



Town of Westlake

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



Town Council/Board of Trustees Agenda - Final

Tuesday, May 20, 2025

3:00 PM

Council Chamber

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

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

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

WORK SESSION 3 PM

I. CALL WORK SESSION TO ORDER

II. WORK SESSION ITEMS

- II.A. [25-67](#)** Westlake Academy Budget Workshop (Cayce Lay Lamas, Finance Director)
- II.B. [25-117](#)** Discussion regarding Proposed Text Amendments to Various Land Development Regulations to Encourage Mixed-use Development (Jason Alexander, AICP, CEcD, Deputy Town Manager)
- II.C. [WA 25-118](#)** Presentation regarding proposal from Brown Reynolds Waterford Architects for the Westlake Academy Arts and Science Building Addition and Renovations (Dr. Kelly Ritchie, Head of School)

III. ADJOURN WORK SESSION

REGULAR MEETING 4 PM**A. CALL REGULAR MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT****B. INVOCATION AND PLEDGES OF ALLEGIANCE****C. CITIZEN/PARENT COMMENTS**

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

D. ITEMS OF COMMUNITY INTEREST

- D.1. [25-129](#)** Items of Community Interest (Communications Director Jon Sasser)

E. PROCLAMATION AND RECOGNITION

- E.1. [25-120](#)** National Public Works Week May 18-24, 2025 Proclamation (Mayor Kim Greaves)

- E.2. [WA Gen Item 25-15](#)** Recognition of the 2024-2025 Westlake Academy Safety Squad Members (Dr. Kelly Ritchie, Head of School)

F. PRESENTATION

- F.1. [WA 25-123](#)** Westlake Academy IB Programme Five Year Evaluation Report (Dr. Kelly Ritchie, Head of School)

G. 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.

- G.1. [25-115](#)** Discuss, consider and act to approve the May 7, 2025 Town Council/Board of Trustees Special Meeting Minutes (Town Secretary Dianna Buchanan)

- G.2. [RES 25-15](#)** Discuss, consider and act to approve Resolution 25-15 authorizing the Town Manager to expend funds for Town-wide landscaping and tree trimming services by Smith Lawn and Tree in the amount not to

exceed \$600,000.00 (Cheryl Taylor, P.E., Director of Public Works)

- G.3. [WA RES 25-11](#)** Discuss, consider and act to approve WA Resolution 25-11, amending the Westlake Academy Employee Facilities Salary Schedule for the 2024-2025 Fiscal Year previously approved by WA Resolution 24-22; and take appropriate action (Sandy Garza, Human Resources Director)

H. REGULAR AGENDA ITEMS

- H.1. [25-116](#)** Discuss, consider and act to Nominate and Elect the Mayor Pro Tem for May 2025- May 2026
- H.2. [ORD-1022](#)** Discuss, consider and act to adopt Ordinance 1022 amending certain provisions within PD, Planned Development Zoning District 1-2 (PD 1-2) regulating the development of approximately 85.9 acres of land generally located between State Highway 114, Davis Boulevard, and Solana Boulevard, and commonly known as "Entrada" to include adding a definition and certain standards for stacked flats; removing the residential to non-residential development ratios; updating the schedule of permitted of uses; and updating the standards for building height.
- H.3. [RES 25-14](#)** Discuss, consider and act to approve Resolution 25-14 Scheduling a Public Hearing to be held on July 15, 2025 at 4 p.m. to consider adoption of Land Use Assumptions and a Capital Improvements Plan under which an Impact Fee may be imposed for water, wastewater, and roadway facilities within the town; directing the town secretary to publish notice of said Public Hearing; And directing the Capital Improvements Advisory Committee to consider and make recommendations on the Land Use Assumptions and Capital Improvements Plan (Cheryl Taylor, P.E., Director of Public Works).
- H.4. [WA RES 25-10](#)** Discuss, consider and act to approve WA Resolution 25-10 approving a Professional Services Agreement with Brown Reynolds Watford Architects (BRW) for additions and renovations to the Westlake Academy Arts and Science Building (Dr. Kelly Ritchie, Head of School)
- H.5. [WA RES 25-08](#)** Discuss, consider and act regarding WA Resolution 25-08 approving updates to and adopting the Westlake Academy Attendance Policy (Dr. Kelly Ritchie, Head of School)
- H.6. [WA RES 25-12](#)** Discuss, consider and act regarding WA Resolution 25-12 approving an amendment to the Westlake Academy Admissions Policy (Dr. Kelly Ritchie, Head of School)
- H.7. [RES 25-16](#)** Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of Resolution 25-16

pertaining thereto (Wade Carroll, Town Manager)

- H.8. [WA RES 25-13](#) Discuss, consider and act to approve WA Resolution 25-13, authorizing the Head of School to enter into a 3-year \$1 buy-out lease agreement with Apple Financial Services for the acquisition of hardware, software licensing, and services to support the Westlake Academy One-to-One technology device initiative (Jason Power, Director of Information Technology)
- H.9. [WA RES 25-14](#) Discuss, consider and act to approve WA Resolution 25-14, authorizing the Head of School to enter into a 3-year lease agreement with CSI Leasing for the acquisition of hardware to support the Westlake Academy One-to-One technology device initiative (Jason Power, Director of Information Technology)
- H.10. [WA 25-124](#) Discuss, review and acknowledge receipt of the Intruder Detection Audit Report submitted by the Texas School Safety Center and approve related corrective actions to enhance safety and security measures at Westlake Academy (Head of School Dr. Kelly Ritchie)

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. [25-128](#) Section 551.076 Deliberation Regarding Security Devices or Security Audits Related to Summary of Findings of an Intruder Detection Audit for Westlake Academy
- I.2. [25-114](#) Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake
- I.3. [25-131](#) Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Attendance Policy and Admissions Policy.

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

K. FUTURE AGENDA ITEMS

L. STAFF RECAP OF COUNCIL DIRECTION

M. ADJOURNMENT

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



Town Secretary

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



Town of Westlake

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

Staff Report

File #: 25-67

Agenda Date: 5/20/2025

Agenda #: II.A.

TOWN STAFF REPORT RECOMMENDATIONS

Westlake Academy Budget Workshop (Cayce Lay Lamas, Finance Director)

STAFF: Cayce Lay Lamas, Finance Director

BACKGROUND:

The Board of Trustees is required to adopt an annual operating budget for Westlake Academy prior to the end of the current fiscal year (June 30). Staff will present the draft proposed budget of \$12,331,912 and the Board will be able to ask questions and provide feedback that will be incorporated into the final proposed budget. The proposed budget will be made available for public inspection ahead of the public hearing, scheduled for June 17.

