivers for the SAT/ACT are available in the College Counselor's office. The Westlake Academy high school code for the College Board and ACT is 447-468. Use this code for school identification on the SAT and ACT college registration forms. Westlake Academy's college counselor will provide families with information regarding these exams.

ACADEMIC INTEGRITY

A component of Westlake Academy's mission statement is to strive to achieve academic excellence and develop life-long learning traits for the success of the students. As such, an academic honesty and honor code is necessary to support those endeavors. All students are expected to act with integrity in academic and non-academic contexts.



The academic honesty and honor code guidelines should be read with Westlake Academy Board Policy No. 3.10, "Academic Honesty and Honor Code."

Teachers and students have the responsibility to help ensure that all students have an equal opportunity to demonstrate the knowledge and skills they acquire during their studies and to continue this responsibility as "lifelong learners" in post-secondary education and their future careers. All Westlake Academy IB community members must strive to be principled, acting with integrity and honesty, with a strong sense of fairness and justice, and with respect for the dignity and rights of people everywhere.

How do students learn and act to reflect the ideals of academic integrity?

Students are exposed to the development of skills that are relevant across the curriculum to enable them to 'learn how to learn'. These skills are foundational for independent and collaborative learning and promote a common language to reflect and clarify the process of learning. These skills are the Approaches to Learning (ATLs) that are common in the PYP and MYP. In DP, the skills are based on Research and Self-management.

What is Academic Dishonesty?

- Engaging in any act of plagiarism by passing off ideas or words of another as one's own, using another's work without quoting sources, committing literary theft, or presenting an idea from an already existing source as new or original. Plagiarising is the representation, intentionally or unwittingly, of the ideas, words, or work of another person without proper, clear, and explicit acknowledgment;
- Receiving or providing assistance on an assignment in or out of the classroom where collaboration is not explicitly condoned by the teacher. This does not include legitimate collaboration in a group project or assistance provided to help another student understand class material;
- Engaging in collusion. Collusion is supporting academic misconduct by another student, as in allowing one's work to be copied or submitted for assessment by another;
- Communicating or attempting to communicate with another student during an examination via verbal, nonverbal, written, or electronic means;
- Disclosing the content of assessment material to another student who is taking or has taken the same course but has not yet taken the assessment in question;
- Possessing or using forbidden materials or aids during an assessment; stealing, attempted theft, or collusion with any who attempt to steal assessment materials.
- Duplicating the work of another individual. Duplication is the presentation of the same work for different assessment components;
- Any other behavior that gives an unfair advantage to a student or affects another student's results (falsifying data, misconduct during an examination, creating spurious reflections).

Examples of academic misconduct, intellectual property, and authentic authorship

Academic misconduct is behavior that results in, or may result in, the student or any other



student gaining an unfair advantage in an assessment. What does this behavior look like?

- Copying another student's work without explicit acknowledgment;
- Allowing another student to copy one's work (collusion);
- Taking unauthorized material into an examination;
- Behavior that disrupts an examination or may distract other students;
- Communicating with another student during an examination; and
- Using a translator in a language assessment without being permitted by the teacher.
- Submitting work that has either been AI-generated or significantly revised (no longer reflecting the student's authentic voice and/or skills) without student acknowledgment of using the AI tool or teacher approval.

Examples of conventions for citing and acknowledging original authorship

- All sources consulted are acknowledged in one's work using MLA referencing style.
- All information used in the body of the text is fully listed in the bibliography.
- Quotation marks or indentations show all text that is someone else's exact words.
- All sources consulted, including AI-produced content, are acknowledged in one's work using MLA referencing style.
- All sources are cited so readers can find them.

Distinction between legitimate collaboration and unacceptable collusion

Legitimate collaboration occurs when two students or more share and use materials to complete a group project and acknowledge in their work who produced what. Moreover, a student acting in the place of a tutor for another, wherein one assists the other in learning the subject material through class assignments, is a legitimate collaboration. Unacceptable collusion occurs when students deliberately copy each other's work without referencing the other's student work; this also includes the lack of will to learn course material and simply use another's work and claim it as one's own. Cheating, plagiarism, forgery, and other forms of academic dishonesty are severe discipline infractions and will be subject to the progressive discipline process outlined in the Parent/Student Handbook.

Academic Integrity Pledge

The following Integrity Pledge has been a collaborative process, drafted and discussed by students across all IB Programmes, subject-based teachers, and the administration. Through a pledge, students practice responsible leadership, accept personal responsibility, develop strong character, and create an atmosphere free from suspicion. At its core, the pledge is based on mutual respect and trust, serving as a written model for what is expected from students regarding behavior and a pledge to live by the school's values. Parents and community members are important partners in promoting academic integrity.

All students will be required to support the traits identified in the IB Learner Profile by committing to the following:

As an IB student, I am responsible for upholding a principled perspective in my personal and academic life.



Consequences Related to Academic Integrity

Students who have chosen not to uphold the Academic Integrity Pledge regarding academic honesty will be subject to the following consequences:

Consequences for academic dishonesty in the elementary school:

K-G3

1st Offense - The incident will be documented in writing to the parents. The student will redo the assignment;

2nd Offense - A parent, teacher, student conference will be conducted, and the student will redo the assignment during detention;

3rd Offense - A parent, teacher-student conference will be conducted, and the student will redo the assignment during an in-school suspension;

G4-G5

1st Offense - A parent, teacher, student conference will be conducted, and the student will redo the assignment during detention;

2nd Offense - A parent, teacher-student conference will be conducted, and the student will redo the assignment during an in-school suspension;

3rd Offense - A parent, teacher-student conference will be conducted, and the student will serve an Out-of-School Suspension

4th Offense - Recommendation for Expulsion

Consequences for academic dishonesty in the middle school:

1st Offense - Zero on Assignment, formative or summative, with no opportunity to make up an assignment to Saturday School;

2nd Offense - Zero on Assignment, formative or summative, with no opportunity to make an assignment to In-School Suspension;

3rd Offense - Zero on Assignment, formative and summative, with no opportunity to make an assignment to Out-of-School Suspension; and

4th Offense - Zero on Assignment, formative or summative, with no opportunity to make up an Expulsion

Please note that measuring a learner's progression on the learning continuum is imperative. As such, a teacher may assign an alternative assessment to determine student progress. This alternative assignment will provide feedback but will not be assigned a mark.

Consequences for academic dishonesty in the high school:

First offense - An automatic zero for the work in the case of a first offense. A Saturday school will be assigned. The work must be resubmitted, but the grade will remain zero. The document/incident will be collected by the teachers and filed with the Principal, who will record the incident. Parents are to be notified.



Second offense—An automatic zero for the work with the same above-specified notifications and qualifications for a second offense. An alternative assignment may be given to determine student progress, but no grade will be awarded. Additionally, an out-of-school suspension is to be assigned, and the principal will call a meeting of the parents, student, teacher, and college counselor.

Third offense - Indefinite suspension pending a recommendation for expulsion for a third offense.

If academic dishonesty is committed in either a) the submission of work that is to be assessed or moderated by the IB or b) during IB external assessments, the DP Coordinator shall immediately inform the IB. This will likely result in the student being excluded from eligible for an IB diploma.

Determination of academic dishonesty in the High School

A determination of whether academic dishonesty has been committed shall be made, in the first instance, by the teacher of record. If the teacher is uncertain, they will consult with the MYP or DP Coordinator. In instances where “evidence beyond reasonable doubt” is not available and the offense is disputed by the student, a meeting will occur between the teacher, student, parents, and the appropriate administrator to discuss the evidence presented by the teacher. If a consensus can not be reached, the appropriate administrator will determine the “balance of probabilities” approach, as the IBO outlines.

STUDENT SERVICES

Multi-Tiered System of Supports (MTSS)

Multi-Tiered System of Supports (MTSS) is a framework we use at our school to help every student succeed. It provides different levels of academic, behavior, and social-emotional support based on each child's needs. All students receive high-quality instruction (Tier 1), and those who need more help may receive additional small group (Tier 2) or individualized (Tier 3) support. Our goal is to identify challenges early and work together—teachers, specialists, and families—to help every child grow and thrive.

Parents wanting more information about MTSS and their child, please reach out directly to the classroom teacher about academic concerns or to the professional school counselor about social or behavioral concerns.

SPECIAL EDUCATION AND SECTION 504

Special education at Westlake Academy is built on the belief that all students can and will learn. It is the school's responsibility to provide appropriate learning experiences, recognize and understand each student's unique nature, and promote the worth and dignity of each student to enhance their educational success in the least restrictive environment possible. To the extent



appropriate, instruction for special education students will be provided in the classroom setting.

The goals are as follows:

- Ensure that all students receive a free, appropriate public education, which may include special education and related services to meet their unique needs.
- Provide a full range of educational opportunities for each student in the least restrictive environment.
- Ensure that the rights of Special Education students and their parents are protected.
- Assess and ensure the effectiveness of efforts to provide appropriate educational programs for all Special Education students.

Westlake Academy adheres to all state and federal regulations. For detailed information regarding Westlake Academy's Special Education policies, please visit the following webpage: <https://www.westlakeacademy.org/academics/special-education>

Aiding Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services

For students with difficulty in the regular classroom, all school districts and open-enrollment charter schools must consider making tutorial, compensatory, and other academic or behavioral support services available to all students, including a process based on Multi-Tiered Systems of Support (MTSS). The implementation of MTSS has the potential to positively impact districts' and charter school's ability to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individual(s) listed below to learn about the school's overall general education referral or screening system for support services. This system links students to various support options, including making a referral for a special education evaluation or a Section 504 evaluation to determine if the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals:

If a parent makes a written request for an initial evaluation for special education services to the Coordinator of Special Education Services or an administrative employee of the school district or open-enrollment charter school, the district or charter school must respond no later than 15 school days after receiving the request. At that time, the district or charter school must give the parent a prior written notice of whether it agrees to or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards. If the school district or charter school agrees to evaluate the student, it must also allow the parent to give written consent for the evaluation.

Parents are allowed to request a referral for Special Education services. Parents need to make this request through a written email to the PYP/MYP/DP administrator. Districts and charter schools must still comply with all federal prior written notice and procedural safeguard requirements and the requirements for identifying, locating, and evaluating children suspected of having a disability and needing special education services.



If the district or charter school decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from receiving a parent's written consent to evaluate the student. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If a district or charter school receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30th due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply. Upon completing the evaluation, the district or charter school must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the district or charter school in a companion document titled Parent's Guide to the Admission, Review, and Dismissal Process. This guide can be accessed through the Academy's website. See the link above.

Dyslexia Specialist/Language Therapist

This position supports students who have been identified as having reading difficulties. It is a pull-out program with classroom teacher follow-up in the learning environment. The Dyslexia Specialist/Language Therapist implements the Scottish Rite Take Flight program, an intensive two-year program.

Texas Education Code (TEC) §38.003 defines dyslexia and related disorders, mandates screening and testing students for dyslexia and the provision of instruction for students with dyslexia, and gives the State Board of Education (SBOE) authority to adopt rules and standards for screening, testing, and serving students with dyslexia. Texas Education Code §7.028(b) assigns the responsibility for school compliance with the requirements for state educational programs to the local district board of trustees. Title 19 of the Texas Administrative Code (TAC) §74.28 outlines the responsibilities of districts and charter schools in delivering services to students with dyslexia. Finally, two federal laws, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act of 1973, Section 504, establish assessment and evaluation standards and procedures for students (34 C.F.R. Part 300 (IDEA), Part 104 (Section 504)).

Contact Persons for Special Service Referrals:

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is:

- Jennifer Hinds, Special Populations Coordinator
- jhinds@westlakeacademy.org
- Phone Number: 817-490-5757



Section 504 Referrals:

Each school district or charter school must have standards and procedures for evaluating and placing students in the district's or charter school's Section 504 program. Districts and charter schools must also implement a system of procedural safeguards that includes notice, an opportunity for a parent or guardian to examine relevant records, an impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and a review procedure.

Contact Persons for Section 504 Referrals:

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is:

- Jennifer Hinds, Special Populations Coordinator
- jhinds@westlakeacademy.org
- Phone Number: 817-490-5757

The following websites provide additional information and resources for students with disabilities and their families:

- [Legal Framework for the Child-Centered Special Education Process](#)
- [Partners Resource Network](#)
- [Special Education Information Center](#)
- [Texas Project First](#)
- [TEA: Section 504 Resources](#)
- [Parent and Educator Resource Guide to Section 504](#)

Counseling Services

In line with the **mission** of Westlake Academy, the Counseling Department will:

- Provide a comprehensive counseling program that fosters academic success, college and career preparation, and social and emotional development. Through effective communication, Westlake Academy school counselors will consult and collaborate with students, parents, teachers, and community members to advocate for all students.
- Create a safe, nurturing, and internationally-minded environment that fosters the traits of the IB Learner Profile. In doing so, Westlake Academy students maximize their personal development, achieve academic excellence, demonstrate personal responsibility, and exhibit compassion and understanding for themselves and others.

Program Overview

The role of the school counselor is to assist students in the areas of:

- Academic achievement;
- Personal/Social Development and



- College/Career Development.

There are four components to the overall comprehensive Counseling Program at Westlake Academy. These components include the following:

- **Counseling Curriculum** - Counselors provide developmentally appropriate social-emotional lessons within various formats for students.
- **Responsive Services** - Counselors provide individual counseling sessions, parent consultations regarding student needs, and coordination with outside referral sources.
- **Individual Planning** - Counselors provide academic and career guidance, goal-setting, and interpretation of assessment instruments.
- **System Support** - Counselors provide community outreach, parent education programs, teacher consultation, and school improvement planning.

For more information, go to the Westlake Academy website.

NOTICE OF POLICIES FOR REPORTING CHILD ABUSE AND NEGLECT

The Academy acknowledges the role that CPS investigators play in securing the safety of our students. The following protocol will be followed should a CPS agent arrive on campus:

- The front desk administrative assistant will contact the programme-level guidance counselor and the programme principal or assistant principal.
- The front desk administrative assistant will sign the investigator in through Raptor and make a copy of the investigator's badge. All copies will be kept on file in the main office.
- The student requested will be called to the main office.
- The counselor will request to be present during the interview. If the request is denied, the counselor will wait for the interview and support the student once the interview is completed.
- The principal will notify the parent if CPS allows such contact.
- Questions or concerns about the welfare of any student may be directed to the Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (1-800-252-5400) or on the Web at www.txabusehotline.org.

HEALTH AND SAFETY

Medical Attention

Parents are asked to keep the health clinic and classroom teachers fully informed of significant changes to their child's health to ensure student safety. When students must take medication at school, either by a physician's order (prescription medication) or by parent or guardian request (non-prescription medication), the Medication Administration Request Form must be filled out and submitted to the clinic/nurse's office.



Some medications that students take at school fall under the strict requirements of the Controlled Substances Act and require that special effort be exercised in their safe distribution. Your attention to the following guidelines will help facilitate the safe administration and handling of any medication administered to your student at school. Only FDA-approved and prescription drugs ordered by a physician licensed to practice in the United States will be given. **The clinic/nurse's office does not supply any medication.**

1. The parent/guardian must complete the Medical Administration Request Form. For medication given for more than ten days, the physician's directions and signature are required.
2. Changes in dosage must be verified by a written or faxed order from the physician unless the physician's original order specifies a scheduled dosage adjustment.
3. The milligram dosage indicated on the prescription bottle must match the milligram tablet in the container.
4. An adult should bring medication to the nurse's office; students must not transport their own medication to the nurse's office.
5. Any over-the-counter medications should be in the original container and be accompanied by the Medication Administration Request Form.
6. Morning and afternoon doses should be given before and/or after school unless otherwise requested by your physician. **Antibiotics should be given at home 24 hours before returning to school.**
7. Any remaining medication will be discarded at the end of the school year if you do not retrieve it by the last day of school. No medication will be sent home with students.
8. Students may carry Epi-pens, inhalers, and diabetic supplies with education on the use and doctor's written permission. The student is responsible for any self-carry medication. Parents must complete a Medication Administration Request Form and provide the appropriate care plan from a physician.
9. These guidelines also apply to ALL school-sponsored field trips and overnight camps.

The school nurse is responsible for health records, hygiene counseling, and general medical conditions. He or she keeps records of students' health and performs vision and hearing screenings for students. Also, he or she screens for acanthosis nigricans, a precursor to type 2 diabetes. The nurse cannot make a diagnosis or write prescriptions.

Return to School after illness.

Westlake Academy's goal is to provide an environment that is conducive to learning for all students and staff. Some communicable diseases or conditions may warrant exclusion from school to avoid exposing other students. If your student exhibits any of the following symptoms, please keep your student home until the child is **free of the symptoms for 24 hours** and has been satisfactorily treated.

- Temperature of 100 degrees or above;
- Vomiting and/or diarrhea;
- Persistent cough;



- Rash;
- Open, itchy, or draining lesions;
- Red, itchy, draining eyes;
- Presence of live lice or nits in the hair;
- Suffering from a reportable disease, as defined by the [Texas Board of Health](#) and
- Undiagnosed scaly patch(es) on the body or scalp.

Your child must be free of fever for 24 hours without using Tylenol or Advil and not vomiting for 24 hours before returning to school. Antibiotics must also be taken for 24 hours before returning to school.

Teachers will not allow the student to call their parents from the classroom. All students should report to the nurse if they are feeling ill. If your child becomes ill, you or someone designated by you will be contacted to pick up your child. All students need to be picked up within one hour of receiving a call from the nurse. All phone numbers must be completed on the student's enrollment contact form and be updated immediately should they change during the year.

Communicable Diseases/Conditions

Parents of students with a communicable or contagious disease are asked to telephone the school nurse to alert other students exposed to the disease. Students with certain diseases are not allowed to attend school while their disease is contagious. These include COVID-19, chicken pox, mumps, measles, ringworm, lice, fever, pink eye, fifth disease, strep throat, and flu.

For more details about COVID-19, see the Academy's [Health Office page](#) on the website.

Emergency Medical Treatment Consent

If a student has a medical emergency or a school-related activity when the parent cannot be reached, the school will follow emergency procedures and transport, if possible, to the facility of your choice. Parents should keep emergency information up-to-date, including the doctor's name, emergency phone numbers, allergies, etc.

Westlake Academy Medication Administration Request

The WA Medication Administration Request form can be downloaded and filled out by following [this link](#).

FREE LUNCH AND SCHOOL ASSISTANCE

Although Westlake Academy does not participate in the National School Lunch Program, we recognize the importance of each student having nutritious, balanced meals to support increased concentration and performance in school.

Through a generous grant from our school caterer, Viandas Foods, we are able to offer subsidized lunch assistance to our families in need by providing free lunches.



Families who meet the Federal Income [Eligibility Guidelines](#) may apply for the Free Lunch Program by completing Westlake Academy's Free Lunch and School Assistance Application located in Appendix A of the Parent Student Handbook and submitting it to the Registrar at registrar@westlakeacademy.org at the beginning of each school year. Applications must be received by Sept. 1st of each year to be considered for the program, and a lunch account for each student must be established with our school caterer, Viandas Food, by contacting walter@viandasfood.com.

Once approved for the program, students will receive the standard meal offered for the day. Additional items (i.e., chips, cookies, yogurt, etc.) are not included in the Free Lunch Program. If you have questions or need assistance, please contact registrar@westlakeacademy.org.

Financial Assistance for IB Exams and AP Exams

Students who qualify for the Free Lunch and School Assistance Program will also receive reduced pricing on IB, AP, and standardized exams.

Standardized testing (SAT, ACT, PSAT)

AP Exams

The College Board provides reduced pricing on AP Exams taken by students who qualify for the Free Lunch Program. In addition, schools are expected to forgo their administrative fee for these students. The state of Texas also subsidizes a portion of the AP exam for qualified students. See below for the current year's cost for these exams.

All testing fees must be paid in full prior to ordering the exams. Students who do not order by the deadline MAY be able to order with a late fee but must also be paid in full. Refunds (minus a \$40 Westlake Academy expense) will be made if the orders an exam and subsequently does not take the exam).

IB Exams

The TEA provides a subsidy to reduce the price of IB exams for students who meet Westlake Academy's Free Lunch Program eligibility requirements. Please see below for the current year's cost for these exams.

[IB Assessment Fees and Services](#)

Financial Assistance for School-Related Travel

Student Travel Scholarships are available to Westlake Academy students who want to participate in educational enhancement activities through international travel opportunities and class trips (not including single-day field trips). These awards are based on financial need and may fully or partially cover expenses. Should a student require assistance paying for a school-sanctioned class trip, parents may apply for a travel scholarship of up to \$1,000 through



the Westlake Academy Foundation. Awards are considered individually, and the WA administration will confirm financial need. Every effort is made to support all requests, but funds are limited, so receipt of a scholarship award is not guaranteed. The Scholarship Application can be found [here: Bradley Travel Award application](#). For more information, please contact Dr. Shelly Myers at smyers@westlakeacademy.org.

Students in the Free Lunch Program will receive the following at reduced or no cost during the 2025-2026 school year:

- Free pizza during all Student Council Pizza Days
- Free Ice Cream for G6-12 on Ice Cream Days
- Free Dress Days on All School Free Dress Days
- Class Field Trip fees will be covered for single-day field trips
- AP exams at a discounted price of \$14 per exam
 - Total cost of 2025 AP exams: \$97.00 per exam
 - College Board fee reduction: \$35.00 per exam
 - TEA subsidy per AP Exam: \$39.00
 - Administrative fee provided by Westlake Academy: \$9.00
- IB exams at a discounted price of \$80 per IB exam
 - Cost of May 2025 IB exams: \$119 for each exam (DP candidates take six, at a total cost of \$714)
 - Cost with TEA subsidy per exam: \$80 for each exam (total cost for a DP candidate would be \$480)
- Standardized exams (ACT, SAT, PSAT)



STUDENT AND PARENT'S RIGHTS AND RESPONSIBILITIES

STUDENT RECORDS AND PARENTAL RIGHTS

According to federal law, parents and students 18 years or older have the right to inspect and review a student's educational records and request applicable amendments to ensure the records are not inaccurate, misleading, or violating the student's rights. The parent/student shall follow these guidelines when making a request:

- A **written** request will be submitted to Westlake Academy with the necessary information to identify the student and the records to be reviewed.
- After receipt of the request, a school official will schedule an appointment with the parent/student within ten days. Requests made during the summer season and customary holiday periods will require additional time to gather the information and schedule a meeting.
- Any requests from the parent or student to amend the student's record will need to be submitted in writing to the Principal for the respective student – Secondary or Primary.

Notice Of Parent And Student Rights Family Educational Rights And Privacy Act (FERPA) And Directory Information

Westlake Academy maintains general education records, which are available to the parent, guardian, or person standing in lawful control of the student under a court order. Both parents/guardians have access to the records unless the school is in possession of a court order limiting access.

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that Westlake Academy, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Westlake Academy may disclose appropriately designated "directory information" without written consent unless you have advised the school to do the contrary in accordance with Westlake Academy's procedures. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications. Examples include but are not limited to:

- The annual yearbook;
- Westlake Academy newsletters and Communique;
- Westlake Academy website;
- Social media posts of student participation in school events (class trip/activity);
- Honors programs or other recognition lists;
- Graduation announcements and programs;
- School playbills showing your student's role in a play;
- Sports activity sheets and programs; and
- Student or parent directories and/or promotions published by Westlake Academy affiliate groups (House of Commons, WA Foundation, and WAAC).



Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent. If you do not want Westlake Academy to disclose (except as may be required by law) any or all of the types of information designated below as directory information from your child's education records without your prior written consent, you must notify Westlake Academy in writing within the first ten (10) instructional days of the school year. Westlake Academy has designated the following information as directory information:

- Student's name;
- Address;
- Phone number;
- Email address;
- Photograph;
- Date of birth;
- Dates of attendance;
- Grade level;
- Participation in officially recognized activities and sports;
- Video of participation in school-sponsored events or extracurricular activity
- Weight and height of members of athletic teams;
- Degrees, honors, and awards received;
- Student ID number, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity.

