



MEETING NOTICE
Tuesday, February 17, 2026



LOCATION: COUNCIL CHAMBER
TOWN OF WESTLAKE TOWN HALL
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 to improve 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 video-conference 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, the Town Council/Board of Trustees may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney and/or School Attorney on any agenda item listed herein.

- A. CALL REGULAR TOWN COUNCIL MEETING TO ORDER (4 P.M.) AND ANNOUNCE A QUORUM PRESENT**
- B. INVOCATION AND PLEDGES OF ALLEGIANCE**
- C. CITIZEN/PUBLIC COMMENTS**

This is an opportunity for citizens/public to address the Town Council/Board of Trustees on any matter, whether or not it is posted on the agenda. Anyone wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual comments are normally limited to three (3) minutes. The presiding officer may ask the speaker 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 (Jon Sasser, Communications Director)

E. PRESENTATION

- E.1. Receive Westlake Fire-EMS 2025 Annual Report (Fire Chief John Ard)

TOWN COUNCIL AGENDA ITEMS FOR CONSIDERATION

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 January 14, 2026 Workshop meeting and the January 20, 2026 Regular Meeting. (Town Secretary Dianna Buchanan)
- F.2. Discuss, consider, and act to approve Resolution 26-01 adopting the 2025 Jurisdictional Annex to the Tarrant County Hazard Mitigation Action Plan. (Fire Chief John Ard)
- F.3. Discuss, consider and act to approve Resoluton 26-02 ratifying the approval by the Town Manager to purchase one new ambulance Ford Chassis F-550 Diesel 4X4 from Sterling McCall Ford through Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for an amount not to exceed \$89,250 as part of the originally approved Resolution 25-44; and authorizing the expenditure for completion of said acquisition. (Fire Chief John Ard)

WESTLAKE ACADEMY BOARD OF TRUSTEES AGENDA ITEMS

G. CALL REGULAR WESTLAKE ACADEMY BOARD OF TRUSTEES MEETING TO ORDER (5 P.M. OR LATER) AND ANNOUNCE A QUORUM PRESENT

H. PARENT/PUBLIC COMMENTS

This is an opportunity for parents/public to address the Board of Trustees on any matter, whether or not it is posted on the agenda. Anyone wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual comments are normally limited to three (3) minutes. The presiding officer may ask the speaker 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.

I. PUBLIC HEARING WITH DISCUSSION

- I.1. Conduct Public Hearing & Discuss Westlake Academy's Charter FIRST 2025 Rating

J. CONSENT AGENDA

- J.1. Discuss, consider and act regarding WA Resolution 26-01 adopting the Westlake Academy Academic Calendar for School Year 2026-2027. (Dr. Kelly Ritchie, Head of School)
- J.2. Discuss, consider and act regarding WA Resolution 26-02 to approve submission of a Missed School Day Waiver Application to the Texas Education Agency (TEA). (Dr. Kelly Ritchie, Head of School)

- J.3. Discuss, consider and act regarding WA Resolution 26-03 to approve contracting with Technology Lab to provide Information Technology services to Westlake Academy and authorizing the Head of School to execute the agreement for same. (Dr. Kelly Ritchie, Head of School)
- J.4. Discuss, consider and act regarding WA Resolution 26-04 to approve a contract with Charter Impact to provide services to Westlake Academy and to authorize execution of the agreement by the Head of School. (Dr. Kelly Ritchie, Head of School)
- J.5. Discuss, consider and act to approve all library materials proposed to be purchased or donated to the Westlake Academy school library in an open meeting in compliance with SB 13. (Dr. Kelly Ritchie, Head of School)
- J.6. Discuss, consider and act to approve WA Resolution 26-06 adopting amendments to the Westlake Academy Admissions Policy. (Dr. Kelly Ritchie, Head of School)
- J.7. Discuss, consider, and act on the allocation of one additional fifth grade teaching position for the 2026-2027 school year. (Dr. Kelly Ritchie, Head of School)

K. REGULAR AGENDA ITEMS

- K.1. Discuss, consider and act regarding WA Resolution 26-05 Affirming the Constitutional and Legal Right to Choose to Pray in School and Opposing a resolution to adopt a state-organized prayer policy for our district, as contemplated by S.B. 11, 89th Legislature, codified at Texas Education Code § 25.0823. (Dr. Kelly Ritchie, Head of School)

L. 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:

- L.1. Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake.
- L.2. Section 551.087: Deliberation regarding Economic Development Negotiations - to deliberate the offer of a financial or other incentive to business prospects:
 - a. 2025-05
 - b. 2025-08

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

N. FUTURE AGENDA ITEMS


O. STAFF RECAP OF TOWN COUNCIL/BOARD DIRECTIONS RECEIVED

P. 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 at the Westlake Academy Administration Building located at 2600 JT Ottinger Road, Westlake, TX 76262 in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

*/s/ **Dianna Buchanan***

Dianna Buchanan, Town/Board Secretary

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



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** D.1.
FROM: Jon Sasser, Director of Communications, Communications
SUBJECT: Items of Community Interest (Jon Sasser, Communications Director)

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:

NOTABLE ITEMS AND UPCOMING EVENTS:

Planning & Zoning Meeting

Tuesday, March 3, 2026; 5 pm
1500 Solana Blvd, Westlake

Westlake Academy Spring Break

March 16-20, 2026

Town Council Meeting

Tuesday, March 24, 2026; 4 pm
1500 Solana Blvd, Westlake

Additional Notes:

- **State of the Communities**
- **Elections**
- **Winter Weather Kudos**



**Town Council/Board of Trustees
AGENDA ITEM REPORT**



DATE: February 17, 2026 **AGENDA ITEM NO:** E.1.
FROM: John Ard, Fire Chief, Fire Dept.
SUBJECT: Receive Westlake Fire-EMS 2025 Annual Report (Fire Chief John Ard)

ATTACHMENTS:

1. 2025 Annual Fire Department Report

SUMMARY :

This Annual Report presents Westlake Fire-EMS's yearly activities, performance metrics, and financial status to provide transparency, demonstrate accountability, and strengthen community confidence in the department's operations.

BACKGROUND AND DISCUSSION:

The Westlake Fire-EMS Annual Report is presented to provide a comprehensive overview of the department's operations over the past year. As the department continues to evolve to meet growing service demands, the annual report serves as a formal record of activities, performance outcomes, and financial stewardship. This report supports transparency, informs Town leadership and the community, and helps guide future planning and resource decisions.

FISCAL IMPACT:

None

LEGAL REVIEW:

None

RECOMMENDATION:

No recommendation required.

ACTION OPTIONS:

Receive report.



2025

Westlake Fire-EMS Annual Report

**WESTLAKE
FIRE**

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MESSAGE FROM THE CHIEF

I am proud to serve with all our dedicated members of Westlake Fire-EMS. This department continues to exemplify what it means to be professionals committed to Dedication, Compassion, and Excellence - values that define not only how we respond to emergencies, but how we represent the Town of Westlake every day.

Over the past year, our focus has remained clear: doing the basics exceptionally well. Whether responding to a medical emergency, fire incident, or community need, our personnel consistently demonstrate sound judgment, disciplined training, and a genuine commitment to those we serve. That dedication is strengthened by our emphasis on mental and physical readiness, continual training, and accountability to one another and to our community.

In 2025, Westlake Fire-EMS continued to invest in our people, our equipment, and our training. We are committed to maintaining a high standard of operational excellence while adapting to the evolving needs of our town. Through purposeful training, professional development, and a culture rooted in character and teamwork, we will remain prepared to meet any challenge.

I want to thank the Town Council, Town leadership, and our residents for their continued trust and support. Most importantly, I want to recognize our firefighters for their dedication, professionalism, and willingness to serve with compassion—often during someone's most difficult moment.

It is an honor to lead this department. Together, we will continue to protect life, property, and the quality of life that makes Westlake a special place to live and work.

Respectfully,



Fire Chief
Westlake Fire-EMS



DEPARTMENT OVERVIEW

VISION

To be an exemplary organization acclaimed for our proficiency, integrity, and selfless devotion to duty.

MISSION

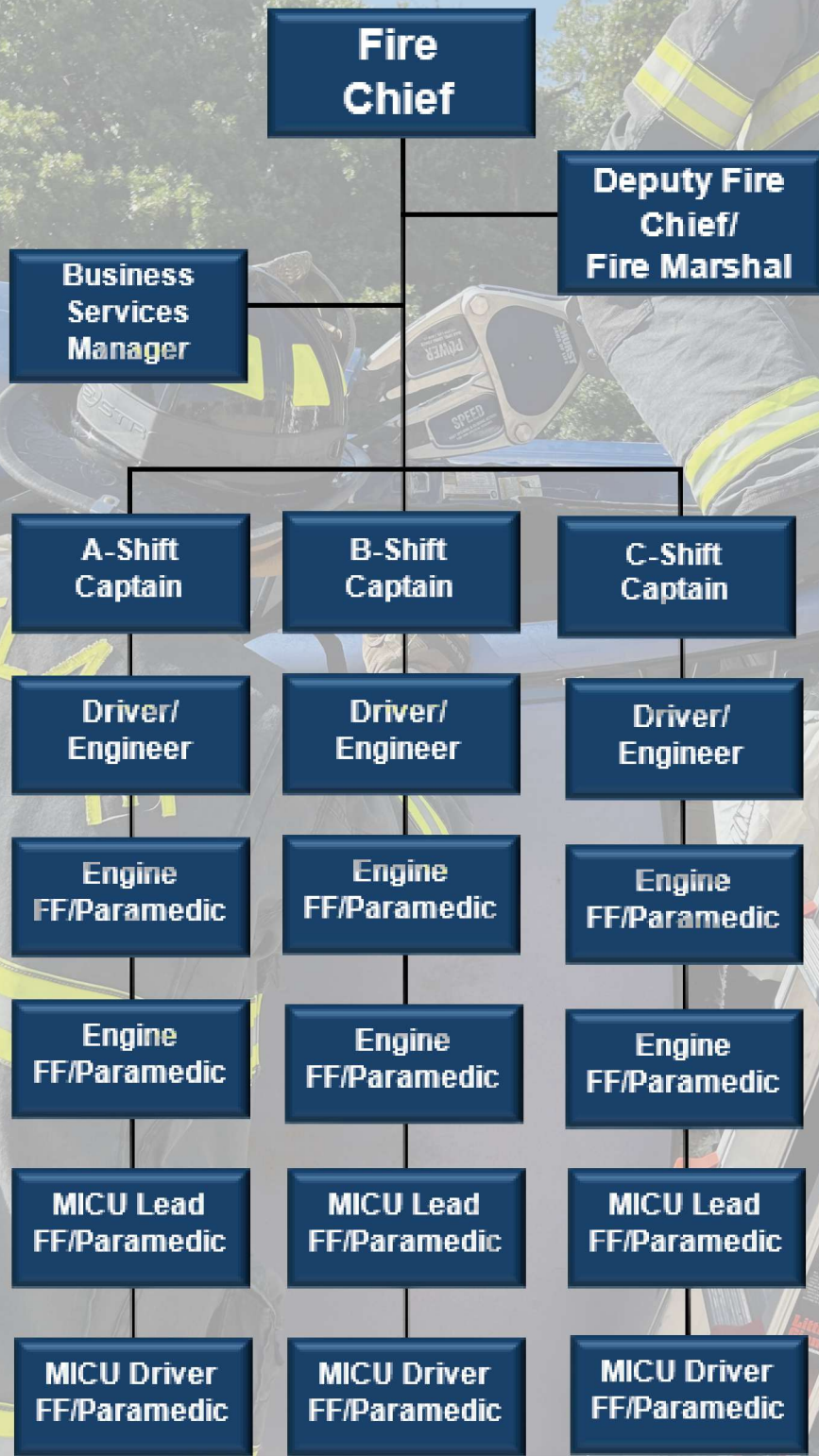
We are a values-oriented team committed to preserving life, property, and the beauty of our natural environment: through dedication, compassion, and excellence in education, prevention, and emergency response.

CORE VALUES

Character
Mental and Physical Readiness
Fundamentals First
Training with Purpose
Dedicated Response
Compassionate Service
Excellence in All We Do



ORGANIZATIONAL CHART



PERSONNEL AND STAFFING

MEET OUR ADMINISTRATIVE STAFF

KELLY CLEMENTS



Deputy Fire Chief / Fire Marshal Kelly Clements brings more than 30 years of public safety experience to Westlake Fire-EMS, with a distinguished career spanning fire service, law enforcement, emergency medical services, and fire prevention.

Chief Clements began his career with the Dallas Fire Department before transitioning to the Dallas Police Department, where he served as a Fire Marshal assigned to the SAFE Team raid unit. During this time, he also served as a Deputy Constable (Reserve) with Ellis County, further expanding his law enforcement experience.

In 2000, Chief Clements joined the City of Southlake Department of Public Safety, where he served the community for 24 years. Throughout his tenure, he applied his diverse skill set as a Police Officer, Firefighter/Paramedic, Arson Investigator, and Fire Inspector. In 2015, he was promoted to Deputy Fire Chief / Fire Marshal for the Southlake Fire Department, overseeing fire prevention, investigations, and life safety programs.

In January 2024, Chief Clements retired from the Southlake Fire Department and joined Westlake Fire-EMS, bringing decades of leadership, operational experience, and technical expertise to the organization.

Chief Clements holds a Bachelor of Science degree with a double major in Criminal Justice and Psychology from Stephen F. Austin State University and a Master's Degree in Dispute Resolution and Mediation from Southern Methodist University.

He is highly credentialed, holding numerous advanced certifications, including TCOLE Master Peace Officer, Master Firefighter, Master Arson Investigator, Licensed Paramedic, Master Fire Inspector, Plans Examiner, and CPSE Nationally Certified Fire Marshal.

TAMARA COLE

Tamara Cole serves as the Business Services Manager for the Town of Westlake, bringing six years of dedicated service to the municipality and a decade of experience supporting local fire departments. Her diverse professional background includes 13 years as a corporate Instructional Designer and five years as a Social Worker at two major DFW hospitals. A Licensed Clinical Social Worker (LCSW), Tamara's clinical expertise is a unique asset to our department. She holds a bachelor's degree from Texas A&M University and a master's from The University of Texas at Arlington.



Outside of work, Tamara and her husband, Russ, have been married for 21 years and are proud parents to Steven, a sophomore at Texas A&M, and Samantha, a junior at Colleyville Heritage High School.

PERSONNEL TENURE

YEARS OF SERVICE



J. Ard
Fire Chief - 23 Years



T. Cole
Business Services
Manager - 10 Years



K. Clements
Deputy Fire Chief - 31
Years



T. Livingston
Captain/P - 14 Years



T. Villines
Captain/P - 15 Years



C. Groom
Captain/P - 16 Years



M. Pare
DE/P - 6 Years



K. Lynch
DE/P - 13 Years



C. Brown
DE/P - 9 Years



J. Nunnally
FF/P - 13 Years



C. Burge
FF/P - 4 Years



M. McAdoo
FF/P - 5 Years



B. Thurston
FF/P - 3 Years



J. Moorman
FF/P - 6 Years



C. Vaughn
FF/P - 1 Year



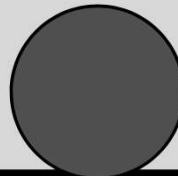
B. Stone
FF/EMT - 2 Years



B. Whittiker
FF/P - 1 Year



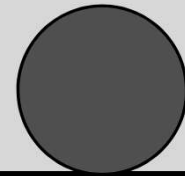
N. Kurland
FF/EMT - 1 Year



Open Position
FF/P



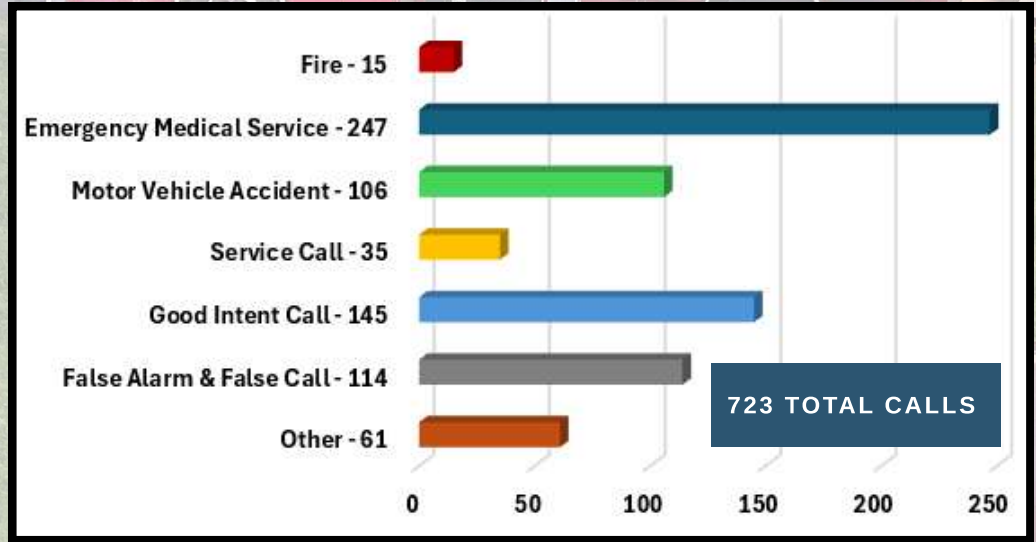
H. Jones
FF/EMT - 1 Year



Open Position
FF/P

EMERGENCY RESPONSE SUMMARY

TYPES OF CALLS



Mutual Aid Received

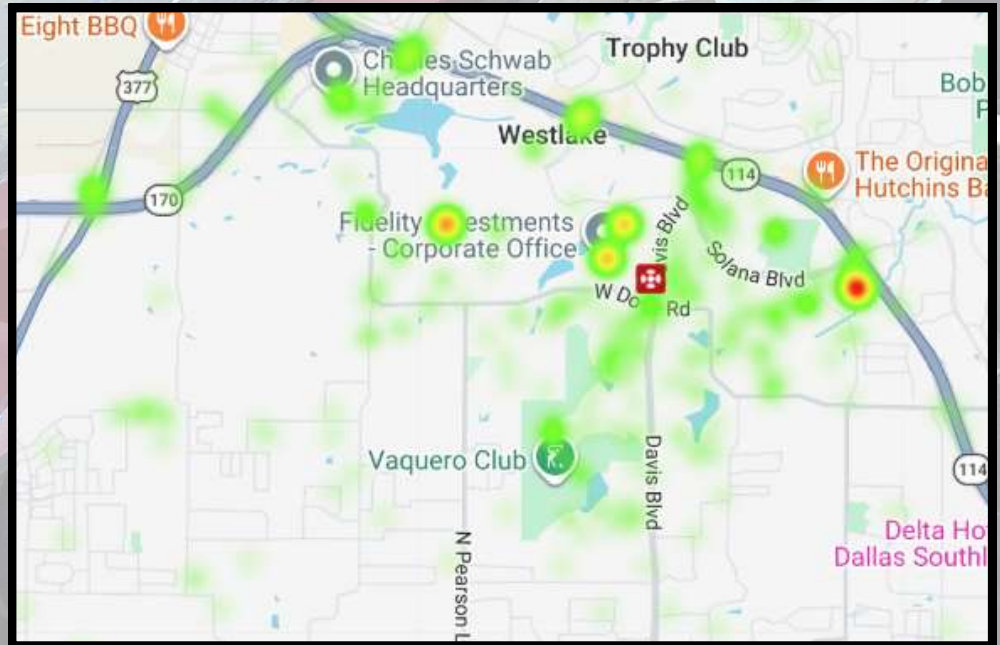
128

Mutual Aid Provided

164

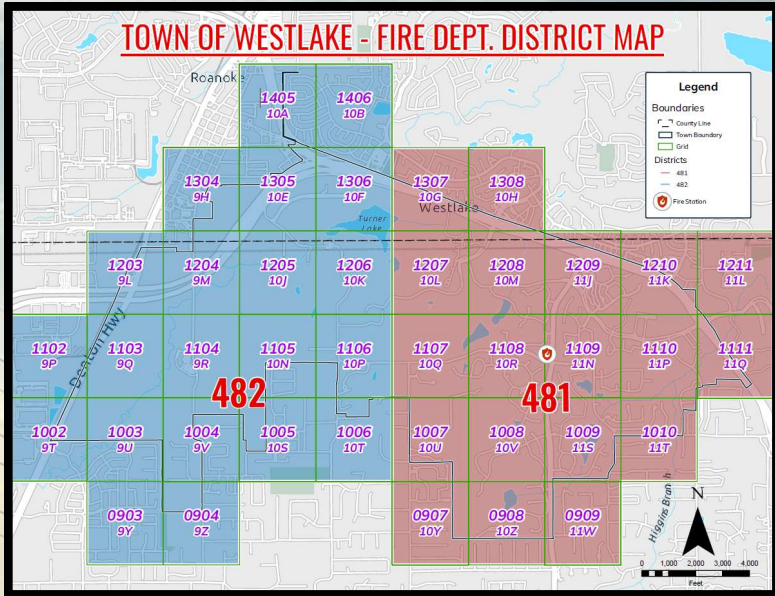
MUTUAL AID

HEAT MAP FOR CALL CLUSTERS



EMERGENCY RESPONSE SUMMARY

DISTRICT INCIDENT TIMES



	District 481	District 482
Fire		
90th % Turnout Time	00:00:34	00:00:28
90th % Travel Time	00:05:54	00:05:47
90th % Total Response Time	00:06:28	00:06:50
EMS		
90th % Turnout Time	00:01:03	00:01:00
90th % Travel Time	00:05:42	00:08:27
90th % Total Response Time	00:06:35	00:08:58



PROPERTY CONSERVATION - DOLLAR LOSS PREVENTED



Fire crews contained a structure fire at Deloitte University to \$30,000 in damage, preserving an estimated \$39.2 million in property value.



TRAINING AND PROFESSIONAL DEVELOPMENT

The Westlake Fire-EMS Training Division delivered a comprehensive training program in 2025 centered on operational readiness, measurable performance standards, and full regulatory compliance.

OPERATIONAL & SPECIALTY TRAINING

- 2,441 documented Company Training Hours completed
- Completed 4 NFPA 1410 Company Evolutions
- Conducted 2 NEFDA Live Fire Facility Trainings
- Conducted 2 NEFDA HAZMAT Technician Sessions
- Completed 2 Hydrant Operations Cycles
- Performed Hose Testing & Deployment Drills

This integrated approach strengthened fire attack effectiveness, water supply proficiency, facility familiarization, and multi-agency coordination while reinforcing performance standards across all shifts.

2025 INDIVIDUAL PROFESSIONAL DEVELOPMENT SUMMARY

INSTRUCTION & LEADERSHIP

- CPR Instructor Certification
- Fire Instructor I
- NEFDA Leadership Academy
- TEEX Officer Leadership Academy

FIRE & INSPECTION CERTIFICATIONS

- Advanced Fire Inspector Certification
- Inspector I & II
- HazMat Incident Commander

SPECIALIZED OPERATIONS

- S-130/190 Basic Wildland Firefighter
- L-180 Human Factors in the Wildland Fire Service
- FEMA Medical Specialist Training
- Impact EMS Flight Medical Provider Critical Care Course
- Lewisville FD All Saws Class

HEALTH AND WELLNESS

MEDICAL AND PHYSICAL READINESS

Our ability to serve the community depends on our readiness to perform. Mental resilience and physical fitness are not optional—they are professional obligations. We are committed to maintaining the strength, endurance, and mental clarity required to meet the demands of our profession, protect one another, and return home safely.

We are purposeful in ensuring all personnel are prepared to serve, regardless of the difficulty of the task. Through policy, training, and cultural expectations, we have established health and wellness initiatives that meet or exceed nationally recognized standards for firefighters.

These initiatives include:

- Daily physical exercise
- Monthly fitness challenges and competitions
- Annual fitness standards, including the Department of Public Safety (DPS) Row Test and Physical Ability Test
- Annual comprehensive medical and physical evaluations

MENTAL HEALTH RESILIENCE

Our Department is part of the NEFDA Peer Resiliency Team. This team is guided by The Readiness Group, who assists with resiliency training classes and more importantly, connecting personnel to counseling services. The counseling is grant funded and independent of the actual department, so our firefighters stay anonymous and they receive free counseling. This has helped our firefighters stay focused and grounded in their job, knowing they have many resources and counseling to lean on if they ever need it.



FIRE PREVENTION & COMMUNITY RISK REDUCTION

PROTECTING THE COMMUNITY THROUGH PREVENTION

Community Risk Reduction (CRR) extends well beyond traditional fire prevention. Westlake Fire-EMS applies a comprehensive approach focused on improving community safety, resilience, and health through the Five E's of Risk Reduction:

Education • Enforcement • Emergency Response • Engineering • Economics

This framework allows the department to prevent emergencies where possible, reduce their impact when they occur, and protect both the public and responding firefighters.

LEADERSHIP & OVERSIGHT

The Deputy Chief – Fire Marshal, under the general direction of the Fire Chief, is responsible for planning, developing, and implementing effective fire prevention, fire investigation, public education, and administrative programs. The position also assists with the management and delivery of fire suppression, emergency medical services, rescue operations, hazardous materials response, and emergency management planning—ensuring strong alignment between prevention and operations.

GROWTH & DEVELOPMENT IMPACT

Westlake continues to experience significant development activity, increasing demand on fire prevention services:

- 2,379,378 sq. ft. of new residential and commercial construction
- \$634,997,708 in combined project valuation

This growth requires detailed plan reviews, inspections, and ongoing collaboration to maintain the highest life-safety standards.

Fire Inspections	440
Plan Reviews	143

COMMUNITY ENGAGEMENT



Santa Toy Drive



9/11 Memorial Run



Fire Station Open House

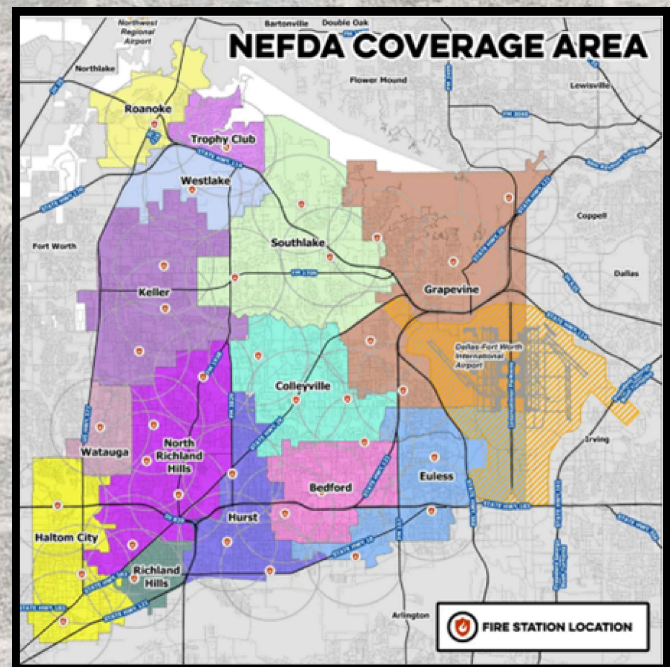


PARTNERSHIPS

NEFDA

A regional fire service partnership that promotes interagency cooperation, professional development, and coordinated response capabilities among neighboring fire departments. There are 14 departments in NEFDA.

- 🔥 Training and professional development
- 🤝 Interagency cooperation and networking
- 🚒 Operational coordination and best-practice sharing
- 🇺🇸 Leadership development and information exchange



NETCOM

Northeast Tarrant County Communications (NETCOM) is a regional public safety communications center that provides 24/7 emergency dispatch and communications services for participating fire, EMS, and law enforcement agencies in Northeast Tarrant County.

NETCOM serves as the critical link between the public and emergency responders by receiving 9-1-1 calls, dispatching appropriate resources, and maintaining continuous communication during emergency incidents. The center supports coordinated response through advanced call-taking, radio operations, and interagency communication, ensuring timely and accurate information flow during routine and complex emergencies.

By participating in NETCOM, Westlake Fire-EMS benefits from regional interoperability, consistent dispatch protocols, and a highly trained communications staff—enhancing response efficiency, responder safety, and overall service delivery to the community.

PARTNERSHIPS

BEST EMS

BEST EMS is a regional emergency medical services collaboration serving Northeast Tarrant County. The program focuses on shared training, education, and professional development for EMS providers across participating fire departments and agencies.



BEST EMS enhances the quality and consistency of prehospital care by promoting standardized training, evidence-based practices, and interagency cooperation. Through joint classes, skills refreshers, and continuing education opportunities, the program ensures EMS personnel remain prepared to deliver high-quality patient care while operating seamlessly with neighboring jurisdictions.

Participation in BEST EMS strengthens regional readiness, improves interoperability during mutual aid responses, and supports the ongoing development of Westlake Fire-EMS personnel.

THE TARRANT COUNTY ARSON TASK FORCE

The Tarrant County Arson Task Force is a collaborative group coordinated by the Tarrant County Fire Marshal's Office that brings together fire investigation resources from across the region to investigate suspicious or intentionally set fires (arson) and other complex fire scenes. It supports local fire departments and law enforcement by providing additional manpower, expertise, and investigative tools on major incidents that require detailed origin-and-cause work or criminal prosecution.

WANG (WESTLAKE AREA NETWORK GROUP)

WANG is a collaborative forum coordinated by Westlake Fire-EMS that brings together corporate stakeholders and Town leadership to strengthen relationships, align public safety priorities, and proactively address the evolving safety and operational needs of the Westlake community.

PARTNERSHIPS

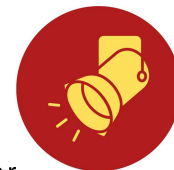
TEXAS TASK FORCE 2 (TX-TF2)

Texas Task Force 2 (TX-TF2) is a regional Urban Search and Rescue (US&R) team operating under the Texas Division of Emergency Management (TDEM). The task force is composed of specially trained firefighters, emergency medical personnel, and technical rescue specialists from participating fire departments across North Texas.

TX-TF2 is designed to respond to large-scale and complex emergencies such as natural disasters, structural collapses, severe weather events, and other incidents that exceed the capabilities of a single jurisdiction. The team provides advanced capabilities including search and rescue operations, technical rescue, medical care, logistics, and incident support.

Through participation in TX-TF2, member departments contribute to and benefit from a highly coordinated regional response system that enhances preparedness, interoperability, and resilience during major emergencies.

MARK PARE' - TX-TF2



Marc is a Driver/Engineer–Licensed Paramedic with Westlake Fire EMS and has served the department for six years. He holds an Associate degree in Paramedicine and maintains extensive TCFP certifications, including Firefighter, Driver/Operator, Instructor, Fire Officer, Inspector, and HazMat Technician/Incident Commander. He is also trained in advanced technical rescue and special operations, including rope, swift water, trench, confined space, vehicle and heavy vehicle rescue, structural collapse, and FEMA Urban Search and Rescue.

Marc is a selected member of Texas Task Force 2 (TX-TF2), a highly competitive state urban search and rescue team. He applied in July 2024, was selected in early 2025, and achieved full deployable status in November 2025.

As a TX-TF2 Medical Specialist, Marc ensures the health, safety, and operational readiness of task force personnel and K9s and provides medical care during training, deployment, and rescue operations. Since becoming deployable, he has completed two deployments totaling 19 days in support of mission objectives and affected communities.