DISCUSSION:

The FY 2025-2026 draft budget for Westlake Academy totals \$12,331,912. Capital spending, debt service, and shared services payroll costs are included in the Town's annual budget.

The budget includes the following changes from the prior fiscal year's amended budget:

- Increase in Blacksmith donations
- Reduction in direct contribution from the Town
- No salary increases outside the minimal step raises based on the compensation plan
- No changes in health care costs or contributions
- Decrease in FTEs (from 114.34 to 111)
 - Reallocation of secondary math and science positions
 - Removal of SIS Administrator, IT Technician, and Building Engineer
 - Cut Custodian position, funds reallocated to janitorial services
- Inclusion of Academy operating services/supplies previously budgeted by Town
- Contribution to fund balance of \$69,419

Local revenues are projected to increase by \$369,859, due in large part to the increased Blacksmith donation pledge, to \$3,657,493. State revenues are projected to increase \$159,426 due to minimal inflationary increases

and average daily attendance to \$8,674,419.

Personnel expenditures are projected to decrease by \$196,315 due to elimination of currently vacant support staff positions to \$9,276,202. Services are expected to increase by \$301,891 to \$1,497,917 solely due to the addition of shared services operating expenditures previously budgeted by the Town. Supplies and materials are projected to increase by \$240,853, due to the moving of shared services costs and reclassification of IB/AP testing from an offset revenue, for a total of \$667,897. Other operating costs are projected to increase by a minimal \$1,737 to \$470,477 solely for the moving of shared services costs. And debt service is projected to increase \$111,700 to \$350,000 for costs related to exchanging iPads on campus as one lease ends and the next begins.

Details of the draft budget by function can be found in the agenda packet. The Five-Year Forecast includes the last audited year, the current year adopted and amended budgets, the draft proposed budget, and a forecast through FY 2029-2030.

The Board is also being asked to consider a list of service level adjustments (SLAs) that would be an increase to the budget. Any items the Board deems a priority will be included in the proposed budget to be voted on next month.

Additionally, the Legislature is still in session and, as of the time of agenda publication, has yet to approve an increase in the basic student allotment. This revenue source, embedded in the Foundation School Funds category, is the Academy's highest revenue source. Any changes made by the State would be reflected in a future budget amendment. This has the potential to impact personnel costs, should a version mandating any of the increase be put towards teacher pay.

FISCAL IMPACT:

The FY 2025-2026 draft budget for Westlake Academy totals \$12,331,912, which will include a cash transfer from the Town of \$1,500,000. Additionally, \$2,701,966 is estimated to be included in the Town budget for shared services payroll and debt obligations for a total estimated budget of \$14,964,459 for Westlake Academy.

ATTACHMENT(S):

Draft Budget & Five-Year Forecast Schedule

Prioritized Service Level Adjustment (SLA) List

Service Level Adjustment (SLA) Requests

TOWN COUNCIL ACTION/OPTIONS:

No actions are required for this item

WESTLAKE ACADEMY
Statement of Revenues, Expenditures, and Changes in Fund Balance
Consolidated General Fund 5-Year Forecast FY 2024/2025 through FY 2029/2030

Updated 05/12/25

	Audited FY 23/24	Original FY 24/25	Amended FY 24/25	Proposed FY 25/26	Projected FY 26/27	Projected FY 27/28	Projected FY 28/29	Projected FY 29/30
1 REVENUE								
2 Transportation	\$ 11,791	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
3 Parking	2,020	15,000	15,000	15,000	15,000	15,000	15,000	15,000
4 Athletic Activities	122,354	130,000	130,000	133,000	133,000	133,000	133,000	133,000
5 Athletic Donations	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000
6 Interest Earned	40,620	35,000	35,000	35,000	35,000	35,000	35,000	35,350
7 WAF Blacksmith Donations	1,129,384	1,250,000	1,250,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
8 WAF Salary Reimbursement	-	-	37,364	37,364	37,364	37,364	37,364	37,364
9 Municipal Transfer: WA Operations	1,462,264	1,496,494	1,736,484	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000
10 Municipal Transfer: Fac Operations	-	-	15,210	21,224	21,436	21,651	21,867	22,086
11 Technology Use Fees	13,150	33,000	33,000	35,000	35,000	35,000	35,000	35,000
12 AP/IB Exam Fees	-	-	-	95,000				
13 Other Local Revenue (sub, prnt, misc)	4,383	4,000	4,408	4,500	4,500	4,500	4,500	4,500
14 Food Services	8,168	8,576	8,168	8,405	8,531	8,659	8,789	8,921
15 Total Local Revenue	2,794,135	2,995,070	3,287,634	3,657,493	3,062,831	3,063,174	3,063,520	3,064,221
16 Percent of total revenue	26%	26%	28%	30%	26%	25%	25%	25%
17 TEA - Available School Funds	328,702	343,119	343,119	349,981	356,981	364,121	371,403	378,831
18 TEA - Foundation School Funds	6,602,963	6,846,021	6,846,021	6,982,941	7,122,600	7,265,052	7,410,353	7,558,560
19 CTE Funding (addt'l TEA-FSP Funds)	400,764	647,523	647,523	660,473	673,683	687,157	700,900	714,918
20 Facilities Allotment (addt'l TEA-FSP Funds)	138,840	134,696	134,696	137,390	138,764	140,151	141,553	142,969
21 TEA - Advanced Placement Training	-	-	-	-	-	-	-	-
22 TRS On-behalf/Medicare Part B	480,751	543,634	543,634	543,634	549,070	554,561	560,107	565,708
23 Total State Revenue	7,952,021	8,514,993	8,514,993	8,674,419	8,841,097	9,011,042	9,184,316	9,360,985
24 Percent of total revenue	74%	74%	72%	70%	74%	75%	75%	75%
25 TOTAL REVENUE	\$ 10,746,156	\$ 11,510,063	\$ 11,802,627	\$ 12,331,912	\$ 11,903,929	\$ 12,074,216	\$ 12,247,836	\$ 12,425,207
26 EXPENDITURES by OBJECT				4.48%				
27 Object Code 61XX - Salaries	\$ 7,870,243	9,373,928	9,472,517	9,276,202	\$ 9,368,964	\$ 9,462,654	\$ 9,557,280	\$ 9,652,853
28 Object Code 62XX - Contracted Services	1,281,517	1,014,580	1,196,026	1,497,917	1,505,407	1,512,934	1,520,498	1,528,101
29 Object Code 63XX - Supplies & Materials	304,482	407,000	427,044	667,897	671,236	674,593	677,966	681,355
30 Object Code 64XX - Other Operating Costs	391,740	476,255	468,740	470,477	472,829	475,194	477,569	479,957
31 Object Code 65XX - Debt Service	181,878	238,300	238,300	350,000	275,000	275,000	321,750	321,750
32 TOTAL EXPENDITURES by OBJECT	\$ 10,029,860	\$ 11,510,063	\$ 11,802,627	\$ 12,262,493	\$ 12,293,436	\$ 12,400,373	\$ 12,555,064	\$ 12,664,017
				3.9%				