Please see the policy regarding access to student records in the Board Policy Manual on the [WA website](#).

ATTENDANCE

Under Texas Education Code 25.085, compulsory attendance applies to students at least six years old as of September 1 of the applicable school year. The law requires a student to attend public school until the student's 19th birthday unless the student is exempt under §25.086. Compulsory attendance is enforced through §25.093, 25.094, and the new Chapter 65 of the Texas Family Code.

Developing a habit of regular and punctual attendance will help a student throughout his/her educational experience. Poor attendance contributes to poor grades, often resulting in additional work for the student and the teacher. Absences have a detrimental effect on learning due to the nature of the IB programs.



In addition to your student's success, attendance is also directly connected to Westlake Academy's financial base. The Average Daily Attendance (ADA) is the number of students that are present during school days and represents the TEA's revenue stream to the Academy.

Our 2024-2025 ADA hovered at 96% ($840/875 = 35$ students absent daily). At \$36 (basic, unweighted TEA funding) per-student, per-day, that equaled an annual loss of \$215,460.

We understand there are valid reasons why students may incur unfunded absences and we are not encouraging parents to send ill students to school as contagious students should be in their family's care. Please review the attendance policy/exemptions below for what the TEA considers funded absences and the required documentation.

Parental/Guardian Cooperation

Westlake Academy requires parents to cooperate in terms of school attendance and punctuality. Parent's responsibilities regarding attendance are:

- Ensure your child is at school ready to begin class by 7:45 am by physically being in the classroom, ready to start the day.
- September through April, follow the Late Start Wednesday schedule and ensure your child is at school and ready to begin class by 9:30 am on Wednesdays. (See the 2025-2026 School Calendar.)
- EMAIL Attendance (attendance@westlakeacademy.org) and the teacher by 7:30 am if your child will be absent or tardy.
- Schedule routine medical and dental appointments after school hours when possible.
- If your child misses school for an exempted reason (see below), send the attendance office the required documentation so he/she can be marked as present for the day(s).
- Schedule family vacations during the school's vacation days.

Extended Absences for Travel

Parents who schedule trips during the school year that are not officially sanctioned by the Academy subject their student(s) to unexcused absences. These trips count against the student's TEA 90% attendance rule, and students will need to follow the Parent/Student Handbook guidelines for make-up work and attendance consequences.

Under Texas Education Code §25.092, students must attend at least 90% of the days a class is offered to receive credit. At Westlake Academy, we emphasize the importance of regular and consistent attendance, as frequent absences, tardies, or early departures can significantly impact both individual academic performance and the overall classroom environment.

Given the collaborative nature of the International Baccalaureate program, absences not only affect the learning of the individual student but also disrupt the instructional flow for the class. When students are frequently out of class, it affects consistency and slows progress for



everyone.

Westlake Academy does not excuse extended absences except in emergency or exceptional circumstances. Therefore, extended absences for travel will be considered unexcused. If a student accrues 10 unexcused absences during the school year (five per semester), he/she may be administratively withdrawn from Westlake Academy. Additionally, if a student's total absences, excused or unexcused, exceed the 10% attendance threshold, he/she may not receive credit for his coursework and risks retention for the following school year.

First Day of School Attendance/Student No Shows

If an enrolled student does not show up for school on the first day of the school year he/she will be removed from the school's enrollment roster. If the student starts school within five days of the first day of school the student may be offered their original enrollment space if the parent has had communication with the [Registrar's](#) office. If there is no communication from the parent and the student misses the first five days of school, the student will be permanently withdrawn.

Compulsory Attendance

State law requires that students between the ages of 6 and 19 attend school and any applicable accelerated instruction program, extended-year program, or tutorial session. Students enrolled in kindergarten are required to attend school and are subject to the compulsory attendance requirement.

Exemptions to Compulsory Attendance (§25.086)

State law exempts the compulsory attendance requirements for several absences if the student makes up all work. Exemptions are funded, and they do not count against the student's 90+% attendance rule but require documentation. These include the following activities and events:

- Religious holy days;
- Required court appearances;
- Naturalization/ U.S. citizenship;
- Serving as an election clerk;
- Documented health-care appointments for the student or a child of the student, including absences for recognized services for students diagnosed with autism spectrum disorders if the student comes to school or returns to school on the same day as the appointment. A note from the healthcare provider must be submitted upon the student's arrival to return to campus;
- For students in the conservatorship (custody) of the state;
- An activity required under a court-ordered service plan;
- Any court-ordered activity provided it is not practicable to schedule the student's participation in the activity outside of school hours;
- For children of Military Families, absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments.



- For High School students, no more than one day may be exempt for obtaining a driver's license or learner's permit.
- Playing TAPS at a funeral;
- School-sponsored activities;
- Career investigation up to 2 days per year for Juniors and Seniors only.
- College visits up to 2 days per year for Juniors and Seniors only.

Medical Absences

- If a student misses class due to an illness and we receive written/emailed notice from the parent, his/her absence will be marked as unexcused, and you may disregard any automated absence alerts you receive during this time.
- A student may be counted as present for the day only if they show up on campus at any time, before or after a medical appointment, with a note from a medical practitioner.
- All attendance notes, including medical/dental notes, should be sent to the office with your child or emailed to attendance@westlakeacademy.org on the day of the appointment or the first day the student returns to school after being out.
- Students must be fever and symptom-free for 24 hours without medication before returning to campus.

Funded/ Unfunded Absences

Funded absences include a medical appointment with a doctor's excuse and the student attends at least a part of the day at school the day of the appointment, a court appointment, a state-approved religious holiday, testing, In-School-Suspension, military appointments (situational), INS appointments, college visits for Juniors & Seniors district-approved school activity or another state-approved reason as listed in the Student Attendance Accounting Handbook. A funeral is an unfunded absence, but one day travel and one day for the funeral will be allowed and will not count against the 90% rule or truancy. Documentation is required for all absences. If you have questions about acceptable documentation, please contact the [attendance office](#).

When parents email to notify us that their student will not be in school for any reason other than what is listed as a funded absence above, the absence will be coded as Unexcused with Parent Permission. A parent note lets us know that the parent is aware that the student is not present at school. Parent-approved absences will count against the 90% rule.

Exemptions to the 90% Rule

College Visits, Career Exploration, and Military Enlistment

Junior and Senior students are allowed up to two days' absences related to visiting a college or university or engaging in a career exploration experience. These absences will be considered an exemption to compulsory attendance provided that the student submits proof to verify such a visit and makes up any work missed.

An absence will also be considered an exemption if a student 17 years of age or older is pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard, provided



the absence does not exceed four days during the period the student is enrolled in high school, and the student verifies the district of these activities.

Attendance Review Committee and the 90% Rule

TEC Sec. §25.092. Minimum Attendance For Class Credit or Final Grade states:

A student in any grade level from kindergarten through grade 12 shall not be given credit or a final grade for a class unless the student is in attendance 90 percent of the days the class is offered.

A student who is in attendance for at least 75 percent but less than 90 percent of the days a class is offered may be given credit or a final grade for the class if the student completes a plan approved by the school's principal and the Attendance Review Committee which consists of the following members: Principal or Assistant Principal, Counselor, Nurse (if needed), and Teacher Representative. Our practice in Westlake Academy's middle and high school is to provide various **options** for attendance, make-up time, and learning that equals at least 70% of the time missed. All make-up time assigned must be made up before the last day of school,

For students in PYP, the final grade shall be based on attendance during the entire scheduled school year rather than on semesters. For students in the MYP or DP, the final grade shall be independently based on attendance during the fall and spring semesters.

Know Your Number in Grades 6-12

Semester: Tracked PER COURSE	90% Lose Credit on absence #	75% Lose Credit on absence #
Fall 2025	On absence #5	On absence #10
Spring 2026	On absence #5	On absences #11
Attendance recovery options are provided for absence #5 through absence #9 (fall) or #10 (spring). Course credit is not awarded to students with attendance below 75%.		

Parental Notice of Excessive Absences

Parents will begin receiving written notice of their student's attendance status on the third absence and again if their child falls below the 90% rule through a posted letter in PowerSchool. Families with extenuating circumstances should communicate with the principals so that they can assist wherever possible in improving student attendance.

Failure to Comply with Compulsory Attendance

School employees must investigate and report violations of the state compulsory attendance law. A student absent without permission from school will be considered in violation of the compulsory attendance law and subject to disciplinary action.



When a student has ten (10) total absences within a six-month period (10 PYP days or 10 days or parts of days for G6-G12) or three (3) total unexcused, unfunded days or parts of days within a four-week period, communication with parents/guardians will be sent indicating that continued absences may materially affect the student's progress and put the parents/guardians in jeopardy of violating truancy laws.

Unexcused absences are any absences that are not considered exempt as defined above and outlined by the Texas Education Agency. Parents/guardians can log into the PowerSchool Parent Portal anytime to view your student's attendance. You may set up attendance alerts there as well.

Students with Disabilities

If a student with a disability is experiencing attendance issues, the student's ARD committee or Section 504 committee will be notified, and the committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student's individualized education program or Section 504 plan, as appropriate. Section 504 of the plan does not exempt students from Texas's mandatory compulsory attendance requirements.

Truancy

A parent/guardian commits an offense of thwarting compulsory attendance if, after being warned in writing, a child has unfunded voluntary class absences on ten or more days or part of days within a 6-month period. An offense under this section is a Class C misdemeanor punishable by a fine not to exceed \$500.00 Education Code 25.093

A student who has been absent without documentation for three days or parts of days will be issued a warning notice to inform the parents that the student is subject to truancy prevention measures in addition to other statutory requirements. Referral to court for truant conduct may occur if a student fails to attend school without documentation for ten or more days or parts of days within a six-month period.

A parent/guardian of a school-age child has the responsibility to require that their child attend school regularly. When sickness or another obligation necessitates an absence, an explanation note or email signed by the parent/guardian is required the day the student returns to school. The absence will be considered unfunded if a student fails to submit written documentation to support an exemption.

When a student's absence for personal illness exceeds five (5) consecutive days, the Academy requires a note from a physician. The administration may, if the student has established a questionable pattern of absences, also require a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.



When a child is absent from class without permission or misses one or more classes or part of classes without prior parental authorization, he/she is subject to disciplinary action. Students are truant if: 1) they leave class or campus without permission from both a parent and a school official; 2) they are on campus but not in their assigned location/on-campus truancy; 3) they leave school during the day without first providing the office with a note from their parents giving permission for them to leave; 4) they go home sick without going through the nurse; 5) they call parents and leave without checking out through the office.

The respective programme assistant principal handles instances of truancy.

Documentation after an Absence (All Grade Levels)

When a student is absent from school, parents are asked to contact the school each day the student is absent. If the contact is made by phone, the parent must also provide written notification of the reason for the absence. Notes to excuse absences are due within two days upon return to campus.

Please note that unless the absence is for a statutorily allowed reason under compulsory attendance laws, the Academy is not required to excuse any absence, even if the parent provides a note.

Students who have an appointment with a healthcare professional and either commence class or return to school on the same day of the appointment have an exempt absence. If a note from the doctor's office is provided, this absence does not count towards the 90% attendance goal. Students must be signed in and out through the PYP or Secondary office.

Tardiness and Early Release

Arriving late or leaving early disrupts the learning process and often causes students to miss critical learning. It also negatively impacts the entire class. Parents and students share responsibility for being on time to school.

- All students arriving on campus late or leaving campus early must check in or sign out through the front office.
- Students who arrive late to class or leave early will be counted absent if they miss more than 30% of class time.
- Suppose your student is tardy because of a medical appointment. In that case, they should check in through the front office to turn in their medical note, as documented medical appointments provide an attendance/tardy exemption.

Secondary Tardiness Consequences

Unexcused tardies to each class are cumulative in each nine (9) weeks. Students who arrive 30 minutes late to class will be counted absent. Students are expected to be in class on time (before 7:45 am for the first period). Failure to do so will result in the following sanctions:

- 1st Tardy: No action, documentation only
- 2nd Tardy: No action, documentation only



- 3rd Tardy: Warning posted in PowerSchool
- 4th Tardy: After school detention assigned
- 5th Tardy: Another after-school detention assigned
- 6th Tardy: Saturday school assigned
- Seventh or more: Parent meeting with administration and behavior contract created

Driver License Attendance Verification (Secondary Grade Levels Only)

For a student between the ages of 16 and 18 to obtain a driver's license, written parental permission must be provided for the Texas Department of Public Safety (DPS) to access the student's attendance records and, in certain circumstances, for a school administrator to provide the student's attendance information to DPS. A verification of enrollment (VOE) and attendance form may be obtained from the office, which the student must submit to DPS upon application for a driver's license.

Arriving And Leaving School

Westlake Academy does not provide transportation to or from school. As community members of a choice school, please note that families are responsible for ensuring that students arrive and depart on time every day. For the safety of our students and staff, visitors are to follow the designated traffic flow patterns and speed limits. Please be extra cautious when dropping off or picking up children, and be patient and courteous.

A state law prohibiting the use of cell phones in school zones is posted and will be enforced Kindergarten-12th Grade.

Students are welcome on campus at or after 7:25 am. However, to avoid being counted as tardy to the first period, students must be in their classrooms by 7:45 am.

The school days end at 3:20 pm. Students must be picked up no later than 3:45 pm unless they are engaged in a school-sanctioned activity. It is a safety risk to leave children at school past 3:45 pm, and families who repeatedly fail to pick up their child by this specified time may be reported to Child Protective Services as recommended by local law enforcement. A recommendation for administrative withdrawal from the Academy will occur with repeat late pick up and drop off offenders per Westlake Academy Board Policy.

Closed Campus

Westlake Academy maintains a closed campus, and all students are required to remain at school until 3:20 pm. Only those students participating in off-campus, school-sponsored activities or who have an approved off period are allowed to leave during the instructional day. Students returning to the Academy from a non-school sponsored activity must check in at the secondary front office and be given a pass to return to class. *Any student who leaves the campus early without authorization is not eligible to participate in extracurricular activities or sports that day.*



Additional sanctions may be given by the Administration team for repeated violations of this requirement (see Truancy under the Discipline and Disciplinary Procedures section).

Drop-Off and Pick-Up Procedures

- Cars dropping off and picking up PYP students must use the middle entrance.
- All vehicles must display the school issues placard.
- Cars dropping off and picking up Secondary students should use the drop-off area in front of the school Dining Hall.
- For all Secondary school access, cars must use the North Drive entrance/exit and circle all the way through to the back of the parking lot and then drop off in front of the Dining Hall.
- Once cars are backed up to the short drive - directly before the drop off/pick-up area - drivers should form a double line.

In addition to the above-mentioned information, please be aware that students **cannot** be picked up or dropped off at the small turning circle adjacent to the covered walkway (accessed via the North entrance/exit) or in front of the Arts & Science Building. These locations are reserved for designated transport vehicles and students with physical limitations and for DP drivers picking up their PYP siblings **ONLY**.

PYP students in Grades 4 - 5 with siblings in MYP will be picked up in the MYP dismissal area (outside the dining hall).

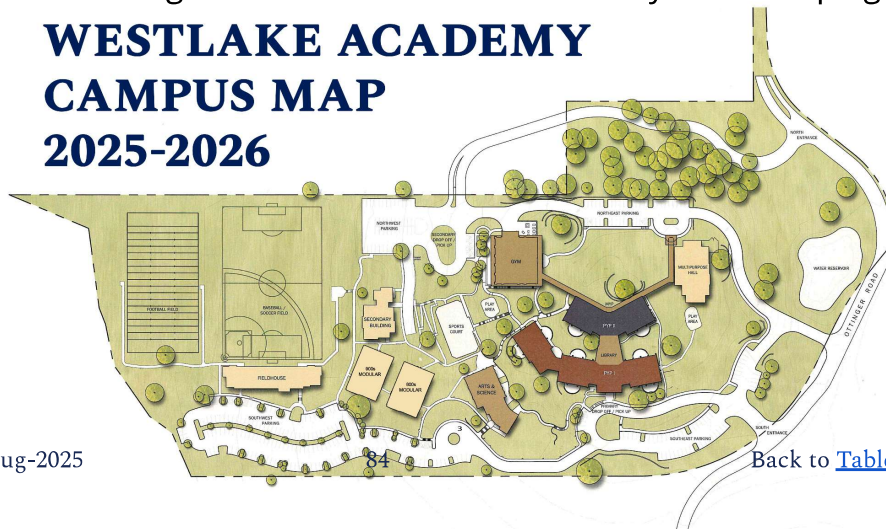
MYP students may be picked up at the PYP entrance area to leave with their K-G3 siblings.

Student drivers who will be driving siblings to and from school will use the designated drop off and pick up areas only.

Carline Procedures for Afternoon Early Dismissal in the Secondary

If you need to pick up your student for early dismissal after 2:30pm, we ask that you please enter campus using the middle entrance (Gym entrance). This is important because after 2:30pm, the secondary carline has begun and cars pull into the far right lane and line up when the line is allowed to pull forward at 3:00pm, therefore making it unsafe for incoming cars to proceed. Please see the image below for clarification. Thank you for keeping our campus safe.

WESTLAKE ACADEMY CAMPUS MAP 2025-2026



Updated Aug-2025

Back to [Table of Contents](#)





Leaving Early

If a parent or guardian needs to pick up a child from school before the regularly scheduled dismissal time, the administrative office will call for the student once the parent has arrived. Parents should not expect students to leave their classrooms unless called by the front office. Parents and/or guardians must sign the child out according to the appropriate procedures established by the front office. Student drivers must also wait to be contacted by the front office to check out of school. Parents who have student drivers should not text or call their students to ask them to leave during the school day.

Currently, we utilize a computer-based tracking system whereby parents/guardians, visitors, and students are required to sign out upon exiting the school grounds. Students will only be released to individuals authorized in writing by parents and/or guardians. Those individuals will be required to show identification.

No students will be checked out between 2:30-3:15 pm. Early dismissal time for all students ends at 2:30 pm. This firm cut-off will increase safety on campus for students, especially during dismissal. In addition to minimizing disruptions at the end of class, this will prevent drivers and students from interrupting the flow of dismissal and the pick-up line. Please ensure you arrive in the school office no later than 2:25 pm in order to assist in a safe and orderly pick-up line.

DP Late Arrival/Early Release

DP students may earn the right of late arrival/early release if they have an assigned first or last-period study hall AND remain up-to-date with necessary assignments for the Extended Essay, CAS, and any other coursework. Students must complete a DP late arrival/early release form signed by a parent/guardian. Students with a first-period off-campus must arrive prior to the second period. Likewise, those who have the last period off-campus must leave at the conclusion of the third period. Students with late arrival/early release privileges are also exempt from DP advisory. Students who have been assigned "off campus" for periods 1 and 5 are not required to sign in when they arrive on campus unless they arrive early to meet with a teacher. If they arrive early during their off-campus period, they must sign in at the front office. All students who are off campus during period 4/8 must leave campus at the end of period 3/7. They do not need to sign out. If they intend to stay on campus, they must sign in at the Secondary front office and indicate where on campus they are staying and who is supervising them. **Please note that academic dishonesty, disciplinary action, misuse of this privilege, or failure to meet internal deadlines for the Extended Essay, Internal Assessments, or CAS will result in this privilege being revoked at any time.**

In the interests of safety, DP students who have a 4th or 8th period **must remain on campus for their lunch**, which will be eaten on campus. **DP late arrival/early release privileges do NOT permit students to leave campus at lunchtime and return in time for their 4th or 8th-period class. If a student with a 4th or 8th-period class leaves campus for lunch, their late arrival/early release privileges will be removed.**



IB Learner Expectations and Behaviors

As an IBO World School, our IB values apply directly to the student's expectations and behaviors (code of conduct). Westlake Academy's student expectations and behaviors are drawn from the IB Learner Profile, which is designed to promote a knowledgeable, principled, and caring approach to maintaining a safe learning and teaching environment. Specifically, students are expected to strive toward becoming respectful life-long learners. These values are crucial in providing an orderly and safe environment for the serious pursuit of academic excellence. Likewise, all the members of a community benefit when expectations are understood, the rules are clear, there are consequences for actions that disrupt the environment, and guidance is available for individuals who may need support. As a community of learners (students, teachers, and parents), we share the responsibility and work together for student success. To this end, there are four essential principles that should guide student expectations and behaviors:

- Individuals are responsible for their own behavior
- Students must be proactive in preventing problems
- When an individual has caused a problem, they must take ownership and take steps to resolve the problem.
- Students will be provided guidance and assistance from adults when necessary.

Westlake Academy IB Learner Expectations and Behaviors

1. All members of the Westlake Academy school community – students, parents or guardians, volunteers, teachers, staff, and administrators – must observe the IB Learner Expectations and Behaviors.
2. All members of the school community are to be treated with dignity and respect.
3. Responsible citizenship involves appropriate participation in the Westlake Academy school community. Each member accepts the responsibility to participate in a manner reflecting dignity and respect.
4. Positive reinforcement of good behavior and recognition of a job well done is the most effective means of promoting high standards of behavior and academic achievement.
5. Westlake Academy does not employ corporal punishment.
6. Disruptions of class impede student learning and teacher productivity. All members of the school community are responsible for maintaining a positive learning environment.
7. All students are expected to act with integrity in regard to academic and non-academic contexts. The Academy will not tolerate any form of plagiarism, including downloading and using information from the internet without quoting sources. Violations will result in disciplinary consequences in accordance with the provisions of this Handbook and the school's Academic Honesty and Honor Code Board policy.

Please see the policy regarding the Honesty Code located in the Board Policy Manual on the WA website.



Expectations and Behaviors at Assemblies, Performances, Field Trips, Lunch and Recess Breaks

The IB Learner Expectations and Behavior will be used in regard to the IB Learner Profile traits of students being knowledgeable, principled, and caring towards others. Students are expected to model:

- Entering and exiting in a quiet and orderly manner
- Respectful listening
- Remaining in place unless excused
- Adhere to all policies and guidelines as set forth by the off-campus venue

Expectations for lunchtimes

- No shouting or engaging in horseplay or dangerous activities;
- Students must be seated when eating;
- Table manners are expected to be adhered to at all times;
- Students are to clean up after themselves, checking all eating areas and throwing away trash;
- Students are not to share, trade, or take other students' food and
- Please see information concerning food allergies on our website and in this handbook.
- No students are allowed in the classrooms during lunchtime unless they have written permission from the teacher.

Students are only permitted to have packed lunches or a meal provided in the Dining Hall. If a parent/guardian wishes to drop off a lunch, it must be dropped off in the Secondary or Primary Front Office. Parents are prohibited from using the carline circles to deliver lunches to students as this violates campus safety protocol. Food is also not permitted to be ordered from an outside establishment and delivered to campus (including but not limited to delivery services during or after the school day); food that is delivered will not be accepted. Food can only be dropped off for your child and may not be given to other students. Please note: PYP does not allow any fast food to be dropped off for students.

Lockers in the PYP

Lockers are provided for convenient storage of personal items such as books, coats, and other necessary belongings. The school is the owner of, and has control of, students' lockers. Students in the MYP/DP are not assigned a locker.

Following are the general rules and guidelines for locker use:

- The school is not obligated to issue a locker to students, nor are students required to have a locker.



- Students must keep their lockers neat and clean. A student that would like to have a locker should request one through the office staff.
- Students may not share their lockers with anyone and are not to use a locker assigned to someone else.

Students may decorate the inside of their lockers as follows:

- Any materials used in decorating lockers must be easily and completely removable. Stickers and other materials that cannot be completely removed without locker defacement may not be used.
- Any expenses incurred in removing decorations will be charged to the student.
- As with any materials placed in lockers, decorations may not include displays that are offensive in nature, including those of a sexual nature, or that display alcohol, tobacco, firearms, drugs, etc.
- Students should not keep valuables in lockers.