PARTNERSHIPS

NORTH TARRANT REGIONAL SWAT TEAM

The North Tarrant Regional SWAT Team is a regional, multi-agency unit that manages high-risk law enforcement incidents. Westlake Fire-EMS participates by providing specialized fire and EMS support to enhance responder safety and coordinated emergency response.

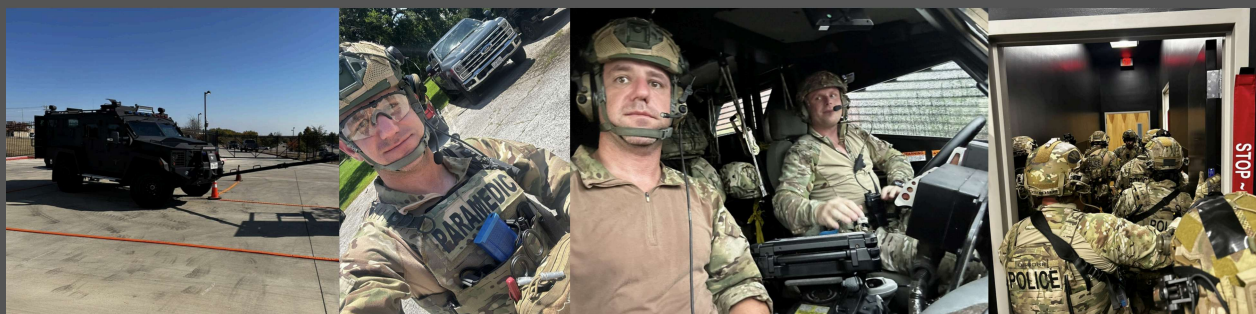
JAY NUNNALLY - NORTH TARRANT REGIONAL SWAT TEAM



Jay is a firefighter/paramedic and has served with the Westlake Fire-EMS Department for two years and has brought more than 15 years of fire and paramedic experience. Previously, he served with the Celina and Southlake Fire Departments, where he was a Paramedic Field Training Officer, contributed to the Medical Control Committee, and managed EMS supplies and distribution.

Jay holds Critical Care Paramedic (CCEMT-P) and Flight Paramedic (FP-C) certifications and has extensive experience in neonatal and pediatric critical care with Cook Children's Teddy Bear Transport Team, as well as flight paramedic experience with Air Evac.

Currently assigned to A-Shift, Jay serves as a Field Training Officer mentoring new paramedics and is a selected medic for the North Tarrant Regional SWAT Team. He completed Basic SWAT School and trains regularly, supporting high-risk operations as one of four SWAT medics on 24/7 call.



APPARATUS

ENGINE 481



MEDIC 481



BRUSH 481



UTILITY 481



FISCAL OVERVIEW - FY2025

Adopted Budget: \$4,807,725.00
(Including Capital Purchase of Engine)

Actual Budget: \$4,190,112.16

Total Revenue: \$225,991.85

REVENUE



OPERATING EXPENDITURES



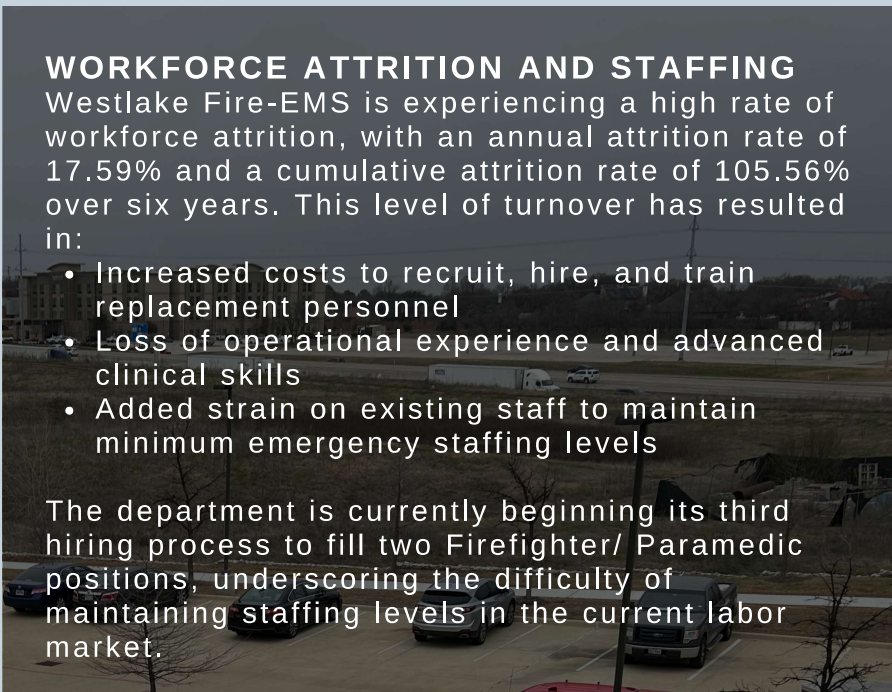
CHALLENGES

WORKFORCE ATTRITION AND STAFFING

Westlake Fire-EMS is experiencing a high rate of workforce attrition, with an annual attrition rate of 17.59% and a cumulative attrition rate of 105.56% over six years. This level of turnover has resulted in:

- Increased costs to recruit, hire, and train replacement personnel
- Loss of operational experience and advanced clinical skills
- Added strain on existing staff to maintain minimum emergency staffing levels

The department is currently beginning its third hiring process to fill two Firefighter/ Paramedic positions, underscoring the difficulty of maintaining staffing levels in the current labor market.



COMPETITIVE HIRING ENVIRONMENT

A shrinking applicant pool and intense regional competition for qualified Firefighter/Paramedics continue to challenge recruitment and retention efforts.

AGING FLEET

Several vehicles and pieces of equipment have reached advanced service life. While replacement orders have been placed, extended delivery timelines require continued reliance on aging apparatus.



OPPORTUNITIES

COMPENSATION AND RETENTION STRATEGIES

The department will continue working with Town administration to evaluate options to improve wages, benefits, and retention, recognizing the direct connection between compensation competitiveness and staffing stability.

FLEET RELIABILITY AND MAINTENANCE

An aggressive preventive maintenance program remains a priority to ensure fleet reliability and operational readiness while awaiting new apparatus delivery.

DATA-DRIVEN DECISION MAKING

Westlake Fire-EMS will continue expanding the use of operational and staffing data to support informed decision-making, resource allocation, and long-term planning.



ACCOMPLISHMENTS

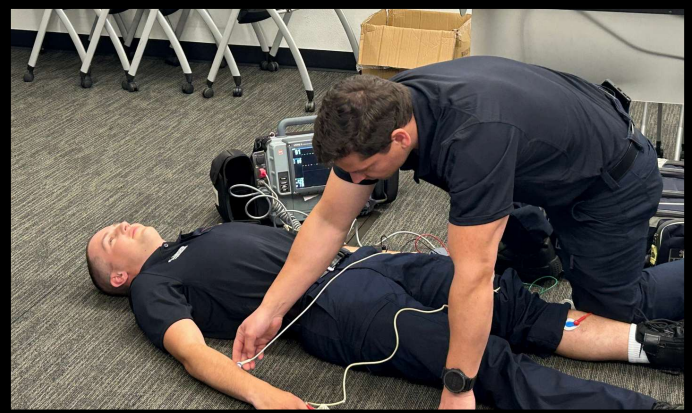
Successfully moved to the regional industry standard of 5-person minimum each shift (3 positions on the engine and 2 positions on the ambulance).

A part-time fire inspector was added to support inspection and plan review for more than 2.37 million square feet of new construction, representing over \$634 million in development value within the Town of Westlake.

We have ordered a new engine and ambulance to modernize the fleet. The engine will replace a 24-year-old apparatus, and the ambulance will replace a 14-year-old unit, improving reliability and operational readiness.

Enhanced community engagement by establishing the Run to Remember 9/11 event in collaboration with Westlake Academy, uniting the community in remembrance and generating charitable contributions for the Tunnel to Towers Foundation.

Established Field Training Officers (FTOs) to provide consistent, hands-on training and oversight for the continued advancement of our EMS operations.



LOOKING AHEAD

As Westlake continues to grow and evolve, Westlake Fire-EMS remains committed to anticipating future challenges while building upon a strong foundation of service, professionalism, and readiness. In the year ahead, the department will focus on sustaining operational excellence while adapting to the increasing demands placed on emergency services by community growth and development.

Westlake Fire-EMS will continue to strengthen emergency response capabilities through enhanced staffing models, modernized apparatus, and targeted investments in training and equipment. Emphasis will remain on maintaining a highly trained workforce grounded in fundamental fire suppression, emergency medical care, and all-hazards response, ensuring personnel are prepared to respond safely and effectively to every call for service.

The department will also advance data-driven decision-making to guide operational planning, resource deployment, and performance evaluation. By leveraging accurate data and meaningful metrics, Westlake Fire-EMS will ensure responsible stewardship of public resources while maintaining the highest level of service delivery.

Looking forward, Westlake Fire-EMS will remain focused on firefighter and EMS wellness, professional development, and community risk reduction. Through proactive planning, continuous improvement, and strong partnerships with Town leadership and regional agencies, the department is well positioned to meet future needs and continue providing exceptional emergency services in support of the Town of Westlake.





Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **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 January 14, 2026 Workshop meeting and the January 20, 2026 Regular Meeting. (Town Secretary Dianna Buchanan)

ATTACHMENTS:

1. 01.14.2026 DRAFT TCBOT Workshop Meeting Minutes Draft
2. 01.20.2026 DRAFT TC BOT MINUTES

SUMMARY :

The Town Council/Board of Trustees Meeting Minutes are attached for the January 14, 2026 Workshop Meeting and the January 20, 2026 Regular 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 Deny

Motion to Approve with Changes/Conditions

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



**TOWN COUNCIL AND
WESTLAKE ACADEMY BOARD OF TRUSTEES WORKSHOP MEETING**

**TO INCLUDE JOINT WORKSHOP
WITH WESTLAKE ACADEMY FOUNDATION BOARD OF DIRECTORS**

Wednesday, January 14, 2026, 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. **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 to improve 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 video-conference 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, the Town Council/Board of Trustees may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney and/or School Attorney on any agenda item listed herein.

A. CALL TOWN COUNCIL/BOARD OF TRUSTEES WORKSHOP MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Greaves called the meeting to order at 4:01 p.m. and announced a quorum present.

COUNCIL PRESENT:

Mayor Kim Greaves
Council Member Michael Yackira
Council Member T. J. Duane

Mayor Pro Tem Tammy Reeves
Council Member Todd Gautier

COUNCIL ABSENT:

Council Member Kevin Smith

STAFF PRESENT:

Town Manager Wade Carroll
Deputy Town Manager Jason Alexander
Finance Director Cayce Lay Lamas
Town Attorney Alex Crowley
IT Director Jason Power

Head of School Dr. Kelly Ritchie
Dir. of Innovation Michelle Briggs
Academic Fin. Mgr. Marlene Rutledge
School Attorney Janet Bubert

B. JOINT TOWN COUNCIL/BOARD OF TRUSTEES AND WESTLAKE ACADEMY FOUNDATION BOARD OF DIRECTORS WORKSHOP ITEM

Mayor Greaves announced the first item as the Joint Workshop Item with the Westlake Academy Foundation Board of Directors.

WESTLAKE ACADEMY FOUNDATION BOARD OF DIRECTORS IN ATTENDANCE:

Marsha Ailey
Meghan Dorr
Patty Pinsonnault
Sean Shope

Mike Colby *Remote
Heather Kilgore
Dr. Ahu Primeaux
Bri Deslongchamps

WESTLAKE ACADEMY FOUNDATION STAFF IN ATTENDANCE:

Executive Director Dr. Shelly Myers

Dev. Assoc. Julie Kelly

B.1. Discussion of Vision and Goals for Westlake Academy Fundraising

Discussion held with the focus of this joint workshop being to review fundraising goals and activities. WAF Executive Director Dr. Shelly Myers provided an update on the Blacksmith Annual Fund, which fills the gap in the annual WA operating budget. North Texas Giving Day continues to be a major campaign initiative, with a record-setting \$1.54 million in unrestricted funds donated during the one-day event. Historically, the majority of donor families contribute during the Giving Day period, followed by a significant post-event drop in giving. The Gala serves as WAF's primary community event for raising discretionary funds to support WA's teacher recruitment, retention and development efforts. Gala success has allowed the Foundation to meet increasing WA requests, funding teacher grants, teacher/staff of year awards, and gifts cards to use for classroom/workstation needs. The current WAF Board consists of 10 directors (7 minimum and 15 maximum), serving staggered 3-year terms, with no term limits noted. The Blacksmith Annual Fund provides unrestricted funds for school operations, while the Gala and other events offer the opportunity for donors to designate funds for specific projects or initiatives. Participation disparities noted: four large gifts skewing averages; 77% of Westlake families have donated to date (with 23% not yet participating), and 61% of secondary boundary families have contributed to date. Less than 10% of families meet or exceed the "gap" request of \$3,700 per student. Numerous families leverage employer matches, which helps with campaign totals. Several families indicate that personal circumstances impact their giving level. Regular follow-ups and reminders are sent to non-donors, but response rates can be low, especially during holiday periods. Discussion was held about possible misperceptions among Westlake residents regarding school funding sources (e.g., property taxes), economic barriers, and how to motivate broader giving. WAF has invited feedback from families to better understand what impacts their decisions regarding donating to support the school. Each year, the WAF meets all funding requests from the school. Remarks from the BOT thanked the WAF board and volunteers for its ongoing work and committed support of the school. Discussed opportunities to engage the community in larger endeavors (e.g., endowment building, capital campaigns), noting the importance of strategic planning between the school and affiliate fundraising boards to accomplishing these goals. The WAF currently manages three endowment funds – General Unrestricted, Bradley Travel Awards, and Gingy Quinn Fund for Teachers. The benefits of aligning the WAF's efforts with the school's strategic plan and communicating specific funding priorities for larger campaigns was noted.

C. PRESENTATIONS AND DISCUSSIONS

- C.1. Receive presentations from Charter Management Organizations regarding alternative services available for Technology and Finance functions at Westlake Academy and hold discussions regarding same.

Dr. Kelly Ritchie, Head of School, addressed the Board of Trustees regarding school operations: charter-specific challenges and solutions. Westlake Academy (WA) has grown to 906 students and 100 staff and currently operates on a shared-services model with shared municipal information technology and finance services, which are not charter-specific. The Head of School's desire is to move toward structures more aligned with charter school best practices, including clearer accountability, transparency, and autonomy. The pressures of compliance reporting and recent legislative changes have increased demands for specialization and better technological and financial systems for WA that do not include the current shared-services model. With that in mind, proposals from charter management firms will be presented for the Board of Trustees. The first proposal was from Charter Impact about outsourcing finance functions. Charter Impact representatives presented case studies of transitioning between similar schools, emphasizing improved financial autonomy, controls, and tailored reporting, and propose a team of 10-14 dedicated staff for Westlake Academy. They addressed questions about liability, controls, audit preparedness, integration with town systems, and onboarding challenges. The second proposal was from Technology Lab about outsourcing information technology functions. Technology Lab representatives presented findings from the IT assessment, recommending migration to Cisco Meraki for networking, cloud migration for services, and increased security (multi-factor authentication, admin rights review). They emphasized proactive support, school-focused help desk, quarterly strategy reviews, and leveraging Federal E-Rate funding, which is not currently used by WA for technology investments. The discussion focused on WA separation from the town's IT system, improving wireless coverage, and the need for a dedicated network infrastructure for the academy. Both of the firms have charter and independent school district experience. Both firms provided presentations which are attached as part of the minutes and include dedicated pods/teams for the academy, cloud-based solutions, onboarding and audit process, and alignment to school-specific needs. WA staff projects that the projected annual net increase will be less than \$40,000 for shifting to both services, with a possible cost savings in IT utilizing new grant opportunities that would offset the additional expense. The transition would separate academy and town systems more distinctly, clarifying finances for both entities and freeing up leadership to focus on core priorities. Other questions posed by the Board of Trustees, including information on current leases and contractual obligations for hardware, software and other equipment used by WA will be researched and answered by Town staff. WA staff will prepare items to bring forward contract proposals from both Charter Impact and Technology Lab for consideration of approval by the Board of Trustees at the February meeting.

- C.2. Receive and discuss perspectives and input regarding Westlake Academy's Vision and Strategic Goals for the next 5 to 10 years as part of the Strategic Planning Process

This item was not discussed.

D. 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:

- D.1. Section 551.076: Deliberation regarding Security Devices or Security Audits: Technology Security Assessment Results.

Executive Session was not held.

E. ADJOURNMENT

Mayor Greaves adjourned the meeting at 8:55 p.m.

Approved by the Town Council/Board of Trustees at the Meeting held on February 7, 2026.

Kim Greaves, Mayor and Board President

ATTEST:

Dianna Buchanan, Town/Board Secretary



**Town Council/Board of Trustees
Town of Westlake**

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



Tuesday, January 20, 2026, 4:00 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. **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 to improve 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 video-conference 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, the Town Council/Board of Trustees may enter into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney and/or 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 4:01 p.m. and announced a quorum present.

COUNCIL PRESENT:

Mayor Kim Greaves

Council Member Michael Yackira

Council Member T. J. Duane

Mayor Pro Tem Tammy Reeves

Council Member Kevin Smith

Council Member Todd Gautier

STAFF PRESENT:

Town Manager Wade Carroll

Town Attorney Alex Crowley

Finance Director Cayce Lay Lamas

Human Resources Director Sandy Garza

IT Network Admin. Duston McCready

Deputy Town Manager Jason Alexander

Town Secretary Dianna Buchanan

Fire Chief John Ard

Communications Director Jon Sasser

Keller Police Chief Bradley Fortune

B. INVOCATION AND PLEDGES OF ALLEGIANCE

The invocation was provided by Reverend Alan Bentrup of St. Martin-in-the-Fields Episcopal Church, Southlake. Mayor Greaves led the pledges to the United States and Texas Flags.

C. CITIZEN/PUBLIC COMMENTS

This is an opportunity for citizens/public to address the Town Council on any matter, whether or not it is posted on the agenda. Anyone 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 speaker 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.

Ms. Patty Smith, Westlake resident, spoke in support of the proposed rezoning of the property she owns on Aspen Lane which will be considered for approval by Town Council later in the meeting. Mr. Sloan Harris, Westlake resident, expressed a desire to speak regarding the Aspen Lane rezoning item at the time the case is considered later in the meeting. There was no one else to speak 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 (Jon Sasser, Communications Director)

Communications Director Sasser provided an overview of upcoming meetings and events, including the Metroport Chamber of Commerce's State of the Communities to be held on February 11th and the closing of Town Hall and the Municipal Court on February 16th in observance of the President's Day holiday.

E. PRESENTATION

E.1. Development Update (Jason Oliver, Project Manager)

Deputy Town Manager Jason Alexander provided the quarterly development update. Several projects mentioned included Entrada mixed-use buildings, commercial spaces and LaCima townhomes. The B1 Bank building is under construction and expected to be completed by year-end. The Hilton Garden Inn's completion timeline is 18 months. The Ventanas development will have 51 custom dwellings, and the public infrastructure is nearly complete. Several other projects were discussed. At this time, Westlake has 1,205 total residential lots entitled with homes completed on 695 of the lots and 420 vacant lots. Town Council expressed interest in future site tours to the newly expanded Deloitte campus and 49 Arta Dr. (Mr. Bernal's Project).

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.

Mayor Greaves asked if there were any items to be removed from the Consent Agenda. There were none.

- F.1. Discuss, consider and act to approve the Town Council/Board of Trustees Meeting Minutes for the December 16, 2025 Regular Meeting. (Town Secretary Dianna Buchanan)
- F.2. Discuss, consider and act to adopt Ordinance 1043 amending the provisions of Chapter 6 of the Town of Westlake, Texas Code of Ordinances entitled "Alcoholic Beverages" by clarifying the applicability of zoning, repealing provisions levying a permit fee or license fee to ensure compliance with state law, and clarifying reporting requirements. (Jason Alexander, AICP, CEcD, Deputy Town Manager)

Motion by Council Member Yackira and Motion Second by Council Member Smith to approve the Consent Agenda. Mayor Greaves called for the vote.

Motion approved unanimously.

G. PUBLIC HEARING AND CORRESPONDING ACTION ITEM

- G.1. Hold a Public Hearing and discuss, consider and act to adopt Ordinance 1038 approving a request from Marquis Group to rezone approximately 25 acres of land located at 4110 and 4120 Aspen Lane and currently zoned as R-5, country residential district to the TC, town center form-based development district (town center edge zone). ZC No. 2025-01 (Jason Alexander, AICP, CEcD, Deputy Town Manager)

PUBLIC HEARING HELD - OPENED AND CLOSED - 11.18.2025

TABLED 11.18.2025

REMOVED FROM TABLE 12.16.2025 FOR CONSIDERATION 1.20.2026

Mayor Greaves announced the item and detailed that the public hearing had been opened and closed at a prior meeting. An opportunity to receive additional comments on this matter will be provided after the staff presentation.

Deputy Town Manager Jason Alexander addressed Town Council to explain that the Town Center Edge Zone is a newer category of zoning. As proposed and if approved, this zoning will require a development agreement, a regulating plan, and include future council/public input opportunities prior to development approval to include design, number of units and infrastructure. Mayor Greaves confirmed with staff that the zoning change is the only consideration for Town Council this evening.

Mayor Greaves allowed public comments at this time.

Mr. Sloan Harris, Westlake resident, spoke in opposition to the proposed rezoning on behalf of his family and multiple other Aspen Lane residents.

Mr. Wayne Stoltenberg, Westlake resident, spoke in support of the proposed rezoning. There was no one else to speak.

Mayor Greaves called for a motion. Motion by Council Member Smith to approve the ordinance to rezone approximately 25 acres of land located at 4110 and 4120 Aspen Lane to TC, town center form-based development district (town center edge zone) as presented. Motion Second by Council Member Yackira. Mayor Greaves called for the vote. Council members Smith and Yackira voted aye. Council members Duane and Gautier vote nay. Mayor Pro Tem Reeves wanted further discussion noting she believes the Town Council should receive an update from the developer because when the rezoning was originally considered, the council asked the developer for some updates and changes. Town Secretary Buchanan reminded that a vote of "abstain" by a member is counted as a negative vote according to the Town's ordinances. Town Attorney Crowley advised that the motion and second would need to be withdrawn to hold further

discussion. Council Member Smith withdrew his Motion. Council Member Yackira withdrew his Motion Second.

Mayor Greaves then recognized the applicant and developer, Mr. Wally Maya, to address Town Council in support of the proposed zoning request and to answer questions.

Mayor Pro Tem Reeves said the only way she is in favor of the rezoning, because she doesn't believe anyone on the council will approve 21 homes for the development, is to be sure that Mr. Maya understands that there will be concessions to be made and flexibility required on his part at later stages in order to get buy-in. Town Manager Carroll reminded that if the zoning is approved, the next step is the regulating plan and the development agreement, and if an agreement cannot be reached with the developer, the zoning stays in place but no development is allowed to go forward.

After the developer's presentation and discussion, Mayor Greaves recognized Mr. Harris, and he reiterated his opposition of the zoning change. Staff followed up to answer some questions and provide insight into processes to be followed during planning and development.

Motion by Council Member Yackira and Motion Second by Council Member Smith to adopt Ordinance 1038 approving rezoning approximately 25 acres of land located at 4110 and 4120 Aspen Lane to TC, town center form-based development district (town center edge zone). Mayor Greaves called for the vote. Council Member Yackira, Council Member Smith and Mayor Pro Tem Reeves voted aye. Council Member Duane and Council Member Gautier voted nay. **Motion approved with a vote of 3 ayes and 2 nays.**

H. REGULAR AGENDA ITEMS

H.1. Discuss, consider and act to adopt Ordinance No. 1042, Calling and Ordering the General Election to be held on May 2, 2026, to elect persons to the Office of Mayor, Council Member Place 2 and Council Member Place 4 for the two-year term of May 2026 through May 2028; prescribing time, designating the locations and manner of conducting the election to be in accordance with the Joint Election Agreements for Election Services with Tarrant and Denton Counties; and authorizing the Town Manager to execute necessary agreements (Dianna Buchanan, Town Secretary)

Mayor Greaves announced the item. Motion by Council Member Duane and Motion Second by Council Member Yackira to adopt and approve Ordinance 1042 calling and ordering the General Election to be held May 2, 2026 to elect persons to the Office of Mayor and Council Member Places 2 and 4 as presented. Mayor Greaves called for the vote. **Motion approved unanimously.**

Mayor Greaves announced Items I.1. and I.2. for discussion in Executive Session and recessed the Regular Meeting to Executive Session at 5:03 p.m.

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:

- I.1. Section 551.072: Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property:
 - a. 48 and 52 Girona and 34 Cortez, Westlake Entrada

- I.2. Section 551.087: Deliberation Regarding Economic Development Negotiations - to deliberate the offer of a financial or other incentive to business prospects:
 - a. 2025-05
 - b. 2025-08
 - c. 2025-09

Mayor Greaves reconvened the Regular Meeting from Executive Session at 5:48 p.m.

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

There was no action as a result of Executive Session.

K. FUTURE AGENDA ITEMS

There were no Future Agenda Items mentioned.

L. STAFF RECAP OF COUNCIL DIRECTION

Town Manager Carroll noted that council direction includes communicating to the public upcoming elections: the Texas State Senate District 9 special runoff election on January 31st and the Texas House of Representatives District 98 election, part of the Primary Election on March 3rd. Town staff will also work to schedule future council tours of 49 Arta Dr. (Mr. Bernal's Project) and the expanded Deloitte campus facilities.

M. ADJOURNMENT

Mayor Greaves adjourned the meeting at 5:49 p.m.

Approved at the Regular Town Council/Board of Trustees Meeting held February 17, 2026.

Kim Greaves, Mayor and Board President

ATTEST:

Dianna Buchanan, CMC, Town/Board Secretary



**Town Council/Board of Trustees
AGENDA ITEM REPORT**



DATE: February 17, 2026 **AGENDA ITEM NO:** F.2.
FROM: John Ard, Fire Chief, Fire Dept.
SUBJECT: Discuss, consider, and act to approve Resolution 26-01 adopting the 2025 Jurisdictional Annex to the Tarrant County Hazard Mitigation Action Plan. (Fire Chief John Ard)

ATTACHMENTS:

1. Resolution 26.01 Adopting the 2025 Tarrant Co HMAP
2. Westlake_Tarrant_Annex_2025-12-17-FEMA READY
3. Tarrant County Adoption Example

SUMMARY :

This annual plan adoption completes the mitigation planning process. It also shows our community’s commitment to the goals and actions in our plan.

BACKGROUND AND DISCUSSION:

Adoption fulfills Element F: Plan Adoption of the Local Mitigation Planning Policy Guide. FEMA only approves plans that meet all planning requirements. This includes plan adoption. Adoption marks the beginning of implementing your plan. Since each plan participant must sign off on the plan, this process reintroduces the ideas in the plan to decision makers, partners, and the public. It also authorizes the agencies listed in the plan to carry out the risk-reduction actions they agreed to take. Approval makes your community eligible for certain FEMA assistance that can fund your mitigation actions. Applicants and subapplicants must have an approved mitigation plan at the time of grant application and obligation.

FISCAL IMPACT:

None

LEGAL REVIEW:

None

RECOMMENDATION:

Recommend adopting the 2025 Jurisdictional Annex Tarrant County Hazard Mitigation Plan

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. 26-01

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS,
ADOPTING THE 2025 TARRANT COUNTY HAZARD MITIGATION ACTION PLAN.**

WHEREAS, the Town of Westlake recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions before disasters occur reduces the potential for harm to people and property and saves taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the Town of Westlake has fully participated in the update process of the 2025 Tarrant County Hazard Mitigation Action Plan in coordination with Tarrant County and other participating jurisdictions; and

WHEREAS, the 2025 Tarrant County Hazard Mitigation Action Plan identifies natural hazards and mitigation strategies specific to the Town of Westlake and being adopted by the Tarrant County Commissioners' Court for submission to the Texas Division of Emergency Management and FEMA; 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 adopt the 2025 Tarrant County Hazard Mitigation Plan as the official hazard mitigation plan for the Town of Westlake, attached as *Exhibit "A"*.

SECTION 3: The Emergency Manager and all appropriate departments are encouraged to pursue implementation of the recommended mitigation actions, as feasible and appropriate.

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 17th DAY OF FEBRUARY 2026.

TOWN COUNCIL VOTE AS RECORDED:

Aye Nay

Mayor Pro Tem Tammy Reeves		

Council Member T. J. Duane		

Council Member Michael Yackira		

Council Member Kevin Smith		

Council Member Todd Gautier		

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Alex Crowley, Town Attorney

Town of Westlake

*Jurisdictional Annex to the
Tarrant County Hazard Mitigation Plan*

2025



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Chapter 1: Introduction

Planning Process Point of Contact

The point of contact during the Tarrant County Hazard Mitigation Action Plan (HazMAP) planning process for the Town of Westlake was the Emergency Management Coordinator.

Annex Organization

This annex has five chapters that satisfy the mitigation requirements in 44 CFR Part 201:

- Chapter 1: Introduction
- Chapter 2: Planning Process
- Chapter 3: Hazard Identification and Risk Assessment
- Chapter 4: Capabilities Assessment
- Chapter 5: Mitigation Strategy

The information in this annex is for the Town of Westlake alone. All pertinent information that is not identified in this annex is identified in the other sections of this HazMAP or in the respective annexes.

Hazard Mitigation Action Plan (HazMAP) Adoption

Once the Tarrant County HazMAP has received the designation “Approved Pending Local Adoption” from the Federal Emergency Management Agency (FEMA), the Town of Westlake will take the HazMAP to the Town Council for final public comment and local adoption. A copy of the resolution will be inserted into the HazMAP and held on file at Tarrant County.