WESTLAKE ACADEMY
Statement of Revenues, Expenditures, and Changes in Fund Balance
Consolidated General Fund 5-Year Forecast FY 2024/2025 through FY 2029/2030

Updated 05/12/25

	Audited FY 23/24	Original FY 24/25	Amended FY 24/25	Proposed FY 25/26	Projected FY 26/27	Projected FY 27/28	Projected FY 28/29	Projected FY 29/30
33 EXPENDITURES by FUNCTION								
34 Function 11 - Instructional	\$ 5,015,099	5,886,294	6,004,546	6,005,680				
35 Function 12 - Resources & Media	123,472	198,110	199,659	193,732				
36 Function 13 - Curriculum & Staff Development	40,545	56,600	42,850	42,850				
37 Function 21 - Instructional Leadership	252,002	329,620	310,567	272,124				
38 Function 23 - School Leadership	1,085,587	1,394,610	1,433,313	1,141,649				
39 Function 31 - Guidance & Counseling	640,771	597,066	619,058	705,794				
40 Function 33 - Health Services	79,050	136,162	104,260	87,431				
41 Function 36 - Athletics	262,963	323,051	297,471	356,019				
42 Function 36 - Other Activities	92,611	150,316	144,925	130,644				
43 Function 41 - General Admin	584,578	467,950	645,003	794,239				
44 Function 51 - Maintenance & Operations	1,090,851	1,100,257	1,089,465	1,193,973				
45 Function 52 - Security & Monitoring	16,461	32,500	43,800	43,800				
46 Function 53 - Data Processing	404,735	438,374	424,393	725,708				
47 Function 61 - Community Services	159,256	160,853	205,017	218,850				
48 Function 71 - Debt Service	181,878	238,300	238,300	350,000				
49 TOTAL EXPENDITURES by FUNCTION	\$ 10,029,860	\$ 11,510,063	\$ 11,802,627	\$ 12,262,493				
50 Other Resources/Capital Lease Proceeds	-	-	-	600,000	-	-	-	600,000
51 Other Uses/Capital Lease	-	-	-	(600,000)	-	-	-	(600,000)
52 Transfer in - Athletics (198)	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
53 Transfer out - Academy General Fund (199)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)
54 NET OTHER RESOURCES & USES	-	-	-	-	-	-	-	-
55 REVENUES OVER(UNDER) EXP	\$ 716,296	\$ -	\$ -	\$ 69,419	\$ (389,507)	\$ (326,158)	\$ (307,229)	\$ (238,810)

WESTLAKE ACADEMY
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Consolidated General Fund 5-Year Forecast FY 2024/2025 through FY 2029/2030

Updated 05/12/25

	Audited FY 23/24	Original FY 24/25	Amended FY 24/25	Proposed FY 25/26	Projected FY 26/27	Projected FY 27/28	Projected FY 28/29	Projected FY 29/30
56 FUND BALANCE BEGINNING	1,291,695	2,007,991	2,007,991	2,007,991	2,077,410	1,687,903	1,361,745	1,054,516
57 FUND BALANCE ENDING	2,007,991	2,007,991	2,007,991	2,077,410	1,687,903	1,361,745	1,054,516	815,707
58 Less: Assigned for Bus Maintenance	(16,150)	(15,343)	(15,343)	(15,343)	(14,576)	(13,847)	(13,155)	(12,497)
59 Less: Assigned for Technology R & M	(128,570)	(128,570)	(128,570)	(128,570)	(122,142)	(116,034)	(110,233)	(104,721)
60 Less: Assigned for Ath Uniform/Equip Rplcmnt	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
61 FUND BALANCE ENDING (Unassigned)	\$ 1,848,271	\$ 1,849,078	\$ 1,849,078	\$ 1,918,497	\$ 1,536,186	\$ 1,216,863	\$ 916,129	\$ 683,490
62 Number of Operating Days	67	59	57	57	46	36	27	20
63 Dollars per Operating Day	\$ 27,479	\$ 31,534	\$ 32,336	\$ 33,596	\$ 33,681	\$ 33,974	\$ 34,397	\$ 34,696
64 Total Students Enrolled	882	880	880	900	900	900	900	900
65 TEA Basic Allotment	6,160	6,160	6,160	6,160	6,160	6,160	6,160	6,160
66 TEA Revenue from Basic Allotment (BA*enrollment)	\$ 5,433,120	\$ 5,420,800	\$ 5,420,800	\$ 5,544,000	\$ 5,544,000	\$ 5,544,000	\$ 5,544,000	\$ 5,544,000
67 TEA Funding per Student	\$ 8,471	\$ 9,058	\$ 9,058	\$ 9,034	\$ 9,213	\$ 9,396	\$ 9,582	\$ 9,773
68 Operating Cost per Student	\$ 11,372	\$ 13,080	\$ 13,412	\$ 13,625	\$ 13,659	\$ 13,778	\$ 13,950	\$ 14,071
69 Teachers (fnct 11)	70.43	74.43	72.34	74.50	74.50	74.50	74.50	74.50
70 Student/Teacher Ratio	12.52	11.82	12.16	12.08	12.08	12.08	12.08	12.08
71 ALL Faculty & Staff	106.26	117.76	114.34	111.00	111.00	111.00	111.00	111.00

Shared Services Costs (contained within Town budget; not in above totals)

72 Shared Services Personnel (paid out of Town payroll; will be finalized as part of Town budget)	1,100,000	(approx. 70% would be in Fn. 41, 30% in Fn. 53)
73 Academy Debt (principal/interest FY26 - does not include potential 2025 issuance)	1,601,966	(would be classified in Fn. 71)
74 Total Estimated Expenditures to be Adopted with Town Budget	2,701,966	
75 Total Expenditures Including Shared Services	14,964,459	(line 49 + 74)
76 Total Estimated Academy Revenue	12,331,912	
77 Less the Town's Contributions	1,521,224	
78 Deficit (when considering all Shared Services costs)	(4,153,771)	