Students should have *no expectation of privacy* related to the contents of a school locker. Staff may inspect lockers without prior notice or consent to ensure compliance with expectations related to cleanliness, order, and adherence to school rules. School officials will suspend locker privileges for students not complying with locker rules.

Parental Compliance

Westlake Academy is a school of choice. By enrolling their children in the Academy, parents agree to the Mission, policies, and curricular program as defined by the Academy. No parent has the right to impede the education and/or educational program of Westlake Academy.

- The Academy asks parents to refrain from the following activities:
 - disruptions to the normal running of the school
 - false accusations against any member of the Westlake Academy community
 - forming groups/committees/associations without the approval of school authorities
 - undermining the performance of duty and authority of teachers
 - discussing confidential student, parent, or family information
 - threatening students, staff, or teachers
 - derogatory and demeaning behavior aimed at students, teachers, staff, or other parents.

Failure to comply may result in restrictions on the parents' access to school premises.

School and Personal Property

Personal items not related to academic instruction, including but not limited to electronic devices, are not allowed during school hours. All sports equipment, except clothing, must be taken to the gymnasium/fieldhouse upon entrance to the school. Please know that skateboards, hoverboards, and roller skates are not allowed on campus.



Electronic Devices and Cell Phones

Westlake Academy recognizes the importance of communication and collaboration and provides devices for students to be productive in and out of the classroom. Westlake also seeks to develop the IB Approaches to Learning (ATL) skills, including communication and self-management, and believes that the removal of personal electronic devices fosters a safe and positive learning environment for all learners. The Academy must also follow House Bill 1481 prohibiting all personal communication devices. To keep the focus on academics, reduce unnecessary distractions, and ensure the safety and security of all students and staff, the school enforces the following for students in Grades K-12:

- Cell phones and all electronic devices shall be **TURNED OFF** and not simply in airplane mode or silent during school hours (7:45 am - 3:20 pm);
- **Cell phones and all electronic devices shall be kept in a student's backpack or locker or in a holder located in the classroom – not in clothing pockets;**
- Cell phones and all electronic devices are not allowed to be used during transition times (between classes), during lunch, or during breaks;
- The use of any device capable of capturing images is strictly prohibited at all times in locker rooms or restroom areas while at school or at school-related or school-sponsored events;
- Parents may reach students by calling the school's main office line, and the message will be relayed to your student;
- If a student needs to reach their parents for any reason during the school day, there are phones located in every classroom in addition to phones in the front office that students may use with the permission of appropriate staff and
- The Academy is not responsible for any damaged, lost, or stolen electronic device.
- Electronic device usage will result in collection of the item to be returned in the front office at 3:20 pm, documentation in the student's discipline file, and consequences as specified in the WA Code of Conduct.

"Electronic Devices" includes but is not limited to:

- Cell phones;
- Smartwatches;
- Headphones;
- AirPods;
- Handheld gaming devices;
- Personal tablets;
- Personal Laptops;
- Cameras/video recording devices; and
- Voice recording devices.

Damage to School Property

Students who destroy or vandalize school property will be required to pay for any loss or damage. If school property is damaged by accident, it should be reported to the Principal,



teacher, or school office immediately.

Textbooks and School Materials Loaned to Students

All textbooks and e-books are on loan to students for use during the school year. It is expected that textbooks will be kept clean and handled with care. Students will be required to pay for lost or damaged books and will also be responsible for returning the specific books assigned to them.

Student Searches

Searches of a student's outer clothing, belongings (such as backpacks, purses, etc.), locker, or vehicle may be conducted at any time there is a reasonable suspicion that the student is in possession of any contraband in violation of school rules or any time a student provides consent. Contraband items include, but are not limited to, illegal drugs, tobacco in any form, alcohol, weapons, or any other items that are prohibited by the student code of conduct. More intrusive searches of the student's person shall be conducted only if reasonable cause exists to believe that the search will uncover evidence that the student possesses contraband and only in accordance with the procedures allowed by law.

The Academy may use special-trained, non-aggressive dogs to sniff out and alert to the current presence of concealed prohibited items, illicit substances, and alcohol. This program is implemented in response to drug and alcohol use problems in public schools and to maintain a safe school environment for all students. This notice is intended to inform students and parents of the following:

1. Lockers may be sniffed by trained dogs at any time without further notice.
2. Vehicles parked on school property may be sniffed by trained dogs at any time without further notice.
3. Classrooms and other common areas may be sniffed by trained dogs at any time students are not present without further notice.
4. If contraband of any kind is found, the student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

Campus Vigilance

In an effort to promote pride and responsibility for our school campus, all staff and students have become familiar with the slogan, '**DON'T WALK BY.**' This simple yet powerful, three-word statement places responsibility on everyone to:

- Pick up trash in classrooms, hallways, performance halls, gymnasiums, and other common areas
- Put resources and other items back where they belong
- Report any damaged property to a teacher or administrator
- Report any potential threat of danger to the administration



Parent / Student Handbook 2025-2026

Visitor Conduct

All visitors must register with the front office and wear a name badge while on campus. Visitors are expected to comply with state and federal law, board policy, and campus rules.

All visitors are expected to act respectfully while on campus. Any unruly, disruptive, or inappropriate behavior will be redirected. Failure to comply with these expectations will result in being asked to leave the premises immediately. This applies to on-campus activities and school sponsored events.

Graduate visits

Graduates of Westlake Academy are welcome to visit campus and see their former teachers. We request that they visit only during the scheduled lunch breaks to minimize disruption. They must check in at the Secondary front office, have an available administrator escort them to visit with teachers and have an administrator escort them off campus when their visit is over.

UNIFORM (DRESS CODE) REQUIREMENTS

All students [must wear a prescribed uniform at all times while on campus.](#)


Westlake Academy
Dresscode 2025-2026

At Westlake Academy, we believe that the way students dress and present themselves plays an important role in promoting a respectful, positive, and productive learning environment. While we value individuality and personal expression, we also maintain clear expectations designed to support a focused and respectful school atmosphere for all students.

Approved

Please Note: Wearing a visible student ID is a required part of the school uniform for 6th-12th grade and must be worn at all times while on campus.

TOPS  Spirit shirts can be worn on Friday with uniform bottoms.	BOTTOMS 	OUTERWEAR  For 2025-2026, any Westlake Academy branded items will be allowed in any color.	SHOES  Tennis shoes or dress shoes that are closed toe and have a full heel covered.
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Not Approved

TOPS 	BOTTOMS  Leggings under skirts may be worn in cold weather but must be black or navy blue.	OUTERWEAR 	SHOES 
--	---	--	---



Students found in violation of the uniform policy will be subject to disciplinary actions. *Students who consistently challenge the uniform policy may have such actions noted in their applications for NHS, NJHS, and other honors organizations that inquire about a student's overall character and adherence to school policy.*

Students will wear casual uniforms Monday through Thursday. Spirit Wear or House Shirts are allowed on Friday with **uniform bottoms**. Spirit sweatshirts will be allowed in the classrooms on Fridays.

Outerwear: Only official Westlake Academy branded sweatshirts and hoodies in addition to the uniform fleece and rain jackets can be worn Monday through Friday.

- The Westlake Academy branded sweatshirts must be in one of the following colors: **Navy, Maroon, or Grey.**
- In the winter, students may wear appropriate outerwear while outside, such as heavy winter coats when it is cold (**below 55 degrees**), but these must be removed upon entering the building.
- Leggings under skirts may be worn in cold weather but must be black or navy blue.

For all Westlake Academy students, hats and caps may **not** be worn inside buildings or during instructional time. At no time may students wear any article of clothing that depicts weapons, alcohol, tobacco, drug use, or drug paraphernalia, or any item determined to degrade individuals on the basis of race, gender, ethnicity, religion, or sexual orientation.

Primary Female Casual Uniform (Monday- Friday):

1. Khaki or navy skort from either from Ivy
2. Khaki or navy shorts/pants from Ivy
3. Navy or maroon Westlake Academy logo polo (short or long sleeve)
4. Westlake Academy navy sweater (optional)
5. Hair accessories must be in school colors (navy, maroon, white)
6. White/black socks
7. Tennis shoes or dress shoes that are closed toe and have a full heel covered.
8. Outerwear must be a Westlake Academy branded navy, grey, or maroon fleece/sweatshirt.

Primary Male Casual Uniform (Monday- Friday):

1. Khaki or navy shorts/pants from Ivy
2. Navy or maroon Westlake Academy logo polo (short or long sleeve)
3. Westlake Academy navy sweater (optional)
4. White/black socks
5. Tennis shoes or dress shoes that are closed toe and have a full heel covered.
6. Outerwear must be a Westlake Academy branded navy, grey, or maroon fleece/sweatshirt.



Additional Uniform Requirements

Students shall be required to show proper attention to personal cleanliness, neatness, and school standards of dress and appearance.

- Kinder students are **not** expected to wear belts with their uniform.
- All students are expected to have shirts tucked in.
- For health and hygiene, socks must be worn at all times.
- In the event of cold weather (55 degrees or lower) , students may wear appropriate coats/jackets and accessories, such as hats and gloves, while outside. These coats/jackets and accessories will need to be removed upon entering the building. If students need an additional layer in the classroom, they may wear their Westlake Academy fleece.
- Haircuts/styles are limited to natural colors. Any hairstyle that presents a substantial distraction to the learning environment (as determined by the administration) is prohibited.
- Jewelry and piercings must be small and discrete. As all PYP students participate in recess and PE, it is preferred that no jewelry be worn.

Secondary Uniform Requirements and Expectations

Secondary Female Casual Uniform (Monday- Friday):

1. Khaki, navy, or plaid skirt from Ivy
2. Khaki or navy shorts/pants from either Ivy
3. Navy or maroon Westlake Academy logo polo (short or long sleeve)
 - DP students have the option to wear light blue Westlake Academy polos
4. Westlake Academy navy sweater (optional)
5. Hair accessories must be in school colors (navy, maroon, white)
6. White/black socks
7. Tennis shoes or dress shoes that are closed toe and have a full heel covered.
8. Outerwear must be a Westlake Academy branded navy, grey, or maroon fleece/sweatshirt.
9. Westlake Academy ID is required to be visible above the waist.

Secondary Male Casual Uniform (Monday- Friday):

1. Khaki or navy shorts/pants from Ivy
2. Navy or maroon Westlake Academy logo polo (short or long sleeve)
 1. DP students have the option to wear light blue Westlake Academy polos
3. Westlake Academy navy sweater (optional)
4. Belt
5. White/black socks
6. Tennis shoes or dress shoes that are closed toe and have a full heel covered.
7. Outerwear must be a Westlake Academy navy, maroon, or gray hoodie, sweatshirt, or



fleece.

8. Westlake Academy ID is required to be visible above the waist.

Student Picture ID

In order to make Westlake Academy a safe learning place for all students, for the 2025-2026 school year, all students will be required to wear a Westlake Academy ID at all times.

Picture ID

- On Monday, August 25, 2025, each student who is in attendance at school will have their picture taken and receive an ID, WA lanyard, and ID sleeve.
- G6-12 students must wear his/her ID while on campus.
 - IDs must be visible at all times above the waist. If a lanyard is used, it must be Westlake Academy branded.
 - In case of a lost or damaged ID, a student may go to the Secondary front office to purchase a replacement ID for \$10. The cost will be added to the student's SchoolsBuddy account, and parents can pay for the fees online with a credit card or send a check to the secondary office.
- The ID policy is a part of the Uniform Policy. If a G6-12 student is out of compliance with the ID policy, upon the third occurrence, they will be assigned detention.

General Uniform Information:

- For health and hygiene, socks must be worn at all times.
- In the event of cold weather or rain, students may wear appropriate coats/jackets and accessories, such as hats and gloves, while outside. These coats/jackets and accessories will need to be removed upon entering the building. If students need an additional layer in the classroom, they may wear their Westlake Academy fleece.
- Haircuts/styles are limited to **natural** colors. Any hairstyle that presents a substantial distraction to the learning environment (as determined by the administration) is prohibited.
- Any application of makeup that presents a substantial distraction to the learning environment (as determined by the administration) is prohibited.
- Shorts, skirts, or any bottoms must be no more than 3 inches above the knee. Long pants must reach the top of the shoe.
- Boys are required to be clean-shaven or have groomed facial hair.
- Boots are allowed in inclement weather.
- No visible holes, patches, or tattered clothing.
- No visible tattoos.
- Jewelry and piercings must be small and discreet. Face piercings are not permitted.
- No baseball caps on campus during the school day.
- Ladies are welcome to wear tights or leggings under their skirts. Sweatpants are not



permitted.

Spirit Days

Every Friday will be a Spirit Day (unless otherwise communicated by the administration). Students are permitted to wear a spirit shirt with their uniform bottoms.

Free Dress Days

Students may be allowed to wear appropriate free dress at times during the year. Below are the guidelines:

- Closed-toe shoes must be worn (no sandals, Crocs, etc.)
- No bare-midribs
- Minimal distressing/rips for jeans
- No pajamas
- No hats at any time (inside or outside)
- No pictures, emblems, or writing on clothing and/or accessories that are lewd, offensive, vulgar, or obscene.
- Leggings/tights are NOT to be worn as pants.
- Shorts, skirts, or any bottoms must be no more than 3 inches above the knee.

All uniform tops and bottoms must be purchased from one of the following two vendors:

Ivy School Uniforms

[1101 Cheek Sparger, Suite 106](https://www.ivyschooluniforms.com)

Colleyville 76034

(817) 557-7788

<https://www.ivyschooluniforms.com>

Consequences of Uniform Violations:

Students in violation of the dress code will be referred for correction. Written warnings will be issued, and parents will be contacted to rectify the situation. Multiple offenses may require further intervention and disciplinary action. Please note that adhering to school policies is a reflection of one's character and self-discipline. Student behavior and character are taken into consideration when reviewing student applications for the National Honor Society, National Junior Honor Society, college letters of recommendation, and other applications.

There are no exceptions to the uniform policy. When there is a doubt over the uniform policy, the Principal's judgment will be final.

Lost and Found

Westlake Academy will not be responsible for the loss of students' personal property; however, measures are taken to return found property to the rightful owner. Lost and found items will be kept in a designated area adjacent to the main office of the Primary and Secondary buildings. It is the student's responsibility to reclaim personal items from these areas. Small items turned



into the office, such as watches, jewelry, etc., will also be kept in the main office. Periodically unclaimed clothing will be displayed for parents/students to claim. Periodically, all unclaimed items remaining in the lost and found will be donated to a local charity. In the case of unclaimed uniform items, they will be donated to the House of Commons for use in uniform resale events. Articles may be claimed before or after school and during lunch periods. To ensure that lost items are returned promptly, students and/or parents should label all clothing and personal items with the student's name.

SECONDARY STUDENT LIFE

EXTRACURRICULAR PROGRAMS AND ATHLETICS

Westlake Academy believes that its students should strive to be well-balanced. We aim to provide an extra-curricular program that offers opportunities for all students to develop their talents. We also strive for [a wide array of clubs, teams, and after school activities](#). Please know that persistent issues with academic performance and/or behavior may result in loss of privileges to participate in extra-curricular activities.

Secondary Athletic Programs

Philosophy - Participation in team sports emphasizes the learning of skills and sportsmanship, providing for the development of character, self-respect, physical dexterity, and personal discipline. At the same time, it fosters the concepts of teamwork, fair play, and self-reflection.

Westlake Academy will endeavor to offer students a wide variety of sports, depending on student interest and participation. Current athletic teams are:

Women	Men
Cheer Volleyball Basketball Soccer (Co-ed) Tennis Softball Golf Cross Country Track & Field Women's Soccer Cheer & Dance	Football Basketball Soccer (Co-Ed) Tennis Baseball Golf Cross Country Track & Field



Texas Association of Independent Athletic Organization (TAIAO)

Westlake Academy participates in the Texas Association of Independent Athletic Organization for Junior High and High School Sports, and as such, athletes, teams, and coaches must abide by their policies and procedures. This is non-negotiable, and any non-compliance may result in suspension or expulsion of individuals, teams, or the whole school.

Eligibility

Academic Eligibility – All players must have a passing average of 70% in all subjects in order to remain eligible for participation in extracurricular programs and/or sports competitions. For the purpose of eligibility, an "I" (Incomplete) in a subject has the same effect as being below the 70% mark. Should a player's average fall below this level in one subject, the player will be required to show significant improvement within a period of three weeks – through work, homework, exams, and/or projects – to bring their grade above 70%. Failing to demonstrate improvement may result in game suspension or expulsion from the team.

Suspension Status – Students who are on academic suspension due to a disciplinary issue with the school may not participate in extracurricular activities or sports programs. Students who are assigned a detention or a Saturday school may not participate in Athletics on the day the detention or Saturday School is assigned and served. Students who are placed in either In School Suspensions or Out of School Suspension may not participate until the day following the conclusion of the suspension and have gained the permission of the Athletic Director or the AD's designee.

Eligibility Period – Upon the initial grade check, which begins on Friday of the sixth week of school, students who have a failing grade or an incomplete in a course will be ineligible for the next three-week period while they demonstrate improvement in the subject and bring their grade above the 70% mark. Being ineligible means that the student may practice with their respective team; however, they will not be allowed to compete in the contests or travel with the team, etc. This grade check will be repeated until the student has brought their numerical grade to the acceptable level (i.e., grade checks will be performed every three weeks until passing).

Students who are passing all of their courses at the initial grade check and are considered eligible during the six week grade check will remain eligible and shall be reviewed during each subsequent six weeks period.

A player may participate at a higher level than his/her age, but no player will be allowed to play below his/her age or grade level. In TCAF policy (and Westlake Academy), a grade 8 student may participate on a high school team, including varsity. Once a grade 8 student participates on a high school team, they cannot return to the Junior High team in that sport. Once a student enters grade 9, they are not eligible to participate on a junior high team. A grade 8 player will only be considered for advancement to the high school level based on roster need or advanced



skill for this age. Only on rare occasions will a grade 8 student/athlete be advanced to a high school team.

Once a student enters grade 9, they will have eight consecutive semesters of athletic eligibility. At the conclusion of the eight semester, a student who remains in school will not be allowed to participate in athletics.

Conduct

Westlake Academy expects model conduct from all members of the school community. All team members must meet the expected level of respect for authority and peers, adhere to all rules and regulations of the game, and exhibit good sportsmanship. No team member is permitted to make derogatory or humiliating comments to anyone, on or off the sports field. Violations of the rules of good conduct may result in suspension or expulsion from the team.

The above expectations also apply to spectators of the sport. Violations may result in a warning, suspension, or expulsion from audience attendance.

All parents/guardians of participants in any sport will be required to sign the Medical Consent and Release of Liability forms before the student may be registered.

Athletics Transportation and Uniforms

Uniforms are supplied through the registration costs of each sport and are the property of Westlake Academy. Student-athletes will not be allowed to move to the next sport until the uniform has been returned.

Transportation to and from away games will be provided by the school. All players are required to ride school-provided transportation to a contest or practice not held on the Westlake Academy campus. The parents of an athlete may sign out the student through the head coach after a contest and bring ONLY their child home. Any alteration to this arrangement (i.e., use of the school buses) will be communicated via the coaching staff and/or Athletic Director.

Athletics Registration: Every athlete is required to complete the online registration for each sport that will be participated in. The link can be accessed through the athletics website. All monies generated through registration are used to pay expenses such as travel, officials, uniforms, equipment, entry fees, coaching stipends, etc., to help support the athletics program.

Secondary Clubs and Organizations

Westlake Academy strives for [a wide array of clubs, teams, and after-school activities](#).

Student Council

Our Westlake Academy Student Council is structured as follows: Grades 6-8 and Grades 9-12



This type of breakdown allows our students to have opportunities to lead grade-appropriate programs and also provides more opportunities for our student leaders to serve. Officer elections are held in the spring of each year, and class representative elections are held in the fall of the new school year. Student council sponsors will be in contact with the administration to schedule events and functions that foster an inclusive student leadership program. The Student Council will sponsor multiple events throughout the year, which include school dances, pizza day, and OSS (Operation Secret Service).

National Honor Society & National Junior Honor Society

Membership in the National Honor Society and National Junior Honor Society represents the highest honor and trust that can be bestowed upon a student. These societies recognize students for scholarship, leadership, service, and character.

To be eligible for membership in the **National Honor Society**, a student must be in Grades 10, 11, or 12 and must have a cumulative grade point weighted average of **94% or higher** for three semesters of high school. Freshmen (ninth graders) are not eligible for membership in the National Honor Society. A student must have been in attendance at Westlake Academy for an equivalent of one semester. The faculty council, in consultation with the principal, may waive this requirement.

To be eligible for membership in the **National Junior Honor Society**, a student must be in Grade 7 or 8 and must have a minimum cumulative grade point average of **92% for three semesters of middle school**. Membership in the National Junior Honor Society is not based on scholarship alone. Also included for consideration are the student's leadership abilities, service as action, and character.

The process of selecting new members is as follows:

- The student must have earned the cumulative grade point stated above.
- An eligible student will be invited to complete and return a membership application following the specific workflow by the designated deadline stated by the Chapter Advisors.
- Teachers will complete an evaluation form, rating each eligible student based on leadership, service, and character.
- The student will be evaluated based on character, leadership, and service.
- The selection of members for the chapter will be done by a majority vote of the faculty council. The faculty council will be made up of faculty members of Westlake Academy. The Chapter Advisors do not serve as members of the Faculty Council.
- Students who have committed Level II and/or Level III disciplinary infractions during the current school year of application will not be considered for membership.
- Academic dishonesty at all levels will immediately disqualify any student from consideration for membership.
- Recurring instances of failing to turn in homework/complete assignments will be taken into account when applications are reviewed.



Membership requirements include:

- Attendance at NJHS / NHS meetings during the school year;
- Membership dues;
- Participating in service projects each year following the Chapter Advisors guidelines;
- Meeting the service experiences (DP CAS)/points (MYP) requirements at each checkpoint each year; and
- Any member who falls below the Westlake Academy standards of scholarship, leadership, character and/or service may be dismissed from the Westlake Academy chapter of the National Honor Society. or National Junior Honor Society.

STUDENT DRIVERS

Students may apply for a parking permit once they have a fully authorized state driver's license, present insurance papers, and parental authorization and liability forms. Information may be obtained on the Academy's website and through the administration office. Each year, the student will receive a Westlake Academy parking sticker to place on the car, and all student vehicles must use the parking spaces reserved for them according to the location and permit fee remitted to the office. **Please see the front office for additional information and/or to obtain a parking permit map and a fee schedule.** Further information is also available in the [2025-26 student parking policy document](#).

At this time, student drivers outnumber Westlake Academy parking spaces. Parking spaces are numbered and reserved. A student parking space will be obtained in the following order: (1) Seniors, (2) Juniors, (3) Sophomores. No student without a parking permit will be allowed to park on campus when all reserved parking spaces are filled.

Per Westlake Academy student parking policies, school administration may suspend the permit of any student vehicle from driving or parking on campus for the violation of any rule or regulation or unsafe driving, whether or not the incident occurs on campus or if the student's driving privilege is interfering with class attendance or academic performance, as determined by the Principal's or their designee. In the case of suspension, the permit may be reinstated, with the assessment of new fees, at the discretion of the Principal or the Principal's designee. **Students are also not allowed to go to their vehicles during the school day without permission from an administrator. Doing so can and will result in the loss of parking privileges.**

All laws regulating traffic on public roads and laws about licensed drivers under the age of 18 apply to the operation of vehicles on campus. We would like to remind students and parents that the Texas law applicable during the first six months of the driver's license (These persons may not operate a motor vehicle with more than one passenger in the vehicle under the age of 21 who is not a family member) will apply at Westlake Academy. All student drivers must comply with the rules and policies of Westlake Academy. All students issued a permit are subject to vehicle searches.