Supporting Maps

Figure 1 through Figure 5 are maps of the City of Westlake that show the City's:

- Development Activities
- Land Use Plan
- Parks and Open Space Plan
- Residential Subdivisions
- Planned Developments

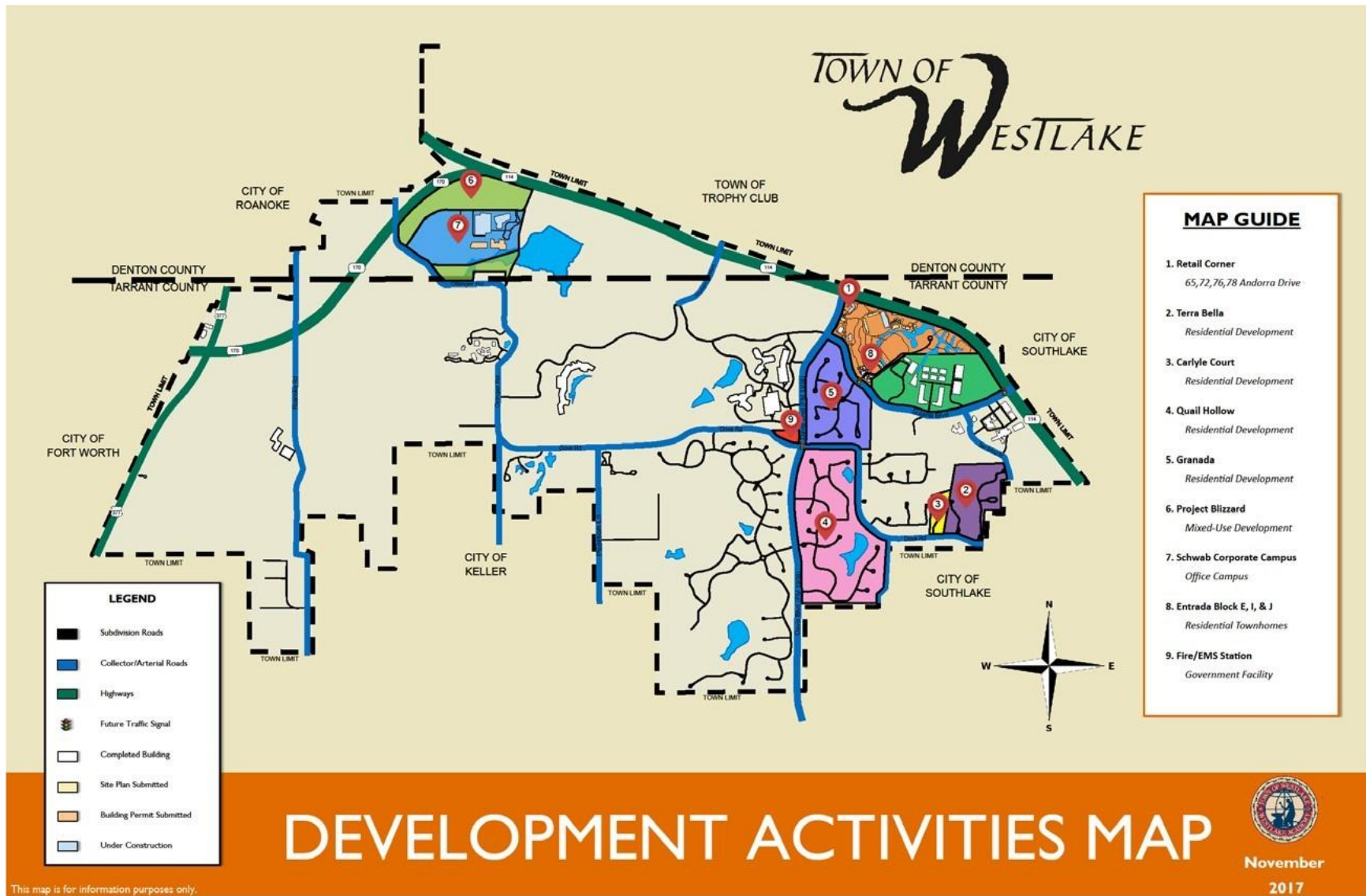
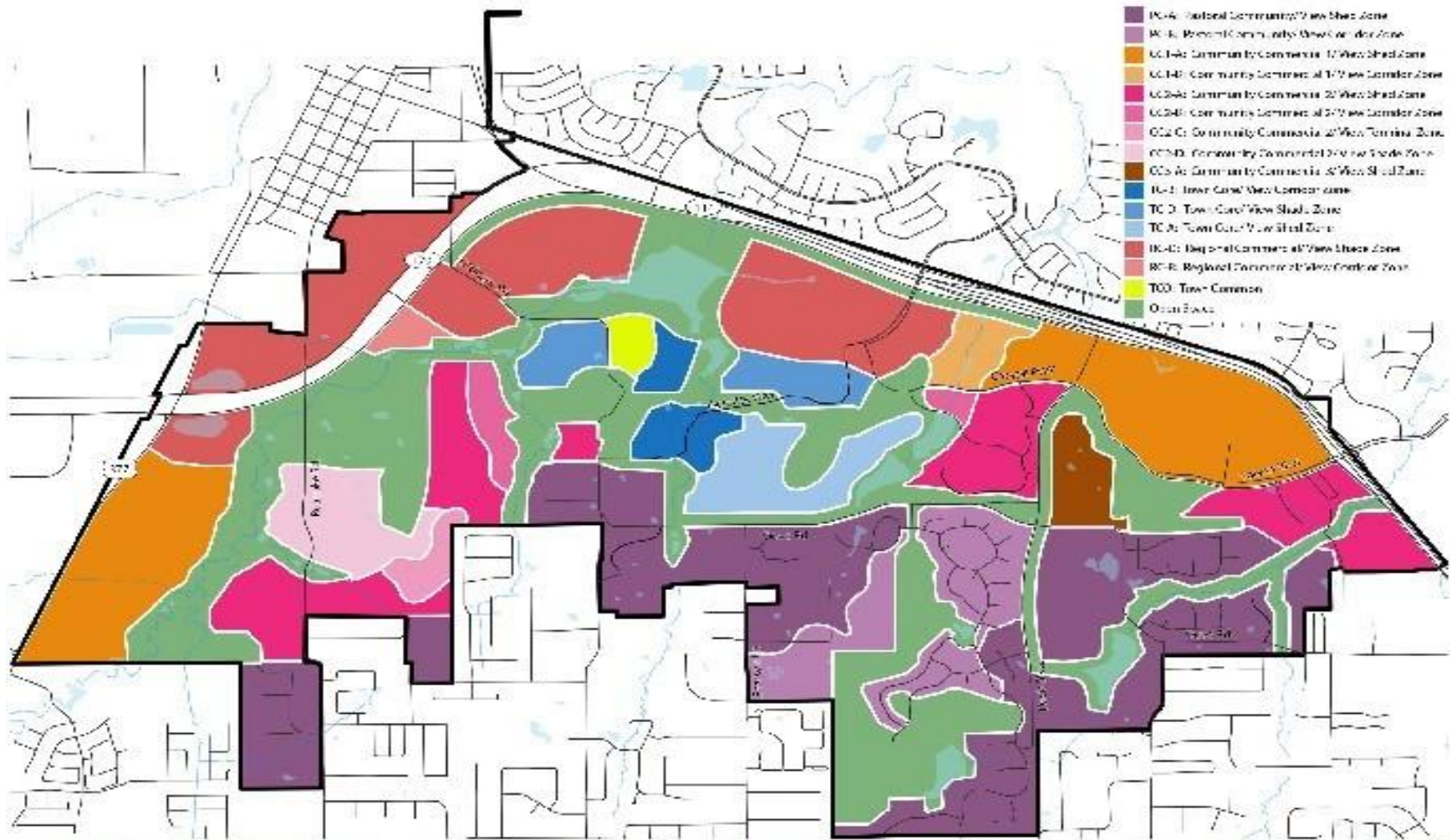


Figure 1: Development Activities Map of the Town of Westlake

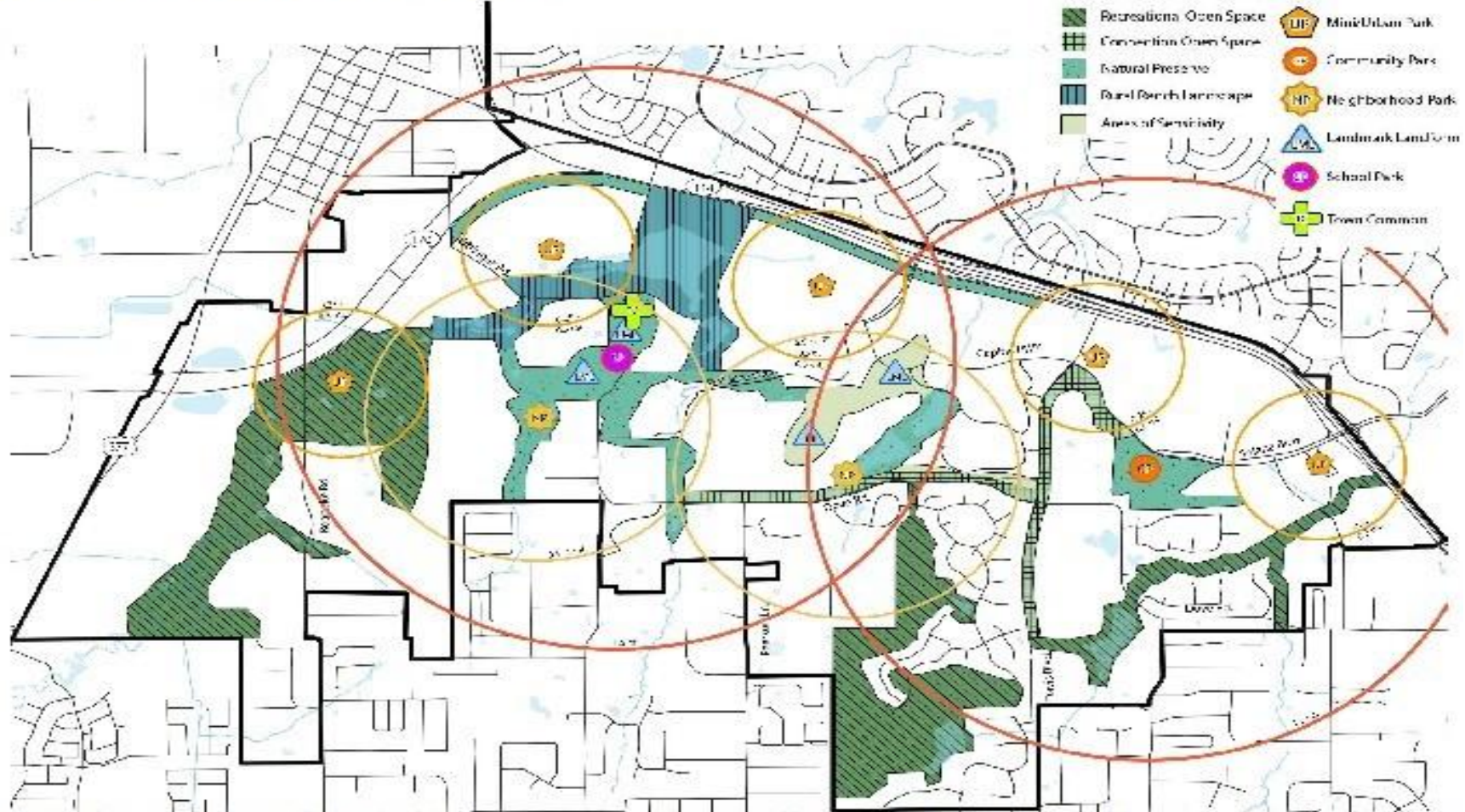
THE LAND USE PLAN



DISCLAIMER: The land use districts shown on this map in no way modify the permitted uses and/ or conditions of use (FAR, building height, etc.) specified in any zoning or Planned Development Ordinance approved by the Town of Westlake. These land use districts are intended to guide the Council in their evaluation of site plans submitted for their approval and/ or property owner requests to transfer commercial square footage from one land use district to another when the legal mechanism for such transfer has been adopted by the Town of Westlake. See Policy Section A in the Implementation Document for rates of transfer, trigger points, and other implementation language.

Figure 2: Land Use Plan of the Town of Westlake

THE PARKS & OPEN SPACE PLAN



DISCLAIMER: The open space configuration and land area thereof, shown on the Parks and Open Space Plan in no way modifies the open space illustrated by any approved PD Plan or represented by the language/standards of any PD Ordinance. In addition, the open space shown may be either public or private and an open space may not be available to public use or access. This open space configuration and land area is meant to be a guide to the Council in their review of development site plans submitted for their approval, requests by any property owner to amend/ revise any PD plan or PD Ordinance language, request a change of zoning, and/or requests to transfer commercial square footage from one land use district to another are submitted for Council approval (when the legal mechanism for such transfer has been adopted by the Town of Westlake). See Section C of the Implementation Plan for trigger points and other policy related information.

The recreation and park facilities shown on the Parks and Open Space Plan in no way modifies the language of any approved PD Plan or Ordinance. The location of a public recreation or park facility is to be determined through a cooperative Town/ property owner process which takes place as site plans, requests for amendment of any existing Planned Development Ordinance, a request for rezoning, and/or requests to transfer commercial square footage from one land use district to another are submitted for Council approval (when the legal mechanism for such transfer has been adopted by the Town of Westlake). See Section C of the Implementation Plan for trigger points and other policy related information.

Figure 3: Parks and Open Space Plan of the Town of Westlake

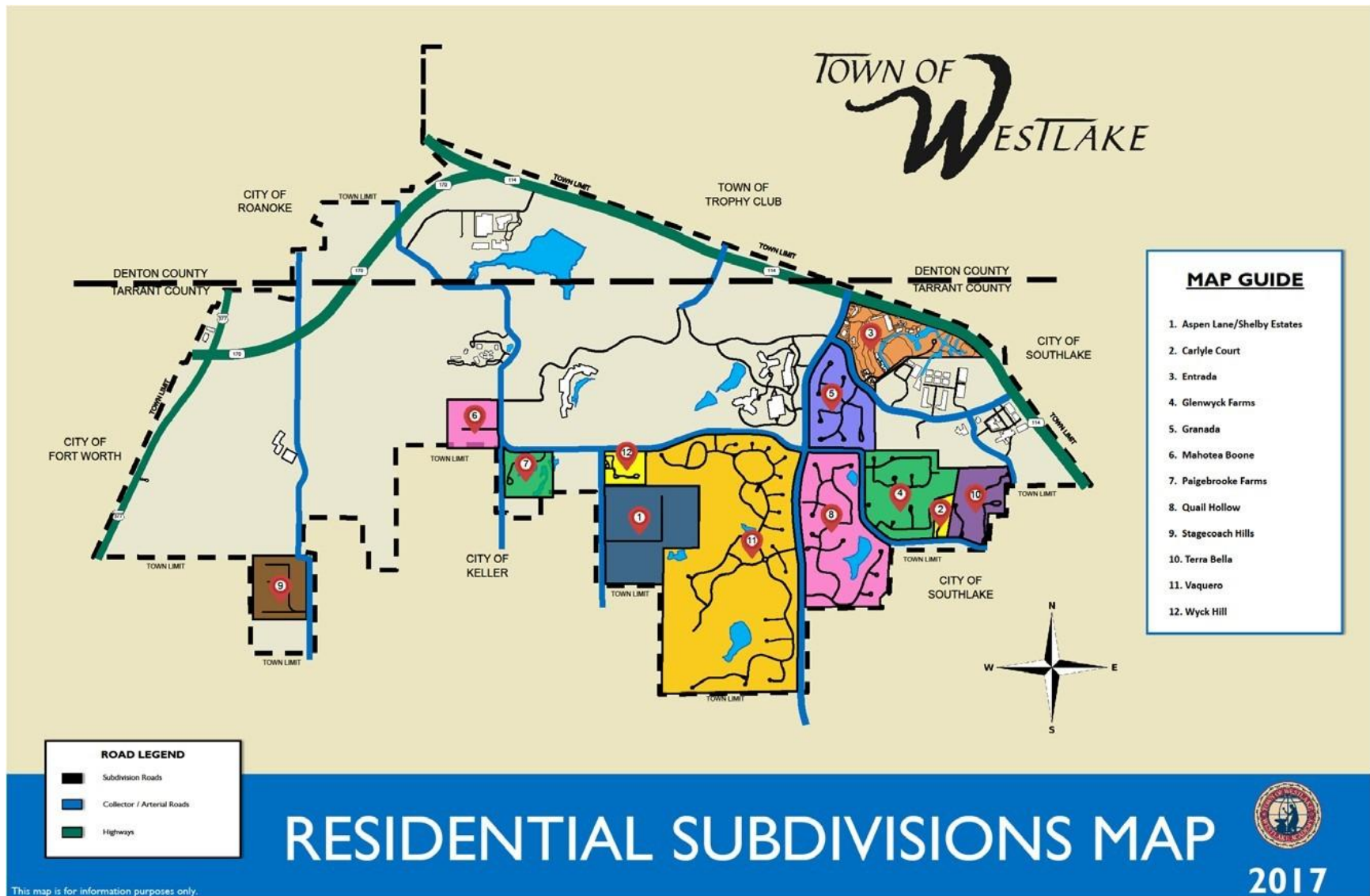


Figure 4: Residential Subdivisions Map of the Town of Westlake

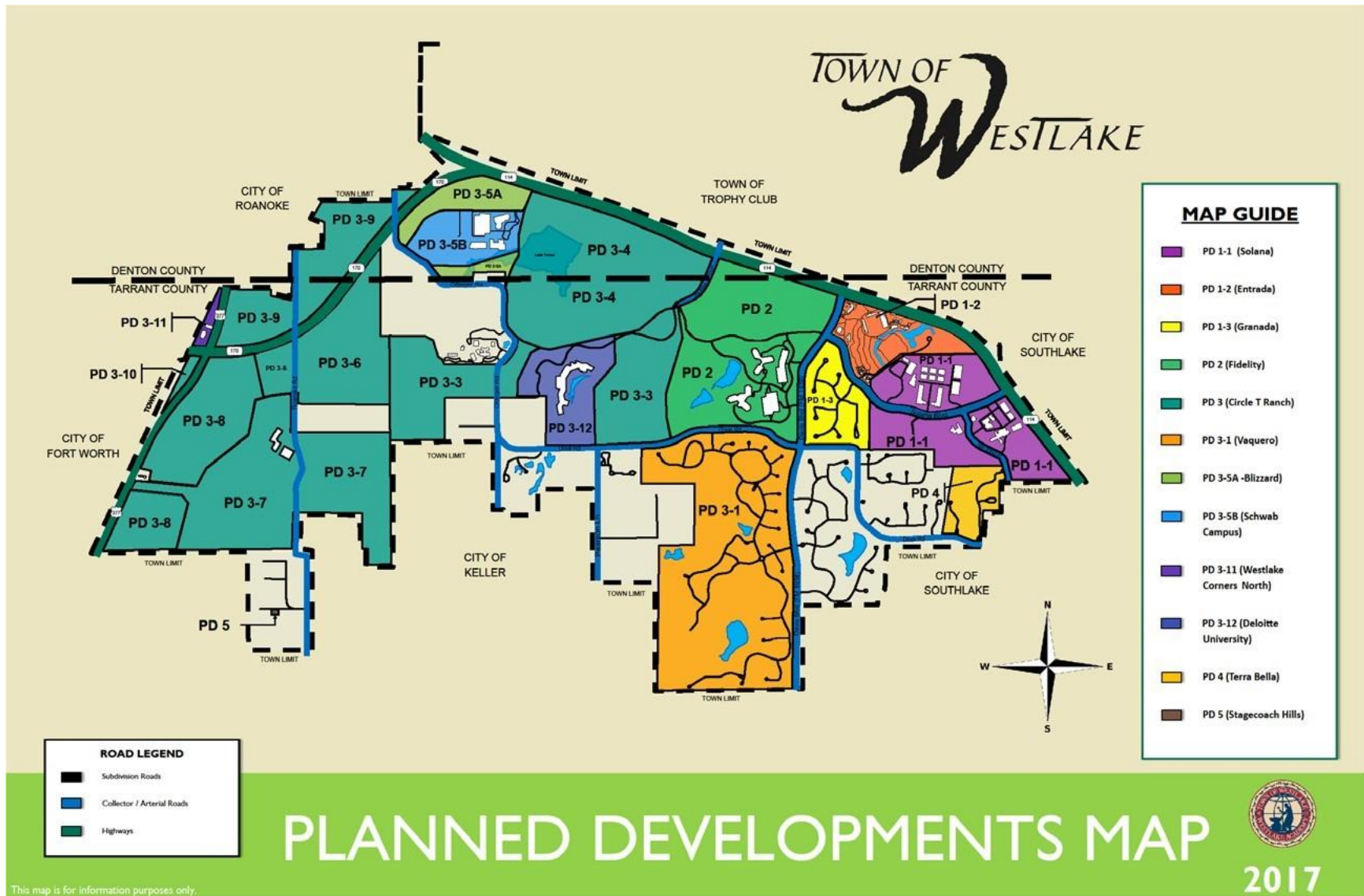


Figure 5: Planned Developments Map of the Town of Westlake

Chapter 2: Planning Process

(In compliance with 201.6(c)(1))

Development and Adoption Process

To apply for federal aid for technical assistance and post-disaster funding, local jurisdictions must comply with Part 201.3 of the Disaster Mitigation Act of 2000 (DMA 2000), implemented in the Code of Federal Regulations 44 CFR Part 201.6. While the Town of Westlake has historically implemented measures to reduce vulnerability to some hazards, the passage of DMA 2000 helped Town officials recognize the benefits of a long-term approach to hazard mitigation. This approach is achieved by gradually decreasing hazard-associated impacts by implementing a hazard mitigation action plan (HazMAP). The city's involvement in the Tarrant County HazMAP represents the collective efforts of the Hazard Mitigation Planning Team (HMPT), participating Local Planning Teams (LPTs), the public, and stakeholders.

The Town of Westlake developed this annex in accordance with Part 201.6(c)(5) of DMA 2000. The HazMAP and this annex identify hazards and mechanisms to minimize damage associated with these hazards.

Organizing the Planning Effort

A comprehensive approach was taken in developing the HazMAP. An open involvement process was established for the public and all stakeholders, which provided an opportunity for everyone to be involved in the planning process and to make their views known. The public meeting was advertised with notices in the local newsletter and on social media.

Two teams worked simultaneously on this Tarrant County HazMAP:

1. **Hazard Mitigation Planning Team (HMPT):** This team consisted of points of contact from each participating jurisdiction. The HMPT met to discuss county-wide topics, including hazards and mitigation strategies. The points of contact were the leads of their LPT.
2. **Local Planning Team (LPT):** Each jurisdiction had an LPT that consisted of the Emergency Management Coordinator for that jurisdiction and designated representatives from that jurisdiction. This team met to assess capabilities, hazards, and mitigation strategies in the jurisdiction.

Local Planning Team

This annex to the Tarrant County HazMAP was developed by the Town of Westlake's LPT. The efforts of the LPT were led by the city's Emergency Management Coordinator. The LPT was assembled in 2017 with representatives from the Town of Westlake.

Table 1: Town of Westlake Local Planning Team Members for the 2025 HazMAP

Jurisdiction	Agency/Organization	Position	Role in the Local Planning Team
Town of Westlake	Fire/Emergency Medical Services (EMS) Department	Fire Chief/ Emergency Management Coordinator	General oversight, hazard identification, and plan development
Town of Westlake	Fire/EMS Department	Deputy Fire Chief	Hazard identification and plan development
Town of Westlake	Public Works Department	Public Works Director	Hazard identification and plan development
Town of Westlake	Economic Development	Assistant to Town Manager	Hazard identification and plan development

Chapter 3: Hazard Identification and Risk Assessment

(In compliance with 201.6(c)(2)(i), 201.6(c)(2)(ii), 201.6(c)(2)(ii)(A), 201.6(c)(2)(ii)(B), 201.6(c)(2)(ii)(C), 201.6(c)(2)(iii), and 201.6(c)(3)(ii))

The following information helped the Town of Westlake determine and prioritize mitigation action items to reduce losses from identified hazards.

Changes in Development since 2020

(In compliance with 201.6(d)(3))

Increasing Vulnerability
New development in hazard-prone areas: <ul style="list-style-type: none"> There has been no development in hazard-prone areas since 2020.
Decreasing Vulnerability
Mitigation actions implemented to reduce risk or adopted codes to protect future development: <ul style="list-style-type: none"> There has been no changes in the mitigation actions completed since 2020. All 2021 ICC codes have been adopted in the last 5 years.

Community Profile

The following sections present the community profile, vulnerable facilities in the jurisdiction, and the critical facilities and infrastructure that are exposed to the identified hazards and can be impacted. This information was gathered from the United States Census and the Town of Westlake.

Table 2: Town of Westlake Community Profile¹

Metric	Information
Population	1,623
Persons 65 years and over	9.7%
Median Household Income	\$250,000+
Persons in Poverty	9.9%
Disabled Population	4.3%
Persons without health insurance coverage	4.6%

¹ Quick Facts from the U.S. Census Bureau

Critical Infrastructure

Critical infrastructure is the assets that a community considers vital to public health and safety. Due to the sensitivity of these assets in the Town of Westlake, certain assets are restricted from public viewing. The Town of Westlake currently has 6 assets identified. Some of the critical and vulnerable facilities listed in Table 3: Critical Assets in the Town of Westlake are in the hazard area for all or some of the hazards identified in the Town of Westlake.

Table 3: Critical Assets in the Town of Westlake

Facility/Asset Name or Description and Address	Type of Assets	Capacity	Square Feet	Structure Value	Content Value
Solana Business Complex	Government/ Commercial	1,100 people	2,128,001	\$259,959,403	\$129,979,500
Westlake Water Pump/Storage Station	Utility	2 people	N/A	\$4,000,000	\$4,800,000
Fidelity Investments	Commercial	4,500 people	3,054,288	\$141,135,543	\$70,567,500
Deloitte University	Commercial	3,000 people	765,000	\$139,130,626	\$68,000,000
Westlake Fire Station	Fire Rescue	20 people	4,500	\$300,000	\$4,500,000
Westlake Academy	Primary/ Secondary Charter School	660 people	55,704	\$8,132,000	\$3,750,000

Profiles of Natural Hazards

The Town of Westlake's LPT ranked potential hazards in order of risk, with Thunderstorm being the highest (see Table 4). Risk, for the purposes of hazard mitigation planning, is the potential for damage or loss created by the interaction of natural hazards with community assets. If a natural hazard could not impact the Town of Westlake, not applicable (N/A) is used as its rank and its reasoning is noted in the hazard profile section of this chapter.

Table 4: Ranking of Hazards for the Town of Westlake

Rank of Risk	Score	Geographic Area Affected	Probability of Future Occurrence	Maximum Probable Extent
Thunderstorm	1	Extensive	Likely	Major
Tornado	2	Limited	Occasional	Major
Wildfire	3	Significant	Occasional	Medium
Winter Storm	4	Extensive	Occasional	Minor

Rank of Risk	Score	Geographic Area Affected	Probability of Future Occurrence	Maximum Probable Extent
Flooding	5	Negligible	Unlikely	Minor
Extreme Heat	6	Extensive	Highly Likely	Minor
Drought	7	Negligible	Occasional	Minor
Earthquake	8	Negligible	Unlikely	Minor
Expansive Soils	9	Negligible	Unlikely	Minor

The following terms are used to describe the geographic area affected, the probability of occurrence, and the maximum probable extent.

Geographic Area Affected

- **Negligible:** Less than 10 percent of the planning area.
- **Limited:** 10 to 25 percent of the planning area.
- **Significant:** 25 to 75 percent of the planning area.
- **Extensive:** 75 to 100 percent of the planning area.

Probability of Future Occurrence

- **Unlikely:** Event possible in the next 10 years.
- **Occasional:** Event possible in the next 5 years.
- **Likely:** Event probable in the next 3 years.
- **Highly Likely:** Event probable in the next year.

MAXIMUM PROBABLE EXTENT

(Magnitude/Strength of Hazard using the extent scale in Table 5)

- **Minor:** Limited classification on scientific scale, slow speed of onset, or short duration of event.
- **Medium:** Moderate classification on scientific scale, moderate speed of onset, or moderate duration of event.
- **Major:** Severe classification on scientific scale, fast speed of/immediate onset or long duration of event.

Table 5: Extent Scale for Natural Hazards

Hazard	Minor	Medium	Major
Drought	Presence-Sensing Device Initiation (PDSI) -1.99 to 1.99+	PDSI -2.00 to -2.99	PDSI -3.00 to -5.00
Earthquake	Mercalli Scale: I–V; Richter Scale: 0–4.8	Mercalli Scale: VI–VII; Richter Scale: 4.9–6.1	Mercalli Scale: VIII–XII; Richter Scale: 6.2–8.1+
Expansive Soils	EI Expansion Potential: 21–50 (Low); 0–21 (Very Low)	EI Expansion Potential: 51–90 (Medium)	EI Expansion Potential: 91–130 (High) >130 (Very High)
Flooding	Outside of 100-yr and 500-yr flood zones, Zone A, AE, X	500-yr flood zone, Zone X	100-yr flood zone, Zone AE
Extreme Heat	Heat Index: 80°F–105°F	Heat Index: 105°F–129°F	Heat Index: >130°F
Thunderstorm	Hail: H0–H4, 5–40mm; Wind Force: 0–3; Knots: <1–10 lightning activity level (LAL): 1–2	Hail: H5–H6, 30–60mm; Wind Force: 4–6; Knots: 11–27; LAL: 3–4	Hail: H7–H10, 50–>100mm; Wind Force: 8–12; Knots: 28–64+ LAL: 5–6;
Tornado	EF0	EF1–EF2	EF3–EF5
Wildfire	Keetch-Byram Drought Index (KBDI): 0–200	KBDI: 200–400	KBDI: 600–800
Winter Storms	Temperature: 40°F to 35°F Wind chill 36°F to 17°F	Temperature: 30°F to 45°F; Wind chill 25°F to -4°F	Temperature: 15°F to -20°F; Wind chill 7°F to -98°F

The full description of each of these hazards is in Section 3 of this HazMAP.

LOCATION

Drought, earthquakes, expansive soils, extreme heat, thunderstorms, tornadoes, and winter storms do not have geographic boundaries and can impact the entire county, including all participating jurisdictions. Wildfires can threaten rural and urban jurisdictions with undeveloped land. Flooding is a severe threat to jurisdictions containing 100-year floodplains or bodies of water.

The following hazards are listed in alphabetical order and describe the location and extent of each hazard, details of previous occurrences, probability data on future events, and vulnerability to each hazard.

Drought

Overview

The Town of Westlake receives its water supply from the City of Fort Worth and supplies it to homes and businesses. There is a voluntary compliance in conjunction with the “Eye on Water” software.

Table 6: Drought Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	7
Geographic Area Affected	Negligible
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Minor
Potential Impact	<ul style="list-style-type: none"> • Property damage Loss of water supply • Increase in grassfire potential and intensity • Negative impact on citizens, including water restrictions and lack of drinkable water supply • Impact on car washes, parks, and pools
Vulnerabilities	There are no historical data for drought damage in the city. All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard. Rises in water costs would affect the population living below the poverty line.

Summary

The entire Town of Westlake is vulnerable to drought. Considering its historical frequency, there is a significant chance of droughts occurring each year. Drought can affect people’s health and safety. Examples of drought impacts on society include anxiety or depression about economic losses, conflicts when there is not enough water, reduced incomes, fewer recreational activities, higher incidents of heat stroke, and even loss of human life. Drought conditions can also provide a substantial increase in wildfire risk. As plants and trees wither and die from a lack of precipitation, increased insect infestations, and diseases—all associated with drought—they become fuel for wildfires.

Earthquake

Overview

The Town of Westlake has experienced zero earthquakes in the past 20 years. However, there is still a risk, and it would be catastrophic for all populations and assets in the community.

Table 7: Earthquake Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	8
Geographic Area Affected	Negligible
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Minor
Potential Impact	<ul style="list-style-type: none"> • Injury or death • Property and infrastructure damage • Water contamination or loss from broken pipes • Transportation and communication disruption or damage • Increase in traffic accidents • Building collapse • Natural gas leak Displaced residents • Power outages • Damage to the natural environment, including protected species and critical habitats
Vulnerabilities	The citizens of Westlake, property-commercial and residential, critical facilities and infrastructure are all at risk in the event of a large earthquake. Since earthquakes have not occurred in the area, studies are needed to advise staff on the proper way to protect the Town of Westlake.

Summary

The Town of Westlake could be subject to an earthquake, but none has been reported. A significant earthquake event would cause a substantial loss of life and billions of dollars in damage to critical infrastructure.

Expansive Soils

Overview

Not much damage occurs to roadways in the Town of Westlake, so the Town does not spend much on road repairs. Most road damage is due to breakdown over time.