Westlake Academy										
Budget for Fiscal Year 2025-2026										
Service Level Adjustment Requests										
Dept	Pg #	Type	Priority Level	Priority Rank	Category	Title	Recurrence	Amount	Status	
Technology	57	Maintain Service Level	High	1	Technology	New hardware/iPad lease staff/stdnts	on-going	\$ 18,000	KR reviewed 4/30/25	
Special Ed	46	Expanded Service	High	2	Training/Travel	Increase in SPED training (compliance, best practices)	on-going	\$ 10,000	KR reviewed 4/30/25	
High School	23	New/Pilot	High	3	Programmatic	DP Core (TOK, Creativity, Activity, CAS, EE)	on-going	\$ 2,000	KR reviewed 4/30/25	
Admin	2	Expanded Service	High	4	Programmatic	Supplies: paper/copier supplies	on-going	\$ 6,850	KR reviewed 4/30/25	
Admin	3	Expanded Service	High	5	Technology	Student records system (ln 1)	on-going	\$ 3,047	KR reviewed 4/30/25	
Admin	3	Expanded Service	High	6	Training/Travel	Student records system (ln 2)	on-going	\$ 1,150	KR reviewed 4/30/25	
Facilities	10	Maintain Service Level	High	7	Bldg Upgrades	Exterior/interior R&M	1-time	\$ 67,300	KR reviewed 4/30/25	
Human Resources	30	Maintain Service Level	High	8	Programmatic	Increase in costs for Time & Absence Maintenance system	on-going	\$ 1,050	KR reviewed 4/30/25	
Facilities	15	Maintain Service Level	High	9	Programmatic	Increase in janitorial services	on-going	\$ 61,750	KR reviewed 4/30/25	
High School	27	Maintain Service Level	High	10	Programmatic	College board annual fees	on-going	\$ 400	KR reviewed 4/30/25	
Facilities	16	Expanded Service	High	11	Bldg Upgrades	Kitchen equipment replacement (ln 2)	1-time	\$ 20,000	KR reviewed 4/30/25	
High School	25	Maintain Service Level	High	12	Programmatic	Increase in secondary art supplies	on-going	\$ 300	KR reviewed 4/30/25	
Facilities	16	Maintain Service Level	High	13	Programmatic	Kitchen equipment R&M (ln 3)	on-going	\$ 10,000	KR reviewed 4/30/25	
High School	24	Expanded Service	High	14	Programmatic	Instructional supplies for Flex Instructional Time	on-going	\$ 1,200	KR reviewed 4/30/25	
Middle School	35	Maintain Service Level	High	15	Programmatic	Instructional supplies for Flex Instructional Time	on-going	\$ 1,000	KR reviewed 4/30/25	
Human Resources	31	Maintain Service Level	High	16	Programmatic	Increase in commercial insurance costs	on-going	\$ 45,725	KR reviewed 4/30/25	
Superintendent	48	Expanded Service	High	17	Programmatic	Increase in SPED legal fees	on-going	\$ 19,000	KR reviewed 5/1/25	
Superintendent	50	Expanded Service	High	18	Programmatic	New AD relocation reimbursement (per contract)	1-time	\$ 1,500	KR reviewed 5/1/25	
Facilities	11	Maintain Service Level	High	19	Bldg Upgrades	Classroom furniture R&M (ln 2)	on-going	\$ 5,000	KR reviewed 4/30/25	
Facilities	12	Maintain Service Level	High	20	Bldg Upgrades	Increase in elevator R&M costs	on-going	\$ 3,000	KR reviewed 4/30/25	
Facilities	13	Maintain Service Level	High	21	Bldg Upgrades	Increase in fire sprinkler R&M costs	on-going	\$ 4,600	KR reviewed 4/30/25	
Facilities	14	Maintain Service Level	High	22	Bldg Upgrades	HVAC/web controller software updates (ln 2)	on-going	\$ 9,850	KR reviewed 4/30/25	
Facilities	14	Maintain Service Level	High	23	Bldg Upgrades	HVAC/web controller update (ln 3-4)	1-time	\$ 21,500	KR reviewed 4/30/25	
Facilities	14	Maintain Service Level	High	24	Bldg Upgrades	HVAC/web controller (attach modular HVAC units) (ln 5)	1-time	\$ 32,000	KR reviewed 4/30/25	
Facilities	11	Maintain Service Level	High	25	Bldg Upgrades	Furniture replacement (modular bldg) (ln 1)	1-time	\$ 15,000	KR reviewed 4/30/25	
Facilities	18	Maintain Service Level	High	26	Bldg Upgrades	Concrete lifting (ln 3)	1-time	\$ 10,000	KR reviewed 4/30/25	
Facilities	18	Maintain Service Level	High	27	Bldg Upgrades	Increase in parking lot R&M (ln 2)	on-going	\$ 2,700	KR reviewed 4/30/25	
Primary School	42	Expanded Service	High	28	Training/Travel	Increase in IB & Reading Academy training	on-going	\$ 11,000	KR reviewed 4/30/25	
High School	26	New/Pilot	High	29	Programmatic	Food costs for CCMR activities (college fair)	on-going	\$ 350	KR reviewed 4/30/25	
High School	28	Reallocation	High	30	Programmatic	Senior banquet student meals	on-going	\$ 3,000		
Middle School	34	Maintain Service Level	High	31	Training/Travel	Increase in MYP IB Coordinator travel	on-going	\$ 1,000	KR reviewed 4/30/25	
Middle School	37	Maintain Service Level	High	32	Programmatic	Secondary leadership meals (meetings/hosted luncheons	on-going	\$ 850	KR reviewed 4/30/25	
Primary School	44	Expanded Service	High	33	Training/Travel	Increase in campus leadership dues/training (ln 2-3)	on-going	\$ 1,250	KR reviewed 4/30/25	
Primary School	40	Maintain Service Level	High	34	Programmatic	Library professional memberships	on-going	\$ 50	KR reviewed 4/30/25	
Primary School	43	Expanded Service	High	35	Training/Travel	Increase in PYP IB Coordinator travel (ln 1)	on-going	\$ 800	KR reviewed 4/30/25	
Superintendent	55		Mid	36	Programmatic	BTS breakfast/gift, EOY EE recognition	on-going	\$ 11,000	KR reviewed 5/9/25	
Primary School	44	Expanded Service	Mid	37	Programmatic	Primary leadership meals/student awards (ln 1)	on-going	\$ 1,750	KR reviewed 4/30/25	

SLA REQUESTS

DEPT: *Admin*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Leadership K-12

Request Paper/copier staples combined account

Summary

In order to pay a lower price in bulk for paper that is often share among programs, we want to combine this school wide expense into one account.

SLA Type Expanded Service

Recurrence On-Going

Justification Other (Explain)

Funding Source Increased Reven

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP SCHOOL	No	1996	23	00	001	99	00	0	6399	\$ 6,850
TOTAL										\$ 6,850

Benefits to Funding/Consequences of Not Funding

Secure better paper pricing and purchase habits for copiers and copier staples that are shared across programs and sections.