Students can drive and park on campus between 6:00 a.m. and 9:00 p.m. They are to drive in a safe and slow manner, never more than ten mph. Students may not leave school without an authorized excuse before the end of the school day or allow another student to use their automobile during the day for such a purpose. Student drivers must exit the campus following the regular dismissal line. Student drivers cannot operate a motor vehicle while using a wireless communication device.

MYP student drivers (grade 10) are not permitted to self-checkout. They must be checked out by a parent or guardian (ID required) in the WA front office.

- In the event of an emergency and/or medical appointment only, a parent must email kcarrabine@westlakeacademy.org and/or call the front office. Upon the student's return, a signed parent/guardian note or valid appointment documentation must be provided to the programme's principals.

Seniors will have the option to purchase a dedicated parking space and paint the space with Academy approval. Details regarding this process will be available to all students and parents and communicated via the Communique.

The school reserves the right to search vehicles parked on the campus as outlined in Board of Trustee Policy No. 3.15.

STUDENT TRIPS

In an effort to provide the safest possible environment for Westlake Academy students, this policy will be enforced on any and all trips that require students to be away from the property (located at 2600 J. T. Ottinger Road, Westlake, Texas, 76262).

Any trip taken away from the school is a privilege, not a right, and students are required to represent the school responsibly. This privilege can be revoked, and/or students could subject themselves to the discipline policy, up to and including expulsion for inappropriate behavior as deemed necessary by the school administration.

Planning and Organizing Student Trips for the 2025-2026 School Year

The following schedules will be in place for the 2025-2026 school year in an effort to provide as much notice as possible for planning and budgeting purposes.

Primary Grades	Trip Format/Location	Date of Occurrence
K – 2	Local, daytime field trips, no overnights	
3	Unit of Inquiry related trip (domestic) Example ~ Camp Allaso	Spring
4	Extended Day field trip, no overnights	

Parent / Student Handbook 2025-2026



Example ~ The Alamo/Caverns

5 Unit of Inquiry related trip (domestic) Fall
Example ~ Camp Jolt

Secondary Grades Trip Format/Location		Date of Occurrence
6	Team Building (domestic) Example ~ Camp Eagle, Rocksprings, TX, three night stay	Fall
7	Local, daytime field trips, no overnights	
8	Historical Trip (domestic) Humanities (U.S. History) Example ~ Washington D.C.	Spring
9	Local Daytime Trips, No overnight	
10/11	International Student Leadership Symposium (if selected)	Spring
9/10/11	Student Exchange with Argentina / Costa Rica (if selected)	Summer
12	Senior Retreat Team Building (domestic)	Fall
12	Senior Week Daytime Trips (domestic)	Spring

Requests to organize student trips other than those identified above must be submitted to the Head of School or his/her designee by an Academy employee in compliance with Board Policy at least 12 months prior to the proposed departure date. Trip submittals will then be reviewed according to the applicable Board Policy and any administrative guidelines. All trip approval must be obtained from the Superintendent or Board of Trustees prior to the expenditure of any public funds. Any expenses incurred prior to approval may not be reimbursable.

Chaperone Responsibilities

An Academy employee must be designated as the Trip Leader for each school-sponsored trip. This individual is responsible for the appropriateness of all decisions concerning the students while away from Westlake Academy. The Trip Leader is also responsible for ensuring that the required number of chaperones is available.

The Trip Leader is responsible for providing information prior to the trip to all chaperones, students, and parents related to the social norms of the trip destination and any specific behavior expectations related to the culture of the destination.

Chaperones are expected to make the supervision of Academy students their priority during a student trip. For residential trips, the Trip Leader will be responsible for developing a schedule that provides each chaperone with an appropriate amount of off-duty time. Chaperones are not permitted to bring a spouse or other children who are not otherwise eligible for participation in the student trip as their guests, even at their own expense.



All chaperones for school-sanctioned trips will be members of the Westlake Academy faculty and staff. Parents may be provided the opportunity to attend certain domestic student trips with their children. Such opportunities will be identified in the information distributed about the trip to Westlake Academy families.

Please note that the Student Exchange with Argentina / Costa Rica does not have an Academy employee as a chaperone in the destination country. Students participating in this exchange stay with a host family. An Academy employee does act as a facilitator and supports the coordination of travel arrangements and liaises with the host families and school.

Financing

Parents will be given adequate notification about the payments for the trips. Trip leaders, in consultation with the respective principals, will ensure that trips are not out of the 'normal range' of costs to make it equitable for all parents. Participation in school-sanctioned trips is voluntary, and all students participating shall be responsible for all fees and costs associated with the trip. Students are also responsible for all incidental costs associated with travel, including, but not limited to, fees associated with transportation to airports or other departure locations, passport fees, required vaccinations and/or suggested medications, and money for souvenirs, snacks, and other incidentals.

Generally, all trip expenses are non-refundable. An explanation of any refund opportunities will be included in the trip-specific information provided to families prior to committing to participation on a school-sanctioned trip.

If an insufficient number of students commit to attending a trip, the trip may be canceled or postponed. If the trip is canceled or postponed, all monies collected will be returned to the parents with the exception of nonrefundable fees.

Transportation

Westlake Academy students must ride in the transportation provided by the school unless prior written permission has been given in advance for the child to ride with his/her parents.

For trips that require airplane transportation, the official starting point of the trip is the designated airport. Parents are required to drop off and pick up students from the airport.

HOUSE SYSTEM

Westlake Academy has implemented a house system, with each student and faculty member assigned to a house named after people who represent qualities that are important to and inherent in our mission/vision statement. The House system encourages school and team spirit, integration, responsibility, and a sense of community. Membership in a House is life-long; each student should feel responsible for the well-being of the members and be proud to work for the betterment of the House. Houses will work together and compete in academic, sporting, and service projects and events. All siblings will be assigned to the same House.



Westlake Academy Houses

Keller: In 1882, at age two, Helen Keller became deaf and blind. Nevertheless, she learned to read, write, and speak, attended the most prestigious women's university in the USA, and became a spokeswoman for all people with disabilities. She represents determination, perseverance, and passion. The color of Keller House is red, the color of the heart.

Thoreau: Henry David Thoreau was a writer, thinker, and naturalist. He was one of the country's first environmentalists. He represents a love of nature, independent thinking, and standing up for one's convictions. Green – the color of the earth -- is the color of Thoreau House.

Wheatley: Sold into slavery at the age of seven, Phillis Wheatley nonetheless learned to read and write in English, Greek, and Latin and published her first poem at the age of 13. She was the United States' first African-American poet. She represents our search for spirituality and cultural diversity. Orange is the color of Wheatley House.

Whitman: The father of free verse, Walt Whitman, was truly an innovator. His poetry exalts the democratic spirit and a love of country. Blue—the color of the wide expanse of ocean—is Whitman House's color.

PARENT INVOLVEMENT & COMMUNICATION

PYP Classroom Celebration Guidelines 2025-2026

Treats

Any treats brought to campus for birthdays, class parties, or events need to be:

- store bought;
- in original packaging;
- labeled with all ingredients from a nut free facility.

We are unable to accept any homemade treats or those without a full manufacturer ingredient list provided.

Birthday Celebrations

Parents who want to bring treats to celebrate their child's birthday to class will follow these steps:

1. Contact the teacher via email at least 2 school days prior to the date you want to bring the treats.
2. Drop-off the treats to the front office by 8:30 am so that the teacher can plan the best time to incorporate them into the classroom schedule.
3. Birthday recognitions are a student only event. Families are welcome to send a card (no gifts, please) with the treats to be opened with the treats.



4. Although not required or expected, consider accommodating any additional food allergies of the class.
5. Planning a birthday party or organizing a playdate outside of school? Remember to use the [Directory Spot](#) to connect with fellow parents and students in your child's grade/class! If you need an account, please email secretary@wahoc.org.

PYP Classroom Celebration 2025-2025 Plan

Reference the dates and times for celebrations planned for the 2025-2026 school year [here](#).

WESTLAKE ACADEMY AFFILIATES

Westlake Academy Foundation (WAF)

The Westlake Academy Foundation was established in 2003 as an independent, non-profit 501(c)3 corporation to raise and receive contributions supporting the quality education at Westlake Academy. Foundation efforts fund school operations, academic programs, teacher training, capital improvements and expansion, equipment, technology, and an endowment. Initiatives include the Blacksmith Annual Fund and North Texas Giving Day online event, the "Westlake Baja" fundraiser, and the "Gallery Night" benefit auction. The Foundation provides approximately \$1.5M annually to support daily Academy operations and to fund teacher grant requests and student travel scholarships. A volunteer Board of Directors composed of parents and community members meets monthly; an independent auditor reviews financials annually. To reach the Foundation, please contact Dr. Shelly Myers, Exec. Director (817-490-5722; smyers@westlakeacademy.org).

House of Commons (HOC)

The House of Commons, the 501(c)3 Parent-Teacher Organization, is guided by its mission statement and its primary goal to enhance the education of our children by:

- Promoting the Learner Profile
- Promoting high academic standards
- Promoting the philosophy, direction, and image of Westlake Academy
- Increasing and facilitating communication between home and school
- Providing a forum for discussion of any school-related issues
- Maintaining a network for parental participation
- Creating and maintaining a sense of community

Mission Statement: In addition to building, serving, and supporting the Westlake Academy Community, the Corporation's purpose is to foster a first-class education for all Westlake Academy students. All other purposes further this underlying goal.

Westlake Academy Booster Club

The Westlake Academy Booster Club is the athletic booster club for all of Westlake's athletic programs. The Booster Club's purpose is to raise funds, provide volunteers, and generate moral



support for Westlake Academy's athletic programs. The Booster Club will comprise students, parents, staff, and community partners who work together to provide financial resources and support to our athletes, coaches, and teachers.

Please visit www.blacksmithbooster.com to learn how your family can help support our athletes and our championship traditions in competitive junior high and high school sports.

Campus Leadership Team (CLT)

The Campus Leadership Team will facilitate the flow and exchange of ideas between members of the Westlake Academy community, including students, staff, parents, and Westlake residents, and plan and implement ways to increase the school's effectiveness in allowing students to maximize their potential.

Major Objectives:

1. Identify the educational needs of the community.
2. Advise on educational, social, and physical events which can benefit the school and community.
3. Recommend strategies for improving communication between school-parent, parent-teacher, teacher-student, and school community, and implement these strategies when appropriate.
4. Complete initiatives and projects assigned by school leadership.

The Campus Leadership Team comprises school leadership positions, two community members, six student members, three parent members, and three faculty members. Student, parent, and faculty members must represent the three sections of the school: the PYP, MYP, and DP programs. Meetings are to be held regularly, not less than four times a year.

COMMUNICATION

Establishing and maintaining fluid communications with the home enhances a child's success at school. To foster communication, Westlake Academy will post current events and other important school-related information on the [website](#) and in the weekly e-newsletter, The Communiqué.

Lines of Communication

Maintaining open lines of communication is vital to the student's success and the creation of a positive home-school relationship. In pursuit of that effort, the guidelines below will help ensure that all communication is timely and effective.

If you have a question or concern, email your child's classroom teacher. Please allow 24 hours for your teacher's response. If you cannot resolve your concern, please contact the Programme coordinator if it relates to curriculum or the appropriate administrator if it relates to discipline.



WEATHER-RELATED CLOSINGS, DELAYS & EARLY DISMISSALS

When there is the potential for severe or inclement weather, the Town of Westlake staff will begin to travel the roads and visit the campus in the early morning to decide whether to delay or close the campus if necessary. Westlake Academy will also work with local and state authorities to monitor road conditions. Depending on weather conditions, a decision will be made, and parents will be notified as soon as possible.

Who decides whether the Academy will be delayed, dismissed early, or closed?

The Head of School or their designee will determine whether or not the school is closed, delayed, or ending early in consultation with the Facilities Director, Town Manager, or designated administrator.

How do we decide to close, delay, or dismiss students early?

When we have the possibility of severe weather incidents, there are several factors that are considered before the Academy being closed, delayed, or ending the day early. They include the following:

- The safety and welfare of students, staff, and parents;
- Information on the road conditions and the ability of parents to safely transport students from their home to school and back and the ability of our student drivers to get home safely;
- The amount of snow/ice accumulated and whether conditions are continuing to worsen;
- Building and facility conditions (electricity, heat, and water);
- Parking lot conditions;
- Temperature and wind chill;
- Weather predictions;
- Sidewalk conditions; and
- What other school districts are doing?

How will parents and students be notified?

- A telephone notification will be made to all numbers provided to the Academy;
- Westlake Academy's website and social media page will be updated;
- An email notification and sms will be sent to all families;
- The Academy will notify local news media to be included on their website and broadcasts.

Delayed Start

If conditions appear to improve, school may be delayed by two hours. If the conditions do not improve, the Academy may be closed based on the abovementioned criteria. Please make sure to continue monitoring the notification mediums. The decision to close following a delayed start will be posted no later than 6:30 am.



Early Dismissal

Students are safe at the Academy, and we are concerned with sending students home without supervision in inclement weather conditions. The Academy, guided by the Emergency Operations Team, may determine, based on weather and road conditions, to end school early. If this occurs, parents will be notified through the described channels. Parents are always welcome to come and get their children if they feel that is the best decision for them, but if we are in a severe weather event, the Academy goes into lockdown, and students are not allowed to leave until the event expires.

TECHNOLOGY USE & ELECTRONIC COMMUNICATIONS

Westlake Academy believes technology, when used responsibly, efficiently, ethically, and legally, offers valuable, diverse, and unique resources to administrative staff, teachers, and students that promote educational excellence. Westlake Academy is committed to helping students and staff use technology as an effective educational and administrative tool and to meet state and national educational standards. It is understood that students and staff will use technology maturely and professionally by [2025-2026 Westlake Academy's Student Parent Property Agreement regarding electronic devices.](#)

Technology and electronic communication device (ECD) users (administrative staff, faculty, and students) are responsible for appropriate behavior and acceptable use when accessing technology in the school. General school rules for conduct and communication apply to Internet and network use or any ECD. This includes but is not limited to computers, scanners, still and video cameras, cell phones, mobile hotspots, document cameras, SmartBoards, LCD projectors, iPads, iPods, Kindles, charging devices, and all electronic devices. The use of technology shall be considered a privilege, not a right of each individual. Failure of a user to follow acceptable use standards may result in termination of technology privileges, appropriate disciplinary action as stated in school policies, and possible notification of law enforcement. Westlake Academy will fully cooperate with local, state, or federal officials in any investigation of illegal activities conducted within or through the school system.

Internet, email, and phone use within Westlake Academy should be used solely for educational purposes. However, It is important to recognize that traditional instructional resources and library materials can be screened with reasonable selection criteria. Technology that links to any public file server provides access to material that may not be considered educationally sound in the school setting. Westlake Academy has taken precautions to restrict access to unacceptable information by CIPA rules by employing a firewall/filter, which is automatically and continuously updated to protect against current threats. However, it is important to understand that no solution is 100% perfect, and at times, educational sites may be inadvertently blocked, and conversely, inappropriate sites may be accessible. Students will be provided with guidance and instruction in the appropriate use of technology resources, including the Internet, so that responsible choices can be made if such a breach occurs. Westlake Academy will make no



guarantee relating to the reliability of the data connection and, therefore will not be held liable for any data loss or data corruption resulting while using Westlake Academy's network.

Student use of technology will be permitted upon verification of the signing of the student technology use agreement form. The principal or designee will maintain signature records and be responsible for enforcing the Technology & Electronic Communication Device Acceptable Use Policy. Westlake Academy reserves the right to amend the terms and conditions of this policy without notice.

Technology Terms and Conditions

1. User Personal Safety includes but is not limited to:

- Users will not post personal information about themselves or others. Personal information includes, but is not limited to, the following: name, address, profiles, telephone, date of birth, pictures, etc.
- Users will never arrange for meetings with anyone they have met online without the knowledge of the school and permission of a parent/guardian.
- Users will promptly disclose to their teacher or administrator any message they receive that is inappropriate or makes them feel uncomfortable.
- Users will not harass another person or engage in personal attacks, including those that are prejudicial or discriminatory in nature, following the guidelines of the anti-bullying policy.

2. Respecting Technology Equipment

- Users will exercise caution when handling technology devices.
- Users will follow guidelines for the proper usage of equipment.
- Users will not use another person's computer resources without authorization.
- Users will not knowingly destroy any Electronic Communication Device technology equipment, including but not limited to keyboards, cases, mice, charging devices, accessories, and peripherals.

3. Westlake Academy System Security

- Users should take all reasonable precautions to prevent others from gaining access to their account(s). (Example: private strong passwords)
- All users are responsible for their account(s).
- If an individual suspects a possible security breach, the user will immediately contact their teacher, the building principal, or the technology coordinator.
- Users will not disseminate passwords, codes, telephone numbers, account numbers, grades, or other individual documents to unauthorized persons.
- Westlake Academy ECDs, network, and related technologies are the property of the school and subject to inspection by the administration at any time.
- Users should not have a privacy expectation regarding the contents of their files on Westlake Academy's network, including all ECDs or web-based systems that Westlake Academy has contracted with to provide storage or services (Google Workspace for Education/offsite backup facility).
- Westlake Academy reserves the right to monitor or spot check any Internet or ECD activities occurring on school equipment or accounts.



4. Illegal Activities includes, but is not limited to:

- Users will not attempt to gain unauthorized access to Westlake Academy's system(s) or go beyond their authorized access.
- Users will not deliberately attempt to disrupt the performance of any computer system or destroy data via a virus or any other means.
- Users will not use Westlake Academy's system to engage in illegal acts.
- Vandalism of any kind will require restitution for costs associated with hardware, software, and system restoration and cancellation of ECD privileges.

5. Plagiarisms and Copyright Infringement:

- Users will respect the rights of all copyright owners, recognizing that infringement occurs when a person reproduces a work protected by a copyright. Students should check with teachers and support staff regarding laws.
- Users will not plagiarize; therefore, they should cite all quotes, references, and sources following the WA Academic Honesty Policy and assignments requirements stated by teachers.
- Acknowledging the source of copyrighted material does not substitute for obtaining reproduction rights.
- Users may reproduce copyrighted works within the limits of fair use and use proper citations. Fair use is explained at: <http://www.copyright.gov/fls/fl102.html>.
- Users of Westlake Academy ECDs will not install pirated software. All users should be aware that disseminating illegally obtained software (pirated) is a federal offense that is punishable by imprisonment, fine, or both.

6. Technology Etiquette includes but is not limited to:

- Be polite. Do not get abusive in your messages to others.
- Exercise caution when using sarcasm and humor. Without face-to-face communication, a joke or statement may be misunderstood.
- Show consideration and respect for others at all times.
- Be respectful of the rights of other network users and do not violate their privacy.
- Be aware of the intent and function of an individual or group before sending a message.
- Deliberately posing as a user other than yourself is prohibited.
- At the conclusion of a session, a user will log off of the system he/she is using.
 - **Do not use inappropriate language or actions on ECDs, which include, but are not limited to:**
- Posting of public and private messages on web pages, cell phones, and other devices.
- **Users will not use obscene, profane, lewd, vulgar, offensive, inflammatory, discriminatory, threatening, or disrespectful language.**
- Users will not participate in hate mail, harassment, discriminatory remarks, and other harmful or inappropriate behaviors.
- Respect for privacy includes, but is not limited to:
- Users will not forward or post a message sent to them privately without the consent of the person who sent it.
- Users will not post private information about another person.
- Users will not interfere with other users' ECD work or files.



7. Inappropriate Access to Material includes, but is not limited to:

- Users will not use Westlake Academy technology to access material that
- is profane or obscene (pornography)
- advocates illegal or violent activities, or
- advocates discrimination towards other individuals or groups.
- If a user inadvertently accesses inappropriate material, he/she should immediately notify his/her teacher or administrator, thereby avoiding an allegation of intentional violation of the Technology & Electronic Communication Device Acceptable Use Policy.
- Users will not deliberately attempt to override/circumvent the firewall or encourage others to do so.

8. Respecting Resource Limits:

- Users will use technology specifically for educational or career development activities.
- Users will not download large files or software programs without the authorization of the systems administrator. Sometimes software, particularly if offered as “free,” comes with undetectable spyware and advertising that can disable a computer or an entire system.
- Users will not post chain letters or engage in “spamming” (sending unnecessary messages to many people).
- Users may not use the network for personal and commercial purposes, such as, but not limited to, offering or purchasing goods and/or services for personal use.
- Users will not alter the configuration of a computer or network in any way without permission from authorized staff.
- Users will not intentionally waste resources like paper, ink cartridges, storage space, batteries, etc.
- Users acknowledge that data will be retained only until August of their graduation year and that it is their responsibility to transfer data from any Westlake Academy system.

9. Unacceptable Use can be defined as but not limited to:

- Furthering personal causes such as political, religious, or commercial views
- Disseminating threatening or harassing messages
- Disseminating sexually explicit or otherwise inappropriate material
- Attempting to gain unauthorized access to computers, servers, Google Workspace for Education accounts, voicemails, or other ECD's
- Purposely infecting the network or computers with spyware, malware, or viruses
- Gaining access by using another's credentials
- Using the Internet to access bandwidth-grabbing programs unless authorized to do so
- Violating copyright laws (anything from the Internet should be regarded as copyright protected)
- Downloading or uploading any data or material not specifically related to school work.
- Users will not download, store, create, or forward any information/data that is inflammatory or defamatory to any race, creed, ethnicity, religion, sexual orientation, or political beliefs of any individual or group.
- Users will not download any unauthorized software, file, or program
- Users will not download, store, create, or forward any information regarding explosives or weapons unless it is information for a specific class assignment.



10. Appropriate / Inappropriate Use of Educational Technology:

- Users will not use any Westlake Academy technology to play games that have been downloaded onto a technology device or that are played on the Internet.
- Assigned, teacher-approved interactive tools, which are directly related to the curriculum, are permitted.
- Users will not use the Internet or other technology media to access chat rooms or instant messaging.
- Users will not access personal accounts, including email, music, banking, shopping, and other personal accounts.
- Users will not access the Internet or other technology media for financial or commercial gain. Ex. gambling, eBay
- Users' activities, projects, or materials developed with Westlake Academy's technology and ECDs must reflect our educational standards and policies. This includes, but is not limited to, web page designs, PowerPoint presentations, radio broadcasts, etc.
- Users will not impersonate other individuals, real or fictional.

11. Google Workspace for Education:

- Google Workspace for Education is provided to all staff, faculty members, and students in grades K through 12.
- Email that originates from or is received by a school-owned computer or its contracted hosting company, in our case Google Workspace For Education, is the property of Westlake Academy and can be used for or against during a legal proceeding. The same holds for voicemails stored on Westlake Academy phones and systems.
- All users of the Westlake Academy email system should know that when writing or responding via email, please remember that the Secretary of State's Office has determined that email is a public record.
- All e-mail communications sent or received by persons using the Westlake Academy network are subject to disclosure under the [Public Information Act, Texas Government Code Chapter 552](#), and the Federal Freedom of Information Act (FOIA).
- Westlake Academy reserves the right to terminate a Google account either temporarily or permanently if it is used inappropriately.
- Students will not identify their home telephone numbers, home addresses, or personal information in email correspondence.
- No assumption of privacy should be assumed with Westlake Academy's assigned Google accounts.
- Westlake Academy administrative and technology staff reserves the right to access a user's mailbox to find lost messages, conduct lawful investigations, or comply with investigations of wrongful acts. Westlake Academy will cooperate fully with any law enforcement investigation.
- Illegal activities on the system will be referred to law enforcement authorities for appropriate legal action.
- Westlake Academy reserves the right to change email providers without notice.
- After using a Westlake Academy ECD, the user will log off to prevent another user from using his/her account.