Table 8: Expansive Soils Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	9
Geographic Area Affected	Negligible
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Minor
Potential Impact	<ul style="list-style-type: none"> • Property damage from foundation damage • Water contamination or loss from broken pipes • Building and infrastructure damage • Road damage • Transportation delays due to road condition • Damage to utility lines
Vulnerabilities	Because of the manner in which data for expansive soils are collected, the exact amount of damage in the town was unavailable, as only road data are available. Expansive soils are a major consideration for all existing and future structures. All populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard.

Summary

The nature of expansive soils makes it difficult to predict the locations and the impacts that they might have. The town has seen impacts on critical assets in the public infrastructure.

Extreme Heat

Overview

Approximately 9.7% of the population of the Town of Westlake is 65 years old or older, and approximately 9.9% live below the poverty line. Individuals in vulnerable or underserved populations are not only more likely to experience the effects of extreme temperatures, but they also are likely to be impacted to a higher degree than their counterparts. In addition, various Town facilities have experienced heat-related power failure, making critical facilities vulnerable.

Table 9: Extreme Heat Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	6
Geographic Area Affected	Extensive
Probability of Future Occurrence	Highly Likely
Maximum Probable Extent	Minor
Potential Impact	<ul style="list-style-type: none"> • Heatstroke or death. <ul style="list-style-type: none"> › People should stay indoors to prevent heatstroke; elderly people who cannot afford air-conditioning are at greatest risk. • Property damage • Loss of water supply • Increases grassfire potential and intensity • Impact on logistics • Power outages • Road buckling • Disruption in critical infrastructure operations • Vehicle engine failure
Vulnerabilities	<p>While extreme heat pose a serious threat to any population, issues with housing and mobility could make it difficult for the elderly to seek shelter in response to such a threat. The elderly, homeless, and outdoor laborers should take proper precautions. People should stay indoors to prevent heatstroke; elderly people who cannot afford air-conditioning are at greatest risk. Westlake is an affluent community and does not have resident populations who are vulnerable to extreme heat. The vulnerable populations would include only daytime outdoor laborers (e.g., construction and landscape laborers).</p>

Summary

The Town of Westlake is vulnerable to extreme temperatures, affecting people's health and safety. Therefore, it is essential to have proper measures in place to prevent critical structures from being vulnerable to utility failure during extreme temperatures.

Flooding

Overview

Since 2019, there have been no flash flooding events recorded by NOAA. However, flooding events still cause public safety and transportation issues. The Town of West Lake has been undergoing a highway expansion, and there have been two major flooding issues caused by construction debris blocking culverts. As a result, Highway 170 (Alliance Gateway), which is six lanes across, was closed for 3 hours.

Table 10: Flooding Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	5
Geographic Area Affected	Negligible
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Minor
Potential Impact	<ul style="list-style-type: none"> • Loss of electricity • Loss of, or contamination of, water supply • Structure and infrastructure damage – flooded structures and eroded roads • Displaced residents • Snakes migrate and mosquitoes increase • Fire – as a result of loss of water supply • Debris in transportation paths • Emergency response delays • Disruption of traffic can lead to impacts on the economy. • Damage to the natural environment, including protected species and critical habitats
Vulnerabilities	Based on historical data, flooding has caused zero injuries and fatalities per year and is expected to have the same results in the future. Commuters and any buildings in a floodplain are the most at risk. All future development in the floodplain may be at risk. An increase in population will likely increase the number of buildings and infrastructure. New development in unincorporated areas could occur in areas prone to flooding and increase vulnerabilities and potential losses. However, most land use regulations require the consideration of flooding during the development process.

- **Names of creeks or rivers that flood:** Marshall Branch, Higgins Branch, and Kirkwood Branch.
- **Intersections or traffic routes impacted by flooding:** Roanoke Road at Marshall Branch, J.T. Ottinger Road at Marshall Branch, and Dove Road at Kirkwood Branch and Higgins Branch. See low-water crossings below. These roads can flood.
- **Low-Water Crossings:** A low-water crossing provides a type of bridge when water flow is low. Under high-flow conditions, water runs over the roadway and precludes vehicular and pedestrian traffic. These crossings can be dangerous when flooded. Crossings are identified with a yellow dot.

LOW-WATER CROSSING TYPES DEFINED

- **Bridges** are open-bottomed structures with elevated decks. They may be designed with one or several piers. Low-water bridges generally have greater capacity and are able to pass higher flows underneath the driving surface than most vented and unvented fords.
- **Vented fords** have a driving surface elevated above the streambed, with culverts (vents) that enable low flows to pass beneath the roadbed. The vents can be one or more pipes, box culverts, or open-bottomed arches. In streams carrying large amounts of debris, the driving surface over the vent may be removable, permitting the debris to be cleared after a large flow event.

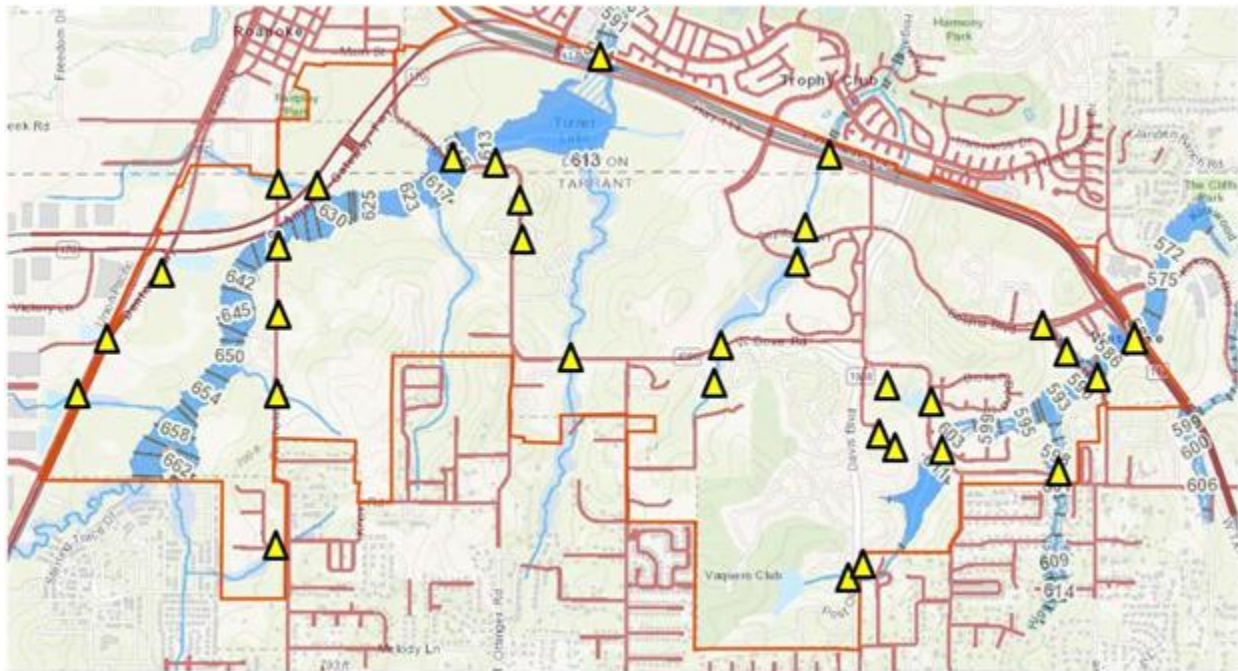


Figure 6: Location of Commonly Flooded Roads in the Town of Westlake

Table 11: Possible Flooding Areas in the Town of Westlake

Road	Flooding Source	Low-Water Crossing Type
2200 Highway 377	Marshall Branch	Vented Ford
2000 Highway 377	Marshall Branch	Vented Ford
1800 Highway 377	Marshall Branch	Vented Ford
2400 Roanoke Road	Marshall Branch	Vented Ford
3600 Highway 170	Marshall Branch	Vented Ford
2200 Roanoke Road	Marshall Branch	Vented Ford
2000 Roanoke Road	Marshall Branch	Vented Ford
1800 Roanoke Road	Marshall Branch	Vented Ford
3700 Thornton Drive	Marshall Branch	Non-vented Ford

Road	Flooding Source	Low-Water Crossing Type
3200 J. T. Ottinger Road	Marshall Branch	Vented Ford
3100 J. T. Ottinger Road	Marshall Branch	Vented Ford
2300 J. T. Ottinger Road	Marshall Branch	Vented Ford
2800 Highway 114	Marshall Branch	Bridge
2900 Dove Road	Marshall Branch	Vented Ford
2400 Dove Road	Marshall Branch	Vented Ford
2400 King Fisher Drive	Marshall Branch	Bridge
2100 Highway 114	Marshall Branch	Vented Ford
2200 Capital Parkway	Marshall Branch	Vented Ford
2200 Destiny Way	Marshall Branch	Vented Ford
1300 Davis Boulevard	Marshall Branch	Vented Ford
1300 Post Oak Place	Marshall Branch	Bridge
1800 Placid Oaks Place	Marshall Branch	Vented Ford
1500 Meandering Drive	Marshall Branch	Vented Ford
1800 Lakeshore Drive	Marshall Branch	Bridge
1800 Dove Road	Marshall Branch	Vented Ford
1700 Dove Road	Marshall Branch	Vented Ford
1400 Solana Boulevard	Kirkwood Branch	Vented Ford
2000 Sam School Road	Kirkwood Branch	Vented Ford
1900 Sam School Road	Kirkwood Branch	Vented Ford
1400 Dove Road	Higgins Branch	Vented Ford
2000 Highway 114	Kirkwood Branch	Vented Ford

Flooding Associated with Dam Failure

There are six dams monitored by the Texas Commission on Environmental Quality within the Town of Westlake. Information related to flooding risk associated with these dams can be found in Appendix C of the Base Plan, titled Dam Profile Information. For homeland security purposes, this profile data is being profiled together in a separate section.

Compliance with the National Flood Insurance Program

Participation in the National Flood Insurance Program (NFIP) is based on a voluntary agreement between a community and the Federal Emergency Management Agency (FEMA). For communities that adopt a floodplain management ordinance to reduce flood risks to new construction, federally backed flood insurance is made available to property owners in the community. Compliance with the NFIP, however, extends beyond mere participation in the program. NFIP has three basic components: (1) floodplain

identification and mapping risk, (2) responsible floodplain management, and (3) flood insurance. The Town of Westlake is a participant in the NFIP and provides details about the community and its participation below. The following information was requested:

Table 12: Data for the Town of Westlake for the National Flood Insurance Program²

Category	Response
Community Identification Number	480614#
Community Name	Town of Westlake
County	Tarrant and Denton Counties
Initial Flood Hazard Boundary Map Identified	12/10/76
Initial Flood Insurance Rate Map Identified	06/02/93
Current Effective Map Date	04/18/2011
Regular-Emergency Date	06/02/93

The National Flood Insurance Program (NFIP) questions in Table 13 were answered to the best of the Town of Westlake's ability.

Table 13: NFIP Floodplain Management Capabilities and Compliance

Floodplain Management	
Who is the floodplain manager? Is this their primary or secondary role?	Fire Chief/ Emergency Management Coordinator
Does the floodplain manager have adequate training and capacity or their role? If not, what else is needed?	No
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Ordinance
When was the community's most recent Community Assistance Visit (CAV)?	None
Were any violations noted on the community's most recent CAV?	NA
Is there an upcoming CAV? If no, is one needed?	Unknown
When was the most recent floodplain management ordinance adopted?	Unknown
Does your community participate in the Community Rating System (CRS)? If so, describe the steps the community has taken to achieve the CRS goals.	No

² <http://www.fema.gov/cis/TX.html>

Floodplain Management	
Does the community's floodplain management ordinance include any higher standards? If so, please list.	No
Who is responsible for permitting?	Planning Department
How does the community issue development permits in the special flood hazard area (SFHA)?	Floodplain Development Permit, they need to do some mitigation actions first.
Does the community maintain elevation certificates?	Yes
Does the community track the number of buildings in the special flood hazard area (SFHA)? If yes, are there any trends?	Yes, and no identified trends
How many repetitive loss (RL) structures does the community have? (List number and type of structure)	0/Residential
How many severe repetitive loss (SRL) structures does the community have? (List number and type of structure)	0
Have any RL/SRL properties been mitigated since the last plan update?	None
Who is responsible for making substantial damage/substantial improvement determinations?	Emergency Management Coordinator
How does the substantial damage/substantial improvement process work in your community?	Substantial damage: cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before damage occurred. Substantial improvement: reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction of the improvement.
Is there sufficient staff and training to make substantial damage/substantial improvement determinations?	No
How are substantial damage/substantial improvement requirements messaged to the public before and after an event?	When a building permit involves the floodplain, a summary of the permit request is reviewed to determine SD/SI. If applicable, we discuss this with the applicant.
Have any substantially damaged/substantially improved structures been mitigated since the last plan update?	Not that we are aware.
How will the community remain in compliance with the NFIP moving forward? (Simply stating "the community will continue to comply with the NFIP" will not meet FEMA's planning requirements.)	By maintaining the Town ordinances, continuing to inform the public, maintaining and analyze records, etc.

Floodplain Mapping	
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	For developments: we play an active role in reviewing flood studies and ultimately sign the Community Acknowledgement Form before it is sent to FEMA.
When did the latest Flood Insurance Rate Map (FIRM) become effective?	For a resident inquiring, we help educate on the process they would need to take and forms they need to fill out.
When was the latest FIRM adopted?	For Town Projects: We contract with consultants and are actively involved in reviewing plans/flood studies.
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	4/18/2011
Does the community use any Risk MAP products? If so, describe.	04/18/2011
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	Not used yet

Flood Insurance and Outreach	
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	No
How does the community engage with insurance agents on flood insurance?	Community engages directly with insurance agents on flood insurance
Does the community (or state) have flood hazard disclosure laws?	Texas has a number of laws that require flood hazard disclosures for sellers, landlords, and renters
How familiar is the public with their flood insurance options?	Somewhat familiar
Are there any areas where flood insurance is lacking?	Unknown
How many NFIP policies are in the community? What is the total premium and coverage?	Policies in force: 13 Insurance in force: \$5,002,000 Written premium in force: \$2,030

Summary

Residential, commercial, and public buildings and critical infrastructure, such as transportation, water, energy, and communication systems, may be damaged or destroyed by flood waters. During a flood event, chemicals and other hazardous substances may contaminate local bodies of water. Flooding kills animals and, in general, disrupts the ecosystem.

Thunderstorm

Overview

In the Town of Westlake, damage from thunderstorms, and specifically hail, has caused thousands of dollars' worth of damage. Lightning is a challenge for residential homes. House fires caused by lightning destroy about 1–3 homes a year.

Table 14: Thunderstorm Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	1
Geographic Area Affected	Extensive
Probability of Future Occurrence	Likely
Maximum Probable Extent	Major
Potential Impact	<ul style="list-style-type: none"> • Property damage to fences, vehicles, equipment, and roofs • Transportation delays • Injuries and deaths • Debris from trees and damaged property • Electrical grid problems • Communication problems – phone and internet lines down • Damage to the natural environment, including protected species and critical habitats
Vulnerabilities	<p>Given the dynamic nature of thunderstorms, all populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment are exposed to this hazard. While thunderstorms pose a serious threat to any population, issues with mobility could make it difficult for the elderly to evacuate ahead of such a threat or relocate after a damaging hailstorm has occurred. In addition, power failures could affect medical equipment needed by the elderly or populations with functional and access needs.</p>

Summary

The Town of Westlake is subject to severe weather hazards, including thunderstorms, wind, lightning, and hail. Associated damage includes impacts on utilities, residential and commercial buildings/property, and agricultural losses. High wind can cause trees to fall and cause injuries or death; lightning can lead to house fires and serious injuries. Hail can cause injury and severe damage to homes and automobiles.

Tornado

Overview

There has been no reports of a tornado since 2020. There is limited vulnerability to Town facilities from tornadoes.

Table 15 Tornado Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	2
Geographic Area Affected	Limited
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Major
Potential Impact	<ul style="list-style-type: none"> • Injury or death • Power outages • Blocked roadways from trees • Rerouting traffic • Damaged or destroyed property and infrastructure • Natural gas pipeline breaks – fire injuries, possible deaths • Transportation disruption • Displaced residents • Damage to the natural environment, including protected species and critical habitats
Vulnerabilities	Tornadoes can impact the entire Town of Westlake. All existing and future buildings, emergency facilities, critical facilities, critical infrastructure, improved property, and the entire population of the Town is exposed to this hazard. However, the Town of Westlake has had no reported damage from tornadoes since 2020.

Summary

The entire population, all critical facilities, buildings (commercial and residential), and infrastructure are vulnerable to tornadoes. While all assets are considered at risk from this hazard, a tornado would only cause damage along its specific track. The weakest tornadoes, EF0, can cause minor roof damage, and stronger tornadoes can destroy frame buildings and badly damage steel-reinforced concrete structures. Given the strength of the wind impact and construction techniques, buildings are vulnerable to direct impact, including potential destruction, from tornadoes and wind debris that tornadoes turn into missiles. Structures constructed of light materials, such as mobile homes, are most susceptible to damage.

Wildfire

Overview

The most vulnerable locations are green space in the town and properties in the wildland–urban interface are the most vulnerable to wildfires. Approximately 70% of Westlake is undeveloped land—primarily grazing pasture. The areas of most concern are the fields along the roadways that have the greatest chance of being in contact with an ignition source.

Table 16: Wildfire Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	3
Geographic Area Affected	Significant
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Medium
Potential Impact	<ul style="list-style-type: none"> • Injury or death • Property and fence damage • Road closure • Traffic accidents • Loss of power – burning utility poles • Loss of property • Structure and infrastructure damage • Displaced residents • Loss of resources • Damage to the natural environment, including protected species and critical habitats
Vulnerabilities	<p>Given the dynamic nature of wildfires, all populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment in the town are exposed to this hazard.</p> <p>Approximately 70% of Westlake is undeveloped land, and there is concern about areas that have the greatest chance of being in contact with an ignition source.</p>

Summary

The areas of most concern for wildfire are along Ash Creek, Walnut Creek, and around Eagle Mountain Lake. These areas have rural–urban interfaces. Access to fight wildfires is often difficult because of thick trees and undergrowth, semi-swampy terrain, and lack of roads.

Winter Storm

Overview

Bridges and overpasses can be impacted by a winter storm. Westlake has identified overpasses on Highways 114,170, and 377 as areas of concern. Vehicle crashes are possible and there might be traffic issues because drivers must slow down to navigate iced-over bridges. There would be a delay in emergency response and an increase in life-safety concerns.

Table 17: Winter Storm Hazard Profile for the Town of Westlake

Category	Response
Risk Ranking	4
Geographic Area Affected	Extensive
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Minor
Potential Impact	<ul style="list-style-type: none"> • Structural damage Injuries or death • Power outages • Loss of ability to use roads for driving Increased traffic accidents • Loss of heat • Stranded travelers/motels at full capacity • Tree debris creates fuel load for fire hazard • Delayed emergency response time • Frozen/burst pipes leading to loss of water • Disruption of traffic • Impacts on the economy • Reduced communications capabilities
Vulnerabilities	Given the dynamic nature of winter storms, all populations, economy, structures, improved property, critical facilities and infrastructure, and the natural environment in the town are exposed to this hazard.

Summary

The Town of Westlake is subject to extreme winter weather which can cause traffic issues due to having to slow down to navigate iced over roads causing potential traffic accidents. Travel can be delayed and cause longer response times for first responders.

Historical Events

According to the National Centers for Environmental Information, no natural hazards have occurred in the Town of Westlake since 2019, although the neighboring cities of Keller and Southlake have experienced various events, including thunderstorms, flash flooding, and tornadoes.

Overall Vulnerability

The Town of Westlake identified the following as its greatest vulnerability and concern:

- Commuters and outside laborers are the most vulnerable to the damaging effects of all the identified hazards. Westlake has current building standards; therefore, existing or future structures experience minimal risk of thunderstorms, severe weather, and other natural hazards. In addition, most current homes and facilities have installed lightning rods.

Chapter 4: Capabilities Assessment

(In compliance with 201.6(c)(3))

This capability assessment examines the city's ability to implement and manage a comprehensive mitigation strategy. The strengths, weaknesses, and resources of the jurisdiction are identified as a means to develop an effective HazMAP. The capabilities identified in this assessment were evaluated collectively to develop feasible recommendations to support the implementation of effective mitigation activities.

To initiate this assessment, a questionnaire was distributed to the Town of Westlake's LPT. It included questions regarding existing plans, policies, and regulations that contribute to or hinder the ability to implement hazard mitigation activities, including the following: planning and regulatory capabilities, administrative and technical capabilities, financial capabilities, and education and outreach capabilities.

Planning and Regulatory

Planning and regulatory capabilities are the plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.

Table 18: Assessment of Planning and Regulatory Capabilities of the Town of Westlake

Plan	Does it address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it be updated next?
Capital Improvement Plan	Y	Can help reduce risk and build community resilience by incorporating hazard mitigation principles into the CIP projects.	
Economic Development Plan	Y	Communication with local businesses, providing them resources and guidance.	
Local Emergency Operations Plan	Y	Identifies capabilities and resources available to implement actions.	

Table 19: Assessment of the Regulations and Ordinances Capabilities of the Town of Westlake

Regulations and Ordinances	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it be updated next?
Building Code	Y	Y	2021
Flood Insurance Rate Maps	Y	Y	2011
Floodplain Ordinance	Y	Y	

Regulations and Ordinances	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it be updated next?
Subdivision Ordinance	Y	Y	
Zoning Ordinance	Y	Y	Revised annually
Fire Department ISO	Rating – 2	Y	
Site Plan Review Requirements	Y	Y	With all new development

Administrative and Technical

Administrative and technical capabilities include staff and their skills. They include tools that can help you carry out mitigation actions. If you do not have local staff, consider how state and regional partners can help.

Table 20: Assessment of the Administrative Capabilities of the Town of Westlake

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Chief Building Official	Y	Y	Y	Y
Civil Engineer	Y	Y	Y	Y
Community Planner	Y	Y	Y	Y
Emergency Manager	Y	Y	Y	Y
Floodplain Administrator	Y	Y	Y	Y
Geographic Information System (GIS) Coordinator	Y	Y	Y	Y
Planning Commission	Y	Y	Y	Y
CERT (Community Emergency Response Team)	N	N	N	N
Active VOAD (Voluntary Agencies Active in Disasters)	N	N	N	N

Table 21: Assessment of the Technical Capabilities of the Town of Westlake

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/ mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/ mitigate risk in the future?
Mitigation Grant Writing	Y	Funding source	Funding source
Hazard Data and Information	Y	Hazard priority determination	Hazard priority determination

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
GIS	Y	Hazard priority determination	Hazard priority determination
Warning Systems/ Services (e.g., Reverse 911, outdoor warning signals)	Y	Y	Outdoor warning system, Reverse 911

Financial

Financial capabilities are the resources to fund mitigation actions. Talking about funding and financial capabilities is important to determine what kinds of projects are feasible given their cost. Mitigation actions, such as outreach programs have lower costs and often use staff time and existing budgets. Other actions, such as earthquake retrofits, could require substantial funding from local, state, and federal partners. Partnerships, including those willing to donate land, supplies, cash, or in-kind matches, can be included.

Table 22: Assessment of the Financial Capabilities of the Town of Westlake

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
Capital Improvement Project (CIP) Funding	Y	Y – CIP projects across departments	Y	Y
General Funds	Y	Y	Y	Y
Hazard Mitigation Grant Program (HMGP/404)	Y	Y	Y	N
Building Resilient Infrastructure & Communities (BRIC)	This is available through the state	N	Y	N
Flood Mitigation Assistance (FMA)	This is available through the state	N	Y	N
Public Assistance Mitigation (PA Mitigation/406)	Available only after federally declared disaster in our county	N	Y	N
Community Development Block Grant (CDBG)	Y	N	Y	N

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
U.S. Army Corps (USACE) Programs	N	N	N	N
Property, Sales, Income, or Special Purpose Taxes	Y	N	Y	Y
Stormwater Utility Fee	Y	N	Y	N
Fees for Water, Sewer, Gas, or Electric Services	Y	N	Y	N
Impact Fees from New Development and Redevelopment	Y	N	Y	N
General Obligation or Special Purpose Bonds	Y	Y Tax Increment Reinvestment Zones	Y	N
State-funded Programs (Please describe)	Y	N	Y	N

Education and Outreach

Education and outreach capabilities are programs and methods that could communicate about and encourage risk reduction. These programs may be run by a participant or a community-based partner. Partners, especially those who work with underserved communities, can help identify additional education and outreach capabilities.

Table 23: Assessment of the Education and Outreach Capabilities of the Town of Westlake

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week, School Programs)	Y	Y	
Public Meetings/Events (Please Describe)	Y	Y	
Emergency Management Listserv	N	N	
Local News	Y	Y	Website

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Distributing Hard Copies of Notices	Y	Y	Public libraries, door-to-door outreach
Insurance Disclosures/Outreach	Y	Y	Flood insurance
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities	N	N	
Social Media (Please Describe)	Y	Y	

Opportunities to Expand and/or Improve Capabilities

Actions that can expand and improve existing authorities, plans, policies, and resources for mitigation include budgeting for mitigation actions, passing policies and procedures for mitigation actions, adopting and implementing stricter mitigation regulations, approving mitigation updates, and making additions to existing plans as new needs are recognized.

Table 24: Capabilities that the Town of Westlake Could Expand or Improve

Capability	Opportunity to Expand and/or Improve
Planning and Regulations	Continue to identify areas for improvement in ordinances
Administrative and Technical	The ability to achieve our capabilities would be enhanced with additional staff, more training, and additional equipment. Full-time emergency manager to train and educate the responders and the public would be beneficial.
Financial	Additional capacity-building would require additional revenue, grant funding, or free training.
Education and Outreach	Increase awareness of the flood insurance program and ensure that we are using all the tools we have to reach all populations (such as social media, newsletters, water bills, handouts at Town facilities, public speaking events) on all hazards, and create consistency in messaging by holding ourselves accountable; increase accountability through regular monthly meetings of EM and Communications to touch base.

Chapter 5: Mitigation Strategy

(In compliance with 201.6(c)(3)(i), 201.6(c)(3)(i), 201.6(c)(3)(ii), 201.6(c)(3)(iv), 201.6(c)(3)(iii), and 201.6(c)(4)(ii))

The mitigation strategy serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The Stafford Act directs local mitigation plans to describe hazard mitigation actions and establish a strategy to implement those actions.¹ Therefore, all other requirements for a local mitigation plan (or hazard mitigation action plan) lead to and support the mitigation strategy.

Mitigation Goals

The Tarrant County HMPT collectively reviewed the extensive list of mitigation goals of the 2020 HazMAP and unanimously chose to streamline the mitigation goals for this update. Therefore, the new goals are to protect life and reduce bodily harm from natural hazards, and to lessen the impacts of natural hazards on property and the community through hazard mitigation.

2020 Action Items

The Town of Westlake's action items in the 2020 Tarrant County HazMAP were determined by the 2020 LPT. Table 25 lists the action items from the 2020 plan and the status of each action.

Table 25: Status of Actions in the 2020 Plan of the Town of Westlake

Hazard(s) Addressed	Earthquake, Thunderstorm, Tornadoes
Ensure the structure to serve as Fire Department/Training Facility/Emergency Operations Center in the Town of Westlake is tornado-resistant and hail-resistant, to include but not limited to, the installation of a safe room.	
Participating Jurisdiction	Town of Westlake
Priority:	1
Estimated Cost:	\$9,000,000
Estimated Benefit:	\$54,000,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Fire Department
Implementation Schedule:	24 months
Status:	Completed

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
Provide the Public Works Department with a hardened facility/workshop for housing critical equipment to mitigate the damage from the identified hazards.	
Participating Jurisdiction	Town of Westlake
Priority:	2
Estimated Cost:	\$2,000,000
Estimated Benefit:	\$12,000,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Carry forward to new plan.

Hazard(s) Addressed	Winter Storms
Enhance sanding and de-icing capabilities with more equipment to mitigate the impact of winter storms.	
Participating Jurisdiction	Town of Westlake
Priority:	3
Estimated Cost:	\$6,000
Estimated Benefit:	\$36,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	6 months
Status:	Delete, not eligible.

Hazard(s) Addressed	Thunderstorms
Implement lightning protection device standards (e.g., lightning rods) in building codes/standards.	
Participating Jurisdiction	Town of Westlake
Priority:	4
Estimated Cost:	\$5,000
Estimated Benefit:	\$30,000
Potential Funding Source(s):	Property owners, hazard mitigation grants
Lead Agency/Department Responsible:	Building Department
Implementation Schedule:	24 months
Status:	Delete, only for residential not public infrastructure.

Hazard(s) Addressed	Earthquakes, Thunderstorms, Tornadoes
Implement standards for storm hardened construction or safe rooms into building codes/standards for new and existing critical and vulnerable facilities.	
Participating Jurisdiction	Town of Westlake
Priority:	5
Estimated Cost:	\$6,000
Estimated Benefit:	\$36,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Building Department
Implementation Schedule:	24 months
Status:	Delete; required for all new buildings

Hazard(s) Addressed	Flooding
Review and enhance the Town of Westlake's floodplain mitigation ordinances and policies as needed.	
Participating Jurisdiction	Town of Westlake
Priority:	6
Estimated Cost:	\$4,500
Estimated Benefit:	\$27,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Carry forward

Hazard(s) Addressed	Drought
Review Town of Westlake's water conservation/drought contingency plan and update as necessary to mitigate the effects of drought.	
Participating Jurisdiction	Town of Westlake
Priority:	7
Estimated Cost:	\$1,500
Estimated Benefit:	\$9,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Carry forward

Hazard(s) Addressed	Extreme Heat
Conduct a study to determine the feasibility of expanding monitoring of populations at risk of extreme heat.	
Participating Jurisdiction	Town of Westlake
Priority:	8
Estimated Cost:	\$1,5000
Estimated Benefit:	\$9,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	12 months
Status:	Delete

Hazard(s) Addressed	Flooding
Replace existing bridge at Ottinger Road, located between Westlake Cemetery and State Highway 170. This bridge lies below historic flood levels and is regularly inundated.	
Participating Jurisdiction	Town of Westlake
Priority:	9
Estimated Cost:	\$350,000
Estimated Benefit:	\$2,100,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	12 months
Status:	In progress, move forward.

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
Enforce latest edition of buildings codes.	
Participating Jurisdiction	Town of Westlake
Priority:	10
Estimated Cost:	\$1,500
Estimated Benefit:	\$9,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Building Department, Office of Emergency Management
Implementation Schedule:	36 months
Status:	Completed

Hazard(s) Addressed	Earthquakes
Conduct an earthquake risk assessment in the community using Hazus data and geographic information system (GIS) mapping.	
Participating Jurisdiction	Town of Westlake
Priority:	11
Estimated Cost:	\$3,000
Estimated Benefit:	\$18,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	12 months
Status:	Delete; no longer needed.