Principal/Dept Head Approval

Kelly Ritchie

Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Accountability Dept. - Gen Admin

Request SLA for Technology and Training

Summary

Adjusting the technology budget to include the cost of a Student Records System for the school and increasing the amount of the training budget to support more PowerSchool training and transportation costs to and from TASBO and ESC 11 trainings.

SLA Type Expanded Service

Recurrence On-Going

Justification Student Enrollment

Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
WA Admin Technology	No	1996	41	00	720	99	0	00	6398	\$ 3,047
WA Admin Training	No	1996	41	00	720	99	0	00	6411	\$ 1,150
TOTAL										\$ 4,197

Benefits to Funding/Consequences of Not Funding

The student record system will ensure that we are meeting the TEA requirements for student records and will enable Administration, Counselors and Teachers to easily access student records as needed. The additional funds for training will allow the department to attend necessary training to stay updated on changes in TEA reporting and PowerSchool changes and management.

Darcy McFarlane
Principal/Dept Head Approval


Head of School Approval

SLA REQUESTS

DEPT: *Athletics*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Athletics

Request Funding for Yearly Hudl Subscription

Summary
Requesting funding to activate HUDL pay for the subscription for the 2025-2026 school year. The program was previously funded by foundation and booster club during the 2024-2025 school year.

SLA Type Maintain Service Level Recurrence On-Going

Justification Other (Explain) Funding Source Increased Revenues

Low Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Athletic Technology	No	1986	36	00	001	91	0	00	6398	\$10,000.00
TOTAL										\$ 10,000

Benefits to Funding/Consequences of Not Funding
Funding will enable to use the programs across the sports programs for 2025-2026 school. A lack of funding will not allow the use of the program across athletics program.

Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Athletics

Request Home Game Event Workers

Summary
 This will enable us to provide event workers for all athletic contests.

SLA Type Expanded Service Recurrence On-Going

Justification Other (Explain) Funding Source Increased Revenues

Mid-level priority (New AD
might have different
options)

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Athletic Game Worker Stipend	Yes	1986	36	00	001	91	A	02		\$19,215
Athletic Game Worker Medicare	Yes	1986	36	00	001	91	A	02		\$280
Athletic Game Worker WC	Yes	1986	36	00	001	91	A	02		\$305
TOTAL										\$ 19,800

Benefits to Funding/Consequences of Not Funding

It will enable us to provide the required workers for home athletic events. The consequences of not funding, we'll be unable to provide the workers required to manage the home sporting events.

Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

Westlake Academy
Worksheet for Game Workers pg 1 of 2
February 14, 2025

Proposed Rates per game: Announcer \$40.00
Scoreboard \$35.00
Gatekeeper \$30.00
Chain Crew \$25.00

Fall/2024...Cross Country, Football, Volleyball

- Cross Country (0 home events) No positions needed
- Football (21 home games) Positions needed (6) Gate (\$30.00 x 21=**\$630.00**), Scoreboard(\$35.00 x 21=**\$735.00**), Announcer(\$40.00 x 21=**\$840.00**), Chain Crew (3)(\$25.00 x 21=\$525.00 x 3=**\$1575.00**)...Total Cost Football Game Workers...**\$3780.00**
- Volleyball (39 home games) Positions needed (3) Gate(\$30.00 x 39=**\$1170.00**), Scoreboard(\$35.00 x 39=**\$1365.00**), Announcer(\$40.00 x 39=**\$1560.00**)...Total Cost Volleyball Game Workers...**\$4095.00**

21 Football events @ 6 positions per event = \$3780.00
39 Volleyball events @ 3 positions per event = \$4095.00

TOTAL COST OF GAME WORKERS FOR FALL SPORTS **\$7875.00**

Winter2024...Basketball, Soccer

- Boys/Girls Basketball (90 games) Positions needed (3) Gate(\$30.00 x 90=**\$2700.00**), Scoreboard(\$35.00 x 90=**\$3150.00**), Announcer(\$40.00 x 90=**\$3600.00**)...Total Cost Basketball Game Workers...**\$9450.00**
- Boys/Girls Soccer (currently no gate charge)(18 Games)Positions needed (1)Scoreboard(\$35.00 x 18=**\$630.00**)...Total Cost Soccer Game Workers...**\$630.00**

TOTAL COST OF GAME WORKERS FOR WINTER SPORTS **\$10,080.00**

**FALL AND WINTER TOTAL COST FOR GAMEWORKERS FOR THE SPORTS OF
FOOTBALL, VOLLEYBALL, BOYS/GIRLS BASKETBALL, BOYS/GIRLS SOCCER...**

\$17,955.00

Spring...Baseball, Golf, Tennis, Track

- Baseball (12 home games...est.) Positions needed (3) Gate(\$30.00 x 12=\$**\$360.00**), Scoreboard(\$35.00 x 12=\$**\$420.00**), Announcer(\$40.00 x 12=\$**\$480.00**)...Total Cost Baseball Game Workers...**\$1260.00**
- Boys/Girls Golf (0 home events) No positions needed
- Boys/ Girls Tennis (0 home events) No positions needed
- Boys/Girls Track (0 home events) No positions needed

SPRING TOTAL COST FOR GAME WORKERS FOR THE SPORT OF BASEBALL...
\$1260.00

GAME WORKER YEARLY COST...

\$19,215.00

1.45% Medicare \$280 6141
 1.5699% WC \$302 6143

\$583 2284
 19,197.00

round \$19,800

Questions/ Discussion (my thoughts)

- What fair and reasonable rate will attract our employees?

I based rates on information I received from Keller ISD, Carroll ISD, Northwest ISD, HEB ISD, Liberty Christian School

- Should this opportunity be offered to regular employees only?

Yes, I believe initially regular employees should be asked first

- Will hourly employees be eligible for this opportunity?

Yes, I am told they are

- Will employees be required to pay TRS?

Yes, I am told they will

- Can gate revenues be used to offset the cost of game workers?

No, I am told the budget is not set up for that type of transaction

- Should there be a stipend provided for an athletic events coordinator (Stadium Manager) to oversee and manage game workers?

Yes, this is a very time consuming responsibility that is often assigned to one person.

- Should there be a stipend or hourly rate provided to compensate an athletic facilities manager to be on site to address maintenance and clean-up needs?

Yes, custodians should be assigned to all home athletic events. Custodial costs are not included in this worksheet.