- Since Westlake Academy-assigned Google accounts can be accessed outside the boundaries of our schools (web-based accounts), users are required to maintain the behavior expected of them while in school.

12. Removable Media:

- Removable media can be defined as but not limited to CD, DVD, USB devices, camera flash media cards, and hard drives physically removed from their laptop or computer-based machine.
- Westlake Academy reserves the right to pre-scan any removable media that an individual wants to bring into Westlake Academy's network for viruses and other unwanted malware and spyware.
- Extreme caution is to be exercised by any individual who uses removable media with regard to the safe handling and security of the removable device and its contents. No confidential data is to be transported using removable media.

13. Laptops/iPads:

- Defined as small portable computers, they are considered the property of Westlake Academy even when removed from the premises, and all policies and good faith efforts as previously outlined apply to using them away from the classroom.

14. Limitation of Liability:

- Westlake Academy makes no expressed or implied guarantees that the activities or services provided by Westlake Academy technology or ECDs will be error-free or without defects.
- Westlake Academy will not be responsible for any damages to users including but not limited to loss of data, interruptions of service, personal or psychological damages, or financial losses.
- Westlake Academy is not responsible for the accuracy or quality of content obtained through our network or stored on our systems.
- Finally, Westlake Academy is not responsible for unauthorized financial obligations incurred from using our ECDs or any components of our technology system.

GENERAL IPAD EXPECTATIONS, USAGE, AND CONSEQUENCES

General iPad Expectations and Usage	Consequences
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- Do NOT loan iPads or other equipment to other learners. - Do NOT borrow an iPad from another learner. - Do NOT share passwords or usernames with others. - Do NOT download and use apps or games your instructor does not approve. - Do NOT take photographs of other students and share with others. - Do NOT use your school device for non-school related work. - Use the school-issued login and password. - Mute your device at all times unless permission is obtained from the educator for instructional purposes. - Use earbuds or headphones when permission is given by the instructor.	- Teacher intervention - The teacher will contact the parent/administrator - Discipline referral and use of school technology are removed.
Wallpaper - Inappropriate media may not be used as wallpaper. - The presence of weapons, pornographic materials, inappropriate language, alcohol, drug, or gang-related symbols/pictures will result in disciplinary action.	Discipline referral and use of school technology are removed.
iPad Covers, Accessories, and Care - All students will be required to use the school-issued iPad protective case. - The iPad should come to school fully charged every day. - The iPad must be transported in a backpack or case, and in an appropriate manner. - Individual educators may require a stylus for learning in the classroom.	- Teacher intervention - The teacher will contact the parent/administrator - Discipline referral and use of school technology are removed.

Random iPad checks will be conducted to ensure that students comply with the expectations of technology use.

PRINTING AT WESTLAKE ACADEMY

Westlake Academy uses a print credit system to provide more services to students and to allow students to better meet their changing academic needs. This print credit system provides students with the following benefits:

- Students take responsibility for their printing.
- Students print to meet their academic needs.



- Students have more flexibility to meet their own printing needs.

Printing Information FAQs

How does the print credit system work?

At the beginning of the school year, each student is given printing "credit" to use at one of the Westlake Academy designated student printers.

Is there a printing fee?

Students will receive an initial credit of \$1.00 at the beginning of each school year. Students and parents can purchase additional credits. Printing credits cannot be transferred to other users, and at the end of the school year, any remaining balance will be rolled over to the following school year.

How is the cost of a print job calculated?

Westlake Academy provides printing at the following rates:

- Ten cents (\$0.10) for one single-sided Black & White sheet.
- Twenty-Five cents (\$0.25) for one single-sided Color sheet.

Once the printing credit is used, there is no refund option, so please proofread your work before printing. If you experienced a printing problem due to a printer malfunction, report it to the IT Staff for a free reprint.

How can students check their print credit balance?

Students can view their current printing credit balance, overall print usage, and the environmental impact of their printing by visiting the printing portal and logging in using their WA Student ID and password. Students must be on the Westlake Academy network to access this service.

What if students exceed their initial print credit?

Students who expend all of their \$1 allotted printing credit may purchase additional printing credit:

Printing Guidelines

1. Students can only use the designated student printers.
2. Students are encouraged to use double-sided printing when available and appropriate.
3. Printing should be conducted outside of class time.
4. Students are to print only school-related assignments and materials.
5. Teachers and staff are not allowed to print for students.
6. Teachers & Staff can restrict printing from any student who abuses printing policies.



DISCIPLINE AND DISCIPLINARY PROCEDURES

PARENT/STUDENT QUESTION AND COMPLAINT PROCEDURES

Informal Resolution

Students and parents are encouraged to discuss concerns and complaints through informal conferences with the appropriate teacher, principal, or campus administrator.

The Westlake Academy Board's policy is to encourage early resolution of concerns at the lowest possible staff or, if necessary, administrative level. Concerns should be expressed informally if possible and as soon as possible.

In that regard, Westlake Academy teachers can be contacted daily via e-mail, or telephone voicemail. Although detailed concerns regarding a particular situation may not be appropriate for email communications, you may use this avenue to contact the teacher and schedule a face-to-face meeting at your earliest convenience. Teachers unable to deal with a concern may refer to:

- School counselors;
- Elementary Assistant Principal;
- Principal;
- Director of Secondary Education G6-12
- Head of School and/or Superintendent

If the informal process does not resolve the complaint, the complainant may initiate the formal complaint process. Notwithstanding any attempt to informally resolve a complaint, a formal complaint must be initiated within ten days of the date the complainant first knew, or with reasonable diligence should have known, of the existence of the complaint. All formal complaints must be filed utilizing the Westlake Academy Parent/Student Complaint Form.

Formal Complaint General Provisions

- "Complaints" and "Grievances" have the same meaning.
- Complaints from an event or related events must be addressed in one complaint. A student or parent may not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a prior complaint.
- Complaints and appeal notices must be in writing utilizing the formal complaint form and may be filed by hand-delivery or email. Hand-delivered filings shall be filed in a timely manner if received by the appropriate administrator or designee by the close of business on the deadline. E-mail filings shall be filed promptly if received on or before the deadline, as indicated by the date/time shown in the email copy.
- "Days" shall mean school business days. In calculating timelines, the day a document is



filed is “day zero.” The following business day is “day one.” In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

- “Response” shall mean written communication from the appropriate administrator with the student or parent. Responses may be hand-delivered or sent by U.S. Mail to the student’s or parent’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
- A student may be represented by an adult at any level of the complaint. The student or parent may designate a representative through written notice to the Academy at any level of this process. If the student or parent designates a representative with fewer than three days’ notice to the Academy before a scheduled conference or hearing, the Academy may reschedule the conference or hearing to a later date, if desired, to include the Academy’s counsel. The Academy may be represented by counsel at any level of the process.
- All time limits shall be strictly followed unless modified by mutual written consent. If a complaint or appeal notice is not filed in a timely manner, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

To provide clarity and a step-by-step process for students and parents regarding the complaint process, the procedures have been assigned a “level” designation with specific time requirements for filing and staff response. Forms may be found in Appendix D.

Level One – Complaints (grievances) must be:

1. In writing, dated, and must describe the subject matter of the complaint, the date of the occurrence(s), and identify any persons with knowledge of the alleged complaint;
2. Filed within ten days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
3. Submitted to the lowest level administrator with the authority to remedy the alleged problem.

Students and parents shall file Level One complaints with the PYP assistant principal or secondary principals. If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint was received and should immediately forward the complaint to the appropriate administrator.

The appropriate administrator shall investigate as necessary and may hold a conference with the student or parent within ten days of receiving the written complaint. The administrator may set reasonable time limits for the conference.



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

Level Two Appeal

If the student or parent is not satisfied with the Level One response, or if the time for a response has expired, the student or parent may request a conference with the Principal or designee to appeal the Level One decision. The appeal notice must be filed in writing within five days of the date of the written Level One response or, if no response was received, within five days of the Level One response deadline.

Upon notice of the appeal, the Principal or designee shall review the Level One record, including:

- The original complaint and any attachments.
- All other documents submitted by the student or parent at Level One.
- The written response issued at Level One and any attachments.
- All other documents the Level One administrator relied upon to reach the Level One decision.

The Principal or designee shall hold a conference within ten days after filing the appeal notice. The conference shall be limited to the issues presented at Level One and identified in the Level Two appeal notice. At the conference, the student or parent may provide information concerning any documents or information included in the Level One record. The Superintendent or designee may set reasonable time limits for the conference.

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

Level Three Appeal

If the student or parent did not receive the relief requested at Level Two or the time for a response has expired, the student or parent may appeal the decision to the Head of School. The appeal notice must be filed in writing within ten days of the written Level Two response date or, if no response was received, within ten days of the Level Two response deadline.

Level Four Appeal

If the student or parent did not receive the relief requested at Level Three or the time for a response has expired, the student or parent may appeal the decision to the School Board. The Head of School or designee shall inform the student or parent of the date, time, and place of the



Board meeting at which the complaint will be on the agenda for presentation to the Board. The Head of School or designee shall provide the Board with the record of the Level Three appeal. The student or parent may request a copy of the Level Three record. The Level Three record shall include:

1. The Level One and Two record.
2. The notice of appeal from Level One to Level Two to Level 3.
3. The written response was issued at the prior Levels, along with any attachments.
4. All other documents utilized to reach the prior Levels' decisions.

Anti-Bullying Policy

Bullying of any kind is completely unacceptable and will not be tolerated at Westlake Academy.

All members of the Westlake Academy community have a right to a safe working and learning environment. This environment is characterized by tolerant and friendly contact across and within year groups and positive adult involvement. Independence of thought and action should be respected, allowing individuals to flourish without any fear. Every member of the school community has the right to be safe and happy in school and to be protected from feeling vulnerable.

STATE LAW: The Texas Education Code, Chapter 37 Section 37.001, requires each independent school district in Texas to have a local policy that prohibits bullying, harassment, and making a hit list and ensures that district employees enforce those prohibitions; and provides, as appropriate for students at each grade level, methods, including options, for:

- (A) managing students in the classroom and on school grounds
- (B) disciplining students, and
- (C) preventing and intervening in student discipline problems, including bullying, harassment, and making hit lists.

Under the requirements of 37.001(a)(8), the school district is also required to have specific options developed under the local policy that is appropriate to each grade level that provides for preventing and intervening in student discipline problems, including bullying, harassment, and making a hit list. Under Texas Education Code, Chapter 25, Section 25.0342, a parent has an opportunity to transfer their child to another campus if their child has been determined by the school to have been bullied.

We recommend that you review the local policy on bullying and harassment. All Westlake Academy staff know the policy and have current training on recognizing and preventing bullying and harassment.



REPORTING

Each student must report bullying or threats to the nearest teacher or adult as soon as possible so school officials may take appropriate action. Accurate and prompt reporting allows school administration to intervene when inappropriate behavior is recognized. Further, students should feel comfortable to approach staff with their concerns. Parents and students should immediately report potential bullying to a teacher, counselor, or administrator. P3 is also available for anonymous reporting. It is vital that there is an atmosphere in the school whereby any student who is being bullied, or others who know about it, feel confident that they will be listened to and believed and that swift, effective, and sensitive action will be taken.

Investigations

After a report has been made, parents of the alleged targets and bullies will be notified according to Texas Education Code 37.0832. A prompt investigation will be initiated.

Westlake Academy administrators and threat assessment teams use the [Texas School Safety Center checklist](#) to investigate potential bullying. Discipline is administered according to the investigation findings and the Westlake Academy Code of Conduct.

Prevention

Westlake Academy will prevent bullying through:

- Student Education (including but not limited to peer conflict, appropriate peer interactions, Seeing something, Saying something, Doing something)
- Counseling support for targets and bullies
- Supporting actual and/or potential targets
- Discipline and education with the bully
- Prohibiting false accusations
- Protecting students who report
- Community/ Parent Education
- Comprehensive Anti-bullying resources are located on the Westlake [Academy Website](#).

Since bystander support of harassment or bullying can encourage these behaviors, the school prohibits both active and passive support for these acts. Westlake Academy encourages students to walk away from these acts when they see them, constructively attempt to stop them or report them to the designated authority. Westlake Academy promotes a "See something, say something, do something" approach.



Student Code of Conduct 2025-2026



Westlake Academy Code of Conduct

MISSION

Westlake Academy is an IB Continuum School where students become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world.

VISION

Westlake Academy inspires college-bound students to achieve their highest individual potential in a nurturing environment that fosters the traits found in the IB Learner Profile: Inquirers, Knowledgeable, Thinkers, Communicators, Principled, Open-minded, Caring, Risk-takers, Balanced, and Reflective.

DEVELOPMENT OF THE STUDENT HANDBOOK AND CODE OF CONDUCT

Westlake Academy's Parent Student Handbook and Code of Conduct have been revised as necessary to serve our parents and students best and adopted by the Westlake Academy Board of Trustees. This handbook informs parents and students about school-related issues, standards of conduct, consequences of misconduct, and procedures for administering discipline. Following state law, this handbook will be posted on Westlake Academy's website and available for review at the campus principal's office. Parents will be notified of any conduct violation that may result in a student being suspended or expelled from Westlake Academy. Because Westlake Academy's Board of Trustees adopts the Student Handbook and Code of Conduct, it has the force of policy. The law shall control if there is a conflict between the Code of Conduct and state or federal law. If there is a conflict between the Code of Conduct and Westlake Academy Board Policy, the most recently adopted item will control.

DISCIPLINE MANAGEMENT PLAN

Westlake Academy's discipline management plan, known as the Code of Conduct, contains information on the rights and responsibilities of students and outlines student behavior expectations and disciplinary consequences for violations of those expectations. The Student Handbook and Code of Conduct shall be posted on Westlake Academy's website for all students, parents, teachers, and administrators to review. Copies of these documents may also be obtained at the campus upon request. Students and parents must be familiar with the standards in the Code of Conduct and campus and classroom rules that teachers or campus administrators may communicate. Annually, each student and parent shall sign a statement that they have received and read the Student Handbook and Code of Conduct and acknowledge the responsibilities outlined therein. Each parent and student should also be familiar with procedures outlined in campus student handbooks/folders.



DISCIPLINE MANAGEMENT TECHNIQUES

In general, discipline will be designed to improve conduct and encourage students to adhere to their responsibilities as school community members. Disciplinary action will draw on the professional judgment of teachers and administrators and a range of discipline management techniques, including restorative discipline practices. Still, it will not include the aversive techniques prohibited by law. Discipline management techniques used when students violate the Code of Conduct may consist of the following:

- Verbal correction;
- Cooling-off time or “time-out” that does not constitute an aversive technique;
- Seating changes within the classroom;
- Rewards or demerits;
- Counseling by teachers, counselors, or administrative personnel;
- Restitution of damages;
- Temporary removal from class;
- Parent-teacher conferences;
- Temporary confiscation of items;
- Behavioral contracts;
- Detention, including lunch and before and after school;
- Saturday school;
- Special assignments or duties;
- Loss of privileges;
- Exclusion from extra-curricular activities, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations;
- Penalties identified in individual student organizations’ extracurricular standards of behavior;
- Grade penalties as permitted by Board policy;
- Required Parent Meeting;
- Transfer to a different classroom;
- In-school suspension;
- Out-of-school suspension;
- Expulsion;
- Referral to law enforcement;
- Restorative justice;
- Peer mentoring; or
- Training in conflict management.

An aversive technique is an intervention intended to reduce the likelihood of a behavior reoccurring by intentionally inflicting significant physical or emotional discomfort or pain on a



student. The Texas Education Code prohibits the use of such techniques for discipline management. A Westlake Academy employee, volunteer, or an independent contractor of Westlake Academy may not apply an aversive technique or authorize, order, consent to, or cause an aversive technique to be used by a student. The term includes a technique or intervention that:

- Is designed to or likely to cause physical pain other than corporal punishment;
- Is designed to or likely to cause physical pain through the use of electric shock or any procedure that involves the use of pressure points or joint locks;
- Involves the directed release of a harmful, toxic, or otherwise unpleasant spray, mist, or substance near the student's face;
- Denies adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility;
- Ridicules or demeans the student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse;
- Employs a device, material, or object that simultaneously immobilizes all four extremities, including any procedure that results in such immobilization known as prone or supine floor restraint;
- Impairs the student's breathing, including any procedure that involves applying pressure to the student's torso or neck or obstructing the student's airway, including placing an object in, on, or over the student's mouth or nose or placing a bag, cover, or mask over the student's face;
- Restricts the student's circulation;
- Secures the student to a stationary object while the student is in a sitting or standing position;
- Inhibits, reduces, or hinders the student's ability to communicate;
- Involves the use of a chemical restraint;
- Constitutes a use of timeout that precludes the student from being able to be involved in and progressing appropriately in the required curriculum and, if applicable, toward the annual goals included in the student's individualized education program, including isolating the student by the use of physical barriers; or
- Deprives the student of using one or more of the student's senses, except this technique may be used if it is executed in a manner that does not cause the student pain or discomfort or complies with the student's individualized education program or behavior intervention plan. The prohibition on using aversive techniques does not prohibit a teacher from sending a student to a campus administrator's office to maintain effective discipline in the classroom. Texas Education Code Section 37.0023

Westlake Academy's discipline management plan utilizes all discipline management techniques allowed under Texas law, except corporal punishment. Appropriate positive behavior interventions may be included in an Individualized Education Program (IEP) or accommodation plan for a student with an IEP or accommodation plan. Unless expressly stated otherwise, the



behavior interventions in an IEP or accommodation plan supplement the Student Handbook and Code of Conduct.

DISCIPLINE AUTHORITY

Campus leadership is designated primarily responsible for overseeing discipline concerns on the campus. Per Westlake Academy Board Policy, Principals and Assistant Principals shall establish school rules and regulations to ensure a safe, educational program free from disruption for all students and consistently and fairly enforce all discipline policies, school rules, and regulations.

DISCIPLINE MANAGEMENT TRAINING

All campus leadership must remain current on TEA mandates, laws, and regulations. Each Principal shall provide discipline management professional development training for campus staff, including the Assistant Principal. The training must include a review of Westlake Academy's Student Handbook and Code of Conduct and any campus-based discipline strategies or techniques.

DISCIPLINE RECORDS

Campus administrators will maintain discipline records for each student separately from the student's permanent record file. Discipline records remain active for the current school year. At the end of the school year, these records are stored for the period specified by the Texas Education Agency's record retention schedule before being destroyed. Students start each year with a clean discipline record, except for those assigned disciplinary consequences extending beyond the end of the previous school year. However, a student's disciplinary history remains available to campus administrators to review and consider in certain circumstances, such as assessing disciplinary consequences for a new violation of the Code of Conduct. ManageBac is utilized for behavior notification purposes in all programs.

GUIDELINES FOR ASSESSING DISCIPLINARY CONSEQUENCES

Students who violate Westlake Academy's Code of Conduct shall be subject to disciplinary action. Westlake Academy's disciplinary options include using one or more discipline management techniques identified in the Code of Conduct. When imposing discipline, Westlake Academy personnel shall adhere to the following general guidelines:

1. Discipline consequences shall be administered, when necessary, to protect students, school employees, or property and to maintain essential order and discipline.
2. Students shall be treated fairly and equitably. Teachers and administrators have a variety of discipline consequences available. Consequences shall be based on a careful assessment of the circumstances of each incident. Factors to consider shall include the following:
 - a. The seriousness of the offense;



- b. Student's age and grade level;
- c. Frequency of misconduct;
- d. Intent or lack of intent at the time the student engaged in the conduct;
- e. Self-Defense, although depending on all of the relevant circumstances, a student who acts in self-defense may still be subject to an appropriate disciplinary consequence;
- f. Potential effect of the misconduct on the school environment;
- g. Degree of severity and risk of danger;
- h. Student's disciplinary history;
- i. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law;
- j. Student's status in the conservatorship of the Department of Family and Protective Services;
- k. Student's status as a student who is homeless; and
- l. Any other considerations required by law, including any applicable requirements of Texas Education Code Chapter 37 and Westlake Academy's Student Handbook and Code of Conduct.

**Factors identified above under items e, f, i, j, k, and l must be considered for any discipline decision involving suspension or expulsion.

LEVEL SYSTEM

Disciplinary offenses in the Code of Conduct are categorized into four levels that identify offenses and possible disciplinary options available to the teacher or administrator. Discipline should be progressively administered so that each level has an increasing degree of intervention designed to promote student self-discipline unless Board policy, state law, or the Code of Conduct specifies otherwise. The teacher or administrator responsible for the discipline of a student shall apply the Guidelines for Assessing Disciplinary Consequences set forth above. In a given situation, the teacher or administrator may use discretion in determining the action(s) most appropriate to the setting and the infraction, except for inevitable mandatory consequences that may be specified in state or federal law. Campus administrators have the authority to discipline students for violations of the Code of Conduct on campus, on a school bus, or at school-related or school-sponsored activities, as well as certain types of off-campus conduct as specified by law.

RESPONSIBILITIES/STANDARDS

All key stakeholders must fulfill specific responsibilities if a positive learning environment is to be achieved. Both experience and research show that a child's education succeeds best when there is a strong partnership between home and school – a partnership that thrives on communication. Therefore, a cooperative relationship among students, parents, and educators is encouraged. The following responsibilities relate to each stakeholder's role in maintaining a positive learning environment:



RESPONSIBILITIES OF SCHOOL BOARD MEMBERS

- Enact and enforce policies that facilitate the establishment and maintenance of a positive and safe learning environment;
- Approve and support Westlake Academy's Student Handbook and Code of Conduct, and
- Fulfill designated roles in due process and hearing procedures as applicable.

RESPONSIBILITIES OF HEAD OF SCHOOL

- Develop, with input from the Westlake Academy planning and decision-making committee, a draft of a Student Handbook and Code of Conduct for the Board's review and approval;
- Assure Westlake Academy's compliance with state and federal laws;
- Publish on Westlake Academy's website the Board-approved Student Handbook and Code of Conduct;
- Provide training for campus administrators on the Board-approved Student Handbook and Code of Conduct;
- Fulfill designated roles in due process and hearing procedures, as applicable;
- Report certain disciplinary infractions to the Texas Education Agency (TEA) as required by the Texas Education Code; and
- Ensure each employee can access a copy of Westlake Academy discipline policies and procedures.

RESPONSIBILITIES OF PRINCIPALS

- Assume responsibility for the distribution of the Board-approved Student Handbook and Code of Conduct;
- Provide campus-based in-service to students and staff on the Board-approved Student Handbook and Code of Conduct;
- Ensure fair and impartial treatment of students in assigning consequences for disciplinary infractions;
- Maintain an atmosphere conducive to good behavior;
- Exhibit an attitude of respect toward individuals and property and responsibly conduct themselves;
- Facilitate the resolution of school-related conflicts promptly;
- Promote open communications between parents/guardians and school personnel;
- Ensure compliance with appropriate timeframes and procedures for disciplinary due process rights;
- Notify the proper law enforcement agency if there are reasonable grounds to believe that a crime has been committed;
- Provide required notices regarding disciplinary action to parents/guardians where the Assistant Principal is unavailable or unable to provide the required notices.



RESPONSIBILITIES OF ASSISTANT PRINCIPALS

- Primarily responsible for maintaining student discipline;
- Exhibit an attitude of respect toward individuals and property and responsibly conduct themselves;
- Promptly notify parent/guardian by phone, in person, or writing on the day a student is assigned in-school suspension, out-of-school suspension, recommended for expulsion, or is taken into custody by a law enforcement officer;
- Enter behavior notices in the school's discipline management system (ManageBac) with appropriate incident details and actions taken.
- Respond to removals of students from the classroom with appropriate discipline management techniques;
- Ensure compliance with appropriate timeframes and procedures for disciplinary due process rights;
- Notify the appropriate law enforcement agency if there are reasonable grounds to believe a crime has been committed.