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
Enhance existing public integrated outreach program, informing residents on hazard mitigation measures related to the identified hazards.	
Participating Jurisdiction	Town of Westlake
Priority:	12
Estimated Cost:	\$1,500
Estimated Benefit:	\$9,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	12 months
Status:	Carry Forward

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
Implement an education program, separate from the public education for residents, to educate construction contractors, homeowners, and business owners about mitigation techniques.	
Participating Jurisdiction	Town of Westlake
Priority:	13
Estimated Cost:	\$3,000
Estimated Benefit:	\$18,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Building Department, Office of Emergency Management
Implementation Schedule:	12 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Wildfire
Identify wildfire hazard areas, assess overall community vulnerability, and regulate development in wildfire hazard areas.	
Participating Jurisdiction	Town of Westlake
Priority:	14
Estimated Cost:	\$3,000
Estimated Benefit:	\$18,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Fire Department, Office of Emergency Management
Implementation Schedule:	12 months
Status:	Carry forward; change from "identify" to "monitor."

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
Provide alternative power solutions to new and existing critical facilities and infrastructure, to include the purchase and installation of generators.	
Participating Jurisdiction	Town of Westlake
Priority:	15
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	Town funds, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Carry forward

Hazard(s) Addressed	Flooding
Schedule a Community Assistance Visit (CAV) by FEMA or a state agency on behalf of FEMA to ensure that the city is adequately enforcing its floodplain management regulations.	
Participating Jurisdiction:	Town of Westlake
Priority:	16
Estimated Cost:	\$1,000
Estimated Benefit:	\$6,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Flooding
Require that the floodplain administrator be certified.	
Participating Jurisdiction:	Town of Westlake
Priority:	17
Estimated Cost:	\$2,000
Estimated Benefit:	\$12,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Flooding
Conduct NFIP community workshops to provide information and incentives for property owners to acquire flood insurance.	
Participating Jurisdiction:	Town of Westlake
Priority:	18
Estimated Cost:	\$500
Estimated Benefit:	\$3,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Flooding
Remove existing structures from flood-prone areas to minimize future flood losses by acquiring and demolishing or relocating structures from voluntary property owners and preserving land subject to repetitive flooding.	
Participating Jurisdiction:	Town of Westlake
Priority:	19
Estimated Cost:	\$1,000,000
Estimated Benefit:	\$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Flooding
Use bioengineered bank stabilization techniques and revetments to protect against flooding.	
Participating Jurisdiction:	Town of Westlake
Priority:	20
Estimated Cost:	\$1,000,000
Estimated Benefit:	\$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Earthquakes, Thunderstorms, Tornadoes
Require construction of safe rooms in new schools, daycares, and nursing homes.	
Participating Jurisdiction:	Town of Westlake
Priority:	21
Estimated Cost:	\$1,000,000
Estimated Benefit:	\$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Wildfire
Promote conservation of open space or wildland–urban interface zones to separate developed areas from high-hazard areas.	
Participating Jurisdiction:	Town of Westlake
Priority:	22
Estimated Cost:	\$100
Estimated Benefit:	\$600
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

Hazard(s) Addressed	Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
To protect power lines, bury overhead power lines, ensure ordinances for proper vegetation management practices, replace wood poles with steel or composite ones, and/or reinforce utility poles with guy wires.	
Participating Jurisdiction:	Town of Westlake
Priority:	23
Estimated Cost:	\$300,000,000
Estimated Benefit:	\$1,200,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months
Status:	Delete; no longer needed

New Mitigation Action Items

The Town of Westlake's action items were determined by the LPT for the 2025 HazMAP. These include mitigation actions that qualify for mitigation funding and enforcement, maintenance, and response actions that the Town has identified as opportunities to increase its resilience to hazards.

During the capabilities assessment and hazard analysis, previously impacted assets and populations were analyzed to determine the highest probability of damage and potential loss of life per hazard. As \$1 spent in mitigation saves a community an average of \$6 in recovery,² the LPT used these data to develop a cost-benefit analysis: Estimated Cost × 6 = Estimated Benefit.

Priority will be assigned to projects with the greatest positive impact on community resilience, including life safety and property protection. Table 26 lists the action items for this HazMAP.

Table 26: 2025 Mitigation Actions for the Town of Westlake

2025 Mitigation Action	Hazard Addressed	Priority	Timeline	Agency or Dept Responsible	Estimated Cost	Estimated Benefit	Funding Source
Provide the Public Works Department with a hardened facility/workshop for housing critical equipment to mitigate the damage from the identified hazards.	All Hazards	1	24 months	Public Works Department	\$2.0 Mil	\$12.0 mil	Town funds, Hazard Mitigation Grant Program (HMGP)
Review and enhance the Town of Westlake’s floodplain mitigation ordinances and policies as needed.	Flooding	2	24 months	Public Works Department	\$4,500	\$27,000	Town funds, HMGP
Review Town of Westlake’s water conservation/drought contingency plan and update as necessary to mitigate the effects of drought.	Drought	3	24 months	Public Works Department	\$1,500	\$9,000	Town funds, HMGP
Replace existing bridge at Ottinger Road, located between Westlake Cemetery and State Highway 170. This bridge lies below historic flood levels and is regularly inundated.	Flooding	4	12 months	Public Works Department	\$350,000	\$2,100,000	Town funds, HMGP
Enhance existing public integrated outreach program, informing residents on hazard mitigation measures related to the identified hazards.	All hazards	5	12 months	Office of Emergency Management	\$1,500	\$9,000	Town funds, HMGP

2025 Mitigation Action	Hazard Addressed	Priority	Timeline	Agency or Dept Responsible	Estimated Cost	Estimated Benefit	Funding Source
Monitor wildfire hazard areas, assess overall community vulnerability, and regulate development in wildfire hazard areas.	Wildfire	6	12 months	Fire Department, Office of Emergency Management	\$3,000	\$18,000	Town funds, HMGP
Provide alternative power solutions to new and existing critical facilities and infrastructure, including the purchase and installation of generators.	All hazards	7	24 months	Office of Emergency Management	\$20,000	\$120,000	Town funds, HMGP

Incorporating the Plan into Existing Planning Mechanisms

Based on Requirement 201.6(c)(4)(ii) and the State of Texas Mitigation Plan, the vulnerability and capabilities assessments for the town were carefully reviewed and considered when developing the mitigation actions for this plan. The LPT will establish a process in which the mitigation strategy, goals, objectives, and actions outlined in this plan will be incorporated into the existing local planning strategies. Once the plan is adopted, the LPT will coordinate implementation with the responsible parties in the town and external stakeholders as needed.

Steps for Implementing This HazMAP into Local Plans

- Change is proposed by an elected official or other interested party.
- The proposal is placed on the local agenda of the governing body.
- The agenda is published at least 10 days in advance of the meeting at which it will be discussed, so members of the public have an opportunity to attend the discussion meeting. Publication may be made by posting the agenda on the city's website, in the Town newsletter, or on a public bulletin board.
- The proposal is discussed at the public meeting, including any comments by members of the public attendance.
- The proposal is voted on by the governing body.
- If the proposal is passed, the change is implemented by the appropriate local authority.

Integration into Local Planning Mechanisms

Incorporating the underlying principles of the HazMAP and its recommendations into other plans is a highly effective and low-cost way to expand their influence. All plan participants will use existing methods and programs to implement hazard mitigation actions where possible. As previously stated, mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and public service. This plan builds on the momentum developed through previous and related planning efforts and mitigation programs, and it recommends implementing actions, where possible, through these other program mechanisms. These existing mechanisms include:

- Regularity Capabilities
- Administrative Capabilities
- Fiscal Capabilities

Implementation and incorporation into existing planning mechanisms will be conducted by respective planning authorities and will be done through the routine actions of:

- Monitoring other planning/program agendas;
- Attending other planning/program meetings;

- Participating in other planning processes; and
- Monitoring community budget meetings for other community program opportunities.

The successful implementation of this mitigation strategy will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Regular efforts should be made to monitor the progress of mitigation actions implemented through other planning mechanisms. Where appropriate, priority actions should be incorporated into HazMAP updates. Existing planning mechanisms in which the HazMAP will be integrated are listed in Table 27.

Table 27: Types of Plans That the Town of Westlake Can Use for Mitigation Actions

Type of Plan	Department Responsible	Integration Method
Capital Improvement Plan	Public Works Department	When reviewing the Capital Improvement Plan, the leadership team will review this HazMAP to see which action items can be addressed in the fiscal and administrative capabilities of the town.
Comprehensive Plan	Town Administration	The town staff will review development plans for alignment with the Comprehensive Plan.

Although there are many possible benefits to integrating components of this HazMAP into other planning mechanisms, the LPT considers this HazMAP, including development and maintenance, to be the primary vehicle to ensure the implementation of local hazard mitigation actions. The successful implementation of this mitigation strategy will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Efforts should continuously be made to monitor the progress of mitigation actions implemented through other planning mechanisms. Where appropriate, priority actions should be incorporated into Hazard Mitigation Plan updates.

Continued Public Involvement

Continued public involvement is imperative to the overall success of the plan’s implementation. The update process provides an opportunity to solicit participation from new and existing stakeholders, publicize mitigation success stories, and seek additional public comment. The plan maintenance and update process will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media, and public hearings.

PUBLIC INVOLVEMENT PROCESS FOR ANNUAL REVIEWS

The public will be notified through the Town website or any other publicly accessible social platform (e.g., local newspaper, Facebook, Twitter) well in advance of any public meetings or comment periods.

PUBLIC INVOLVEMENT IN FIVE-YEAR UPDATES

When the LPT reconvenes for the five-year update, it will coordinate with all stakeholders participating in the planning process—including those who joined the committee since the planning process began—to update and revise the plan. In reconvening, the LPT will develop a plan for public involvement and will be responsible for disseminating information through various media channels detailing the plan update process. As part of this effort, public meetings will be held, and public comments will be solicited on the plan update draft.

This completes the annex for the Town of Westlake. For additional information, see Appendices A and B.

RESOLUTION XX-2025

**A RESOLUTION OF THE _____ (jurisdiction name), TEXAS, ADOPTING
THE 2025 TARRANT COUNTY HAZARD MITIGATION ACTION PLAN**

WHEREAS the _____ (jurisdiction name) recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions before disasters occur reduces the potential for harm to people and property and saves taxpayer dollars; and

WHEREAS an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS _____ (jurisdiction name) has fully participated in the update process of the 2025 Tarrant County Hazard Mitigation Action Plan in coordination with Tarrant County and other participating jurisdictions; and

WHEREAS the 2025 Tarrant County Hazard Mitigation Action Plan identifies natural hazards and mitigation strategies specific to _____ (jurisdiction name) and being adopted by the Tarrant County Commissioners' Court for submission to the Texas Division of Emergency Management and FEMA.

**NOW, THEREFORE, BE IT RESOLVED BY THE _____ OF
_____ (jurisdiction name), Texas.**

1. Adoption: _____ (jurisdiction name) hereby adopts the 2025 Tarrant County Hazard Mitigation Action Plan as the official hazard mitigation plan for _____ (jurisdiction name/type).
2. Implementation: The Emergency Manager and all appropriate departments are encouraged to pursue implementation of the recommended mitigation actions, as feasible and appropriate.
3. Continued Participation: The _____ (jurisdiction type) will continue to actively participate in future updates and implementation efforts of the countywide hazard mitigation plan.
4. Effective Date: This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____ 2025.

CITY COUNCIL VOTE AS RECORDED:

Aye

Nay

Council Member

Council Member

Council Member

Council Member

Council Member

(In event of a tie vote of the Council):

Signature of Mayor/Tie Breaking Official

ATTEST:

(Signature)

(Type Name Here)

City Recorder



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** F.3.
FROM: John Ard, Fire Chief, Fire Dept.
SUBJECT: Discuss, consider and act to approve Resoluton 26-02 ratifying the approval by the Town Manager to purchase one new ambulance Ford Chassis F-550 Diesel 4X4 from Sterling McCall Ford through Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for an amount not to exceed \$89,250 as part of the originally approved Resolution 25-44; and authorizing the expenditure for completion of said acquisition. (Fire Chief John Ard)

ATTACHMENTS:

1. Resolution 26-02 Ratifying Purchase of Ambulance Ford Chassis
2. Town of Westlake FireEMS E-4896 Sterling McCall Customer Chassis Invoice
3. Town of Westlake Fire_EMS 2025 Purchase Agreement Q4989-1 092425
4. Ambulance PO 2025
5. PO 260033 McCall Ford

SUMMARY :

No new funding is being requested. The original purchase order for the ambulance is being administratively split into two separate purchase orders: one for the chassis and one for the remainder of the ambulance.

BACKGROUND AND DISCUSSION:

The purchase of the complete ambulance was previously approved by the Town Council on October 21, 2025, through Resolution 25-44.

The original approved purchase order totaled **\$382,075.00**. We will now issue two separate purchase orders: one in the amount of **\$89,250.00** and a second for the remaining balance of **\$292,825.00**, to be paid upon delivery of the ambulance. The combined total of these purchase orders remains **\$382,075.00**.

FISCAL IMPACT:

No new funding is being requested.

LEGAL REVIEW:

None

RECOMMENDATION:

Recommendation to approve ratification of the purchase of one new ambulance, Ford Chassis F-550.

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. 26-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, RATIFYING THE APPROVAL BY THE TOWN MANAGER TO PURCHASE ONE NEW AMBULANCE FORD CHASSIS F-550 DIESEL 4X4 FROM STERLING MCCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$89,250.00; AND AUTHORIZING THE EXPENDITURE FOR COMPLETION OF SAID ACQUISITION.

WHEREAS, the Town of Westlake Fire/EMS Department provides essential emergency medical and transport services to the residents and visitors of the Town; and

WHEREAS, the Town of Westlake Fire/EMS Department must maintain reliable and properly equipped ambulance vehicles in order to ensure timely response, safe patient transport, and the continued delivery of high-quality emergency medical care; and

WHEREAS, the Town Council finds and concludes that the replacement and acquisition of a new ambulance chassis is necessary to support Fire/EMS operations and to maintain readiness for emergency response; and

WHEREAS, the Town Manager acted to purchase one new ambulance Ford Chassis F-550 Diesel 4x4 from Sterling McCall Ford in order to meet operational needs and maintain dependable service capabilities; and

WHEREAS, the purchase is being made through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, which satisfies applicable procurement and competitive bidding requirements; 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 and ratify the purchase of one new ambulance Ford Chassis F-550 Diesel 4x4 from Sterling McCall Ford through the HGAC Cooperative Purchasing Program, as described herein.

SECTION 3: That the Town Manager, or designee, is authorized and directed to enter into all necessary agreements and documents for the acquisition of said ambulance chassis, in an amount not to exceed **Eighty-Nine Thousand Two Hundred Fifty Dollars (\$89,250.00)**, and to authorize the expenditure of funds for completion of said purchase. Any actions previously taken by the Town Manager for this acquisition 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 17th DAY OF FEBRUARY 2026.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Alex Crowley, Town Attorney

STERLING McCALL 

Invoice

Bill To:

Town of Westlake Fire / EMS Department

Invoice #

TDA08384-2026

Invoice Date

1/7/2026

P.O. #

Purchase Agreement

Terms

Due upon receipt

Ship

Via

Frazer Unit #

E-4896

Item Description	Qty	Unit Price	Total Price
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2026 Ford F-550 Diesel	1	\$89,250.00	\$89,250.00
------------------------	---	-------------	-------------

Notes:

Estimate #: Q4989-0001

VIN: 1FDUF5HTXTDA08384

Subtotal **\$89,250.00**

Tax **\$0.00**

Payments/Credits **\$0.00**

Amount to be invoiced separately **\$0.00**

Balance Due **\$89,250.00**

Please contact us for ACH or wire transfer instructions.

If paying by ACH/Wire Transfer, please have a remittance advice sent to remit@frazerbilt.com

If paying by mail, remit to:

Sterling McCall Ford
 Attn: Amanda Myers or Priscilla Cortez
 6445 Southwest Freeway
 Houston, TX 77074

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.

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 the 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: _____

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.

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).



TOWN OF WESTLAKE
1500 Solana Blvd., Bldg. 7, Ste. 7200

Westlake, TX 76262

(817) 430-0941

accountspayable@westlaketx.gov

PURCHASE ORDER

BUDGETED ITEM? Yes No

PURCHASE ORDER NUMBER: 260009

To: 861 FRAZER, LTD. 7219 RAMPART STREET HOUSTON 77081	Ship to: TOWN OF WESTLAKE 1500 SOLANA BLVD. BLDG 7 STE 7200 WESTLAKE TX 76262
---	--

P. O. Date	Created By	Department	Terms
10/22/2025	TCole	AP - Fire	https://westlaketx.gov

Quantity	Description	GL Acct	Unit Price	Total
1.00	2026 Ford F-550 Diesel 4x4 Ambulance	150-30-10-57500	382,075.00	382,075.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	382,075.00

Wanda J. Small

Authorized Signature



TOWN OF WESTLAKE
1500 Solana Blvd., Bldg. 7, Ste. 7200

Westlake, TX 76262

(817) 430-0941

accounts payable@westlaketx.gov

PURCHASE ORDER

BUDGETED ITEM? Yes No

PURCHASE ORDER NUMBER: 260033

To: 3379 MCCALL F INC 6445 SOUTHWEST FREEWAY HOUSTON TX 77074	Ship to: TOWN OF WESTLAKE 1500 SOLANA BLVD. BLDG 7 STE 7200 WESTLAKE TX 76262
--	--

P. O. Date	Created By	Department	Terms
02/02/2026	TCole	AP - Fire	https://westlaketx.gov

Quantity	Description	GL Acct	Unit Price	Total
1.00	2026 Ford F-550 Diesel Chassis	150-30-10-57500	89,250.00	89,250.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	89,250.00

Wanda J. Lawell

Authorized Signature



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** I.1.
FROM: Marlene Rutledge, Academic Finance Manager, Cayce Lay Lamas, Finance Director,
Finance
SUBJECT: Conduct Public Hearing & Discuss Westlake Academy's Charter FIRST 2025 Rating

ATTACHMENTS:

1. Westlake Academy FY 2025 Charter FIRST Management Report
2. FIRST Rating required disclosures
3. 2025 FIRST Rating Indicator_details

SUMMARY :

The Financial Integrity Rating System of Texas (FIRST) is the State of Texas' financial accountability system developed by the Texas Education Agency (TEA) to evaluate the financial management practices of public schools. FIRST was established in 1999 and expanded in 2009 to include open-enrollment charter schools under Charter FIRST. The system is designed to promote sound financial management and accountability.

BACKGROUND AND DISCUSSION:

Charter FIRST ratings are determined using a worksheet consisting of 21 financial indicators, each measuring a specific aspect of financial health and management. Ratings are based on financial, staff, and student data for the applicable fiscal year and are calculated using information reported through audited financial statements, required TEA financial submissions, and the Public Education Information Management System (PEIMS).

Failure of any critical indicator (Indicators 1–5) results in an automatic Substandard Achievement rating, regardless of total points earned. Failure of any ceiling indicator results in an automatic Above Standard Achievement rating, with the score capped at 89 points.

Fiscal Year 2025 Charter FIRST Results

For Fiscal Year 2025, based on Fiscal Year 2024 data (September 2023 – June 2024), Westlake Academy received a Superior Achievement Rating, earning 92 out of 100 points.

The point deductions were attributable to the following indicators:

- **Indicator 7 – Days of Cash on Hand:**

Scored **4 out of 10 points** based on the sufficiency of cash and current investments to cover operating expenses.

- **Indicator 14 – Administrative Cost Ratio:**

Scored **8 out of 10 points** based on the comparison of administrative costs to the TEA-established threshold.

No critical or ceiling indicators failed.

Required Financial Management Disclosures

In addition to the annual Charter FIRST rating, Title 19 Texas Administrative Code (TAC), Chapter 109, Subchapter AA requires the submission of a Financial Management Report to the Board of Trustees. This report includes the following disclosures:

- The Head of School's (Superintendent's) current employment contract and any addenda;
- Reimbursements received and/or payments made on behalf of the Head of School and members of the Board of Trustees;
- Outside compensation or professional consulting fees received by the Head of School;
- Gifts received by the Head of School, executive officers, and Board members (including first-degree relatives, if applicable); and
- Business transactions between the charter school and members of the Board of Trustees.

FISCAL IMPACT:

There is no financial impact.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Conduct a public hearing and hold discussion regarding Westlake Academy's FIRST rating as necessary.

ACTION OPTIONS:

Conduct public hearing and hold discussion.

WESTLAKE ACADEMY



Charter FIRST

Financial Integrity Rating
System of Texas

2025 Charter FIRST Annual Financial Management Report
(Reviewing Data for Fiscal Year Ended June 30, 2024)

WESTLAKE ACADEMY

2025 Charter FIRST Annual Financial Management Report Reviewing Data for the Year Ended June 30, 2024

INTRODUCTION

FIRST is the acronym for **Financial Integrity Rating System of Texas**, as developed for the Texas school districts by the Texas Education Agency in response to Senate Bill 875 of the 76th Legislature in 1999. The primary goal of the rating is to achieve quality performance in the management of school district's financial resources. Open-enrollment charter schools were included in this rating system in 2009.

FINANCIAL ACCOUNTABILITY RATINGS

Under the FIRST system, the Texas Education Agency (TEA) assigns each school district and open-enrollment charter school a financial accountability rating based on a district's overall performance on certain financial measurements, ratios, and other indicators established by the Commissioner of Education.

Preliminary ratings are released by the Texas Education Agency every year in August. The Commissioner's Rules for Charter FIRST are contained in Title 19, Texas Administrative Code, Chapter 109, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System. There were changes in the Commissioner's Rule for Charter FIRST that were finalized in August 2018. The most substantive changes in August 2018 were implemented by the Texas Education Agency beginning with ratings year 2020-2021 based primarily on data from fiscal year 2020. During the phase-in period, the new Charter FIRST system has separate worksheets for rating years 2017-2018 through 2020-2021 as compared to subsequent years.

Going forward, the Commissioner of Education evaluates the rating system every three years and may modify the system to improve its effectiveness. Any changes made to the rating system are communicated to school districts/open-enrollment charter schools by TEA along with the effective dates of the changes.

REPORTING REQUIREMENTS

Reporting the FIRST rating to the public is a key component of the system. Under FIRST, each school district/open-enrollment charter school is required to prepare and make available an annual financial management report that includes the following:

- ✦ The district's financial management performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education for the state's new Financial Accountability System.
- ✦ The district's financial management performance under each indicator for the current and previous years' financial accountability ratings; and
- ✦ Additional information required by the Commissioner of Education.

The financial management report being issued at the Charter FIRST hearing must contain certain required disclosures, in accordance with Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating Systems. Under Chapter 109, the Commissioner required certain disclosures, as follows:

- ✦ A copy of the Head of School's (Superintendent's) current employment contract. The school district/open-enrollment charter school may publish the superintendent's employment contract on the district's internet site in lieu of publication in the annual financial management report. This must disclose all compensation and benefits paid to the superintendent.

The Head of School's employment contract is located on the Academy's website:

https://resources.finalsite.net/images/v1731608861/westlakeacademyorg/hdcba5vu2y0hwos4vqhy/HeadofSchoolContract_05202024.pdf

- ✦ A summary schedule for the fiscal year (12-month period) of total reimbursements received by the Head of School (Superintendent) and each board member, including transactions resulting from use of the school district's credit card(s), debit card(s), store-value card(s), and any other instruments to cover expenses incurred by the Head of School (Superintendent) and each board member. The summary schedule shall separately report reimbursements for meals, lodging, transportation, motor fuel, and other items (the summary schedule of total reimbursements is not to include reimbursements for supplies and materials that were purchased for the operation of the district).
- ✦ A summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services. The schedule shall separately report the amount received from each entity.
- ✦ A summary schedule for the fiscal year of the total dollar amount by the executive officers and board members of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year Code, Chapter 573, Subchapter B, as a person related to another person within the first degree by consanguinity or affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member duties, or matters related to attendance at education-related conferences and seminars whose primary purpose is to provide continuing education (this exclusion does not apply to trips for entertainment related purposes or pleasure trips). This reporting requirement excludes an individual gift or a series of gifts from a single outside entity that had an aggregate economic value of less than \$250 per executive officer or board member.
- ✦ A summary schedule for the fiscal year of the dollar amount by board members for the aggregate amount of business transactions with the district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.
- ✦ A public hearing must be held on the annual financial management report to afford interested parties the opportunity to comment on the report. The public hearing must be held within two months after receipt of the final financial accountability rating. The official notification from TEA was dated November 13, 2025.

The 2025 Charter FIRST rating was based on an analysis of financial data submitted to the Texas Education Agency for the 2023-2024 fiscal year. Twenty-one indicators were evaluated to determine the overall rating (*please note that indicator 10 was not rated for this time period*).

Westlake Academy received a Superior Achievement Rating for FY 2025 (FY24 data). The rating worksheet detailing the Academy's performance on each of the indicators as well as the explanations/calculations of the indicators is reflected on the remaining pages of this report. Information on the FIRST rating can be found on TEA's website at <https://tea.texas.gov/finance-and-grants/financial-accountability/financial-integrity-rating-system-of-texas-first/financial-integrity-rating-system-of-texas>.



Charter FIRST - Financial Integrity Rating System of Texas

2024-2025 Ratings Based on Fiscal Year 2024 Data

An Excel version of the table below is available upon request

Indicator Number		Indicator Description	Calculations	Score
Critical Indicators: +1 (if any fail, the school's rating is an automatic Substandard Achievement Rating, regardless of other points earned.) Ceiling Indicators: +2				
1	+1	Was the complete annual financial report (AFR) and charter school financial data submitted to TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? Audit Report Received Date: 11/15/2024	yes/no	yes
2	+1	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) Clean Audit: ✓	yes/no	yes
3	+1	Was the charter school in compliance with the payment terms of all debt agreements at fiscal-year end? (If the charter school was in default in a prior fiscal year, an exemption applies in following years if the charter school is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.) No Debt Defaults: ✓	yes/no	yes
4	+1 +2	Did the charter school make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? Warrant Hold: ✓ Cleared in 30 days: ✓ Timely Payments: ✓	yes/no	yes
5	+1 +2	Was the total net asset balance in the Statement of Financial Position for the charter school greater than zero? (If the charter school's change of students in membership over 5 years was 7 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have an average of 7 percent growth in students year over year until it completes its fifth year of operations. After the fifth year of operations, the calculation changes to the 7 percent increase in 5 years.)		yes
		A. Total net asset balance in the statement of financial position in the AFR:	(3,142,655)	
		B1. Pension Expense:	0	
		B2. Other Post Employment Benefits (OPEB):	1,484,624	

		B3. Net Pension Liability (NPL):	4,390,064	
		B. Pension Expense, OPEB, and NPL, as applicable:	5,874,688	
		C. Net Assets Threshold:	0	
		~ OR ~		
		D. Number of students in membership in year 5 from base year:	888	
		E. Number of students in membership in base year:	901	
		F. Threshold for percent change in students in membership:	7	
		G. Percent change of students in membership over 5 years:	-1.4428%	
		H. New charter school (open for less than 5 years from base year):	no	
6	+2	Was the average change in total net assets over 3 years less than a 25 percent decrease or did the current year total net asset balance exceed 75 days of operational expenses [(total expenses less depreciation) / 365] *75	pass/fail	pass
		A. Total Net Assets for Year 1 (three years prior to current year under review-FY20):	(3,025,239)	
		B. Total Net Assets for Year 2 (two years prior to current year under review-FY21):	(329,152)	
		C. Total Net Assets for Year 3 (one year prior to current year under review-FY22):	(3,450,477)	
		D. Total Net Assets for Year 4 (current year under review-FY23):	(3,142,655)	
		E. Total Expenditures (all funds)	10,865,191	
		F. Depreciation Expense	161,589	
		G. Average Change in Total Net Assets Over 3 years:	283.4167%	
		H. 75 Days of Operational Expenditures:	2,199,370	
		I. Current Year Total Net Assets > 75 Days of Operational Expenses:		
		Error in B: Amt s/b (3,071,158), G would equal 1.6492% change in net assets over 3 years		
7		Was the number of days of cash on hand and current investments for the charter school sufficient to cover operating expenses? The calculation will use expenses, excluding depreciation.	max points: 10	4
		A. Cash & Equivalents (all funds):	1,090,272	
		B. Current Investments:	0	
		C. Total Expenditures (all funds):	10,865,191	
		D. Depreciation Expense:	161,589	
		E. Pension Expense:	0	
		F. Days of Cash on Hand & Current Investments:	37.1790	

8	Was the measure of current assets to current liabilities ratio for the charter school sufficient to cover short-term debt?	max points: 10	10
	A. Current Assets:	2,534,650	
	B. Current Liabilities:	600,134	
	C. Current Assets to Current Liabilities Ratio:	4.2235	
	D. Threshold for Current Assets to Current Liabilities Ratio:	1	
9	Did the charter school's revenues equal or exceed expenses, excluding depreciation? If not, was the charter school's number of days of cash on hand greater than or equal to 40 days? The calculation will use expenses, excluding depreciation.	max points: 5	5
	A. Total Revenue (all funds/sources):	11,851,636	
	B. Total Expenses (all funds):	10,865,191	
	C. Depreciation:	161,589	
	D. Pension Expense, OPEB, and NPL, as applicable	0	
	E. Net Total Expenses	10,703,602	
	F. Total Revenue (A) >= Net Total Expenses (E)	yes	
	G. Days of Cash on Hand & Current Investments	37.1790	
10	<i>This indicator is not being evaluated.</i>	max points: 10	10
	<i>All charter schools will continue to receive 10 points on this indicator.</i>		
11	Was the ratio of long-term liabilities to total assets for the charter school sufficient to support long-term solvency? (If the charter school's change of students in membership over 5 years was 7 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have an average of 7 percent growth in students year over year until it completes its 5th year of operations. After the 5th year of operations, the calculation changes to the 7 percent increase in 5 years.)	max points: 10	10
	A. Long-Term Liabilities:	5,874,688	
	B1. Pension Expense:	0	
	B2. Other Post Employment Benefits (OPEB):	1,484,624	
	B3. Net Pension Liability (NPL):	4,390,064	
	B. Pension Expense, OPEB, and NPL, as applicable:	5,874,688	
	C. Total Assets:	2,728,555	
	D. Long-term Liabilities to Total Assets Ratio:	0	

	~ OR ~		
	E. Number of students in membership in year 5 from base year:	888	
	F. Number of students in membership in base year:	901	
	G. Threshold for percent change in students in membership:	7	
	H. Percent change of students in membership over 5 years:	-1.4428%	
	I. New charter school (Open for less than 5 years from base year)	no	
12	Was the debt service coverage ratio sufficient to meet the required debt service?	max points: 10	10
	A. Total Revenue (all funds/sources):	11,851,636	
	B. Total Expenses (all funds):	10,865,191	
	C. Depreciation:	161,589	
	D. Interest Amount:	0	
	E. Principal Amount:	0	
	F. Pension Expense:	0	
	G. Debt Service Coverage Ratio:		
13	Did the charter school have a debt-to-capitalization percentage that was reasonable for the charter school to continue operating?	max points: 5	5
	A. Long-Term Liabilities:	5,874,688	
	B. Total Net Assets	(3,142,655)	
	C. Debt to Capitalization Ratio:	215.0299%	
14	Was the charter school's administrative cost ratio equal to or less than the threshold ratio?	max points: 10	8
	Average Daily Attendance:	842.583	
	A. Admin Costs:	966,462	
	B. Other Costs:	5,955,154	
	C. Administrative Cost Ratio:	0.1623	
15	Did the charter school not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the charter school will automatically pass this indicator.)	max points: 10	10
	A1. Number of currently enrolled students:	888	
	A2. Number of current FTE Staff:	108.0014	
	B1. Number of students enrolled 3 years prior to the year under review:	877	

		B2. Number of FTE Staff 3 years prior to the year under review:	99.9570	
		C. Number of currently enrolled students:	888	
		D. Number of students enrolled 3 years prior to the year under review	877	
		E. Change in Ratio:	-6.2876%	
16		Was the charter school's actual average daily attendance (ADA) within 10 percent of the charter school's annual estimated ADA?	max points: 5	5
		A. Actual ADA:	842.583	
		B. Estimated ADA:	827.0230	
		C. Variance (%):	1.8814	
17	+2	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the charter school's AFR result in a total variance of less than 3 percent of all expenses by function?	pass/fail	pass
		A. Data Variance (Sum of Differences):	1,111,895	
		B. Total Expenses (all funds):	10,865,191	
		C. Total Variance	10.2336%	
		D. Threshold for percentage of Data Variance:	3	
18	+2	Did the external independent auditor report that the AFR was free from any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the charter school's ability to continue as a going concern? (The AICPA defines material weakness.) (Not) Material Weakness or Going Concern: ✓	pass/fail	pass
19		Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	yes (10)/no (0)	10
20		Did the charter school post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the charter school's fiscal-year end? (Not) Material Non-Compliance: ✓	max points: 5	5
21	+2	Did the charter school receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship? No adjusted repayment plan required	pass/fail	pass
			Weighted Sum	92
			Max Points (critical indicator 1)	yes
			FINAL RATING	A Superior Achievement



Did the charter school fail any of the critical indicators 1, 2, 3, 4, or 5 (parts 1 and 2)? If so, the charter school's rating is F = Substandard Achievement rating regardless of total points earned.	
Determine the rating by the applicable number of points.	Points
A = Superior Achievement	90-100
B = Above Standard Achievement	80-89
C = Meets Standard Achievement	0-69
<i>(The charter school receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, 4, or 5, in the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.)</i>	

Ceiling Indicators		
Did the charter school meet the criteria for any of the following ceiling indicators 4, 5, 6, 17, 18, or 21? If so, the charter school's applicable maximum points and rating are disclosed below.		
Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments): Was the charter school issued a warrant hold?	95	A = Superior Achievement
Indicator 5 (Total Net Assets): Negative total net assets and pass indicator based only on 7% or more increase in students in membership over 5 years	79	C = Meets Standard Achievement
Indicator 6 (Average Change in Total Net Assets): Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (PEIMS to AFR): Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 18 (Material Weaknesses): Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 21 (Adjusted repayment schedule for over-allocated FSP funds): Response to indicator is <i>No</i> .	70	C = Meets Standard Achievement
If the charter school's overall points earned is less than the maximum points allowed by the applicable ceiling indicator, the charter school will receive a rating based on the lesser points earned. If the charter school fails a critical indicator or the charter school's total number of points is equal to or less than 69 points, the charter school will receive an F = Substandard Achievement rating, regardless of any ceiling indicator criteria met.		