SLA REQUESTS

DEPT: *Facilities*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Building R&M

Summary

Additional funding is needed for 3 one-time projects and an increase to both interior and exterior building R&M

SLA Type Maintain Service Level

Recurrence Other (Explain

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP BUILDING R&M	No	1996	51	15	001	99	0	00	6249	
Replace door sensors on 6 doors (1-time)										\$ 5,000
Floor replacement/releveling in boys locker room (1-time)										\$ 20,000
Wood floor sanding/refinishing PYP1 Commons (1-time)										\$ 12,000
Interior building painting (MPH, gym, sec bldg) increase in costs										\$ 5,800
Exterior building powerwashing, staining, wood replacement increase in costs										\$ 7,000
Move Gym floor sealer from Athletics to Facilities										\$ 2,500
Roof repairs										\$ 15,000
TOTAL										\$ 67,300

Benefits to Funding/Consequences of Not Funding

The importance of security and maintenance for the invironment, Ensuring the safety of our students and teachers kept in good condition bring to the attention the we need for repairs on our school sidewalks, wood floors etc,that several areas require maintanece.

Kelly Ritchie

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Gen Op Classroom Furniture

Summary
Funding for furniture replacements in modular units

SLA Type Maintain Service Level Recurrence One-Time

Justification Safety Requirement Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP CLSRM FURNITURE	Yes	1996	51	01	001	99	0	00	6399	
Classroom furniture replacement (1-time)										\$ 15,000
Classroom furniture R&M (on-going)										\$ 5,000
TOTAL										\$ 20,000

Benefits to Funding/Consequences of Not Funding
The old furniture is weaken, making it unstable and unsafe for the students to use .Chairs and Tables may wobble and get brokend very often

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Elevator maintenance

Summary
Increased costs in general repairs to elevators not included in the annual maintenance agreement

SLA Type Maintain Service Level Recurrence Other (Explain

Justification Other (Explain) Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP ELEVATOR R&M	No	1996	51	11	001	99	0	00	6249	\$ 3,000
TOTAL										\$ 3,000

Benefits to Funding/Consequences of Not Funding
Inceased costs this year, delaying the necessary work could result in futher damage, leading to higher repair expenses in the future. The continued malfunction of the elevator poses serious safety risks to employees.

Kelly Ritchie

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Fire Sprinkler R&M

Summary
Additional funding is needed for the fire sprinkler system. Based on service calls and current budget, it has become evident that additional funds are necessary to ensure the system meets safety regulations and operational efficiency standards.

SLA Type Maintain Service Level Recurrence On-Going

Justification Safety Requirement Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Fnc	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP FIRE SPRINKLER R&M	No	1996	51	12	001	99	0	00	6249	\$ 4,600
TOTAL										\$ 4,600

Benefits to Funding/Consequences of Not Funding
There have been increased costs due to inflation, material price increases and labor costs. Given the critical role of the fire system in protecting lives and property, it is essential that the funds are allocated to ensure safety compliance.

Kelly Ritchie

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request HVAC/Web Controller R&M: add 1-time projects and a maintenance agreement

Summary

HVAC/Web Controllers are not all on the same system. Replacement of old controllers.

SLA Type Maintain Service Level

Recurrence Other (Explain

Justification Other (Explain)

Funding Source Fund Balance

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP HVAC/WEB CONTROLLER R&M	No	1996	51	04	001	99	0	00	6249	
Proj (on-going): HVAC S/W updates maintenance agreement										\$ 9,850
Proj (1-time): Controller system update										\$ 2,500
Proj (1-time): Controller update in PYP 1/2, Gym										\$ 19,000
Proj (1-time)attachd the HVAC Units from the modulars to the web controller										\$32,000
TOTAL										\$ 63,350

Benefits to Funding/Consequences of Not Funding

Adding controllers to the modular buildings will allow control of the temperature and schedule, saving on cost of utilities. The maintenance agreement provides service to controllers in case of issues with programs. The controller system update keeps software up to date. Controller updates for PYP, gym provides updated controllers to work with LSI system WebCtrl.

Kelly Ritchie 14

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Increase in Janitorial Services

Summary
Janitorial services was under-budgeted. Contract for over-night cleaning and 1-day porter. Currently use 3 additional day-porters who perform cleaning & general maintenance.

SLA Type Maintain Service Level Recurrence On-Going

Justification Other (Explain) Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Fnc	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP JANITORIAL SERVICES	No	1996	51	02	001	99	0	00	6249	\$ 61,750
TOTAL										\$ 61,750

Benefits to Funding/Consequences of Not Funding
Benefits: In addition to the regular cleaning duties, two of the day porters perform additional cleaning services and light maintenance, including: carpet/floor cleaning, painting, windows, classroom/locker general cleaning, mowing of soccer & football fields, mulching flower beds, PM for doors, plumbing, kitchen equipment maintenance, and roof cleaning.
Consequences: There would be an increased cost of having to contract with other vendors to perform the duties.

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Kitchen Equipment & Repair

Summary
The kitchen equipment is 20 years old and is coming to an age that needs repairs and replacements more often

SLA Type Expanded Service Recurrence Other (Explain

Justification Other (Explain) Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP EQUIPMENT R&M	Yes	1996	51	09	001	99	0	00		
Equipment replacement (1-time)									6399	\$ 20,000
Equipment R&M									6249	\$ 10,000

TOTAL \$ 30,000

Benefits to Funding/Consequences of Not Funding

Funds will be used to do a proactive and on-time maintenance and support of the kitchen equipment that is 20 years old and is needing maintenance and replacement parts more often. Keeping the equipment functional is key to the operations of the kitchen for school lunches and events. The equipment that needs a proactive maintenance and repair cycle are: walk-in freezers, refrigerators, warming ovens, ovens, stove tops, serving line warmers, and salad bar/cold food station, among others. Also on-time repairs and replacements will be needed based on the age of the current commercial kitchen equipment.

Kelly Ritchie

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Landscape & Grounds

Summary

Adding 1-time landscape upgrade. Future years will be put on a rotation schedule. Total cost of project is estimated at \$35k, but half can be absorbed into current base budget due to not using Smith Lawn to mow soccer/football fields (performed by day-porter).

SLA Type Maintain Service Level

Recurrence One-Time

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Fnc	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP LANDSCAPE & GROUNDS	No	1996	51	05	001	99	0	00	6249	\$ 17,500
TOTAL										\$ 17,500

Benefits to Funding/Consequences of Not Funding

Enhancing the landscape improves the overall look and feel of the space creating a more welcoming and visually appealing environment. Also on the future costs may increase if the area degrades further requiring more extensive repairs or restoration.

Rosie Miller

Principal/Dept Head Approval



Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Maintenance & Operations (Facilities)

Request Gen Op Parking Lot & Sidewalk R&M

Summary
Additional funding includes 2 one-time expenditures for lot striping and concrete lifting, reallocating parking lot budget from Athletics to Facilities

SLA Type Maintain Service Level Recurrence One-Time

Justification Safety Requirement Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP PKNG LOT/SIDEWALK R&M	Yes	1996	51	xx	001	99	0	00	6249	
Parking lot striping (every 4 yrs)										\$ 2,700
Concrete lifting (3 areas)										\$ 10,000
TOTAL										\$ 12,700

Benefits to Funding/Consequences of Not Funding
we need this funding, to maintenance work at WA over time the parking lot paint has faded, and sections of the sidewalk have become uneven posing potential safety hazards for pedestrians and drivers alike. To ensure with safety and improve overall better accessibility re- striping parking lot and sidewalk lifting and repairs.