RESPONSIBILITIES OF TEACHERS

- Maintain an atmosphere conducive to good behavior;
- Develop, maintain, and communicate classroom guidelines and clear expectations for students;
- Exhibit an attitude of respect toward individuals and property and responsibly conduct themselves;
- Notify parents about significant changes in student behavior;
- Notify the appropriate campus administrator about violations of the Code of Conduct;
- Notify the proper law enforcement agency and campus administrators if there are reasonable grounds to believe that a crime has been committed;
- Adhere to Westlake Academy and campus policies and procedures;
- Establish and maintain open communication with parents.

RESPONSIBILITIES OF STUDENTS

- Read and comply with all provisions of the Student Handbook and Code of Conduct as well as upholding the IB Learner Profile, campus and classroom rules;
- Exhibit an attitude of respect toward individuals and property, even when others do not;
- Behave responsibly, consistently exercising self-management;
- Attend all classes regularly and on time;
- Prepare for each class; take appropriate materials and assignments to class;
- Adhere to Westlake Academy and campus standards of grooming and dress;
- Respect the rights and privileges of students, teachers, and other Westlake Academy staff and volunteers;
- Respect the property of others, including Westlake Academy property and facilities;



- Cooperate with and assist the school staff in maintaining safety, order, and discipline;
- Express opinions and ideas respectfully and courteously;
- Refrain from making profane, insulting, threatening, or inflammatory remarks;
- Establish an effective working relationship with parents, peers, and school personnel;
- Cooperate with all lawful and reasonable directives issued by school personnel;
- Seek changes in school policies and regulations through approved channels in an orderly and responsible manner;
- Cooperate with Westlake Academy staff in investigations and all school-related matters;
- Give parent/guardian a copy of all notices, including discipline notices, promptly;

RESPONSIBILITIES OF PARENTS/GUARDIANS

- Review the Student Handbook and Code of Conduct and discuss the contents with their child;
- Acknowledge receipt of the Student Handbook and Code of Conduct as requested;
- Participate in meaningful conferences with school personnel regarding their child's academic progress, including behavior or general welfare;
- Ensure their child's compliance with school attendance requirements and promptly report and explain absences and tardies to appropriate campus personnel;
- Please report concerns in a timely manner using the anonymous reporting system or by contacting the grade-level administrator or counselor.
- Assist their child in selecting appropriate attire for school and school-related activities;
- Communicate courteously and respectfully with campus personnel regarding concerns about their child's educational progress or conduct.

STUDENTS WITH DISABILITIES

Disciplinary actions involving students with disabilities shall follow all applicable state and federal statutes, rules, and regulations. School personnel must consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a student with a disability who violates the Code of Conduct. Assignment of a discipline consequence that results in a significant change in placement for a student with a disability must comply with the manifestation determination review framework described in Westlake Academy's policies and procedures for students with disabilities. Additionally, per the Texas Education Code, a student who is receiving special education services may not be disciplined for conduct meeting the definition of bullying, harassment, or making a hit list until an ARD committee meeting has been held to review the conduct.



BEHAVIOR EXPECTATIONS - PRIMARY YEARS (GK-G5)

Westlake Academy behavior expectations are predominantly based on the IB Learner Profile traits. The Learner Profile helps us develop responsible, respectful, life-long learners who possess the necessary skills to succeed in life choices. The Learner Profiles are used for guidance and restorative practices. All students are guided through practice that prevents misbehavior and supports good decisions and choices.

The IB Learner Profiles help create a supportive and positive culture. As such, we expect all Westlake Academy members to value, demonstrate and appreciate the attributes of the IB Learner Profiles.

The PYP Learner Expectations and Behaviors illustrate our caring, knowledgeable, and conscientious behaviors. We emphasize the power of student self-reflection in identifying the attributes they struggle with and need support in developing.

Area on Campus	Be Principled by	Be Caring by	Be Knowledgeable by
Arrival/Entering Classroom	- Waiting quietly without pushing at the front landing area. - Entering the buildings after 7:25 am without running. - Walking any time you are in the building	- Entering the classroom quietly. - Following classroom agreements and helping others. - Continuing with morning work and activities until 7:45 am.	- Arriving at school between 7:25-7:45 am - Being prepared for class and eager to learn. - Placing work from home in trays and buckets for the teacher.
Hallways	- Walking quietly and in an orderly manner - Keeping hands, feet, and other objects to yourself. - Not walking by if you see trash or someone not being kind to others	- Using inside voices - Staying quiet so that others can learn. - Getting permission before leaving the classroom	- Walking quickly is okay, but do not run. - Follow the rules without adult reminders.
Classrooms	- Using classroom essential agreements - Keeping hands, feet, and other objects to yourself. - Walking at all times. - Accepting the consequences of your behavior and actions.	- Always show respect for your possessions, the possessions of others, and school property. - Sharing materials, classroom resources, and equipment. - Showing understanding and open-mindedness. - Respecting teachers, substitutes, and campus staff.	- Taking turns. - Completing activities or work to the best of my ability and on time. - Being self-motivated. - Being respectful. - Being honest.
Restrooms	- Placing paper towels in the trash can. - Walking at all times. - Washing hands before leaving.	- Giving others privacy and not playing in bathrooms. - Using inside voices. - Take turns at the sink.	- Getting permission to leave class. - Return to class promptly. - Help keep restrooms clean.
Dining Hall	- Walking at all times. - Using a quiet voice. - Following your teacher's directions. - Cleaning up after yourself. - Talking with an "indoor voice"	- Using good table manners. - Not putting your hand on others' food/trays. - Including others at your table and conversations across and beside you. - Not bringing toys.	- Getting all utensils, milk, etc., when you first go through the line. - Not sharing food.



Outdoors/Break Times	- Keeping your hands, feet, and other objects to yourself. - Sharing equipment.	- Being respectful of each other. - Being mindful of others' personal space. - Not hitting, pulling, or kicking others	- Placing all litter/trash in garbage cans. - Placing recycling items in the recycling bin. - Placing all equipment in the appropriate ball cart or bins.
Dismissal	- Listening for your name and walking quietly and quickly to the pick-up area. - Looking for your vehicle and paying attention to your name.	- Waiting for the teacher to dismiss you from your classroom. - Walking straight to dismissal/pick up area. - Listen for your name if you do not see your car	- Getting all materials before leaving the classroom. - Watching for your car.
School Sponsored Events, Trips, and Travel	- Following directions (seated on the bus and listening to teachers). - Being respectful with all people you meet or encounter.	- Supporting your peers with appropriate language and interactions. - Representing Westlake Academy using the Learner Profile Attributes.	Following all school rules (Student Code of Conduct).

BEHAVIOR EXPECTATIONS – SECONDARY (G6-G12)

Secondary Social Contract

The social contract is established to serve the greater good of the Academy, ensuring sustainability and protecting all parties. Additionally, the social contract helps create emotional and social safety in the classroom and throughout the campus. At Westlake Academy, the social contract helps guide the actions of students, teachers, contractors, parents, and visitors to our campus.

Area on Campus	Be Principled	Be Caring	Be Knowledgeable
Arrival	- Wait in the dining hall or sports court. - Enter the buildings after 7:45 a.m. - Leave cars quickly and carefully.	- Enter the classroom quietly. - Follow classroom procedures. - For G6-10, there are no cell phones inside buildings after 7:50 am. Visible phones will be confiscated. (Please see our Parent student handbook)	- Be punctual! - Be prepared for class with your supplies and a charged device. - Know when classes begin and end!
Hallways	Always leave class with a pass.	- Wait for directions before leaving an area or ask for permission. - Treat everybody and their belongings with respect.	Understand the class schedule so that you make it to classes on time!
Classrooms	- Think about classroom essential agreements! - Keep hands, feet, and other objects to yourself. - Accept the consequences of your behavior and actions.	- Always show respect for your possessions, the possessions of others, and school property. - Speak respectfully to guest educators, substitute teachers, and everyone else.	- Be punctual. - Complete assignments on time. - Share materials, classroom resources, and equipment.
Restrooms	- Throw trash away in the trash can. - Report incidents or items to be replaced	Give others privacy.	
Dining Hall	Clean up after yourself.	Use good table manners.	Have your ID # ready to enter.



	● Use a quiet voice. ● Follow adult directions. ● Only packed lunches/dining hall food allowed.	● Do not put your hands on others' food/trays. ● Speak respectfully to lunch cashiers and anyone else you encounter.	● Get all utensils, milk, etc., when you first go through the line. ● Do not take food out of the dining hall/picnic table area.
Outdoors/Break Times	● Stay within boundaries. ● Keep hands, feet, and other objects to yourself. ● Put equipment away.	● Be respectful of each other. ● Be mindful of others' personal space.	● Place all litter/trash in garbage cans. ● Place recycling items in the recycling bin. ● Place all equipment in the appropriate ball containers outside.
Dismissal	● Walk directly to your designated pick-up area. ● Look for your vehicle, and pay attention to your name. ● Only leave class when dismissed.	● Wait for the teacher to dismiss you. ● Leave in an orderly fashion.	● Phones are allowed only after the school day concludes after 3:20 pm.
School Sponsored Events, Trips, and Travel	● Follow Directions (seated on the bus, listen to tour guides, etc). ● Respectful interactions with all people you encounter.	● Support your peers with appropriate language and interactions. ● Represent Westlake Academy and the Learner Profile Attributes.	● All school rules (Student Code of Conduct) still apply.

DISCIPLINE PROCEDURES FOR WESTLAKE ACADEMY

Teacher Directed Intervention Level I

The classroom teacher can successfully manage many behaviors and is expected to respond to all Level I offenses as necessary and appropriate. Any behavior that impedes orderly classroom procedures or interferes with the school's orderly operation should be intervened immediately and consistently. More than one disciplinary option may be assigned.

Procedures:

1. Intervention should occur by the teacher supervising the student or observing misbehavior.
2. The teacher and the Assistant Principal shall maintain a record of offenses and disciplinary actions.
3. As appropriate, the teacher may discuss the conduct violation with the parent/guardian, campus administrator, and involved personnel.
4. In the case of informal classroom removal (office referral), the teacher will refer the student to the Assistant Principal, who will respond by employing appropriate discipline management techniques before returning the student to the classroom. If the student's behavior does not improve, the Assistant Principal will use alternative discipline management techniques, including progressive discipline interventions.



Administrator Directed Intervention Level II-IV

Infractions identified in Levels II-IV will result in a referral to the Assistant Principal or other appropriate campus administrator. The disciplinary action(s) will depend on the offense, previous disciplinary actions, and the seriousness of the misbehavior. More than one disciplinary option may be assigned.

Procedures:

1. A written referral is sent to the Assistant Principal or other campus administrator.
2. The Assistant Principal or other campus administrator will confer with the student and investigate as appropriate.
3. The Assistant Principal will determine the appropriate disciplinary action(s), and oral or written notice will be provided to the student and parent/guardian identifying the misconduct and action(s) taken.
4. The Assistant Principal will send notice of disciplinary actions to the teacher and staff as necessary and appropriate.

Within these guidelines and consistent with state law, each Assistant Principal has the authority to establish appropriate disciplinary consequences based on campus needs. The Assistant Principal will be consistent in administering disciplinary options on campus. However, two students committing the same offense on the same campus may receive different disciplinary consequences based on consideration of the factors identified in the Guidelines for Assessing Discipline Consequences and the circumstances surrounding the offenses.

The Assistant Principal will notify the parent/guardian of any conduct violation by their student that results in suspension. Before being suspended, a student will be allowed to respond to the alleged conduct violation. In deciding whether to order out-of-school suspension, the Assistant Principal shall consider factors identified in the Guidelines for Assessing Discipline Consequences. The number of days of a student's out-of-school suspension shall not exceed three school days for each conduct violation.

Additional Considerations

- "Persistent" offenses shall be defined as two or more violations of the code in general or repeated occurrences of the same violation.
- Prohibited retaliation includes engaging in harmful conduct toward another person because that person initiated or cooperated in a report or investigation of misconduct. Retaliation against a person who makes a good faith report is prohibited at Westlake Academy. Retaliation against a person participating in an investigation or serving as a witness is also prohibited. However, a person who makes a false claim, offers false statements or refuses to cooperate with a Westlake Academy investigation may be subject to appropriate discipline.



Examples of retaliation may include, but are not limited to, threats, rumor spreading, ostracism, assault, destruction of or theft of property, hazing, taunting, and name-calling.

- School officials shall notify a local law enforcement authority if they suspect that criminal acts have occurred on school or Westlake Academy property or at a school-sponsored or school-related event. These individuals also have the authority to involve law enforcement in any discipline or campus situation deemed necessary. Suppose a student is charged with a felony on campus or at a school-related event for any offenses listed at Level III. In that case, the student is automatically disciplined at Level IV, as appropriate.
- Sponsors and coaches of extracurricular activities, such as athletics and theatre, may develop and enforce standards of behavior higher than those in Westlake Academy's Student Handbook and Code of Conduct and may condition membership or participation in the activity on adherence to those standards. The sponsors and coaches will develop those standards in conjunction with Westlake Academy's Extracurricular Activities Student Handbook to help ensure consistency in standards and enforcement across all activities.
- Depending on the circumstances, persistent misconduct at Level III may result in expulsion from the student's home school district.
- School officials shall notify a local law enforcement authority if they suspect that criminal acts have occurred on school or Westlake Academy property or at a school-sponsored or school-related event.
- Suppose a student is charged with a felony on campus or at a school-related event for any offenses listed at Level III. In that case, the student is automatically disciplined at Level IV, as appropriate. Depending on the circumstances, misconduct at Level III may result in expulsion to the student's home school district

Leveled Behaviors & Suggested Consequences

	Behavior(s)	Consequence(s)
Level I Lowest level of intervention	Tardies Disrupting Class Failing to follow the rules/ directives Neglecting to bring required materials/completed assignments to class Failing to participate Eating, drinking, chewing gum in undesignated area Throwing objects Arguing Name-Calling	Student Conference Cooling off time or time out Counselor conference Change of seat Parent conference Restitution of damages Exclusion from extracurricular activities Temporary confiscation of the item Administrator conference Shortened recess Reflection task to be signed by the parent



	Scuffling Violating Campus cell-phone policy Lying/ telling a falsehood Violating dress code Loitering after school/late parent pick-up	Peer mediation Loss of privileges Detention <u>Please reference the following links for tiered consequences:</u> • PYP Level I Matrix • Secondary Level I Matrix
Level II	Committing persistent offenses from Level I Using food inappropriately Insubordination Using inappropriate language or gestures Repeated Tardies On-Campus truancy Failing to serve a detention/ Saturday School Possessing Lighter/ Matches Physical altercation with another student Harassment Inappropriate peer interaction/peer conflict Inappropriate use of technology Possessing prescription (student's own), nonprescription drug, dietary supplement, or homeopathic medication Defacing/ damaging property Academic dishonesty Posting or distributing unauthorized publication	Detention Stay Away Agreement Saturday School Parent Meeting In-school suspension Loss of technology privileges Restitution of damages Loss of privileges



Level III	Committing persistent offenses from Level II Bullying Threatening language or behavior Harassment Retaliation Fighting Off-campus truancy Selling unauthorized merchandise Engaging in conduct that disrupts the learning environment Hit Lists Using slurs Possessing or using tobacco or electronic/digital nicotine delivery device Possessing ammunition Possessing, distributing, or creating pornographic material Possessing, distributing, and/or concealing a weapon Possessing drug paraphernalia Selling or giving another person a non-prescription drug Stealing/burglary Forging or altering school records or communications Forging or altering non-school records or communications that are submitted to the school Assault Vandalism Failing to disclose information (concealing information or evidence, lying as a witness during a school investigation) Engaging in a behavior that is illegal and does not constitute a mandatory removable or expellable offense Engaging in sexual conduct or sexual harassment (including dating violence and stalking) Hazing Gambling Hacking (breach of computer security) Extortion, coercion, or blackmail	Required parent meeting In-school suspension Out-of-school suspension Restitution of damages Loss of technology privileges
Level IV	Level IV offenses are primarily misconduct that results in expulsion from the student's home school district. They include the following categories: weapons use, violence, sexual misconduct, substance misconduct, substance abuse, retaliation, mistreatment of others, and other misconduct. To view a detailed list of the Chapter 37 Offenses, click here. Level IV offenses can include repeated offenses from any lower level.	
Considerations	Behaviors and consequences listed in the table above are not limited to the examples provided above. All behaviors and consequences will be determined based on the considerations listed in the Westlake Academy Student Code of Conduct, adherence to State and local policy and law, and providing restorative ways of managing discipline. Consequences are determined and assigned and may include one or more listed options.	



PROCEDURES AND RESTRICTIONS FOR THE USE OF CERTAIN DISCIPLINE CONSEQUENCES

DETENTIONS/ Saturday School

Students may be assigned campus detention before, during, or after school (including a Saturday School assignment) for infractions of the Code of Conduct or previously communicated school or classroom rules and expectations. Before assigning a student to campus detention or Saturday School, the student shall be informed of the conduct that allegedly constitutes the violation. The student shall be allowed to explain his/her version of the incident. Failure to serve a campus detention or Saturday School will result in a more severe consequence.

Notice to Parents

When a student is assigned detention, a copy of the discipline notice shall be given to the student and parent.

Conference

A student assigned campus detention may be given an informal conference with the teacher, principal, or appropriate administrator advising the student of the conduct with which the student is charged and allowing the student to explain his or her version of the incident.

Restrictions

A student assigned to a campus detention is prohibited from attending or participating in school-sponsored or school-related activities on or off school property during the day of the detention. In addition, penalties may be imposed by sponsors of extracurricular groups/organizations by established guidelines.

REMOVAL BY BUS DRIVER

A school bus driver transporting students to or from a school-sponsored or school-related activity may send a student to an administrator's office to maintain effective discipline on the school bus or when a student engages in behavior that violates the Code of Conduct. The administrator shall respond by employing appropriate discipline management techniques consistent with the Code of Conduct, including temporarily suspending or permanently revoking bus transportation privileges.

IN-SCHOOL SUSPENSION

In-school suspension (ISS) is an in-house disciplinary setting where a student may be assigned for infractions as appropriate. Students may be placed in ISS for misconduct as



outlined in the Code of Conduct. ISS is provided in an on-campus classroom other than the student's regular classroom. The student's regular classroom teachers offer daily coursework for the students to complete in a structured, non-social setting. The Assistant Principal, principal, or principal's designee shall notify a student's parent/guardian when a student has been assigned to ISS. A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date the ISS placement begins in order to evaluate the educational progress of the student and to determine if continued ISS is appropriate. If the principal or other appropriate administrator determines that continued ISS is appropriate, he or she shall document the determination.

Notice to Parents

A good faith effort shall be made on the day the action was taken to provide the student with written notification of the disciplinary action for delivery to the student's parent/guardian.

Conference

A student who is assigned ISS will be given an informal conference with the Assistant Principal or other campus administrator, who will advise the student of the conduct with which the student is charged and give the student the opportunity to explain his or her version of the incident.

Restrictions

A student assigned to ISS is prohibited from attending or participating in school-sponsored or school-related activities on or off school property except by special permission for certain educational-type events only (i.e. PSAT/SAT/ACT testing and College Night). The student will be allowed to attend and participate in school-sponsored or school-related activities, including practice, on the day following the last day of the ISS assignment. If the student receives additional assignments while serving an ISS placement, this prohibition is extended until the day after completing all consecutive assignments. Sponsors of extracurricular groups/organizations may impose further penalties by established guidelines.

Transfer Students

Westlake Academy will require a student enrolling in Westlake Academy to complete an ISS assignment ordered by the previous school upon receipt of the written notice.

OUT-OF-SCHOOL SUSPENSION

Except as provided below, an elementary or secondary student may be assigned out-of-school suspension for up to three (3) school days, with no limit on the number of times a student may be suspended in a semester or school year. Students may be assigned to out-of-school suspension for conduct violations as outlined in the Code of Conduct. During the student's suspension period, the campus will provide the student with an



alternative means of receiving all coursework provided in the student's foundation curriculum classes that the student misses due to the suspension. The student shall be responsible for all assignments missed during suspension. If the student satisfactorily completes assignments for the period of the out-of-school suspension within a reasonable time determined by Westlake Academy, no grade penalty will be imposed. The parent is responsible for adequately supervising the student during out-of-school suspension.

Exception for Students Grade 2 and Below:

A student who is in second grade or below shall not receive an out-of-school suspension unless, while on school property or at a school-sponsored or school-related activity on or off school property, the student engages in (1) conduct that contains the elements of an offense related to weapons; (2) conduct that contains the elements of assault, sexual assault, aggravated assault or aggravated sexual assault; or (3) selling, giving, or delivering to another person or possessing using or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage; (4) engages in repeated and significant classroom disruptions, even when related to developmental or emotional factors (*new in 2025 with HB 6*).

Exception for Students who are Homeless:

A school Westlake Academy may not place a student who is homeless in out-of-school suspension unless, while on school property or at a school-sponsored or school-related activity on or off school property, the student engages in (1) conduct that contains the elements of an offense related to weapons; (2) conduct that contains the elements of assault, sexual assault, aggravated assault or aggravated sexual assault; or (3) selling, giving, or delivering to another person or possessing using or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage; or (4) engages in repeated and significant classroom disruptions, even when related to developmental or emotional factors. The administrator may coordinate with the school Westlake Academy's homeless education liaison to identify appropriate alternatives to out-of-school suspension for a student who is homeless.

Notice to Parents

The administrator will notify a parent/guardian by phone, in person, or writing on the day a student is placed in out-of-school or in-school suspension. The notice will specify the offense's nature and the length of the out-of-school suspension.

Conference

A student assigned an out-of-school suspension will first have an informal conference with the administrator or other campus administrator, who will advise the student of the conduct with which the student is charged and allow the student to explain his or her version of the incident. In deciding whether to order out-of-school suspension, the administrator shall consider the factors identified in the Guidelines for Assessing Disciplinary Consequences.



Restrictions

A student assigned an out-of-school suspension is prohibited from attending or participating in school-sponsored or school-related activities on or off school property except by special permission for educational-type events only (i.e., PSAT/SAT/ACT testing and College Night). The student will be allowed to return to the campus and attend or participate in school-sponsored or school-related activities, including practice, following the last day of the out-of-school suspension. Sponsors of extracurricular groups/organizations may impose additional penalties following established guidelines.

Transfer Students

Westlake Academy will require a student enrolling in Westlake Academy to complete an out-of-school suspension ordered by the previous school upon receipt of the written notice. This is repeated above.

COMPLAINTS & APPEALS

Once a disciplinary consequence is assigned, the student is expected to serve the result to avoid additional penalties. Complaints regarding issues ancillary to the discipline consequence (such as an allegation that the appropriate procedure was not followed before assigning a result) should be addressed informally with the teacher, Assistant Principal, or Principal, as applicable. Parents may initiate the formal complaint process identified in the Student Handbook and Board policy if these conferences could be more satisfactory. An out-of-school suspension may also be appealed using the formal parent complaint process. All lesser discipline consequences are final and may not be appealed.

EXPULSION PROCEDURES

Students who engage in conduct identified as a Level IV offense or persistent conduct identified as a Level II Level III offense may be subject to expulsion from Westlake Academy. Students are expelled to their school district of residence.

Special Considerations

For conduct violations that require a determination of whether there is a reasonable belief that a student has engaged in conduct defined as a felony offense by the Penal Code, the Head of School or designee may consider all available information, including the information furnished under Article 15.27, Code of Criminal Procedures. The Head of School shall consider an Article 15.27 notice received by Westlake Academy in making that determination.