Per Title 19 Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(o), the five (5) disclosures listed below are required for the financial management report that is to be distributed at the Charter FIRST public hearing. All financial information related to the Head of School, the Board of Trustees, or the Academy Executive Staff are from the most current fiscal year ending June 30, 2024.

1. Head of School's (Superintendent's) current employment contract:

A copy of the Head of School's (Superintendent's) current employment contract at the time of the School FIRST hearing is to be provided.

The current Head of School assumes the responsibilities as per the contract, which is approved by the Board of Trustees. All salary/benefits and other forms of compensation are paid by Westlake Academy through the General Fund budget. No salary is paid through the Town of Westlake. The contract can be viewed on the Academy's website at:

https://resources.finalsite.net/images/v1731608861/westlakeacademyorg/hdcba5vu2y0hwos4vqhy/HeadofSchoolContract_05202024.pdf

2. Reimbursement received by the Head of School (Superintendent) and Board Members:

All "reimbursement" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

- Meals – Meals consumed out of town, and in geographic-boundary meals at area restaurants (outside of board meetings, excludes catered board meeting meals).
- Lodging – Hotel charges
- Transportation – Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls.)
- Motor fuel – gasoline
- Other – Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.
 - *Reimbursements and/or payments made on behalf of Dr. Kelly Ritchie during fiscal year 2025 totaled \$5,563.*
 - *Payments made on behalf of the Board of Trustees included the online governance training access provided by ESC Region 10 to meet the annual Charter Board Governance training requirement, totaled \$2,820.*
 - *Refer to the FIRST Rating Required Disclosures schedule for details.*

3. Outside compensation and/or fees received by the Superintendent for Professional consulting and/or other personal services.

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to charter school business.

There were no compensation and/or fees received by the Head of School for Professional Consulting and/or other personal services during the fiscal year 2024-2025.

4. Gifts received by Executive Officers and Board Members (and first-degree relatives, if any) gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

An executive officer is defined as “the superintendent” unless the board of trustees or the charter school administration names additional staff under the classification for local officials.

There were no gifts received by Executive Officers and Board Members (and first-degree relatives) during the fiscal year 2024-2025.

5. Business transactions between Charter School and Board Members

The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

There were no business transactions between Westlake Academy and Board Members during the fiscal year 2024-2025.



Accounting: A standard school fiscal accounting system must be adopted and installed by the board of trustees of each school. The accounting system must conform to generally accepted accounting principles. This accounting system must also meet at least the minimum requirements prescribed by the state board of education, subject to review and comment by the state auditor.

All Funds: A school's accounting system is organized and operated on a fund basis where each fund is a separate fiscal entity in the school much the same as various corporate subsidiaries are fiscally separate in private enterprise. All Funds refers to the combined total of all the funds listed below:

- The General Fund
- Special Revenue Funds (Federal Programs, Federally Funded Shared Services, State Programs, Shared State/Local Services, Local Programs)
- Debt Service Funds
- Capital Projects Funds

Assigned Fund Balance: The assigned fund balance represents tentative plans for the future use of financial resources. Assignments require executive management (if approved per board policy to assign this responsibility to executive management) action to earmark fund balance for bona fide purposes that will be fulfilled within a reasonable period of time. The assignment and dollar amount for the assignment may be determined after the end of the fiscal year when final fund balance is known.

Auditing: Accounting documents and records must be audited annually by an independent auditor. TEA is charged with review of the independent audit of the local education agencies.

Beginning Fund Balance: The fund balance on the first day of a new fiscal year. For most schools this is equivalent to the fund balance at the end of the previous fiscal year.

Budget: The projected financial data for the current school year. Budget data are collected for the General Fund, Food Service Fund, and Debt Service Fund.

Budgeting: Not later than August 20th of each year, the superintendent (or designee) must prepare a budget for the school if the fiscal year begins on September 1st. (For those schools with fiscal years beginning July 1, this date would be June 19.) The legal requirements for funds to be budgeted are included in the Budgeting module of the TEA Resource Guide. The budget must be adopted before expenditures can be made, and this adoption must be prior to the setting of the tax rate for the budget year. The budget must be itemized in detail according to classification and purpose of expenditures and must be prepared according to the rules and regulations established by the state board of education. The adopted budget, as necessarily amended, shall be filed with TEA through the Public Education Information Management System (PEIMS) as of the date prescribed by TEA.

Capital Outlay: This term is used as both a Function and an Object. Expenditures for land, buildings, and equipment are covered under the object, Capital Outlay. The amount spent on acquisitions, construction, or major renovation of school facilities are reported under the function, Capital Outlay.

¹*Glossary is provided by the Texas Education Agency (TEA) for independent school districts. Some of the information may not pertain to Westlake Academy.*

Cash: The term, as used in connection with cash flows reporting, includes not only currency on hand, but also demand deposits with banks or other financial institutions. Cash also includes deposits in other kinds of accounts or cash management pools that have the general characteristics of demand deposit accounts in that the governmental enterprise may deposit additional cash at any time and also effectively may withdraw cash at any time without prior notice or penalty.

Committed Fund Balance: The committed fund balance represents constraints made by the board of trustees for planned future use of financial resources through a resolution by the board, for various specified purposes including commitments of fund balance earned through campus activity fund activities. Commitments are to be made as to purpose prior to the end of the fiscal year. The dollar amount for the commitment may be determined after the end of the fiscal year when final fund balance is known.

Debt Service: The function, Debt Service, is a major functional area that is used for expenditures that are used for the payment of debt principal and interest. Expenditures that are for the retirement of general obligation bonds, capital lease principal, and other debt, related debt service fees, and for all debt interest fall under this function. The object, Debt Service, covers all expenditures for debt service.

Deferred Revenue: Resource inflows that do not yet meet the criteria for revenue recognition. Unearned amounts are always reported as deferred revenue. In governmental funds, earned amounts also are reported as deferred revenue until they are available to liquidate liabilities of the current period.

Ending Fund Balance: The amount of unencumbered surplus fund balance reported by the School at the end of the specified fiscal year. For most schools, this will be equivalent to the fund balance at the beginning of the next fiscal year.

Excess (Deficiency): Represents receivables due (excess) or owed (deficiency) at the end of the school year.

Federal Revenues: Revenues paid either directly to the district or indirectly through a local or state government entity for federally subsidized programs including the School Breakfast Program, National School Lunch Program, and School Health and Related Services Program. This amount is recorded as Revenue Object 5900.

Fiscal Year: A period of 12 consecutive months legislatively selected as a basis for annual financial reporting, planning, and budgeting. The fiscal year may run September 1 through August 31 or July 1 through June 30.

Foundation School Program (FSP) Status: Is the shared financial arrangement between the state and the school, where property taxes are blended with revenues from the state to cover the cost of basic and mandated programs. The nature of this arrangement falls in one of the following status categories: Regular, Special Statutory, State Administered, Education Service Center, or Open Enrollment Charter School.

FTE: Full-Time Equivalent (FTE) measures the extent to which one individual or student occupies a fulltime position or provides instruction, e.g., a person who works four hours a day or a student that attends a half of a day represents a .5 FTE.

Function: Function codes identify the expenditures of an operational area or a group of related activities. For example, in order to provide the appropriate atmosphere for learning, schools transport students to school, teach students, feed students, and provide health services. Each of these activities is a function. The major functional areas are:

- Instruction and Instructional-Related Services
- Instructional and School Leadership
- Support Services – Student
- Administrative Support Services

- Support Services - Non-Student Based
- Ancillary Services
- Debt Service
- Capital Outlay
- Intergovernmental Charges

Fund Balance: The difference between assets and liabilities reported in a governmental fund.

General Administration: The amount spent on managing or governing the school as an overall entity.

General Fund: This fund finances the fundamental operations of the School in partnership with the community. All revenues and expenditures not accounted for by other funds are included. This is a budgeted fund, and any fund balances are considered resources available for current operations.

Instruction: The amount spent on direct classroom instruction and other activities that deliver enhance or direct the delivery of learning situations to students regardless of location or medium.

Local & Intermediate Revenues: All revenues from local taxes and other local and intermediate revenues. For specifics, see the definitions for Local Tax and Other Local & Intermediate Revenues. This amount is recorded under Object 5700.

Modified Opinion: Term used in connection with financial auditing. A modification of the independent auditor's report means there exists one or more specific exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained therein according to generally accepted accounting principles.

Non-Spendable Fund Balance: The portion of fund balance that is in non-liquid form, including inventories, prepaid items, deferred expenditures, long-term receivables, and encumbrances (if significant). Non-spendable fund balance may also be in the form of an endowment fund balance that is required to remain intact.

Object: An object is the highest level of accounting classification used to identify either the transaction posted or the source to which the associated monies are related. Each object is assigned a code that identifies in which of the following major object groupings it belongs:

- Assets
- Liabilities
- Fund Balances
- Revenue
- Expenditures/Expenses
- Other Resources/Non-Operating Revenue/Residual Equity Transfers In
- Other Uses/Non-Operating Revenue/Residual Equity Transfers Out

Operating Expenditures: A wide variety of expenditures necessary to a school's operations fall into this category with the largest portion going to payroll and related employee benefits and the purchase of goods and services.

Operating Expenditures/Student: Total operating expenditures divided by the total number of enrolled students.

Operating Revenues and Expenses: Term used in connection with the proprietary fund statement of revenues, expenses, and changes in net assets. The term is not defined as such in the authoritative accounting and financial reporting standards, although financial statement preparers are advised to consider the definition of operating activities for cash flows reporting in establishing their own definition.

Other Local & Intermediate Revenues: All local and intermediate revenues NOT from local real and personal property

taxes including:

- Revenues Realized as a result of services rendered to other schools
- Tuition and Fees
- Rental payments, interest, investment income
- Sale of food and revenues from athletic and extra/co-curricular activities
- Revenues from counties, municipalities, utility districts, etc.

Other Operating Costs: Expenditures necessary for the operation of the school that are NOT covered by Payroll Costs, Professional and Contracted Services, Supplies and Materials, Debt Services, and Capital Outlay fall into this category and include travel, insurance and bonding costs, election costs, and depreciation. This amount is recorded as Expenditure/Expense Object 6400.

Other Resources: This amount is credited to total actual other resources or non-operating revenues received or residual equity transfers in. This amount is recorded under Object 7020.

Payroll: Payroll costs include the gross salaries or wages and benefit costs for services or tasks performed by employees at the general direction of the school. *(NOTE: Payroll amounts do not include salaries for contract workers employed by outsource companies, e.g., for child nutrition and maintenance. Therefore, this figure will vary significantly between schools that use contract workers and those that do not.)*

PEIMS: Public Education Information Management System, a state-wide data management system for public education information in the State of Texas. One of the basic goals of PEIMS, as adopted by the State Board of Education in 1986, is to improve education practices of local schools. PEIMS is a major improvement over previous information sources gathered from aggregated data available on paper reports. Schools submit their data via standardized computer files. These are defined in a yearly publication, the *PEIMS Data Standards*.

Plant Maintenance & Operations: The amount spent on the maintenance and operation of the physical plant and grounds and for warehousing.

Refined ADA: Refined Average Daily Attendance (also called RADA) is based on the number of days of instruction in the school year. The aggregate eligible day's attendance is divided by the number of days of instruction to compute the refined average daily attendance.

Restricted Fund Balance: This is the portion of fund balance that has externally enforceable constraints made by outside parties

Revenues: Any increase in a school's financial resources from property taxes, foundation fund entitlements, user charges, grants, and other sources. Revenues fall into the three broad sources of revenues: Local & Intermediate, State, and Federal.

School Year: The twelve months beginning July 1 of one year and ending June 30 of the following year or beginning September 1 and ending August 31. Schools now have two options.

Special Revenue Fund: A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditures for specified purposes.

State Revenues: Revenues realized from the TEA, other state agencies, shared services arrangements, or allocated on the basis of state laws relating to the Foundation School Program Act. This amount is recorded as Revenue Object 5800.

Unassigned Fund Balances: Available expendable financial resources in a governmental fund that are not the object of tentative management plans (i.e., committed or assigned). One primary criterion of rating agencies for school bonds is

the relative amount of unassigned fund balance. Bond rating agencies view unassigned fund balances as a reflection of the financial strength of school and show concern when school fund balances decrease.

Unmodified Opinion: Term used in connection with financial auditing. An unmodified independent auditor's opinion means there are no stated exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained according to generally accepted accounting principles.

Unrestricted Net Asset Balance: Unrestricted net asset balance refers to the portion of total net assets that is neither invested in capital assets nor restricted.

WADA: Weighted Average Daily Attendance (WADA) is used to measure the extent students are participating in special programs. The concept of WADA in effect converts all of a school's students with their different weights to a calculated number of regular students required to raise the same amount of revenue. The greater the number of students eligible for special entitlements, the greater a school's WADA will be.

Charter FIRST Annual Financial Management Report WESTLAKE ACADEMY CHARTER SCHOOL

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(q) effective 8/1/2018. The template has been established to help the charter schools in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Head of School's (Superintendent's) Current Employment Contract

A copy of the Head of School's (Superintendent's) current employment contract: The school district/open enrollment charter school may publish the superintendent's employment contract on the district's internet site in lieu of publication in the annual financial management report. This must disclose all compensation and benefits paid to the superintendent. If published on the Internet, the contract is to remain accessible for twelve

- The Superintendent's contract, effective May 28th, 2024 is located on the Academy's web site:
https://resources.finalsite.net/images/v1731608861/westlakeacademyorg/hdcba5vu2y0hwos4vqhy/HeadofSchoolContract_05202024.pdf

Reimbursements Received by the Head of School (Superintendent) and Board of Trustee Members For the Twelve-Month Period Ending August 31, 2025

Description of Reimbursements	Mayor Pro-						
	HOS Ritchie	Mayor Greaves	Tem Reeves	Board Mbr Yackira	Board Mbr Duane	Board Mbr Smith	Board Mbr Gautier
Prof Training/Events	\$2,135	\$470	\$470	\$470	\$470	\$470	\$470
Lodging	\$2,413	\$0	\$0	\$0	\$0	\$0	\$0
Transportation	\$402	\$0	\$0	\$0	\$0	\$0	\$0
Meals	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Motor Fuel	\$135	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$478	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$5,563	\$470	\$470	\$470	\$470	\$470	\$470

All reimbursement expenses or payments on-behalf, regardless of the manner of payment, including direct pay, credit card, cash, and purchase orders are to be reported. This does not include salary and benefits. Items to be reported per category include:

Professional development: Memberships to professional organizations, registrations for conferences, webinars, and in-person training. Online governance training access is provided to each board member through ESC Region 10 to meet the annual Charter Board Governance training requirements.

Lodging: Hotel accommodations.

Transportation: Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking, and tolls).

Meals: Meals consumed out of town, and in geographic-boundary meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Charter FIRST Annual Financial Management Report WESTLAKE ACADEMY CHARTER SCHOOL

Motor fuel: Gasoline, specifically for rental vehicles.

Other: Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf) of the Head of School (Superintendent) and board members not defined above.

Outside Compensation and/or Fees Received by the Head of School (Superintendent) for Professional Consulting and/or Other Personal Services For the Twelve-Month Period Ending August 31, 2025

Name(s) of Entity(ies)
none

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to charter school business.

Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) and/or gifts that had an economic value of \$250 or more in the aggregate in the fiscal year For the Twelve-Month Period Ending August 31, 2025

	HOS Ritchie	Mayor Greaves	Mayor Pro- Tem Reeves	Board Mbr Yackira	Board Mbr Duane	Board Mbr Smith	Board Mbr Gautier
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Note – An executive officer is defined as the Superintendent, unless the Board of Trustees or the charter school administration names additional staff under this classification for local officials.

Business Transactions Between Charter School and Board Members For the Twelve-Month Period Ending August 31, 2025

	HOS Ritchie	Mayor Greaves	Mayor Pro- Tem Reeves	Board Mbr Yackira	Board Mbr Duane	Board Mbr Smith	Board Mbr Gautier
Amounts	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Note – The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

Indicator

5
10

Ceiling indicator not activated
Continues to be on hold

School FIRST Template for rating year 2024-2025

This template is for ratings year 2024-2025 and is based on data for fiscal year 2024 (school year 2023-2024).

This template is based upon current understanding and interpretations on School FIRST indicators

[TEA School FIRST Web Page](#)

Indicator Number		Indicator Description	Calculations	Score
Critical Indicators: +1 (if any fail, the school's rating is an automatic Substandard Achievement Rating, regardless of other points earned.)				
Ceiling Indicators: +2				
1	+1	Was the complete annual financial report (AFR) and charter school financial data submitted to TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	yes/no	yes
2	+1	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	yes/no	yes
3	+1	Was the charter school in compliance with the payment terms of all debt agreements at fiscal year end? (If the charter school was in default in a prior fiscal year, an exemption applies in following years if the charter school is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	yes/no	yes
4	+1	Did the charter school make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	yes/no	yes
5	+1 +2	Was the total net asset balance in the Statement of Financial Position for the charter school greater than zero? (If the charter school's change of students in membership over 5 years was 7 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have an average of 7 percent growth in students year over year until it completes its fifth year of operations. After the fifth year of operations, the calculation changes to the 7 percent increase in 5 years.) Ceiling not activated		pass
		A. Total net asset balance in the statement of financial position in the AFR:	(3,142,655)	
		B1. Pension Expense:	-	
		B2. Other Post Employment Benefits (OPEB):	1,484,624	
		B3. Net Pension Liability (NPL):	4,390,064	
		B. Pension Expense, OPEB, and NPL, as applicable:	5,874,688	
		C. Net Assets Threshold:	-	
		~ OR ~		
		D. Number of students in membership in year 5 from base year:	888	
		E. Number of students in membership in base year:	901	
		F. Threshold for percent change in students in membership:	7	
		G. Percent change of students in membership over 5 years:	-1.4428%	
		H. New charter school (open for less than 5 years from base year):	no	
6	+2	Was the average change in total net assets over 3 years less than a 25 percent decrease or did the current year total net asset balance exceed 75 days of operational expenses $[(\text{total expenses less depreciation}) / 365] * 75$	pass/fail	pass
		A. Total Net Assets for Year 1 (three years prior to current year under review-FY20):	(3,025,239)	
		B. Total Net Assets for Year 2 (two years prior to current year under review-FY21):	(329,152)	*
		C. Total Net Assets for Year 3 (one years prior to current year under review-FY22):	(3,450,477)	
		D. Total Net Assets for Year 4 (current year under review-FY23):	(3,142,655)	
		E. Total Expenditures (all funds)	10,865,191	
		F. Depreciation Expense	161,589	
		G. Average Change in Total Net Assets Over 3 years:	283.42%	
		H. 75 Days of Operational Expenditures:	2,199,370	
		I. Current Year Total Net Assets > 75 Days of Operational Expenses:		
7		Was the number of days of cash on hand and current investments for the charter school sufficient to cover operating expenses? The calculation will use expenses, excluding depreciation.	max points: 10	4
		A. Cash & Equivalents (all funds):	1,090,272	
		B. Current Investments:	-	
		C. Total Expenditures (all funds):	10,865,191	
		D. Depreciation Expense:	161,589	
		E. Pension Expense:	-	
		F. Days of Cash on Hand & Current Investments:	37.1790	
8		Was the measure of current assets to current liabilities ratio for the charter school sufficient to cover short-term debt?	max points: 10	10
		A. Current Assets:	2,534,650	
		B. Current Liabilities:	600,134	
		C. Current Assets to Current Liabilities Ratio:	4.2235	

	D. Threshold for Current Assets to Current Liabilities Ratio:	1	
9	Did the charter school's revenues equal or exceed expenses, excluding depreciation? If not, was the charter school's number of days of cash on hand greater than or equal to 40 days? The calculation will use expenses, excluding depreciation.	max points: 5	5
	A. Total Revenue (all funds/sources):	11,851,636	
	B. Total Expenses (all funds):	10,865,191	
	C. Depreciation:	161,589	
	D. Pension Expense, OPEB, and NPL, as applicable	-	
	E. Net Total Expenses	10,703,602	
	F. Total Revenue (A) >= Net Total Expenses (E)	yes	
	G. Days of Cash on Hand & Current Investments	37.1790	
10	<i>This indicator is not being evaluated.</i>	max points: 10	10
	<i>All charter schools will continue to receive 10 points on this indicator.</i>		
11	Was the ratio of long-term liabilities to total assets for the charter school sufficient to support long-term solvency? (If the charter school's change of students in membership over 5 years was 7 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have an average of 7 percent growth in students year over year until it completes its 5th year of operations. After the 5th year of operations, the calculation changes to the 7 percent increase in 5 years.)	max points: 10	10
	A. Long-Term Liabilities:	5,874,688	
	B1. Pension Expense:	-	
	B2. Other Post Employment Benefits (OPEB):	1,484,624	
	B3. Net Pension Liability (NPL):	4,390,064	
	B. Pension Expense, OPEB, and NPL, as applicable:	5,874,688	
	C. Total Assets:	2,728,555	
	D. Long-term Liabilities to Total Assets Ratio:	-	
	~ OR ~		
	E. Number of students in membership in year 5 from base year:	888	
	F. Number of students in membership in base year:	901	
	G. Threshold for percent change in students in membership:	7	
	H. Percent change of students in membership over 5 years:	-1.4428%	
	I. New charter school (Open for less than 5 years from base year)	no	
12	Was the debt service coverage ratio sufficient to meet the required debt service?	max points: 10	10
	A. Total Revenue:	11,851,636	
	B. Total Expenses:	10,865,191	
	C. Depreciation:	161,589	
	D. Interest Amount:	-	
	E. Principal Amount:	-	
	F. Pension Expense:	-	
	G. Debt Service Coverage Ratio:	#DIV/0!	
13	Did the charter school have a debt-to-capitalization percentage that was reasonable for the charter school to continue operating?	max points: 5	5
	A. Long-Term Liabilities:	5,874,688	
	B. Total Net Assets	(3,142,655)	
	C. Debt to Capitalization Ratio:	215.0299	
14	Was the charter school's administrative cost ratio equal to or less than the threshold ratio?	max points: 10	8
	Average Daily Attendance:	842.583	
	A. Admin Costs:	966,462	
	B. Other Costs:	5,955,154	
	C. Administrative Cost Ratio:	0.1623	
15	Did the charter school not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the charter school will automatically pass this indicator.)	max points: 10	10
	A1. Number of currently enrolled students:	888	
	A2. Number of current FTE Staff:	108.0014	
	B1. Number of students enrolled 3 years prior to the year under review:	877	
	B2. Number of FTE Staff 3 years prior to the year under review:	99.9570	
	C. Number of currently enrolled students:	888	
	D. Number of students enrolled 3 years prior to the year under review	877	
	E. Change in Ratio:	-6.2876%	
16	Was the charter school's actual average daily attendance (ADA) within 10 percent of the charter school's annual estimated ADA?	max points: 5	5
	A. Actual ADA:	842.583	
	B. Estimated ADA:	827.023	
	C. Variance (%):	1.8814%	

17	+2	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the charter school's AFR result in a total variance of less than 3 percent of all expenses by function?	pass/fail	pass
		A. Data Variance (Sum of Differences):	1,111,895	
		B. Total Expenses (all funds):	10,865,191	
		C. Total Variance	10.2336%	
		D. Threshold for percentage of Data Variance:	3	
18	+2	Did the external independent auditor report that the AFR was free from any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the charter school's ability to continue as a going concern? (The AICPA defines material weakness.)	pass/fail	pass
19		Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	yes (10)/no (0)	10
20		Did the charter school post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the charter school's fiscal year end?	max points: 5	5
21	+2	Did the charter school receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	pass/fail	pass

Total Points 92

Ceiling Indicators (a district may not receive more than the points indicated)

Ceiling Points for indicator 7	4
Ceiling Points for indicator 8	10
Ceiling Points for indicator 9	5
Ceiling Points for indicator 10	10
Ceiling Points for indicator 11	10
Ceiling Points for indicator 12	10
Ceiling Points for indicator 13	5
Ceiling Points for indicator 14	8
Ceiling Points for indicator 15	10
Ceiling Points for indicator 16 (not evaluated)	5
Ceiling Points for indicator 19	10
Ceiling Points for indicator 20	5
Were all critical indicators passed?	Yes

Grade A

Superior Achievement



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.1.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding WA Resolution 26-01 adopting the Westlake Academy Academic Calendar for School Year 2026-2027. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. WA Res 26-01 WA ACADEMIC CALENDAR SY 2026-2027
2. 2026-2027 School Calendar Final Version - Final Polished 2026-2027 Late Start Wedn (1)

SUMMARY :

The Westlake Academy Administrative Team has reviewed and is proposing the approval of the 2026-2027 Academic Calendar.

BACKGROUND AND DISCUSSION:

Each year the Westlake Academy Administrative team prepares the Academic Calendar for the upcoming school year. The proposed Academic Calendar for the 2026-2027 School Year is attached for consideration of approval and adoption by the Board of Trustees.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends that the Board approve WA Resolution 26-01 as presented to adopt the Westlake Academy Academic Calendar for School Year 2026-2027.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

WESTLAKE ACADEMY

WA RESOLUTION NO. 26-01

**A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES
ADOPTING THE WESTLAKE ACADEMY ACADEMIC CALENDAR FOR SCHOOL
YEAR 2026-2027**

WHEREAS, Westlake Academy's mission is to provide students with an internationally minded education of the highest quality, so they are well- balanced life-long learners; and

WHEREAS, The Academy's Academic Calendar is one of the tools that the Academy utilizes to fulfill this mission; and

WHEREAS, Approving the Westlake Academy Academic Calendar for School Year 2026-2027 is necessary in order for the Academy to be in compliance with State attendance requirements; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the students, their parents, and the 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 hereby approves and adopts the Westlake Academy Academic Calendar for School Year 2026-2027 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.

PASSED AND APPROVED ON THIS 17th DAY OF FEBRUARY 2026.

Kim Greaves, Board President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet Bubert, School Attorney



Westlake Academy
Academic Calendar 2026-2027



August 2026

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					20

September 2026

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						21

October 2026

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						16

December 2026

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						14

January 2027

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					19

February 2027

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
						19

March 2027

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						18

April 2027

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					22

May 2027

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					17

June 2027

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- First / Last Day of School
- Holiday/No School
- Professional Day - Student Holiday
- Teacher Work Day
- Half Day - All School
- Student Half Days/Teacher Work Days **MYP/D**
- Bad Weather Day
- Senior Commencement TBC
- Late Start Wednesdays
- PYP Conference - No School PYP Only
- Semester Exams / Assessments
- # of teacher contract days in the month

August

- August 3: August 4 New Hire Days
- August 4: Returning Teachers Classroom Day
- August 5-12: Teachers PD

August 13: First Day of School

September

- September 7: Labor Day (No School)

October

- October 12: Columbus day (No School)
- October 13: Teacher PD Day (No School)
- October 14: PYP Conference Day (No School -PYP Only)

November

- November 9: Teacher PD Day (No School)
- November 20 Grandparents Day (PYP) - HALF DAY All School
- November 23-27: Thanksgiving Break

December

- December 16-17: Students Half Day/PM Teacher Work Day - **MYP/DP Only**
- December 18: Teacher PD Day (No School)
- December 21-31: Winter Break

January

- January 1: Winter Break
- January 4: Teacher PD Day (No School)
- January 5: First Day of Semester 2 for Students
- January 18: Martin Luther King Day (No School)

February

- February 15: President's day (No School)

March

- March 12: Teacher PD Day (No School) or Bad Weather Day if Necessary
- March 15-19: Spring Break
- March 26: Teacher PD (No School) or Bad Weather Day if Necessary

April

- April 19: Teacher PD Day (No School)

May

- May 3-19: EOY Testing window
- May 21: Last Day of School - Half Day for PYP only
- May 31: Memorial Day

June

- June 1 - 2: Teacher PD/Work Day



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.2.
FROM: Kelly Ritchie, Head of School, Darcy McFarlane, Director of Accountability, Westlake Academy
SUBJECT: Discuss, consider and act regarding WA Resolution 26-02 to approve submission of a Missed School Day Waiver Application to the Texas Education Agency (TEA). (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. WA Res 26-02 for Bad Weather Waiver Days

SUMMARY :

Westlake Academy is requesting Board approval to submit an application to the Texas Education Agency for a Missed School Day Waiver for two of the four missed school days from 1/26/26 through 1/29/26. This waiver will allow the school to meet the required number of student educational minutes without having to add additional days to the approved school calendar. Westlake Academy has enough minutes built into 2025-2026 school year calendar to cover the first two missed days of school. (Dr. Kelly Ritchie, Head of School)

BACKGROUND AND DISCUSSION:

During the 2025–2026 school year, the Academy missed a total of four instructional days due to inclement weather from January 26 through January 29. As required by TEA, the Academy’s 2025–2026 academic calendar was developed with additional instructional time built in to accommodate two missed days.