SLA REQUESTS

DEPT: *Finance*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Finance

Request New Revenue Accounts for AP and IB Exam Fees

Summary

Need to add revenue accounts for AP and IB Exam Fees

This has already been incorporated into the 5-year forecast, \$0 net

SLA Type Maintain Service Level

Recurrence On-Going

Justification Other (Explain)

Funding Source Increased Reven

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Gen Op Stdnt AP Exam Fees	No	1996		05					R5748	\$ (46,500)
Gen Op Stdnt IB Exam Fees	Yes	1996		06					R5748	\$ (51,600)
Gen Op AP Exam/Contribution	No	1996	11	00	001	11	0	00	6339	\$ 46,500
Gen Op IB Exam/Contribution	No	1996	11	HS	001	11	0	00	6339	\$ 51,600
TOTAL										\$ -

Benefits to Funding/Consequences of Not Funding

In prior years, fees collected for AP and IB exams were posted to the expenditure account (6339) to offset the cost of the exams. For increased transparent reporting of revenue, the transactions will be split between actual revenue and expenditure accounts. The estimated budget for AP is from the FY24 cost, and for IB from the FY25 cost.

Marlene Rutledge

Principal/Dept Head Approval

Kelly Ritchie

Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Finance

Request ClearGov Budget Building Tool

Summary

ClearGov reporting creates a user-friendly, transparent budget book that enhances understanding and communication of financial informatin, aligning with the strategic goals. This automated tool compiles and formats budget data, reducing the manual work we currently do.

SLA Type New/Pilot

Recurrence On-Going

Justification Other (Explain) **Funding Source** Fund Balance

Mid-Priority—will this be \$6500
every year? Is there a less
expensive alternative?

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Fnc	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Gen Op ClearGov Annual Contract	Yes	1996	53	03	001	99	0	00	6299	\$ 6,500

TOTAL **\$ 6,500**

Benefits to Funding/Consequences of Not Funding

The budget savings from the annual PowerSchool contract can fund the implementation cost of \$3,500 in the current fiscal year. The budget process has become more user-friendly since implementing eFinancePlus, with administrators now playing a key role. However, creating a transparent budget document to communicate our strategic goals to stakeholders has remained a manual task. We have not had a collaborative platform with an interactive financial dashboard that allows users to access up-to-date budget-to-actuals and year-over-year data for more effective planning. Given the current expectations set by the strategic plan, providing accurate and reliable information has become an even higher priority.

Kelly Ritchie

SLA REQUESTS

DEPT: *High School*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program HS (DP)

Request New Budget line item for DP Core

Summary

Per IB recommendations, there is a need to establish a specific budget for the DP core: Theory of Knowledge (TOK), Creativity, Activity, Service (CAS), Extended Essay (EE). The allocation will also promote greater collaboration between the various components of the core curriculum.

SLA Type New/Pilot

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority (required
by IB)

Budget Details

Line Item	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount
DP Core (New)	1996	11	HS	001	11	9	00	6399	\$2,000.00

TOTAL 2000

Benefits to Funding/Consequences of Not Funding

In compliance with IB recommendations, establishing a new "Core" Subject Department and allocating \$2,000 annually, will provide the necessary resources for these important programs, fostering better collaboration and support for students.

J.R. Owen
Principal Approval


Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program HS (DP)

Request Increase for HS instructional supplies

Summary

For 25-26sy there will be a new Flexible Instructional Time period where students participate in organizations. Some of these groups will need funds - for example a membership fee . Request is a \$1,200 increase from \$3,800 to \$5,000.

SLA Type Expanded Service

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

									a/c
Line Item	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount
GEN OP INSTR HS SUPPLIES	1996	11	HS	001	11	00	0	6399	1,200

TOTAL \$1,200

Benefits to Funding/Consequences of Not Funding

Access to additional funds will allow for successful implemtation of FIT groups. Without these funds, some groups may not be able to access curriculum.

J.R. Owen

Principal Approval



Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department HS

Request Increase budget for Secondary Art Supplies

Summary

Increase Secondary art budget from \$3,200 to \$3,500 (increase of \$300) to cover rising cost of art supplies, specifically for DP students

SLA Type Maintain Service Level

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

Line Item	Fund	Funct	S/O	Org	PIC	Ed	Proj	a/c Object	Amount
Sec Art Supplies (existing account)	1995	11	00	001	11	6	00	6399	\$300.00

TOTAL \$300.00

Benefits to Funding/Consequences of Not Funding

Allows students, especially DP students, to continue to work in preferred visual mediums for mandatory IB DP coursework and submit their best work.

J.R. Owen

Principal Approval

Kelly Ritchie

Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program HS (DP)

Request CCMR meals

Summary

New account required for meals for on-campus CMMR activities, such as college fair. Please note that as Func 31 HS PIC 99 account was incorrectly used for college fair food in fy25, the new K-12 GEN OP CNSL meals account (which combined totals from 25fy ES, MS and HS), is being reduced by \$650 in budget prep for fy26.

SLA Type New/Pilot

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

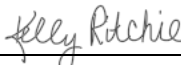
Line Item	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount
GEN OP CNSL HS CCMR MEALS & MISC EXP	1996	31	HS	001	38	00	0	6499	\$ 1,000.00
GEN OP CNSL MEALS & MISC EXP	1996	31	0	1	99	0	0	6499	\$ (750.00)

TOTAL \$ 350.00

Benefits to Funding/Consequences of Not Funding

College Fair and college visitors play important role in maintaining and building strong relations with colleges in US and abroad. Lunch for college reps increases their experience.

J.R. Owen
Principal Approval


Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program HS (DP)

Request A new account for annual college board fees

Summary

In fy25, the college board fees were incorrectly added to the CMMR's prof fees account. A standalone account is needed

SLA Type New/Pilot

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

Line Item	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount
College Board fees	1996	31	HS	001	99	0	00	6495	400.00

TOTAL 400

Benefits to Funding/Consequences of Not Funding

College Board annual fee provides professional resources for our teachers

J.R. Owen

Principal Approval



Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program High School

Request Add budget for the Senior Banquet meals for the seniors Dept 40 Reallocation

Summary
A budget is needed to provide senior student meals at the Senior Banquet.