Hearing Rights

Before a student is expelled, Westlake Academy must provide the student with a hearing at which the student is afforded appropriate due process as required by the federal constitution. The student and the student's parent/guardian shall be provided notice of the



hearing, which shall include a description of the conduct that supports the proposed expulsion and general notice of the evidence relied upon by the campus administrator to recommend expulsion. The expulsion hearing officer must be an administrator or designee who was not involved in investigating the incident or conduct that resulted in the expulsion recommendation. At the hearing, the student is entitled to be represented by the student's parent/guardian or another adult who can guide the student and is not an employee of Westlake Academy. Suppose Westlake Academy makes a good-faith effort to inform the student and the student's parent/guardian of the time and place of the hearing. In that case, Westlake Academy may hold the hearing regardless of whether the student, the student's parent/guardian, or another adult representing the student attends. However, a hearing must be held unless the student's parent/guardian signs a waiver forfeiting the student's rights to a hearing. At the hearing, the student or the student's representative will be allowed to testify, present evidence or witnesses in their defense, examine the evidence presented by the school, and question the school's evidence. The expulsion hearing officer may rely on the hearsay evidence of school administrators investigating disciplinary infractions. The expulsion hearing officer's decision shall be based exclusively on the evidence presented at the hearing and communicated promptly to the student and parent. An expulsion decision shall consider all required factors identified in the Guidelines for Assessing Disciplinary Consequences.

Appeal

An adult student or parent/guardian may appeal a decision for expulsion. A written request must be made within three (3) school days of receiving written notification of the expulsion decision. A parent or adult student will send the written appeal to the Section Principal via email or mail to 2600 J T Ottinger Road, Westlake, TX 76262. The Section Principal shall contact the adult student or parent/guardian within five (5) school days of receipt of a timely written request for appeal to schedule a conference. At the meeting, the adult student or parent/guardian can present information regarding why they believe the expulsion decision is improper. No new evidence may be introduced at the appeal conference that was not previously presented at the expulsion hearing. The Head of School (or designee) shall provide written notice of his/her decision regarding the appeal within ten (10) school days of the date of the appeal conference. The decision of the Head of School (or designee) shall be based exclusively on the evidence presented at the expulsion hearing and appeal conference. The expulsion decision may be enforced, and the student may be denied campus privileges pending the outcome of an appeal of an expulsion decision.

Appeal to the Board of Trustees

An adult student or parent/guardian who is not satisfied with the outcome of the initial expulsion appeal to the Head of School may appeal to the Board of Trustees. Request for a Board review of a decision to expel a student shall be made in writing to the Head of School within three (3) school days after receipt of the Head of School's written decision on the expulsion appeal. The Head of School shall provide the parent written notice of the meeting



date, time, and place within five (5) school days of receipt of the appeal request. The hearing will be held in a closed session unless a written request from the parent is made to keep it in an open session. The granting of such a request will depend on the extent to which the rights of other students or staff are implicated. The Board shall review the record of the expulsion proceedings and appeal to the Head of School, and its decision shall be based on that record. No new evidence will be presented to the Board.

Notice to School District of Residence

The Board or its designee shall deliver a copy of the order expelling the student to the student and the student's parent/guardian. The Board or its designee shall also mail a copy of the order to the student's school district of residence within three (3) business days after issuing the Order of Expulsion.

Withdrawal During Expulsion Proceedings

When a student recommended for expulsion withdraws from Westlake Academy before the placement order is completed, Westlake Academy may complete the proceedings and issue an order of expulsion.

EMERGENCY EXPULSION

A campus administrator may also order the immediate expulsion of a student if the administrator reasonably believes that the action is necessary to protect persons or property from imminent harm. The reason for emergency expulsion must also be a reason for which expulsion could be ordered on a non-emergency basis.

Notice

The student will be given oral notice of the reasons for expulsion at the time of the emergency expulsion. In addition, Westlake Academy will provide any required notices per state law to a student's parents/guardians regarding emergency placement.

Hearing Rights

Within a reasonable amount of time after the emergency expulsion but not later than the 10th day after the expulsion, the student will be given appropriate hearing rights required for a student facing expulsion. The campus administrator shall not be liable for civil damages for an emergency expulsion. If an emergency expulsion involves a student with disabilities who receives special education services, the term of the student's emergency expulsion is subject to the requirements of appropriate federal law. The student who is removed under an emergency expulsion will be released to the student's parent, guardian, parent's representative, medical providers, or law enforcement authorities. The conditions of an emergency expulsion may restrict the student's extracurricular activities according to the Student Handbook and Code of Conduct.



Appendix A: Financial/School Assistance Form

Part 1: ALL HOUSEHOLD MEMBERS

Names of <u>all</u> household members (First, Middle Initial, Last)	Grade	Check if a foster child (legal responsibility of welfare agency or court)	Check if NO income

PART 2: BENEFITS

If any member of your household receives [State SNAP], [FDPIR] or [State TANF Cash Assistance], provide the name and case number for the person who receives benefits and **skip to part 4. (if no one receives these benefits, skip to part 3.)**

NAME: _____
CASE NUMBER: _____



PART 3: TOTAL HOUSEHOLD GROSS INCOME. YOU MUST TELL US HOW MUCH AND HOW OFTEN.

1. Name (List only household members with income)	2. Gross income and how often it was received			
	Earnings from work before deductions	Welfare, child support, alimony	Pensions, retirement, Social Security, SSI, VA benefits	All Other Income
(Example) Jane Smith	\$199.99/weekly	\$149.99/every other week	\$99.99/monthly	\$50.00/monthly
	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____
	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____
	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____
	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____
	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____	\$ ____ / ____

PART 4: SIGNATURE AND VERIFICATION

An adult household member must sign the application.

I certify (promise) that all information on this application is true and that all income is reported. I understand that this information is required by the Texas Education Agency and school will get State and Federal funds based on the information I give. I understand that school officials may verify (check) the information. I understand that if I purposely give false information, my children may lose benefits, and I may be prosecuted.

Signature: _____

Printed Name: _____ Date: _____



Appendix D

WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT FORM- LEVEL ONE

Please [follow this link to the parent/student complaint form for Level I.](#)

WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT APPEAL FORM - LEVEL TWO

Please [follow this link to the parent/student complaint form for Level II.](#)

WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT APPEAL FORM - LEVEL THREE

Please [follow this link to the parent/student complaint form for Level III.](#)

WESTLAKE ACADEMY PARENT/STUDENT COMPLAINT APPEAL FORM - LEVEL THREE

Please [follow this link to the parent/student complaint form for Level IV.](#)



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** G.2.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: **(TABLED 09.16.2025)** Discuss, consider, and act regarding a technology plan for Westlake Academy Class of 2026.

ATTACHMENTS:

1. WA Tech Plan for Class of 26

SUMMARY :

Consideration of this item was Tabled by approved action of the Board at the September 16, 2025 Regular Meeting to allow more time for parent and community review of the proposed technology plan for Westlake Academy Class of 2026.

BACKGROUND AND DISCUSSION:

At a previous meeting, the Board tabled discussion regarding campus plans to address technology needs for the senior class in light of House Bill 1481, which establishes new parameters for student possession and use of personal electronic devices. Upon review, administration has determined that this matter falls within the scope of campus-level operational decision-making rather than Board policy action.

HB 1481 requires schools to adopt and enforce appropriate use policies that comply with state law; however, the implementation of device management and instructional technology supports for specific grade levels is a campus administrative function. These action steps have been developed and executed by the section level administrators under existing Board-approved policies and within the superintendent's delegated authority.

Accordingly, administration recommends that the previously tabled item regarding senior class technology provisions be removed from the Board agenda, with no action required by the Board of Trustees. This adjustment ensures alignment with proper governance roles—maintaining the Board's focus on policy and oversight while allowing administration to manage day-to-day operational matters.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Remove the tabled item concerning senior class technology planning from the agenda; no Board action is required.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

Senior Technology Options

- In response to HB 1481
- Collaborative effort between:
 - Dr. James Owen, High School Principal
 - Dr. Kelly Ritchie, Head of School
 - Jason Power, Town of Westlake Director of Information Technology
 - Ray Workman, Town of Westlake Deputy Director of Information Technology
- We are currently implementing Option 1 which is our recommended option to this issue



Option 1: Have laptops available on carts

- Laptops have been reconfigured to comply with HB 1481 and can be used in class with teacher permission.
- Laptops are labeled as Westlake Academy property with unique IDs.
- 48 laptops available now, more coming soon.
- Seniors have instructions for check out/in and Google Drive access.

Pros: No cost to the Academy, allows students to continue to have access to laptops and their new iPads, makes laptops available for immediate use without having to issue one for every student (most/all students have their own technology at home)



Option 2: Issue laptops that the Academy currently owns to every senior

Obstacles:

- We do not currently have enough compliant laptops to distribute to seniors on a full-time basis
- Issuing both a laptop and an iPad is a significant investment for the Academy and would require security deposits that far exceed the current tech fees
- This method would pull a substantial number of laptops off the campus, making them unavailable for use by other classes during the day



Option 3: Purchase new laptops and issue those to seniors

- This option would come with a significant expense. The cost estimate for cases, AppleCare, and the JAMF device management will be approximately \$85,908.75, with an additional \$3,000 in professional fees to help get the devices set-up.



RESOLUTION NO. 25-

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING THE PARTICIPATION OF THE TOWN IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; NOMINATING GOOSEHEAD INSURANCE AGENCY, LLC TO THE GOVERNOR’S OFFICE FOR ECONOMIC DEVELOPMENT AND TOURISM AS AN ENTERPRISE PROJECT THROUGH THE ECONOMIC DEVELOPMENT BANK; AND AUTHORIZING THE TOWN MANAGER OR THEIR DESIGNEE TO EXECUTE ANY RELATED DOCUMENTS IN SUPPORT OF THAT NOMINATION.

WHEREAS, The Town of Westlake (the “Town”) has previously passed Ordinance No. 946, on April 25, 2022 electing to participate in the Texas Enterprise Zone Program, and that the local economic development incentives offered under this Resolution are the same on this date as outlined in Ordinance No. 946; and

WHEREAS, the Office of the Governor Economic Development and Tourism through the Economic Development Bank (the “Bank”) will consider Goosehead Insurance Agency, LLC as an enterprise project pursuant to a nomination and an application made by the Town; and

WHEREAS, the Town desires to pursue and to sustain the creation of a proper economic and social environment in order to induce the investment of private resources in productive business enterprises located within the Town and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the “Act”), consider Goosehead Insurance Agency, LLC has applied to the Town for designation as an enterprise project; and

WHEREAS, the Town finds that Goosehead Insurance Agency, LLC meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Consider Goosehead Insurance Agency, LLC is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside an enterprise zone and at least thirty-five (35) percent of the business’ new employees will be residents of an enterprise zone, veterans, or economically disadvantaged individuals; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of consider Goosehead Insurance Agency, LLC as an enterprise project will contribute significantly to the achievement of the plans of the town for development and revitalization of the area.

WHEREAS, the Town finds that Goosehead Insurance Agency, LLC meets the criteria for tax relief and other incentives adopted by the Town and nominates Goosehead Insurance Agency, LLC for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity, and stability; and

WHEREAS, the Town finds that it is in the best interest of the Town to nominate Goosehead Insurance Agency, LLC as an enterprise project pursuant to the Act.

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

SECTION 1: That the findings of the Town and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

SECTION 2: That Goosehead Insurance Agency, LLC is considered a “qualified business”, as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION 3: That the enterprise project shall take effect on the date of designation of the enterprise project by the Office of the Governor for Economic Development and Tourism and terminate five (5) years from the date of designation.

SECTION 4: That the Town Council of the Town hereby nominates Goosehead Insurance Agency, LLC to the Office of the Governor for Economic Development and Tourism and further authorizes the Town Manager or their designee to execute any related documents and pursue any necessary procedures on behalf of the Town.

SECTION 5: If any portion of this Resolution shall, for any reason, be declared 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 6: That this Resolution shall become immediately effective from and after its date of passage.

PASSED, APPROVED AND ADOPTED ON THIS [REDACTED] DAY OF OCTOBER 2025.

[TOWN SEAL]

APPROVED:

[REDACTED]

Kim Greaves, Mayor

ATTEST:

[REDACTED]

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

[REDACTED]

Matthew Boyle, Town Attorney



Goosehead Insurance
1500 Solana Blvd,
Building 4, Suite 4500
Westlake, Texas 76262
800-474-1377

July 16, 2025

Mr. Wade Carroll
City Manager
City of Westlake
1500 Solana Blvd Bldg 7, Suite 7200
Westlake, TX 76262

Ms. Adriana Cruz
Executive Director
Office of the Governor
Economic Development & Tourism
Post Office Box 12428

Austin, Texas 78711-2428

Re: Project Description Letter for Goosehead Insurance Agency, LLC
City of Westlake, Texas Enterprise Project Application – Tab 12
Taxpayer number: 3-20-3709018-3

Dear Mr. Wade Carroll and Ms. Adriana Cruz:

Goosehead Insurance Agency, LLC (“Goosehead Insurance”) is a subsidiary of Goosehead Insurance, Inc. an independent personal lines insurance company. Founded in 2003 and headquartered in Westlake, Texas, the company operates within the property and casualty insurance industry, offering a broad range of coverage options including homeowners, auto, flood, umbrella, and life insurance. Goosehead Insurance leverages proprietary technology to match clients with optimal policies from multiple carriers, emphasizing choice and transparency. The company employs 1,668 people nationwide, including 1,294 of those working in various locations in Texas with a total revenue of \$314.5 million from 2024.

Goosehead Insurance qualified business site (“QBS”) is located at 1500 Solana Blvd Building 4, Westlake, TX 76262. This location supports Goosehead Insurance, Inc. by managing client services, agent operations, and technology-driven insurance solutions, ensuring efficient delivery of personal lines insurance across the United States. Services offered include facilitating coverage for homeowners, auto, flood, umbrella, life, motorcycle, RV, and boat insurance, with a focus on transparency, choice, and customer empowerment through proprietary digital platforms. Goosehead Insurance also has an additional participating entity, Texas Wasatch Insurance Services, L.P. (“TWIS”). TWIS employs employees and is in charge of purchasing at the QBS.



Over the next five years, Goosehead Insurance plans to invest more than \$9.3 million in capital projects at its Westlake, Texas facility. Goosehead plans on spending \$3.3 million on the remodel of Building 4's lobby and ancillary areas, comprising \$2.48 million in construction costs and \$0.84 million for furniture, fixtures, and equipment (FF&E), as well as the purchase of new computers and network infrastructure. In addition, Goosehead Insurance will allocate \$6 million toward software upgrades enhancing its proprietary technology platforms that support client services, agent productivity, and operational efficiency. These improvements reflect the company's commitment to innovation, employee experience, and long-term growth at its corporate headquarters. Goosehead Insurance has no transportation needs at this time.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that "the business is able to employ individuals in accordance with Section 2303.402." Goosehead Insurance qualifies for job retention benefits under this statutory provision

Goosehead Insurance qualifies under Government Code § 2303.404 to receive the enterprise project designation, because (1) it involves "an expansion, renovation, or new construction"; (2) it will be completed within a predetermined period of time not to exceed 5 years; and (3) the company utilizes a cost center based accounting system that allows for tracking of income and expenses related to its Westlake, Texas facilities.

The Westlake facility located in Census Tract 1139.06 Block Group 3, in Tarrant County with 2.73% poverty level, as defined by the U.S. Block Group 2020 Census. Goosehead Insurance commits to hiring thirty-five percent (35%) enterprise zone residents, economically disadvantaged individuals, or veterans for its new or replacement personnel at the Westlake facility, for certified jobs over the next five years.

Goosehead Insurance currently has 815 jobs at the Westlake facility, of which 773 are full-time. The company expects to maintain its existing level of employment and retain up to 490 full-time jobs for benefit under the Texas Enterprise Zone Program. These jobs meet the definition of a "retained job" under Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit. In addition to the existing jobs, they also plan to create 10 new full-time jobs for benefit under the Enterprise Zone program.

To further strengthen its impact, Goosehead Insurance deepened employee engagement by encouraging staff participation in local outreach events and service projects throughout the year. The company provided financial support and volunteer hours to a wide range of community organizations including Genesis Women's Shelter, North Texas Food Bank, Family Place, Juvenile Diabetes Research Foundation, Naomi's Village, Family Legacy, A21, GRACE, Boys & Girls Club, Equal Justice Initiative, Feed My Starving Children, ProLiteracy's Women's Empowerment Fund, and the Dallas Volunteer Attorney Program. Through these long-term



partnerships and consistent hands-on involvement, Goosehead continues to foster a culture of empathy, civic responsibility, and shared purpose making community involvement a cornerstone of its corporate identity.

Goosehead Insurance strengthened its social responsibility initiatives by supporting a diverse range of charitable organizations. These include Community Partners of Dallas, Houston Food Bank, The Equal Justice Initiative, Liberty House, MHMR Foundation, Bonton Farms, and Naomi's Village International, among others. The company also backed causes such as Blocking Hunger, NICU Helping Hands, The Stewpot, Traffick911, The Heartspace Initiative, Cowtown Warriors, and the Gatehouse Foundation. Additionally, Goosehead proudly supported Folds of Honor North Texas, which provides scholarships to children of fallen military service members.

Goosehead Insurance's commitment to their Westlake facility is an exciting and integral part of the growing Westlake business community. We look forward to working with the Texas Enterprise Zone Program, the City of Westlake, and the State of Texas in the coming years.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Jones, Jr.', written over a horizontal line.

Mark Jones, Jr.
Chief Financial Officer
Goosehead Insurance Agency, LLC



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** G.4.
FROM: Jason Alexander, Deputy Town Manager, Town Manager's Office
SUBJECT: Discuss, consider and act to approve Resolution 25-48 ratifying actions approved by the Westlake Development Corporation (WDC) to amend the WDC Operating Budget for the Fiscal Year Ending September 30, 2026 by increasing expenditures in an amount not to exceed \$35,000.00 and to approve a Professional Services Contract between the WDC and Lew Oliver Inc. for conceptual site plan services for the Entrada Development.

ATTACHMENTS:

1. Res 25-48 WDC Budget Amendment and PSA Ratification
2. Exhibit A PSA Lew Oliver

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 a professional services agreement to be entered into between the WDC and 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 WDC met on October 15, 2025, and recommended approval of the Resolution for the budget amendment and approved the contracted services agreement with Lew Oliver for architectural services. The Office of the Town Manager recommends approval of the Resolution as presented.

BACKGROUND AND DISCUSSION:

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 ratify to amend the budget and approve the contract for the WDC is approved, then it will reduce the fund surplus budgeted for FY 25-26 of \$1,157,222 by \$35,000.00 resulting in an approved surplus budget for the WDC of \$1,122,222.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

The Westlake Development Corporation is funded through voter-approved half-cent (0.5) portion of the sales and use tax revenues collected by the Town and the earned interest. The proposed expenditure of funds --- the budget --- is in complete alignment with the Development Corporation Act, the applicable policies of the Town, and the Strategic Plan, with an emphasis on key priorities, initiatives, and activities that will accelerate and achieve the distinct economic interests of the Town.

The Office of the Town Manager recommends approval of the Resolution as presented.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

TOWN OF WESTLAKE
RESOLUTION NO. 25-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, RATIFYING ACTIONS APPROVED BY THE WESTLAKE DEVELOPMENT CORPORATION (WDC) TO AMEND THE WESTLAKE DEVELOPMENT CORPORATION OPERATING BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026, BY INCREASING EXPENDITURES IN AN AMOUNT NOT TO EXCEED 35,000.00; AND TO APPROVE THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE WESTLAKE DEVELOPMENT CORPORATION AND LEW OLIVER INC. FOR CONCEPTUAL SITE PLAN DESIGN SERVICES FOR THE ENTRADA DEVELOPMENT.

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 approved a budget amendment request to increase the WDC FYE 26 budget expenditures in an amount not to exceed \$35,000.00 for provision of professional services; and approved a professional services contract with Lew Oliver Inc. for conceptual site plan design services for the Entrada development, and recommend ratification of these approvals by the Town Council; and

WHEREAS, the Town Council, in agreement with the WDC, finds the request to ratify the approval to increase the WDC FYE 26 budget expenditures in an amount not to exceed \$35,000.00 and to ratify the approval of the professional services agreement with Lew Oliver Inc. 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 to ratifying these WDC approved and recommended actions 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 approve and ratify approval of the actions 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, and to approve a professional services contract with Lew Oliver Inc. for conceptual site plan design services for the Entrada development.

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.

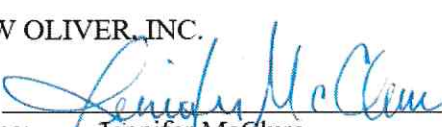
9. **Counterparts:** This Agreement may be executed in any number of counterparts (including by means of facsimile or electronically scanned copies) with the same effect as if all parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument 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: _____
---	--

Date: _____

Initials _____



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: October 21, 2025 **AGENDA ITEM NO:** G.5.
FROM: Kyle Flanagan, Assist Director Public Works, Public Works
SUBJECT: Discuss, consider and act to approve Resolution 25-47 Ratifying the Authorization by the Town Manager for the Emergency Repair of Water Infrastructure by Global Pump Solutions for replacement of a 250 horsepower motor and starter for pump #4 at the Town's water pump station in an amount not to exceed \$78,000 utilizing Buy Board Contract #770-25.

ATTACHMENTS:

1. Res 25-47 GPS Emergency Repair
2. LG.252 Exemption
3. Global Pump Solutions Quote

SUMMARY :

This agenda item is a request for the emergency procurement under Local Government Code 252.022 of a new 250 HP motor and VFD starter compact to provide reliable domestic water and fire protection to the residents of Westlake. The current starter and motor will not operate reliably and may continue to fail upon the pump start-up. Upon assessment of the motor and starter, it was determined the equipment has met end of life and is not repairable.

BACKGROUND AND DISCUSSION:

Public Works is responsible for the maintenance of the Town's public water system. A new motor and starting equipment will allow staff to reliably pump water to customers and provide adequate system pressure and control of the Town's drinking water and fire protection system. Current equipment is approximately 26 years old and has met end of life.

Funding for this agreement in the amount of \$78,000, which includes a 10% (approx.) contingency, will be paid from the Public Works approved Utility Fund operating budget for fiscal year 2025-2026.

A cooperative agreement with BuyBoard (Contract No. 770-25) allows the Town of Westlake to contract with Global Pump Solutions for purchasing equipment at prices that have been bid and meet State procurement requirements. Approval will allow staff to purchase the motor and motor starter compact excavator from Global Pump Solutions in the amount of \$71,533 and was included in the approved Public Works operating budget for fiscal year 2025-2026. The total amount is less than the approved budget but does exceed the Town Manager's signatory approval and requires Town Council approval.

FISCAL IMPACT:

Funding for this repair in the amount of \$78,000 which includes a 10% (approx.) contingency will be paid from the Public Works approved Utility Fund operating budget for fiscal year 2025-2026.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 25-47 Ratifying the Authorization by the Town Manager for the Emergency Repair of Water Infrastructure with Global Pump Solutions for replacement of a 250 horsepower motor and starter for pump #4 at the Town's water pump station in an amount not to exceed \$78,000 utilizing Buy Board Contract #770-25.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

TOWN OF WESTLAKE

RESOLUTION NO. 25-47

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, RATIFYING THE AUTHORIZATION BY THE TOWN MANAGER FOR THE EMERGENCY REPAIR OF WATER INFRASTRUCTURE WITH GLOBAL PUMP SOLUTIONS FOR REPLACEMENT OF A 250 HORSEPOWER MOTOR AND STARTER FOR PUMP #4 AT THE TOWN'S WATER PUMP STATION IN AN AMOUNT NOT TO EXCEED \$78,000 UTILIZING BUYBOARD COOPERATIVE PURCHASING CONTRACT #770-25

WHEREAS, the Town Council of the Town of Westlake recognizes the need to maintain and protect public infrastructure to serve its residents; and,

WHEREAS, the leaders of the Town of Westlake desires to improve quality of life in the town; and,

WHEREAS, the Town Council recognizes the importance of replacing aging infrastructure to ensure proper and reliable delivery of drinking water to the residents, schools, and commercial properties and campuses within the Town; and,

WHEREAS, the Town Council finds that the passage of this Resolution 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 for the Town of Westlake does hereby approve the contract with Global Pump Solutions for emergency repair and installation services.