According to TEA guidance, districts and open-enrollment charter schools may request a waiver for instructional days missed beyond the first two days. Westlake Academy is seeking approval to apply for a waiver for the additional two days missed due to inclement weather on January 28 and January 29.

Prior to submitting a waiver request, TEA requires approval from the Board of Trustees. Approval of this agenda item will authorize the Academy to submit the waiver application. Charter schools must provide a minimum of 75,600 instructional minutes to receive full funding from TEA. With the requested waiver, the Academy will meet the required instructional minutes without the need to make up the additional two missed instructional days.

FISCAL IMPACT:

There is no financial impact.

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Staff recommends approval

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

WESTLAKE ACADEMY

WA RESOLUTION 26-02

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING AN APPLICATION TO THE TEXAS EDUCATION AGENCY (TEA) FOR A WAIVER FOR MISSED SCHOOL DAYS FOR THE 2025-2026 SCHOOL YEAR.

WHEREAS, Westlake Academy’s mission is to support students as they become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world; and

WHEREAS, The Texas Education Agency (TEA) permits school districts and open-enrollment charter schools to request a Missed School Day Waiver for instructional days missed due to inclement weather, health, safety-related, or other qualifying events; and

WHEREAS, Westlake Academy experienced four missed instructional days due to inclement weather from January 26, 2026, through January 29, 2026 and TEA requires that the first two missed instructional days be made up through designated makeup days or additional instructional minutes; and

WHEREAS, Westlake Academy’s academic calendar includes sufficient instructional minutes to cover the first two missed instructional days in compliance with TEA requirements; 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 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 Board of Trustees of Westlake Academy hereby approves the application for Bad Weather Day Waivers for the 2025-2026 school year.

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 17TH DAY OF FEBRUARY, 2026.

Kim Greaves, Board President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.3.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding WA Resolution 26-03 to approve contracting with Technology Lab to provide Information Technology services to Westlake Academy and authorizing the Head of School to execute the agreement for same. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. WA Res 26-03 Technology Lab Agreement Approval
2. Quote 6257 v8 Westlake Academy Charter School

SUMMARY :

Westlake Academy's technology environment has grown significantly in complexity as the Academy has expanded academically, operationally, and technologically. The current structure presents challenges related to network reliability, security, scalability, and the need for a long-term strategic technology partner with education-specific expertise.

To address these challenges, Academy leadership engaged Technology Lab to conduct an assessment and propose a comprehensive managed IT services model tailored specifically for K–12 educational environments. Technology Lab specializes in school-focused IT support and brings extensive experience working with charter schools, including network design, cybersecurity, device management, and E-Rate strategy.

BACKGROUND AND DISCUSSION:

Contracting with Technology Lab will allow Westlake Academy to transition from a reactive IT model to a proactive, strategic approach that aligns technology infrastructure with instructional and operational priorities. Key benefits of the proposed partnership include:

- Education-Focused IT Expertise: Deep understanding of K–12 school operations, instructional technology needs, and compliance considerations.

- Improved Network Reliability and Security: 24/7 monitoring, proactive maintenance, cybersecurity best practices, and recommendations to eliminate single points of failure through cloud-based solutions.
- Dedicated Support and Leadership Visibility: A school-focused help desk, dedicated client relations manager, and regular technology business reviews to provide transparency, accountability, and strategic planning.
- Operational Efficiency: Streamlined onboarding and offboarding, device management for faculty and students, vendor management, and standardized support protocols.
- Strategic Planning and Financial Stewardship: Development of a long-term technology roadmap, procurement strategy, and guidance in leveraging the E-Rate program to offset infrastructure costs.

This partnership will allow campus leadership to focus on teaching, learning, and student experience while ensuring the Academy’s technology systems are secure, scalable, and aligned with best practices.

FISCAL IMPACT:

The financial terms of the agreement, including managed service fees and projected infrastructure investments, are outlined in the attached proposal. Costs will be incorporated into the Academy’s operating budget and offset, where applicable, through E-Rate reimbursements and improved financial clarity related to IT services.

LEGAL REVIEW:

RECOMMENDATION:

Administration recommends approval of this item to establish a strategic, education-focused IT partnership that strengthens Westlake Academy’s technology infrastructure, improves security and reliability, and supports the Academy’s long-term operational and instructional goals.

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. 26-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTLAKE ACADEMY APPROVING A CONTRACT WITH TECHNOLOGY LAB TO PROVIDE MANAGED INFORMATION TECHNOLOGY SERVICES TO WESTLAKE ACADEMY AND AUTHORIZING THE HEAD OF SCHOOL TO EXECUTE THE AGREEMENT FOR SAME.

WHEREAS, Westlake Academy is an open-enrollment public charter school committed to providing a high-quality educational environment supported by secure, reliable, and modern technology systems; and,

WHEREAS, Westlake Academy's technology environment has grown significantly in complexity as the Academy has expanded academically, operationally, and technologically and,

WHEREAS, the Academy has identified ongoing challenges related to network reliability, cybersecurity, scalability, and the need for a long-term strategic technology partner with education-specific expertise; and

WHEREAS, Academy leadership engaged **Technology Lab** to conduct an assessment and propose a comprehensive managed IT services model tailored specifically for K–12 educational environments; and

WHEREAS, Technology Lab specializes in school-focused IT support, including network design, cybersecurity, device management, and E-Rate strategy; and

WHEREAS, contracting with Technology Lab will allow Westlake Academy to transition from a reactive IT support model to a proactive, strategic approach aligned with instructional and operational priorities; and

WHEREAS, the proposed partnership is expected to provide benefits including improved network reliability and security, dedicated support services, operational efficiency, and long-term technology planning and financial stewardship; and

WHEREAS, the financial terms of the agreement are outlined in **Quote #6257 v8**, including a one-time onboarding fee and monthly managed service fees, and such costs will be incorporated into the Academy's operating budget and offset where applicable through E-Rate reimbursements; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of Westlake Academy and supports the Academy's long-term operational and instructional goals.

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

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 Westlake Academy Board of Trustees does hereby approve contracting with Technology Lab to provide managed Information Technology services to Westlake Academy, as described in the attached proposal.

SECTION 3: That the Head of School, Dr. Kelly Ritchie is hereby authorized and directed to execute all necessary agreements and related documents for these services, including:

- A one-time onboarding fee in the amount of \$11,000.00, and
- Ongoing monthly managed service fees in an amount of \$22,175.90, consistent with Quote #6257 v8, attached hereto as Exhibit "A."

SECTION 4: Any actions previously taken by the Head of School or administration to negotiate or initiate this agreement are hereby ratified and approved.

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 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 7TH DAY OF FEBRUARY 2026.

Kim Greaves, Board President

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

01/08/2026

Westlake Academy - Managed Services Quote



Prepared by:

Connor O'Neill

Prepared for:

Westlake Academy Charter School

Contact number: 615.784.8000

Address: 21 Cleveland Avenue, Nashville 37210

Email: connor.oneill@technologylab.com

Website: www.technologylab.com



TechnologyLab
21 Cleveland Avenue
Nashville, TN 37210
United States

T: 615.784.8000

Quote #	6257 v8
Date	01/08/2026
Expires	02/28/2026
Contact	Connor O'Neill

Prepared for Westlake Academy Charter School
Kelly Ritchie
1400 Creek Crest
McKinney, TX 75071
United States

T: +19724674113
E: kritchier@westlakeacademy.org

ACCEPT QUOTE

Westlake Academy - Managed Services Quote

Managed Services

Monthly Fees

Item	Qty	Price	Total
Managed User - EDU	110	\$85.00	\$9,350.00
Support: - Unlimited Remote Control Support - Unlimited Onsite Support - Microsoft / Apple Application Support - Zero Touch Deployment for New Machines - Management of Device Imaging and Enrollment - G-Suite & O365 Management - Vendor Management - Network Support & Troubleshooting Maintenance - Online Trouble Ticket Management - Online License Management - Desktop Optimization & Management - Spyware and Adware Removal - VPN Client Management Security: - Patch & MacOS Management - Antivirus Software Management & Update - Malwarebytes Enterprise Included - Mobile Device Management - Implement Recommended Best Security Practices			
Network Management - Leased	110	\$30.00	\$3,300.00
Managed Wireless Network / Network Equipment Leased			



Item	Qty	Price	Total
Managed Server	6	\$100.00	\$600.00
Server Management Support Plan: -Unlimited Phone Support -Unlimited Remote Control Support -Service Availability Monitoring Maintenance -Microsoft Patch Management -Event Log Monitoring -Log File Maintenance -Drive Space Monitoring -Printer Setting Management -Quarterly On-Site Maintenance Security -User Account Administration -File Sharing Permission Administration -Security Administration -Virus Definition & Prevention -Online Asset Management -Online Trouble Ticket Management -Online License Management -Desktop Optimization & Management -Spyware and Adware Removal -VPN Client Management			
LabVault (SaaS)	15760	\$0.10	\$1,576.00
Managed Backup per GB - SaaS Based File Storage			
TL Guardian	110	\$3.00	\$330.00
- Detection and remediation of SaaS security threats - Independent Third-Party Monitoring - Eliminate unnecessary guest user accounts on a monthly basis - Access to 365 days of event data to help diagnose issues and conduct forensics - Real-time monitoring and remediation of events as they occur			
Dark Web Monitoring + Email Phishing Simulation 51-150 Users	1	\$250.00	\$250.00
Dark Web Monitoring + Email Phishing Simulation 51-150 Users			
iPad Management	1100	\$1.00	\$1,100.00
Monthly Fee for Mobile Device Management for iOS Devices			
			<i>* Recurring fees billed monthly with 0 upfront payment(s).</i>
Monthly Subtotal			\$16,506.00

Professional Services

One-Time Fees

Item	Qty	Price	Total
Onboarding Fee - Managed Services	1	\$11,000.00	\$11,000.00
New Client Onboarding & Implementation			
One-Time Subtotal			\$11,000.00



Software

Monthly Fees

Item	Qty	Price	Total
Microsoft 365 A3 Faculty (Annual/Monthly)	110	\$6.09	\$669.90
Office 365 A3, Enterprise Mobility + Security E3, Windows 10/11 Education E3, and Minecraft: Education Edition. This per-user licensed suite of Education products offers users best-in-class productivity across devices while providing IT security and control.			
Annual subscription/billed monthly			

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal **\$669.90**

Financed Network

Monthly Fees

Item	Qty	Price	Total
Network Finance - Lease	1	\$5,000.00	\$5,000.00
Managed Wireless Network / Network Equipment Leased			

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal **\$5,000.00**

Summary

Please contact us if you have any questions.

Total One-Time **\$11,000.00 USD**

Total Monthly **\$22,175.90 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Monthly Fees
Managed Services	—	\$21,176.00
Service	\$11,000.00	\$330.00
Software	—	\$669.90
Total	\$11,000.00 USD	\$22,175.90 USD



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.4.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding WA Resolution 26-04 to approve a contract with Charter Impact to provide services to Westlake Academy and to authorize execution of the agreement by the Head of School. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. WA Res 26-04 Charter Impact Agreement Approval
2. CI Contract FY26-29 - Westlake Academy - 021827 (1)

SUMMARY :

As Westlake Academy continues to grow in enrollment, programming, staffing complexity, and regulatory requirements, the demands on the Academy's financial, payroll, compliance, and reporting systems have increased significantly. To support this growth and ensure best-in-class charter school operations, the Administration has evaluated external service providers with deep charter-specific expertise.

Charter Impact is a national charter school services organization that provides comprehensive business management, payroll and retirement, student data, and compliance support to charter schools nationwide. Under the proposed agreement, Charter Impact would provide a comprehensive suite of services, including but not limited to:

- Business and financial management, budgeting, forecasting, and monthly financial reporting
- Payroll, retirement reporting, and related compliance support
- Student data services, including attendance tracking and state reporting support
- Audit preparation, internal controls support, and TEA compliance assistance
- Access to charter-specific, secure, integrated financial and reporting platforms

These services are designed to provide increased transparency, real-time access to financial information, improved internal controls, and scalable systems aligned to charter school operations.

BACKGROUND AND DISCUSSION:

Approval of this contract supports the Academy’s strategic priorities by:

- Providing charter-specific expertise and dedicated support aligned to Westlake Academy’s operational needs
- Strengthening financial controls, audit readiness, and regulatory compliance
- Improving responsiveness, reporting clarity, and decision-making at the administrative and Board levels
- Allowing Academy leadership to focus more fully on instructional leadership, strategic planning, and student outcomes

The proposed engagement model includes regular executive check-ins, monthly reporting, and Board-level financial insights to support ongoing governance and oversight.

FISCAL IMPACT:

The attached materials outline the proposed pricing structure and anticipated costs associated with the Charter Impact engagement, as well as potential efficiencies and financial benefits associated with outsourcing these services. The Administration has reviewed these costs in the context of the Academy’s operating budget and long-term financial planning. Specific contract costs will be incorporated into the appropriate budget cycle consistent with Board approval and implementation timelines.

LEGAL REVIEW:

RECOMMENDATION:

Administration recommends that the Board of Trustees approve the contract with Charter Impact to provide financial, payroll, student data, and related services to Westlake Academy and authorize the Head of School to execute the agreement and any related documents necessary to implement the services.

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. 26-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTLAKE ACADEMY APPROVING A CONTRACT WITH CHARTER IMPACT, LLC TO PROVIDE BUSINESS MANAGEMENT, PAYROLL, STUDENT DATA, AND COMPLIANCE SUPPORT SERVICES AND AUTHORIZING THE HEAD OF SCHOOL TO EXECUTE THE AGREEMENT.

WHEREAS, Westlake Academy is an open-enrollment public charter school governed by the Board of Trustees and committed to maintaining effective operational, financial, and compliance systems in support of student learning and organizational sustainability; and

WHEREAS, as Westlake Academy continues to grow in enrollment, programming, staffing complexity, and regulatory requirements, the demands on the Academy's financial management, payroll, reporting, and compliance systems have increased significantly; and

WHEREAS, the Administration has evaluated external service providers with charter school-specific expertise to support best-in-class operational practices and scalable systems; and

WHEREAS, Charter Impact, LLC ("Charter Impact") is a national charter school services organization that provides comprehensive business management, payroll and retirement reporting, student data support, and compliance services to charter schools nationwide; and

WHEREAS, under the proposed agreement, Charter Impact would provide a comprehensive suite of services to Westlake Academy, including but not limited to:

- Business and financial management, budgeting, forecasting, and monthly financial reporting;
- Payroll processing, retirement reporting, and related compliance support;
- Student data services, including attendance tracking and state reporting assistance;
- Audit preparation support, internal controls assistance, and TEA compliance support; and
- Access to secure, charter-specific integrated financial and reporting platforms; and

WHEREAS, these services are intended to strengthen financial controls, improve audit readiness, enhance regulatory compliance, and provide greater transparency and reporting clarity to Academy leadership and the Board of Trustees; and

WHEREAS, Charter Impact has agreed to provide such services pursuant to an Independent Consultant Services Agreement with a term beginning July 1, 2026 and ending June 30, 2029, with automatic renewal provisions thereafter unless timely notice is provided; and

WHEREAS, the Westlake Academy Board of Trustees finds that approval of this contract is in the best interest of Westlake Academy and supports the Academy’s long-term operational and instructional goals.

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

SECTION 1: The Westlake Academy Board of Trustees finds that all statements in the above recitals are true and correct and incorporates them herein by reference as if fully set forth.

SECTION 2: The Westlake Academy Board of Trustees hereby approves entering into a contract with **Charter Impact, LLC** to provide business management, payroll, student data, compliance, and related charter school operational support services, as described in the Independent Consultant Services Agreement and associated Exhibits.

SECTION 3: The Westlake Academy Board of Trustees authorizes the Head of School, Dr. Kelly Ritchie to execute the Agreement and any related documents necessary to implement the services on behalf of Westlake Academy.

SECTION 4: The Westlake Academy Board of Trustees approves payment for services in accordance with the fee structure outlined in Article 3 of the Agreement, including:

- Business Management Services fees equal to 2.00% of revenue;
- Payroll Processing fees of \$25 per employee per month;
- Student Data Services fees of \$30 per pupil per year;
- Additional optional or hourly services as requested and approved; with the one-time implementation fee waived as stated in the Agreement.

SECTION 5. Charter Impact shall operate under applicable Texas Education Agency guidelines, and Westlake Academy shall maintain governance oversight consistent with Westlake Academy Board of Trustees policies and charter school compliance requirements.

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 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 7TH DAY OF FEBRUARY 2026.

Kim Greaves, Board President

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

CHARTER IMPACT, LLC

INDEPENDENT CONSULTANT SERVICES AGREEMENT

This agreement (the “Agreement”) is entered into as of February 18, 2025 (the “Effective Date”) by and between Charter Impact, LLC (“CI”), and Westlake Academy. (“Client”).

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A, B and C attached hereto and incorporated herein by this reference (the “Services”).

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

Section 1.03. CI acknowledges and agrees to operate under the guidelines outlined by the Texas Education Agency. As outlined in Section 1.01, CI is a provider of business management and accounting services and shall act in accordance with the direction of the Board and the Client's designee(s). CI shall perform its duties under this Agreement with the utmost care.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning July 1, 2026, and ending June 30, 2029. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 90 days before the expiration of any term of his or her or its intention not to renew.

ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Business Management Services: For services in Exhibit A, the Client will pay CI a fee equal to 2.00% of revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the Client).

Payroll Processing: For services in Exhibit B, the Client will pay CI a fee of \$25 per Client employee per month.

Student Data Services: For student data services in Exhibit C, Client will pay CI a fixed fee of \$30 per pupil, per year.

Rush Check Processing (optional): Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of \$75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

Other Services: For other services requested by Client outside of the items included in Exhibit A, B or C, the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

One-Time Implementation Fee: A one-time implementation fee of \$5,000 will be waived in the interest of building a long-term partnership.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed \$500, without written approval by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management, Payroll, and Student Data Services starting July 1st, 2026 and CI will automatically update the amount based on 1/12th of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. CI will automatically prepare a check from Client on the invoice date for payment from Client. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and

Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B, C and D. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit 501(c)(3) corporation and open-enrollment charter school, duly organized, validly existing, and in good standing under the laws of the State of Texas and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client's exclusive remedy for defective Services is re-performance of the Services by CI at CI's expense, subject to CI's confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$50,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY

REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

- (a) In the public domain or is otherwise considered public information; or
- (b) Part of CI's prior knowledge; or
- (c) Learned from a third party without the breach of a confidential relationship with Client.

ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of Texas (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.
- (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.
- (ii) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.

Section 8.06. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

- (i) Client is responsible for taking daily attendance records compliant with the Texas Education Code Statutes. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.
- (ii) If applicable, Client is responsible for summarizing daily attendance into 20 day attendance reports to be submitted to CI within 2 business days of the last day in the 20 day period.

Section 8.07. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client' books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant

or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the acceptance of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.

ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within ninety (90) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.
- (b) CI's failure to complete the services specified in Article 1.
- (c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

In the event of termination prior to the expiration of the Term, CI shall only be entitled to receive just and equitable compensation for any Services rendered up to and through the termination date.

Upon termination of this Agreement, or whenever requested by the Parties, each party shall immediately deliver to the other party all property and records, as these terms are defined under Texas law, in its possession or under its care and control belonging to the other party. Furthermore, CI acknowledges and agrees that records of Client's open-enrollment charter school and Client's records that relate to its charter school are government records for all purposes under Texas law as established under Tex. Ed. Code § 12.1052(b). Accordingly, CI shall, and agrees to, return to Client and not retain any original record containing any data or information pertaining to any facet of Client's operations, including, but not limited to, Client's charter, finances, governance, grants, instructional program and services, organization, staff, and students. To this end, CI shall, and agrees to, comply with the records management requirements set forth under 19 TAC § 100.1203. Client specifically acknowledges CI shall store Client's records electronically; which may or may not be outside Texas, but shall ensure the records remain accessible from within the state of Texas during normal business hours.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

- b. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Dallas County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the Texas Arbitration Act
- c. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- d. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct

the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.

- e. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds

reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

Section 16.11. Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, CI certifies that CI is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A business entity is ineligible if a child support obligor who is more than thirty (30) days delinquent in paying child support is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%).

[signature page to follow]

DRAFT: pending WA attorney approval



Accepted and Agreed, as of the Effective Date first written above:

WESTLAKE ACADEMY

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT, LLC

By _____
Adam Kaeli, co-CEO

DRAFT: pending WA attorney approval

EXHIBIT A

SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES

1. IMPLEMENTATION AND TRAINING

- a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
- b. Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
- c. Review existing contracts for terms, requirements and school responsibilities
- d. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
- e. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.

2. ACCOUNTS PAYABLE PROCESSING

- a. Review all invoices sent to Charter Impact for proper approval and coding
 - i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
- b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
- c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
- d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (*additional processing fees apply).
- e. Complete 1099s for all independent contractors.
 1. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.

3. ACCOUNTS RECEIVABLE PROCESSING

- a. Monitor the receipt of State approved funding amounts and verify balances paid are correct
- b. Work directly with governmental agencies to resolve any issues or discrepancies identified
- c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP

- d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE

- a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
- b. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
- c. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. CASH MANAGEMENT

- a. On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
- b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
- c. Plan and manage payment of outstanding debt as needed
- d. Prepare all financial reporting necessary for renewal of loans or lines of credit
- e. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
- f. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

6. MONTHLY FINANCIAL REPORTING

- a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
- b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
- c. Offer a menu of report options for the monthly financial reports including, but not limited to:
 - i. Monthly summary by financial section with bulleted highlights for presentation purposes
 - ii. Monthly Cash Flow Forecast and comparison to approved budget
 - iii. Budget vs. Actual Report (both current month and year-to-date)
 - iv. Schedule of Revenue and Expenses by Period
 - v. Comparative Statement of Financial Position
 - vi. Combining/Consolidating Statements of Activities and Financial Position
 - vii. Statement of Cash Flows (both current month and year-to-date)
 - viii. Accounts Payable/Receivable Aging
 - ix. Check Register(s)
 - x. General Ledger Detail

- xi. Other customized reports as requested by the school, executive team or board
- d. On a monthly basis, review and present the financial package with the school staff to assess the current fiscal condition of the school
- e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system

7. COMPLIANCE AND GRANT REPORTING

- a. Assist the school with grant applications including the development of grant-specific budgets as well as school long-term projections
- b. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- c. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions
- d. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance
- e. Prepare actual, audited financial data and staff records for submission via Texas Student Data System Public Education Information Management System (“TSDS PEIMS”) by the First Submission and Resubmission due dates and in conformance with TEDS.
- f. Maintain electronic and physical records for all data TSDS PEIMS submissions and source information, including any revisions of original data.
- g. Ensure that all data submissions conform with the Ed-Fi standards and are submitted via transactional, near-real-time, automated loads using an Application Programming Interface in accordance with TEDS.
- h. Consult with Client to facilitate TSDS PEIMS reporting.

8. CHARTER AUTHORIZER SUPPORT

- a. Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to:
 - i. Prepare regular financial reporting (budget and interims)
 - ii. Provide ad hoc financial documents and reports as requested
- b. Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
- c. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the funding formulas with assumptions.

9. ANNUAL BUDGET CREATION AND REVISIONS

- a. Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
- b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality

- c. Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

10. AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS

- a. Maintain electronic records of all transaction support
- b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees
- c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes

11. TAX PREPARATION AND SUPPORT

- a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers
- b. Prepare and report sales and use tax returns
- c. Provide any and all information necessary for the preparation and submission of Form 990. *Payroll tax reporting is included in the payroll processing Exhibit B below.*

12. STRATEGIC PLANNING

- a. Work with school management to develop long-term strategies to ensure the school's prosperity
- b. Provide second opinions and act as sounding board for school management on business and financial matters

DRAFT: pending WA attorney approval

EXHIBIT B

SCOPE OF WORK: PAYROLL SERVICES

1. TIME AND ATTENDANCE

- a. Create customized time and attendance rules through a variety of options:
 - i. Time entry
 - ii. Mobile and/or online time punches
 - iii. Physical time clocks (*equipment charge applies*)
 - iv. Electronic sick, vacation, and PTO requests
- b. Accurately track and calculate requirements for Texas labor law (e.g. meal break penalties)
- c. Establish employee & manager self-service online portal for easy access to edit and track demographics, pay (e.g., stipend), certification, and other changes
- d. Pre-program holiday and vacation breaks
- e. Provide leave management support
- f. Utilize single database to house Time and HR systems

Track and report sick, vacation, and PTO balances

2. PAYROLL PROCESSING

- a. Provide support and assistance with the creation of internal processes and procedures, forms, and tracking systems
- b. Provide minimum wage guidance and support for compliance with state labor laws
- c. Assist in the development of a payroll schedule that is compliant with state labor laws and consistent with employee contracts
- d. Research staff with retirement authorities to ensure proper membership is established based on retirement regulations
- e. Ensure proper retirement authorities' forms are provided to staff when applicable
- f. Complete the new hire setup and existing staff setup in the payroll system
- g. Create and assign employee earning, deduction, and benefit codes to be in compliance with retirement and tax regulations
- h. Ensure all timesheets within the payroll system have been approved by managers for processing
- i. Assist with paid time off audits and make corrections in the payroll system
- j. Assist with Benefit audits to ensure correct medical deductions are being taken
- k. Assist with Verification of Employment paperwork
- l. Process payroll, and supplemental payroll runs as needed for:
 - (1) Involuntary terminations
 - (2) Voluntary termination without notice
 - (3) Scheduled bonuses/stipends
 - (4) Additional unscheduled/emergency payroll runs
- m. Oversee garnishments are handled and paid by the payroll system
- n. Ensure that all other retirement deductions such as 403b, 457, 401a, etc. are processed and submitted to the third-party administrator in compliance with state and federal laws

- o. Review payroll taxes processed and paid by the payroll system
- p. Review quarterly tax returns for all agencies
 - i. Federal 941
 - ii. Applicable state forms
- q. Oversee year end W-2 and W-3 process
- r. Provide payroll processing reports as needed
- s. Assist with general payroll related questions
- t. Work with the payroll provider to setup the coding to track expenses related to restricted grants, compliance requirements, multiple school sites, etc.
- u. Work directly with the payroll provider to create a payroll journal entry to record detailed payroll expenses

3. RETIREMENT REPORTING

- a. Process and submit monthly retirement authority reports to the third-party administrator or directly to retirement authority.
- b. Submit payment via ACH or live check within the timeframe as requested
- c. Work directly with the state/county offices and retirement authority related to questions and required supplemental reporting such as:
 - i. F496 files to SEW (if applicable)
 - ii. Newly elected or mandatory qualified members into the retirement authority websites
 - iii. Ensuring the proper forms are completed and distributed such as the Permissive Election ES350 form
 - iv. Entering corrections from payroll to retirement authority and sending corrections to payroll as needed
- d. Provide ongoing updates to Client administrative staff regarding:
 - i. Processes and procedures related to retirement programs
 - ii. Changes to eligibility and classification
 - iii. Compensation limits
 - iv. Rate changes
- e. Monitor and manage retirement authority audits
 - *Additional support for audit findings or historical corrections prior to current fiscal year would be billed separately on an hourly basis.*
- f. Manage internal retirement audits, corrections, and reconciliations

EXHIBIT C SCOPE OF WORK: STUDENT DATA SERVICES

Charter Impact will deliver relevant scope of work aligned with the guidelines set forth by TSDS (Texas Student Data System).

State and Federal Required Reporting

- a. Maintain regular (weekly, bi-weekly, or monthly) enrollment synchronization with state student data systems.
- b. Prepare, reconcile, and submit required attendance and membership data to local, district, and state agencies as required.
- c. Provide reports of updates and actions needed, including student ID requests, potential SIS errors, data discrepancies, and anomalies.
- d. Submit required statewide student data in accordance with state collection timelines.
- e. Hold initial meetings and final review calls with school teams for each key data collection window.
- f. Notify the school-level Special Education Contact of SPED errors impacting statewide submissions (note that Charter Impact does not interact directly with SPED systems).
- g. Provide Civil Rights Data Collection (CRDC) Support (upon request)
- h. Support additional student data compliance submissions or revisions (upon request).

STUDENT INFORMATION SYSTEM (SIS) SUPPORT

- a. Conduct trainings for various school staff as needed, including:
 - i. Enrollment/membership functions such as student demographic data entry, student programs maintenance, parent/emergency contact data entry, course information, and student enrollment management.
 - ii. Attendance functions such as setup and procedures for entering attendance, running reports, and other compliance related features.
 - iii. SIS-related guidance including data and reports, student scheduling, transcript management, historical grades management, and graduation progress.
 - iv. Beginning and End-of-Year rollover support, including:
 - b. Importing student records, demographic, and program data
 - c. Creating years, terms, bell schedules, and calendars
 - d. Configuring attendance, enrollment, and special codes
 - e. Reviewing school calendars to ensure alignment with state reporting requirements
 - f. Confirming that the SIS environment is aligned to the calendar and bell schedules.

DATA AND ANALYSIS

- a. Generate descriptive analyses (upon request) for:

- i. Statewide accountability data, including statewide testing, graduation rates, English Learner Progress, attendance, and discipline data.
 - ii. Grade distribution reports
 - iii. Benchmark data analysis
- b. Perform ongoing data validation to find and flag missing or incorrect data for correction purposes.

DRAFT: pending WA attorney approval

EXHIBIT D
HOURLY RATES

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior/Manager	\$200.00
Executive/Director	\$250.00

DRAFT: pending WA attorney approval



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.5.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act to approve all library materials proposed to be purchased or donated to the Westlake Academy school library in an open meeting in compliance with SB 13. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. Statement and Weblinks to Items for Review PYP and Secondary Library Sites

SUMMARY :

This item is a compliance item related to SB 13 whereby the Board of Trustees must approve the purchases and/or donations of library materials after a 30-day waiting period following public posting of the materials.

BACKGROUND AND DISCUSSION:

The Westlake Academy primary and secondary libraries are seeking approval to purchase the titles listed in the attached documents. Per the Westlake Academy Collection Development policy and in accordance with SB 13, the Board of Trustees must approve all library materials proposed to be purchased or donated to the school library in an open meeting, after the lists have been posted for public comment for at least 30 days. The lists are current on the library website as part of a WA process established in November 2025 and in response to SB 13 requirements.

FISCAL IMPACT:

None. Purchases for this year have already been allowed for in the budget.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends that the Westlake Academy Board of Trustees approve the proposed purchase of library materials for the Primary and Secondary Libraries.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

Items for review and consideration are updated regularly on the PYP and Secondary Library sites. Please see links below.

[PYP Library](#)

[Secondary Library](#)



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.6.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act to approve WA Resolution 26-06 adopting amendments to the Westlake Academy Admissions Policy. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. WA Admission Policy (redline)
2. WA Res 26-06 - Revisions to Admission Policy with Exhibit

SUMMARY :

Periodic updates to board policy are necessary to ensure that Westlake Academy's admissions framework accurately reflects adherence to TEA and federal requirements and provides clear direction to families and staff.

The proposed revisions do not change the Academy's admissions philosophy or lottery structure. Instead, they clarify and formally codify required practices already in place, aligning policy language with current legal expectations and audit standards.

BACKGROUND AND DISCUSSION:

Our charter renewal application requires that our admissions policy fully align with TEA and federal standards.

FISCAL IMPACT:

None

LEGAL REVIEW:

Yes.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve WA Resolution 26-06 adopting the updated Admissions Policy (Policy No. 1.02) as presented, ensuring continued compliance with TEA guidance and applicable state and federal law.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

**TOWN OF WESTLAKE
WESTLAKE ACADEMY
BOARD OF TRUSTEES POLICY**

Policy No. 1.02:

Date Board Adopted: May 4,2009

Date Board Amended: May 20, 2025

Effective Date: May 20, 2025

Policy Category: Admissions

Policy Name: Westlake Academy Admissions Policy

Policy Goal: Communication/Transparency of student and parent requirements for admission into Westlake Academy; Engagement of stakeholders and fiscal Stewardship.

Policy Description:

Applications for enrollment for the following academic year are accepted from prospective students from December 1 through January 31 of each school year. After January 31, applications for enrollment will be considered only for students that reside in the Primary Boundary or students applying for enrollment in grades 9-11 that live in a Secondary Boundary. Applications received after January 31 will be considered for enrollment after the completion of the lottery process based on the applicant's status as a Primary or Secondary boundary applicant and will be placed on the appropriate wait list for the applicable grade based on the date of the application.

Re-enrollment for Current Students

Currently enrolled students, who continue to reside within an approved geographical boundary and submit timely registration forms by May 31, are automatically enrolled for the next school year, subject to the following conditions:

1. Beginning with the 2025-2026 school year, a student who was admitted as a Primary Boundary resident, but who no longer resides within the Primary Boundary, may enroll in the Academy the following school year only if the student has attended Westlake Academy for five (5) consecutive years as a Primary Boundary resident and the student's current residence is within the Secondary Boundary;
2. A currently enrolled student who obtained admission as the child of a full-time Town of Westlake employee retains the right to re-enrollment only if the student's parent continues to be employed by the Town of Westlake on a full-time basis;

3. Neither of these conditions on continued enrollment prevent a student from applying for admission as a Secondary Boundary resident.

The number of vacancies in each grade level is then determined.

Primary Boundary Student Applicants

Primary Boundary applicants are defined as students who reside within the boundaries of the Town of Westlake as described in Board Policy No. 1.01. Primary Boundary applicants receive priority consideration for enrollment at Westlake Academy. If the number of eligible Primary Boundary applicants does not exceed the number of vacancies, then all eligible applicants who timely applied will be offered admission. If there are more Primary Boundary applicants than spaces available, a lottery will be held for all Primary Boundary applicants to establish the order that enrollment will be offered.

Secondary Boundary Student Applicants

Secondary Boundary applicants, also identified as transfer students, are defined as students who reside within the geographical boundaries of one of the approved school districts identified in Westlake Academy's charter. After all Primary Boundary applicants have been considered, Secondary Boundary applicants will be considered for enrollment.

If the number of eligible Secondary Boundary applicants exceeds the number of vacancies, a lottery will be held for all Secondary Boundary applicants to establish the order that enrollment will be offered.

McKinney-Vento Homeless Assistance Act

In addition to the admission eligibility identified above, Westlake Academy shall comply with the provisions of the McKinney-Vento Homeless Assistance Act to admit a child who is homeless to the extent required by law. In compliance with the Act, the following definitions shall apply:

“Homeless children” under the McKinney-Vento Homeless Assistance Act, means children or youths who lack a fixed, regular, and adequate nighttime residence; and includes:

- (1) Children who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

- (2) Children who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- (3) Children who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (4) Migratory children living in circumstances described above. "Migratory child" means a child who made a qualifying move in the preceding 36 months:
 - (1) As a migratory agricultural worker or a migratory fisher; or
 - (2) With, or to join, a parent or spouse who is a migratory agricultural worker or a migratory fisher.
 20 U.S.C. § 6399; 42 U.S.C. § 11434a(2).

Military Dependent

A person whose parent or guardian is an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, may establish residency for purposes of eligibility of admission by providing to Westlake Academy a copy of a military order requiring the parent's or guardian's transfer to a military installation in or adjacent to the Academy's enrollment boundaries. Education Code 25.001(c-1).

A person who establishes residency under Education Code 25.001(c-1) shall provide Westlake Academy proof of residence within the Academy's enrollment boundaries not later than the 90th day after the arrival date specified in the military order. For purposes of this provision, "residence" includes residence in a military temporary lodging facility. Education Code 25.001(c-2).

Exemptions from the Lottery

The following categories of applicants are exempt from the lottery process and are given priority in admission in the order identified below:

1. Children of the Founders of Westlake Academy (as long as the total number of students admitted under this exception constitutes only a small percentage of the total school enrollment);
2. Children of Town of Westlake full-time employees (as long as the total number of students admitted under exception constitutes only a small percentage of the total school enrollment); and
3. Siblings of admitted and returning students.

Applicants participating in a lottery that are not offered enrollment prior to the beginning of the school year are placed on a waitlist by grade level according to the lottery results.

Enrollment Process

Upon receiving an offer of enrollment, a student must provide records consistent with the Academy's enrollment procedures demonstrating the student has met the standards for entry into the grade for which the student applied. Should there be a discrepancy in the application grade level of the student and his/her educational records or performance level, the student's enrollment may be revoked.

Westlake Academy Charter School does not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability or the district the child would otherwise attend.

~~Westlake Academy will not enroll a student with a documented history of a criminal offense, juvenile court adjudication, or discipline problems under Texas Education Code Chapter 37, Subchapter A.~~ Westlake Academy will not enroll a student who: (1) has engaged in conduct outlined in Texas Education Code Section 37.006 related to placement in a disciplinary alternative education program or a juvenile justice alternative education program; (2) has engaged in conduct outlined in Section 37.007 related to expulsion; or (3) has been convicted of a criminal offense or has a juvenile court adjudication. If an applicant misrepresents or fails to disclose information about the student's discipline history during the enrollment process, the Academy reserves the right to revoke the student's offer of enrollment or unenroll the student from the Academy.

Food Allergy Information

Upon enrollment at Westlake Academy, a child's parent or legal guardian will be asked to provide information regarding whether the child has a food allergy or a severe food allergy that, in the judgment of the parent or legal guardian, should be disclosed to Westlake Academy to enable the Academy to take any necessary precautions regarding the child's safety; and specify the food to which the child is allergic and the nature of the allergic reaction. "Severe food allergy" means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

The Academy shall maintain the confidentiality of the provided information, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only to the extent consistent permissible under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232g.

Dates

Amended Resolution Number:

08/03/09

01/10/11

08/15/11

09/12/11

08/13/12

06/03/13

06/02/14

02/05/24 WA Resolution 24-06

12/09/24 WA Resolution 24-42

05/20/25 WA Resolution 25-12

WESTLAKE ACADEMY

WA RESOLUTION 26-06

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING AN AMENDMENT TO THE WESTLAKE ACADEMY ADMISSION POLICY

WHEREAS, Westlake Academy’s mission is to support students as they become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world; and

WHEREAS, the proposed resolution supports updating the Admissions Policy; and

WHEREAS, these updates incorporate changes to the Texas Education Code as a result of the 89th Texas Legislative Session; and

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

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

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 Board of Trustees of Westlake Academy, hereby approves the Westlake Academy Admissions Policy attached to this resolution as *Exhibit “A”*.

SECTION 3: That, the Westlake Academy Board of Trustees authorizes the Head of School to submit the amended Admissions Policy to the Texas Education Agency for approval as an amendment to the Charter to operate Westlake Academy as an open-enrollment charter school and to make any non-substantive revisions to the Admissions Policy if necessary to obtain approval by the Texas Education Agency.

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 17th DAY OF FEBRUARY, 2026.

Kim Greaves, President

Tammy Reeves

Michael Yackira

T.J. Duane

Kevin Smith

Todd Gautier

Dr. Kelly Ritchie, Head of School

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

EXHIBIT A

TOWN OF WESTLAKE WESTLAKE ACADEMY BOARD OF TRUSTEES POLICY

Policy No. 1.02:

Date Board Adopted: May 4, 2009

Date Board Amended: May 20, 2025

Effective Date: May 20, 2025

Policy Category: Admissions

Policy Name: Westlake Academy Admissions Policy

Policy Goal: Communication/Transparency of student and parent requirements for admission into Westlake Academy; Engagement of stakeholders and fiscal Stewardship.

Policy Description:

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EXHIBIT A

3. Neither of these conditions on continued enrollment prevent a student from applying for admission as a Secondary Boundary resident.

The number of vacancies in each grade level is then determined.

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EXHIBIT A

- (2) Children who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - (3) Children who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
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EXHIBIT A

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EXHIBIT A

Dates

Amended

Resolution Number:

08/03/09

01/10/11

08/15/11

09/12/11

08/13/12

06/03/13

06/02/14

02/05/24 WA Resolution 24-06

12/09/24 WA Resolution 24-42

05/20/25 WA Resolution 25-12



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** J.7.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider, and act on the allocation of one additional fifth grade teaching position for the 2026-2027 school year. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

None

SUMMARY :

For the 2025–2026 school year, Westlake Academy added an additional fourth grade class section in response to instructional considerations which allow us to maximize the specializations offered by our teachers and in response to attrition that organically occurs as students transition to MYP. This cohort will advance to fifth grade in the 2026–2027 school year, creating a corresponding staffing requirement to ensure appropriate class sizes and continuity of instruction.

As this enrollment represents a structural change rather than a temporary fluctuation, staffing must be adjusted to align with the progression of students through the grade levels.

BACKGROUND AND DISCUSSION:

Approval of an additional fifth grade teaching position at this time allows the Academy to proactively plan for the instructional needs of this cohort. Early authorization enables the Administration to begin recruitment during the optimal hiring window, ensuring access to a qualified and competitive pool of certified upper-elementary candidates.

Taking action now supports thoughtful placement decisions and avoids compressed hiring timelines that can limit candidate availability and instructional alignment.

FISCAL IMPACT:

The financial implications of this position have been reviewed in relation to projected enrollment and the Academy's long-range staffing plan. Funding for the additional fifth grade position will be incorporated into the 2026–2027 budget development process. No immediate budget amendment is required.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Administration recommends that the Board of Trustees approve the allocation of one additional fifth grade teaching position for the 2026–2027 school year to support the progression of the current fourth grade cohort and to allow for timely recruitment of a highly qualified educator.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table



Town Council/Board of Trustees AGENDA ITEM REPORT



DATE: February 17, 2026 **AGENDA ITEM NO:** K.1.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding WA Resolution 26-05 Affirming the Constitutional and Legal Right to Choose to Pray in School and Opposing a resolution to adopt a state-organized prayer policy for our district, as contemplated by S.B. 11, 89th Legislature, codified at Texas Education Code § 25.0823. (Dr. Kelly Ritchie, Head of School)

ATTACHMENTS:

1. SB11 Texas Faith Leaders Sign-on Letter (1.7.2026)
2. Senate Bill 11 on Daily Prayer Time
3. WA Res 26-05 Against SB 11 Prayer Policy FINAL

SUMMARY :

During the 89th Texas Legislative Session, Senate Bill 11 (SB 11) added Texas Education Code §25.0823, which requires each public school board to take a recorded vote on whether to adopt a statutory resolution establishing a daily period for prayer and the reading of the Bible or other religious texts at every campus. Boards must either adopt the statutory resolution or formally decline to do so by March 1, 2026.

SB 11 does not require districts to establish a prayer period; rather, it mandates that boards consider the resolution and take formal action. If adopted, the resolution would require the implementation of local policies governing a designated daily prayer period and associated administrative procedures.

BACKGROUND AND DISCUSSION:

Westlake Academy already operates within a comprehensive legal framework that protects students' and employees' rights to religious expression without government organization or endorsement. Existing law affirms that:

- Students have an absolute right to pray or read religious texts individually and voluntarily at school, provided such activity is non-disruptive.
- Students may not be required or coerced to participate in prayer or religious activity.

- Schools may already provide a moment of silence during which students may reflect, pray, or meditate according to their personal beliefs. (Westlake Academy does this during the morning announcements.)

These protections exist independently of SB 11 and have long safeguarded religious liberty while maintaining constitutional neutrality in public schools.

FISCAL IMPACT:

There is no direct fiscal impact associated with declining to adopt the SB 11 resolution. Adoption, however, could result in indirect staffing and compliance costs associated with implementation and monitoring.

LEGAL REVIEW:

Yes.

RECOMMENDATION:

Staff recommends that the Board of Trustees formally vote not to adopt the statutory resolution establishing a daily period of prayer and reading of religious texts as contemplated by Senate Bill 11, and instead reaffirm Westlake Academy’s commitment to protecting individual religious freedom under existing state and federal law.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Deny

Motion to Approve with Changes/Conditions

Motion to Continue or Table

To: Texas School Board Members
From: Texas Faith Leaders
Re: State-Organized Prayer in Texas Schools (SB11)
Date: January 8, 2026

Dear Superintendents and School Board Trustees,

We, the undersigned faith leaders, support religious liberty and the right of students to pray at school without government interference. Public education is both a place where students of all faiths come together to learn and a vital institution that prepares students to live in a society of many religions.

We believe in the value of religious instruction. We also understand that the responsibility for religious instruction lies with students, their families, and their local faith communities—not with public schools, and not organized or directed by the state.

By requiring school boards to vote on a state-designated time for prayer and religious text study, Texas' state-organized prayer in school law, SB11, threatens to drive a wedge into public school communities and create unnecessary administrative burdens. Existing laws protect Texas public school students' right to pray and read religious texts at school without government interference—and without the administrative burden that SB11 places on schools and parents.

If SB11's prayer policy is approved, schools will be required to track consent forms, designate non-instructional time for prayer, identify private prayer spaces, and ensure non-participating students are not coerced to pray. Requiring families to opt into a system that already protects their children's religious rights at school distracts from a school's mission of educating children. Students who do not opt in might be bullied and ostracized, and students may feel pressure to opt in to gain favor and time with teachers or coaches. State-sponsored prayer time will also cause division among students based on their religious beliefs.

Instead of approving SB11's misguided state-organized prayer policy, we urge you to pass the attached resolution as an alternative for approval by the School Board. It affirms students' right to prayer and religious study under existing law and respects the religious diversity within public schools. We ask you to support religious freedom in our schools and reject SB11's state-organized prayer policy.

We are available for questions and testimony if we can be helpful in these efforts.

Thank you,

Undersigned Texas Faith Leaders

DRAFT RESOLUTION

BOARD OF TRUSTEES

_____ INDEPENDENT SCHOOL DISTRICT

RESOLUTION

Resolution Affirming Our Constitutional and Legal Right to Choose to Pray in School

WHEREAS, the First Amendment to the U.S. Constitution protects students' religious freedom in public school. Specifically, the Establishment Clause ensures that the government cannot favor any particular religious belief or religion over non-belief, and the Free Exercise Clause ensures that individuals have the right to practice their religious beliefs, free from government interference; and

WHEREAS, Article I, § 6 of the Texas Constitution guarantees the “separation of church and state” and embodies the principle that “religion is a matter of private conscience with which the state . . . is forbidden to interfere.” *Watts v. Watts*, 563 S.W.2d 314, 317 (Tex. Civ. App. 1978), writ refused NRE (July 5, 1978), disapp'd on other grounds by *Jones v. Cable*, 626 S.W.2d 734 (Tex. 1981); and

WHEREAS, the Texas Religious Freedom Restoration Act, Tex. Civ. Prac. & Rem. Code § 110.003, prohibits school districts and other government entities from “substantially burden[ing] a person's free exercise of religion”; and

WHEREAS, the Texas Education Code § 25.901 affirms that “[a] public school student has an absolute right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt the instructional or other activities of the school. A person may not require or coerce a student to engage in or refrain from such prayer or meditation during any school activity”; and

WHEREAS, the Texas Education Code § 25.082(d) establishes a school district's ability to institute a period of silence during which students may choose to “reflect, pray, meditate, or engage in any other silent activity that is not likely to interfere with or distract another student”;

NOW, LET IT BE HEREBY RESOLVED

THAT the _____ ISD Board of Trustees is committed to cultivating and maintaining a respectful school environment for students and teachers of any or no religious background; and

THAT the _____ ISD Board of Trustees, in consideration of the laws and policies recited above, votes against a resolution to adopt a state-organized prayer policy for our district, as contemplated by S.B. 11, 89th Legislature, codified at Texas Education Code § 25.0823.

PRESENTED AND APPROVED _____

Faith Leaders Say “No” to state-organized prayer in schools

Rabbi Mara Nathan

Alamo Heights ISD
Judaism

Rabbi Samuel Stahl

Alamo Heights ISD
Reform Judaism

Rabbi Gideon Estes

Alief ISD
Conservative Judaism

James Dickey

Arlington ISD
Baptist

Rev. Stephen Goss

Arlington ISD
Christian Church (Disciples of Christ)

Dan Malone

Arlington ISD
Baptist

Rev. Samuel Voth Schrag

Arlington ISD
Mennonite Church USA

Rev. Kristin Warthen

Arlington ISD
United Methodist Church

Rev. Allison Angell

Austin ISD
United Methodist Church

Kate Bremer

Austin ISD
Evangelical Lutheran Church in America

Christopher Bunch

Austin ISD
Not Affiliated

Elizabeth Dunning

Austin ISD
Presbyterian (PCUSA)

Rabbi Will Hall

Austin ISD
Reform Judaism

Shelly Hargrove

Austin ISD
Baptist

Dr. Bill Hirt

Austin ISD
Roman Catholic

Rabbi Brian Leiken

Austin ISD
Reform Judaism

Rabbi Kelly Levy

Austin ISD
Reform Judaism

Dr. Al Lindsey

Austin ISD
United Methodist Church

Susan Lippe

Austin ISD
Judaism

Dr. Janet Love

Austin ISD
Interfaith

Dr. Griff Martin

Austin ISD
Baptist

Janet Maykus

Austin ISD
Christian Church (Disciples of Christ)

Pastor Katie Rode
Austin ISD
Evangelical Lutheran Church in America

Rev. Carrie Schoenert Houston
Austin ISD
Cooperative Baptist

Rev. Cathy Stone
Austin ISD
United Methodist Church

Paul Alexander
Beaumont ISD
Presbyterian (PCUSA)

Catherine Allen
Beaumont ISD
Cooperative Baptist

Rev. Michael Dunson
Belton ISD
Christian Church (Disciples of Christ)

Rev. Barry Sharp
Belton ISD
United Methodist Church

Katherine Langford
Birdville ISD
United Methodist Church

Rev. Andrew Thompson
Buffalo ISD
United Methodist Church

Dr. Robert Thrift
China Spring ISD
Cooperative Baptist

LaRinda Horan
Clear Creek ISD
Cooperative Baptist

Rabbi Edwin Goldberg
Conroe ISD
Reform Judaism

Dr. Mike Hall
Conroe ISD
Evangelical Lutheran Church in America

Rabbi Gabrielle Cohn
Corpus Christi ISD
Reform Judaism

Dr. James Klein
Corpus Christi ISD
Not Affiliated

Kris Redus
Corpus Christi ISD
Baptist

Shirley Hanna
Crowley ISD
Baptist

Dr. Ernest Brooks
Dallas ISD
Baptist

Rabbi Holly Cohn
Dallas ISD
Judaism

Rev. Dr. Kendrick Crawford
Dallas ISD
Christian Church (Disciples of Christ)

Dale Dietert
Dallas ISD
North American Lutheran Church

Chaplain R.Mark Grace
Dallas ISD
Baptist

Dr. Daniel Kanter
Dallas ISD
Unitarian Universalism

Rabbi Nancy Kasten
Dallas ISD
Judaism

Rabbi Michael Lewis
Dallas ISD
Reform Judaism

Dr. George Mason
Dallas ISD
Baptist

Rev. Georgia McKee
Dallas ISD
Baptist

Mike McWilliams
Dallas ISD
Cooperative Baptist

Rabbi Debra Robbins
Dallas ISD
Judaism

Margaret Rounseville
Dallas ISD
Presbyterian (PCUSA)

Rev. James Rowe
Dallas ISD
Evangelical Lutheran Church in America

Casey Shobe
Dallas ISD
Episcopal Church

Rabbi David Stern
Dallas ISD
Judaism

Elaine Stillman
Dallas ISD
Judaism

Rev. Dr. Neil Thomas
Dallas ISD
United Church of Christ

David Tuthill
Dallas ISD
Episcopal Church

Ian Campbell
Denton ISD
Non Denominational

Stephen Reeves
Dripping Springs ISD
Cooperative Baptist

Lynda Blevins
Duncanville ISD
Southern Baptist Church

Mayor Todd Flipppo
Eagle Mountain-Saginaw ISD
United Methodist Church

Rabbi Benjamin Zeidman
El Paso ISD
Judaism

Edward Morris
Forney ISD
Non Denominational

Cantor Renee Waghalter
Fort Bend ISD
Judaism

Cantor Sheri Allen
Fort Worth ISD
Judaism

Rev. Karen Calafat

Fort Worth ISD
Episcopal Church

Rev. Dr. Natalya Cherry

Fort Worth ISD
United Methodist Church

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Fort Worth ISD
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Gloria Long

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Fort Worth ISD
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Dr. Wayne Menking

Fort Worth ISD
Evangelical Lutheran Church in America

Caryl Sherman-Gonzalez

Fort Worth ISD
Non Denominational

Rev. Ginger Watson

Fort Worth ISD
United Methodist Church

Rabbi Brian Zimmerman

Fort Worth ISD
Judaism

Alyssa Dequeant

Garland ISD
Episcopal Church

Rev. Diane Pennington

Garland ISD
Presbyterian (PCUSA)

Rev. John Zeigler

Georgetown ISD
Presbyterian (PCUSA)

Mary Lou Felch

Granbury ISD
Christian Church (Disciples of Christ)

Leslie Todd

Greenville ISD
Unitarian Universalism

Fr. Dennis Schafer

Harlandale ISD
Catholic

Pam Gonzalez

Hays CISD
United Methodist Church

Rabbi Joshua Fixler

Houston ISD
Reform Judaism

Friedrich Gartner

Houston ISD
Catholic

Sydney Greenblatt

Houston ISD

Judaism

Rabbi Steve Gross

Houston ISD

Judaism

Dr. Bill Kerley

Houston ISD

United Methodist Church

Rev. Dr. Dan King

Houston ISD

Unitarian Universalism

Rabbi David Lipper

Houston ISD

Reform Judaism

Rev. Laura Mayo

Houston ISD

American Baptist

Rev. Cindy Mood

Houston ISD

Presbyterian (PCUSA)

Keith Rosen

Houston ISD

Reform Judaism

Rev. Omar Rouchon

Houston ISD

Presbyterian (PCUSA)

Rabbi Adrienne Scott

Houston ISD

Judaism

Cantor Rollin Simmons

Houston ISD

Judaism

Lisa Stone

Houston ISD

Judaism

Ann Sullivan

Houston ISD

Baptist

Rev. Deborah Whisnand

Houston ISD

United Church of Christ

Rabbi Dan Gordon

Humble ISD

Judaism

Cori Tucker

Hurst-Euless-Bedford ISD

Not Affiliated

Amanda Wertz

Hurst-Euless-Bedford ISD

Baptist

Rabbi Marina Yergin

Judson ISD

Reform Judaism

Mark Walker

Katy ISD

United Methodist Church

Tana Weiss

Katy ISD

United Methodist Church

Dr. Dan Stiver

Keller ISD

Baptist

Kathleen Bryson

Kerrville ISD

Episcopal Church

Janet Crawford

Killeen ISD
Baptist

Matthew Wesson

Klein ISD
United Church of Christ

Lynnette Beavers

Lewisville ISD
United Methodist Church

Rabbi Geoffrey Dennis

Lewisville ISD
Judaism

Rev. Chris Rothbauer

Lewisville ISD
Unitarian Universalism

Emma Martinez

Lubbock ISD
Baptist

Rev. Katie Hays

Mansfield ISD
Christian Church (Disciples of Christ)

Rabbi Nathan Farb

McAllen ISD
Reform Judaism

Jeannette Keton

McKinney ISD
United Methodist Church

Rabbi Lisa Goldstein

North East ISD
Reform Judaism

Roger Lance Mayes

North East ISD
Cooperative Baptist

Dr. Paul Ziese

North East ISD
Episcopal Church

Diana Bridges

Northside ISD
Cooperative Baptist

Robin Diamond

Northside ISD
Judaism

Rev. Jacqueline Freeman

Northside ISD
United Methodist Church

The Rev. Dr. Edward Kern

Northside ISD
Evangelical Lutheran Church in America

Rev. Sandra Leifeste

Northside ISD
Evangelical Lutheran Church in America

Dr. Richard Pressman

Northside ISD
Judaism

Carissa Vega

Northside ISD
Non Denominational

Meredith Bewley

Pflugerville ISD
Christian Church (Disciples of Christ)

Rev. Dr. Donald Kuntz

Pharr-San Juan-Alamo ISD
United Methodist Church

Rev. Mara Bim

Plano ISD
Baptist

Rev. Daniel Gowan
Plano ISD
Presbyterian (PCUSA)

Almas Muscatwalla
Plano ISD
Islam

Rabbi Andrew Paley
Plano ISD
Reform Judaism

Rabbi Seymour Rossel
Plano ISD
Judaism

Wendy Campbell
Richardson ISD
United Women in Faith

Rabbi Michael Tevya Cohen
Richardson ISD
Judaism

Rev. Beth Dana
Richardson ISD
Unitarian Universalism

Rabbi Kimberly Herzog Cohen
Richardson ISD
Reform Judaism

Rick Hibbs
Richardson ISD
Baptist

Alice Nunns
Richardson ISD
United Methodist Church

Rabbi Amy Rossel
Richardson ISD
Reform Judaism

Rev. Kerry Smith
Richardson ISD
United Methodist Church

Thad Soles
Richardson ISD
Not Religious

Janis Townsend
Richardson ISD
Baptist

Sharon Vickrey
Richardson ISD
Baptist

Hallie Weiner
Richardson ISD
Judaism

Rev. James Bridges
Rockwall ISD
Unitarian Universalism

Rev. Dr. Sarah Henseler
Round Rock ISD
United Church of Christ

Rev. Lawrence Gipson
San Antonio ISD
Christian Church (Disciples of Christ)

Lisa Johnson
San Antonio ISD
Unity

Rabbi David Kaplinsky
San Antonio ISD
Judaism

Rev. Edwina Baethge
San Marcos ISD
Evangelical Lutheran Church in America

Carrie DeLeon
Spring ISD
United Methodist Church

Emily Prevost
Temple ISD
Baptist

Rabbi Neal Katz
Tyler ISD
Judaism

Bill Routon
Tyler ISD
United Methodist Church

Dr. Jerry Faught
Wichita Falls ISD
Baptist

Dr. Michael Maness
Woodville ISD
Baptist

Rev. Michael Davis
Wylie ISD
Buddhism

Senate Bill 11 on Daily Prayer Time

To: District Superintendent, Superintendent's Administrative Assistant, and Policy Contact

Administrative Action: Yes

- Review the included information.
- Contact your policy consultant for recommended local policy language if your board is likely to adopt the [SB 11 resolution](#).

Board Action: Yes

- Review the included information.
- Consider the statutory resolution relating to SB 11.
- If the resolution is adopted, also adopt local policy relating to a daily period of prayer and reading of the Bible or other religious texts.

- Deadline:**
- Review the information included as soon as possible.
 - Vote on the SB 11 resolution on or before March 1, 2026.

Background

SB 11 from the 89th Legislative Session adds Texas Education Code section 25.0823, which allows school boards to designate time each school day at every campus for students and employees to pray and read the Bible or other religious texts. The bill requires that within six months of the effective date (by March 1, 2026), each district's board must take a record vote either to establish the daily prayer time and reading of religious texts by adopting the resolution set out in the new statute or to decline to establish the daily prayer time.

A board wishing to establish a daily period for prayer and reading of religious texts must do so by adopting the statutory resolution. A resolution complying with the statutory requirements is available to download [here](#).

Action Needed

On or before March 1, 2026, each district's board must take a record vote on whether to adopt the statutory resolution. If your board adopts the resolution, contact your policy consultant for recommended policy language at DGA(LOCAL) and FNA(LOCAL) to implement the daily period of prayer and reading of the Bible or other religious text.

Need help?

If you have questions, please contact your [policy consultant](#) for assistance.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

WESTLAKE ACADEMY

RESOLUTION NO. 26-05

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES TO REAFFIRM WESTLAKE ACADEMY'S COMMITMENT TO PROTECTING INDIVIDUAL RELIGIOUS FREEDOM UNDER EXISTING STATE AND FEDERAL LAWS AND TO FORMALLY OPPOSE A RESOLUTION TO ADOPT A STATE-ORGANIZED PRAYER POLICY FOR THE DISTRICT, AS CONTEMPLATED BY TEXAS SENATE BILL 11 TO ESTABLISH A DAILY PERIOD OF PRAYER AND READING OF RELIGIOUS TEXTS.

WHEREAS, the First Amendment to the U.S. Constitution protects students' religious freedom in public school. Specifically, the Establishment Clause ensures that the government cannot favor any particular religious belief or religion over non-belief, and the Free Exercise Clause ensures that individuals have the right to practice their religious beliefs, free from government interference; and

WHEREAS, Article I, § 6 of the Texas Constitution guarantees the “separation of church and state” and embodies the principle that “religion is a matter of private conscience with which the state . . . is forbidden to interfere.” *Watts v. Watts*, 563 S.W.2d 314, 317 (Tex. Civ. App. 1978), writ refused NRE (July 5, 1978), disapp'd on other grounds by *Jones v. Cable*, 626 S.W.2d 734 (Tex. 1981); and

WHEREAS, the Texas Religious Freedom Restoration Act, Tex. Civ. Prac. & Rem. Code § 110.003, prohibits school districts and other government entities from “substantially burden[ing] a person's free exercise of religion”; and

WHEREAS, the Texas Education Code § 25.901 affirms that “[a] public school student has an absolute right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt the instructional or other activities of the school. A person may not require or coerce a student to engage in or refrain from such prayer or meditation during any school activity”; and

WHEREAS, the Texas Education Code § 25.082(d) establishes a school district's ability to institute a period of silence during which students may choose to “reflect, pray, meditate, or engage in any other silent activity that is not likely to interfere with or distract another student”; and

WHEREAS, Westlake Academy already operates within a comprehensive legal framework that protects students' and employees' rights to religious expression without government organization or endorsement; and

WHEREAS, Westlake Academy students have an absolute right to pray or read religious texts individually and voluntarily at school, provided such activity is non-disruptive; and

WHEREAS, Westlake Academy Students may not be required or coerced to participate in prayer or religious activity; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of 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 is committed to cultivating and maintaining a respectful school environment for students and teachers of any or no religious background.

SECTION 3: That the Board of Trustees of Westlake Academy reaffirms Westlake Academy's commitment to protect individual religious freedom under existing State and Federal Law.in

SECTION 4: That the Westlake Academy Board of Trustees, in consideration of the laws and policies recited above, formally opposes a resolution to adopt a state-organized prayer policy for our district, as contemplated by S.B. 11, 89th Legislature, codified at Texas Education Code § 25.0823.

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 17th DAY OF FEBRUARY, 2026.

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert
School Attorney