SECTION 3: That the emergency purchase of the failed 250 hp motor and starter meets Local Government Code 252.022 General Exemptions for water and utility services, procurement requirements.

SECTION 4: That the funding for the emergency repair in an amount not to exceed \$78,000 utilizing BuyBoard Cooperative Purchasing Contract #770-25 requires Council approval and will be funded from the fiscal year 2025-2026 approved Public Works Utility Fund operating budget.

SECTION 5: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions

hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 6: That this Resolution shall become 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

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE A. MUNICIPAL ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 252. PURCHASING AND CONTRACTING AUTHORITY OF
MUNICIPALITIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 252.001. DEFINITIONS. In this chapter:

(1) "Bond funds" includes money in the treasury received from the sale of bonds and includes the proceeds of bonds that have been voted but have not been issued and delivered.

(2) "Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

(3) "Current funds" includes money in the treasury, taxes in the process of being collected in the current tax year, and all other revenue that may be anticipated with reasonable certainty in the current tax year.

(4) "High technology procurement" means the procurement of equipment, goods, or services of a highly technical nature, including:

(A) data processing equipment and software and firmware used in conjunction with data processing equipment;

(B) telecommunications equipment and radio and microwave systems;

(C) electronic distributed control systems, including building energy management systems; and

(D) technical services related to those items.

(5) "Planning services" means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

(6) "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

(7) "Sequential purchases" means purchases, made over

a period, of items that in normal purchasing practices would be purchased in one purchase.

(8) "Time warrant" includes any warrant issued by a municipality that is not payable from current funds.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1250, Sec. 2, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 207, Sec. 1, eff. May 23, 1995.

Sec. 252.002. MUNICIPAL CHARTER CONTROLS IN CASE OF CONFLICT. Any provision in the charter of a home-rule municipality that relates to the notice of contracts, advertisement of the notice, requirements for the taking of sealed bids based on specifications for public improvements or purchases, the manner of publicly opening bids or reading them aloud, or the manner of letting contracts and that is in conflict with this chapter controls over this chapter unless the governing body of the municipality elects to have this chapter supersede the charter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 749, Sec. 5, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 7, eff. Sept. 1, 1993.

Sec. 252.003. APPLICATION OF OTHER LAW. The purchasing requirements of Section 361.426, Health and Safety Code, apply to municipal purchases made under this chapter.

Added by Acts 1991, 72nd Leg., ch. 303, Sec. 17, eff. Sept. 1, 1991.

SUBCHAPTER B. COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED

Sec. 252.021. COMPETITIVE REQUIREMENTS FOR PURCHASES.
(a) Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must:

(1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;

(2) use the reverse auction procedure, as defined by

Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Chapter 2267, Government Code.

(b) A municipality may use the competitive sealed proposal procedure for the purchase of goods or services, including high technology items and insurance.

(c) The governing body of a municipality that is considering using a method other than competitive sealed bidding must determine before notice is given the method of purchase that provides the best value for the municipality. The governing body may delegate, as appropriate, its authority under this subsection to a designated representative. If the competitive sealed proposals requirement applies to the contract, the municipality shall consider the criteria described by Section 252.043(b) and the discussions conducted under Section 252.042 to determine the best value for the municipality.

(d) This chapter does not apply to the expenditure of municipal funds that are derived from an appropriation, loan, or grant received by a municipality from the federal or state government for conducting a community development program established under Chapter 373 if under the program items are purchased under the request-for-proposal process described by Section 252.042. A municipality using a request-for-proposal process under this subsection shall also comply with the requirements of Section 252.0215.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 56(b), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 749, Sec. 1, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 11, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 45, Sec. 1, eff. May 5, 1995; Acts 1997, 75th Leg., ch. 790, Sec. 1, eff. June 17, 1997; Acts 1999, 76th Leg., ch. 571, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 115, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 436, Sec. 2, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 436, Sec. 3, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 217, Sec. 1, eff. June 18, 2003; Acts 2003, 78th Leg., ch. 1276, Sec. 12.003, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [434](#), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1213](#), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1272](#), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1272](#), Sec. 2, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. [1129](#), Sec. 4.01, eff. September 1, 2011.

Sec. 252.0215. COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS. A municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

Added by Acts 1993, 73rd Leg., ch. 749, Sec. 3, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 165, Sec. 17.18, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 115, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [434](#), Sec. 2, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [937](#), Sec. 1.100, eff. September 1, 2007.

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for:

(1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;

(2) a procurement necessary to preserve or protect the

public health or safety of the municipality's residents;

(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;

(4) a procurement for personal, professional, or planning services;

(5) a procurement for work that is performed and paid for by the day as the work progresses;

(6) a purchase of land or a right-of-way;

(7) a procurement of items that are available from only one source, including:

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

(B) films, manuscripts, or books;

(C) gas, water, and other utility services;

(D) captive replacement parts or components for equipment;

(E) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

(8) a purchase of rare books, papers, and other library materials for a public library;

(9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;

(10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;

(11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;

(12) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

(13) services performed by blind or severely disabled persons;

(14) goods purchased by a municipality for subsequent retail sale by the municipality;

(15) electricity; or

(16) advertising, other than legal notices.

(b) This chapter does not apply to bonds or warrants issued under Subchapter A, Chapter 571.

(c) This chapter does not apply to expenditures by a municipally owned electric or gas utility or unbundled divisions of a municipally owned electric or gas utility in connection with any purchases by the municipally owned utility or divisions of a municipally owned utility made in accordance with procurement procedures adopted by a resolution of the body vested with authority for management and operation of the municipally owned utility or its divisions that sets out the public purpose to be achieved by those procedures. This subsection may not be deemed to exempt a municipally owned utility from any other applicable statute, charter provision, or ordinance.

(d) This chapter does not apply to an expenditure described by Section 252.021(a) if the governing body of a municipality determines that a method described by Chapter 2267, Government Code, provides a better value for the municipality with respect to that expenditure than the procedures described in this chapter and the municipality adopts and uses a method described in that subchapter with respect to that expenditure.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended

by Acts 1989, 71st Leg., ch. 1, Sec. 47(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 42, Sec. 1, eff. April 25, 1991; Acts 1993, 73rd Leg., ch. 749, Sec. 7, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 9, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 207, Sec. 2, eff. May 23, 1995; Acts 1995, 74th Leg., ch. 746, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 125, Sec. 1, eff. May 19, 1997; Acts 1997, 75th Leg., ch. 1370, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 405, Sec. 41, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.290, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [434](#), Sec. 3, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [885](#), Sec. 3.77(3), eff. April 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [1129](#), Sec. 4.02, eff. September 1, 2011.

Sec. 252.023. EXEMPTIONS FROM REFERENDUM PROVISIONS. The referendum provisions prescribed by Section 252.045 do not apply to expenditures that are payable:

- (1) from current funds;
- (2) from bond funds; or
- (3) by time warrants unless the amount of the time warrants issued by the municipality for all purposes during the current calendar year exceeds:
 - (A) \$7,500 if the municipality's population is 5,000 or less;
 - (B) \$10,000 if the municipality's population is 5,001 to 24,999;
 - (C) \$25,000 if the municipality's population is 25,001 to 49,999; or
 - (D) \$100,000 if the municipality's population is more than 50,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 109, Sec. 1, eff. Aug. 26, 1991.

Sec. 252.024. SELECTION OF INSURANCE BROKER. This chapter does not prevent a municipality from selecting a licensed insurance broker as the sole broker of record to obtain proposals and coverages for excess or surplus insurance that provides necessary coverage and adequate limits of coverage in structuring layered excess coverages in all areas of risk requiring special consideration, including public official liability, police professional liability, and airport liability. The broker may be retained only on a fee basis and may not receive any other remuneration from any other source.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER C. PROCEDURES

Sec. 252.041. NOTICE REQUIREMENT. (a) If the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. The date of the first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. If no newspaper is published in the municipality, the notice must be posted at the city hall for 14 days before the date set to publicly open the bids and read them aloud.

(b) If the competitive sealed proposals requirement applies to the contract, notice of the request for proposals must be given in the same manner as that prescribed by Subsection (a) for the notice for competitive sealed bids.

(c) If the contract is for the purchase of machinery for the construction or maintenance of roads or streets, the notice for bids and the order for purchase must include a general specification of the machinery desired.

(d) If the governing body of the municipality intends to issue time warrants for the payment of any part of the contract, the notice must include a statement of:

- (1) the governing body's intention;

(2) the maximum amount of the proposed time warrant indebtedness;

(3) the rate of interest the time warrants will bear; and

(4) the maximum maturity date of the time warrants.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 109, Sec. 2, eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 749, Sec. 4, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 6, eff. Sept. 1, 1993.

Sec. 252.0415. PROCEDURES FOR ELECTRONIC BIDS OR PROPOSALS.

(a) A municipality may receive bids or proposals under this chapter through electronic transmission if the governing body of the municipality adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

(b) Notwithstanding any other provision of this chapter, an electronic bid or proposal is not required to be sealed. A provision of this chapter that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted under Subsection (a).

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 6, eff. Sept. 1, 2001.

Sec. 252.042. REQUESTS FOR PROPOSALS FOR CERTAIN PROCUREMENTS. (a) Requests for proposals made under Section 252.021 must solicit quotations and must specify the relative importance of price and other evaluation factors.

(b) Discussions in accordance with the terms of a request for proposals and with regulations adopted by the governing body of the municipality may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 56(c), eff. Aug. 28, 1989; Acts 1995, 74th Leg., ch. 45, Sec. 2, eff. May 5, 1995.

Sec. 252.043. AWARD OF CONTRACT. (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

(b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

(b-1) In addition to the considerations provided by Subsection (b), a joint board described by Section 22.074(d), Transportation Code, that awards contracts in the manner provided by this chapter may consider, in determining the best value for the board, the impact on the ability of the board to comply with laws, rules, and programs relating to contracting with small businesses, as defined by 13 C.F.R. Section 121.201.

(c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest

responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

(d) Except as provided by Subsection (d-1), the contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for construction of:

(1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or

(2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.

(d-1) A contract for construction of a project described by Subsection (d) that requires an expenditure of \$1.5 million or less may be awarded using the competitive sealed proposal procedure prescribed by Subchapter D, Chapter 2267, Government Code.

(e) If the competitive sealed bidding requirement applies to the contract for construction of a facility, as that term is defined by Section 2267.001, Government Code, the contract must be awarded to the lowest responsible bidder or awarded under the method described by Chapter 2267, Government Code.

(f) The governing body may reject any and all bids.

(g) A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

(h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

(i) This section does not apply to a contract for professional services, as that term is defined by Section 2254.002, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [739](#), Sec. 1, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [428](#), Sec. 1, eff. June 15, 2007.

Acts 2011, 82nd Leg., R.S., Ch. [1129](#), Sec. 4.03, eff. September 1, 2011.

Sec. 252.0435. SAFETY RECORD OF BIDDER CONSIDERED. In determining who is a responsible bidder, the governing body may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if:

(1) the governing body has adopted a written definition and criteria for accurately determining the safety record of a bidder;

(2) the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and

(3) the determinations are not arbitrary and capricious.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 58(b), eff. Aug. 28, 1989.

Sec. 252.0436. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY. (a) A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

(b) It is not a violation of this chapter for a municipality, under regulations adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the

municipality.

(c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the municipality requiring approval by the governing body of the municipality.

Added by Acts 2003, 78th Leg., ch. 156, Sec. 1, eff. Sept. 1, 2003.

Sec. 252.044. CONTRACTOR'S BOND. (a) If the contract is for the construction of public works, the bidder to whom the contract is awarded must execute a good and sufficient bond. The bond must be:

(1) in the full amount of the contract price;

(2) conditioned that the contractor will faithfully perform the contract; and

(3) executed, in accordance with Chapter 2253, Government Code, by a surety company authorized to do business in the state.

(b) Repealed by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993.

(c) The governing body of a home-rule municipality by ordinance may adopt the provisions of this section and Chapter 2253, Government Code, relating to contractors' surety bonds, regardless of a conflicting provision in the municipality's charter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(17), eff. Sept. 1, 1995.

Sec. 252.045. REFERENDUM ON ISSUANCE OF TIME WARRANTS. (a) If, by the time set for letting a contract under this chapter, a written petition with the required signatures is filed with the municipal secretary or clerk requesting the governing body of the municipality to order a referendum on the question of whether time warrants should be issued for an expenditure under the contract, the governing body may not authorize the expenditure or finally

award the contract unless the question is approved by a majority of the votes received in the referendum. The petition must be signed by at least 10 percent of the qualified voters of the municipality whose names appear as property taxpayers on the municipality's most recently approved tax rolls.

(b) If a petition is not filed, the governing body may finally award the contract and issue the time warrants. In the absence of a petition, the governing body may, at its discretion, order the referendum.

(c) The provisions of Subtitles A and C, Title 9, Government Code, relating to elections for the issuance of municipal bonds and to the issuance, approval, registration, and sale of bonds govern the referendum and the time warrants to the extent those provisions are consistent with this chapter. However, the time warrants may mature over a term exceeding 40 years only if the governing body finds that the financial condition of the municipality will not permit payment of warrants issued for a term of 40 years or less from taxes that are imposed substantially uniformly during the term of the warrants.

(d) This section does not supersede any additional rights provided by the charter of a special-law municipality and relating to a referendum.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 1064, Sec. 38, eff. Sept. 1, 1999.

Sec. 252.046. CIRCUMSTANCES IN WHICH CURRENT FUNDS TO BE SET ASIDE. If an expenditure under the contract is payable by warrants on current funds, the governing body of the municipality by order shall set aside an amount of current funds that will discharge the principal and interest of the warrants. Those funds may not be used for any other purpose, and the warrants must be discharged from those funds and may not be refunded.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 252.047. PAYMENT METHOD FOR CERTAIN CONTRACTS. If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the

contract on a lump-sum basis or unit price basis as the governing body of the municipality determines. If the contract is let on a unit price basis, the information furnished to bidders must specify the approximate quantity needed, based on the best available information, but payment to the contractor must be based on the actual quantity constructed or supplied.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 500,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 706, Sec. 1, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 746, Sec. 2, eff. Aug. 28, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. [479](#), Sec. 1, eff. June 17,

2011.

Acts 2011, 82nd Leg., R.S., Ch. [1129](#), Sec. 2.09, eff. September 1, 2011.

Sec. 252.049. CONFIDENTIALITY OF INFORMATION IN BIDS OR PROPOSALS. (a) Trade secrets and confidential information in competitive sealed bids are not open for public inspection.

(b) If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 252.050. LEASE-PURCHASE OR INSTALLMENT PURCHASE OF REAL PROPERTY. (a) This section applies only to a lease-purchase or installment purchase of real property financed by the issuance of certificates of participation.

(b) The governing body of a municipality may not make an agreement under which the municipality is a lessee in a lease-purchase of real property or is a purchaser in an installment purchase of real property unless the governing body first obtains an appraisal by a qualified appraiser who is not an employee of the municipality. The purchase price may not exceed the fair market value of the real property, as shown by the appraisal.

Added by Acts 1989, 71st Leg., 1st C.S., ch. 10, Sec. 2, eff. Oct. 18, 1989.

Sec. 252.051. APPRAISAL REQUIRED BEFORE PURCHASE OF PROPERTY WITH BOND PROCEEDS. A municipality may not purchase property wholly or partly with bond proceeds until the municipality obtains an independent appraisal of the property's market value.

Added by Acts 2011, 82nd Leg., R.S., Ch. [719](#), Sec. 1, eff. September 1, 2011.

SUBCHAPTER D. ENFORCEMENT

Sec. 252.061. INJUNCTION. If the contract is made without compliance with this chapter, it is void and the performance of the contract, including the payment of any money under the contract, may be enjoined by:

(1) any property tax paying resident of the municipality; or

(2) a person who submitted a bid for a contract for which the competitive sealed bidding requirement applies, regardless of residency, if the contract is for the construction of public works.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [979](#), Sec. 1, eff. September 1, 2009.

Sec. 252.062. CRIMINAL PENALTIES. (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.

(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1250, Sec. 3, eff. Sept. 1, 1989.

Sec. 252.063. REMOVAL; INELIGIBILITY. (a) The final conviction of a municipal officer or employee for an offense under Section 252.062(a) or (b) results in the immediate removal from office or employment of that person.

(b) For four years after the date of the final conviction, the removed officer or employee is ineligible:

(1) to be a candidate for or to be appointed or elected to a public office in this state;

(2) to be employed by the municipality with which the person served when the offense occurred; and

(3) to receive any compensation through a contract with that municipality.

(c) This section does not prohibit the payment of retirement or workers' compensation benefits to the removed officer or employee.

Added by Acts 1989, 71st Leg., ch. 1250, Sec. 4, eff. Sept. 1, 1989.



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Document: **Westlake HSP#4 Motor and
Motor Controller**

Date: 10/2/2025

Westlake HSP#4 Motor and Motor Controller

To whom it may concern,

This letter is in regard to the high service pump #4 motor and motor starter. Global Pump Solutions coordinated start up of the new #4 Cla-Val on September 23, 2025 with Prime Controls and Cla-Val. Upon the startup sequence, the motor continuously shut off in sporadic fashion. After evaluating the motor control cabinet, it was identified that the motor starter had begun to weld itself shut causing insufficient power to the motor. In addition, GPS electrically tested the motor at that time to verify if any electrical damage had occurred. With the results of the electrical check coming back lower than recommended but still acceptable, GPS is recommending replacing the 26 year old motor and starter to regain reliable performance for the cities pump station.

Thank you,

Dalton Samek

Dalton Samek
Operations Manager
Global Pump Solutions
(972)757-0054 Cell

ESTIMATE

Global Pump Solutions LLC
4541 J D Mouser Pkwy
Alvarado, TX 76009

accounting@gpspumps.com
+1 (972) 449-5770
www.gpspumps.com



Westlake, Town of

Bill to
Town of Westlake
2901 W Dove Rd.
Westlake, TX 76262

Ship to
Town of Westlake
2901 W Dove Rd.
Westlake, TX 76262

Estimate details

Project Name: Pump station Pump #4

Estimate no.: 5581

Estimate date: 09/29/2025

Expiration date: 10/15/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Field Labor	Install and align motor	1	\$2,000.00	\$2,000.00
2.	25018ET3G447TS-W22	W22 NEMA Premium Efficiency 250 HP 4P 445/7TS 3Ph 460 V 60 Hz IC411 - TEFC - Foot-mounted	1	\$23,776.05	\$23,776.05

Total

\$25,776.05

Note to customer

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions Buyboard #770-25

Expiry date

10/15/2025

Accepted date

Accepted by

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Estimate details
Estimate no.: 5595
Estimate date: 10/01/2025
Expiration date: 10/15/2025

Project Name: Pump station Pump #4 VFD

#	Product or service	Description	Qty	Rate	Amount
1.	Field Labor	Demo old starter contactor assembly. Install new fuse block under breaker. Install new WEG VFD	1	\$10,500.00	\$10,500.00
2.	WEG	VFD: CFW 11 Reference: NACFW110370T4SZ Product code: 11411164 Product line: CFW11 1week lead time	1	\$25,056.33	\$25,056.33
3.	Misc	Miscellaneous wire, contactors, electrical components, etc.	1	\$10,200.00	\$10,200.00

Total \$45,756.33

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Global Pump Solutions Buyboard #770-25

Expiry date 10/15/2025

Accepted date

Accepted by



MEETING NOTICE
Tuesday, September 15, 2026



**TOWN OF WESTLAKE TOWN HALL
COUNCIL CHAMBER
1500 SOLANA BLVD., SUITE 7100,
BUILDING 7, WESTLAKE, TX 76262**

**TOWN OF WESTLAKE
TOWN COUNCIL MEETING 4 PM**

**WESTLAKE ACADEMY
BOARD OF TRUSTEES MEETING 5 PM**

REGULAR MEETING AGENDA

The Town Council of the Town of Westlake also serves as the governing Board of Trustees for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. **NOTE: To comply with Senate Bill 12, Westlake Academy items will begin no earlier than 5 p.m. but may start later depending on the progression of posted agenda items.** Town Council/Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort of meeting efficiency, any residents wishing to speak must submit a speaker request form to the Town Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council 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, Town Council may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town/School Attorney on any agenda item listed herein.

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

II. INVOCATION AND PLEDGES OF ALLEGIANCE

III. ITEMS OF COMMUNITY INTEREST

Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

IV. TOWN COUNCIL AGENDA ITEMS

IV.A. CITIZEN COMMENTS

This is an opportunity for citizens to address the Town Council on any matter,

whether or not it is posted on the agenda. Any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual citizen comments are normally limited to three (3) minutes. The presiding officer may ask the citizen to hold their comment on an agenda item if the item is posted as a Public Hearing. The Town Council cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Town Council will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

IV.B. PRESENTATIONS AND PROCLAMATIONS

IV.C. CONSENT AGENDA

All items listed below are considered routine by the Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

IV.C.1. Consider and act to approve the August XX, 2025 Town Council/Board of Trustees Regular Meeting Minutes.

IV.D. PUBLIC HEARINGS AND CORRESPONDING ACTION ITEMS

IV.E. REGULAR AGENDA ITEMS

IV.E.1. Discuss, consider and act to approve Resolution 25-XX to approving the new investment policy.

V. WESTLAKE ACADEMY BOARD OF TRUSTEES AGENDA ITEMS

V.A. PARENT COMMENTS

This is an opportunity for parents to address the Board of Trustees on any matter, whether or not it is posted on the agenda. Any parent wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual parent comments are normally limited to three (3) minutes. The presiding officer may ask the parent to hold their comment on an agenda item if the item is posted as a Public Hearing. The Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

V.B. WESTLAKE ACADEMY ITEMS OF INTEREST

V.C. PRESENTATIONS

V.D. CONSENT AGENDA

All items listed below are considered routine by the Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a Board Member or parent so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

V.E. REGULAR AGENDA ITEMS

VI. EXECUTIVE SESSION

The Town Council/Board of Trustees will conduct a closed session pursuant to Section 551.071 (2) of the Texas Government Code, for the purpose of seeking confidential legal advice from the Town Attorney/Westlake Academy Attorney for the following:

VI.A. Section 551.071: Consultation with legal advice from Academy Attorney regarding Westlake Academy Affiliate Groups.

VI.B. Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation: Vertical Bridge v. Town of Westlake.

VII. TAKE ACTION, IF NEEDED, FROM EXECUTIVE SESSION

VIII. FUTURE AGENDA ITEMS

IX. STAFF RECAP OF COUNCIL/BOARD DIRECTION

X. 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, and Westlake Academy Administration Building, 2600 JT Ottinger Rd., Westlake, TX 76262 in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Town/Board Secretary Dianna Buchanan

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.



**TOWN OF WESTLAKE, TEXAS
TOWN COUNCIL MEETING 4 PM**

**WESTLAKE ACADEMY
BOARD OF TRUSTEES MEETING 5 PM**



Town of Westlake
Council Chamber, 1500 Solana Blvd
Building 7, Suite 7100 Westlake, TX 76262

Tuesday, September 15, 2026

REGULAR MEETING AGENDA

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VI. RECONVENE REGULAR MEETING FROM EXECUTIVE SESSION

VII. WESTLAKE ACADEMY BOARD OF TRUSTEES AGENDA ITEMS

VII.A. PARENT COMMENTS

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VII.B. WESTLAKE ACADEMY ITEMS OF INTEREST

VII.C. WESTLAKE ACADEMY PRESENTATIONS

VII.D. WESTLAKE ACADEMY CONSENT AGENDA

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VII.E. WESTLAKE ACADEMY REGULAR AGENDA ITEMS

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