SLA Type Reallocation Recurrence On-Going

Justification Other (Explain) Funding Source Fund Balance

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Senior Banquet Meals	Yes	1996	11	HS	001	11	0	02	6499	\$ 3,000
TOTAL										\$ 3,000

Benefits to Funding/Consequences of Not Funding
In prior years, this cost was funded by the Town. Due to reallocating Dept 40 expenditures to the Academy, a budget is needed. The cost per student has generally been less than \$3,000, and is determined from the per-plate cost from the catering/venue's event agreement.

Submitted by: Marlene Rutledge 5/1/25
Principal/Dept Head Approval
Head of School Approval

SLA REQUESTS

DEPT: *Human Resources*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Human Resources

Request Frontline Time and Absence Management

Summary

Increase in cost for the system.

SLA Type Maintain Service Level **Recurrence** On-Going

Justification Legal Mandate **Funding Source** Fund Balance

Priority

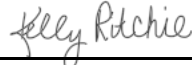
Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
HR Admin Technology	No	1996	41	00	750	99	0	HR	6398	\$ 1,050
TOTAL										\$ 1,050

Benefits to Funding/Consequences of Not Funding

Requirement to maintain time and absences.

Sandy M. Garza
Principal/Dept Head Approval


Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Human Resources

Request Insurance Coverage

Summary Academy Insurance, which includes Building, Auto, Liability, Crime, Student Accident, Student Accident - Trips, and Umbrella coverage, was paid on a 10-month premium schedule during the 2024-2025 period due to a change in the budget year alignment. For budgeting purposes, a general increase of 12% was applied. We send out bids annually to ensure we receive the best rates and coverage. Some insurance line items have been combined in the past, but I've separated to help maintain historical records for each line item.

SLA Type Maintain Service Level Recurrence On-Going

Justification Legal Mandate Priority Funding Source Fund Balance

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
General Umbrella	No	1996	41	00	750	99	0	HR	6429	\$ 10,655
Crime Policy	No	1996	41	01	750	99	0	HR	6429	\$ 1,150
Commercial (Buildings)	No	1996	51	00	001	99	0	HR	6429	\$ 19,960
Auto	No	1996	51	00	001	99	0	HR	6429	\$ 13,960
TOTAL										\$ 45,725

Benefits to Funding/Consequences of Not Funding Legal requirement to maintain insurance.

Sandy M. Garza Principal/Dept Head Approval

Kelly Ritchie Head of School Approval

SLA REQUESTS

DEPT: *Middle School*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Middle School

Request Bilingual/ESL Services

Summary

Last year, Frontline access was expanded to include documentation and tracking for ESL related services. With this, there was an implementation fee in the amount of \$2,500 that was a one time expense.

SLA Type Sunsetting Program

Recurrence One-Time

Justification Other (Explain)

Funding Source Expenditure Reduction

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Fnc	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
INDIRECT BIL/ESL SVCS	No	1995	21	00	001	25	0	00	6219	\$ (2,500)
TOTAL										\$ (2,500)

Benefits to Funding/Consequences of Not Funding

This was an implementation fee expense.

Maxwell Ituah
Principal/Dept Head Approval


Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Middle School

Request Coordinator Travel

Summary
This particular budget item was inadequately funded for the current year, failing to accommodate the escalating demands driven by rising expenses in airfare, hotel, and conference costs. Therefore, there is a request to increase this line from \$2,000 to \$3,000. The previous academic years (23-24SY), this line item had \$3,000 allotted.

SLA Type Maintain Service Level Recurrence On-Going

Justification Other (Explain) Funding Source Increased Revenues

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP MYP STR CRD EE TRVL & TRNG	No	1995	21	MP	001	11	0	00	6411	\$ 1,000
TOTAL										\$ 1,000

Benefits to Funding/Consequences of Not Funding
A raise would counterbalance the surge in expenses and enable the MYP Coordinator to access professional development opportunities.

Maxwell Ituah
Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Middle School

Request Instructional Supplies

Summary
This increase is to support the new FIT (Flexible Instruction Time) period.

SLA Type Maintain Service Level Recurrence One-Time

Justification Other (Explain) Funding Source Increased Revenues

Priority

Budget Details 199511MS001110006399

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
MS GEN OP INSTR SUPPLIES	No	1995	11	MS	001	11	0	00	6399	\$ 1,000
TOTAL										\$ 1,000

Benefits to Funding/Consequences of Not Funding
There will not be enough funds to support the new courses that will be offered for students.

Maxwell Ituah
Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Middle School

Request Awards

Summary
This line item was previously established for both the MS/HS and MYP/DP programs prior to the current academic year. To ensure consistency across the secondary continuum, it needs to be reinstated it as a combined account moving forward.

SLA Type Expanded Service Recurrence On-Going

Justification Other (Explain) Funding Source Increased Revenues

Mid-level
Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Secondary Awards		1994	11		001	11	0	00	6499	\$ 2,000
TOTAL										\$ 2,000

Benefits to Funding/Consequences of Not Funding
This would benefit the annual MYP and DP end of year celebrations that occur annually.

Maxwell Ituah
Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Middle School

Request Secondary Meals & Misc

Summary
This account is for all secondary and was underfunded this academic year. Increasing the balance will allow for food during meetings and hosting luncheons during the year.

SLA Type Maintain Service Level Recurrence On-Going

Justification Other (Explain) Funding Source Increased Revenues

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP SCH LDR SEC MEALS & MISC	No	1995	23	0	1	99	0	00	6499	\$ 850
TOTAL										\$ 850

Benefits to Funding/Consequences of Not Funding
Increasing the meals/misc account boosts staff morale through appreciation events and enhances professional development by keeping educators engaged during training sessions.

Maxwell Ituah
Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SLA REQUESTS

DEPT: Primary School

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP

Request GEN OP INSTR ES SUPPLIES

Summary

\$1800 Arboretum Experiences for G3-5; \$900 for Animal experiences (Wildlife on the Move and All about Animals for 4 grade levels; \$900 Frontiers of Flight

SLA Type Previously WAF Funded

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Low level priority—why
is this moving from a
grant?

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP INSTR ES SUPPLIES	No	1996	11	ES	001	11	00	0	6399	\$ 3,600
TOTAL										\$ 3,600

Benefits to Funding/Consequences of Not Funding

These experiences have been funded by grants, WAF and specific Gala grant to teacher the past 3+ years. We cannot absorb these in the general instructional supplies budget. Part of the magic of WA are these rich, hands on science learning experiences that engage students, extend learning, and make great PR photos!

Principal/Dept Head Approval


Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP

Request Increase to 12-6495

Summary

MEMBERSHIPS / ASCA AND LSSSCA LONE STAR STATE SCHOOL COUNCIL ASSOCIATION

SLA Type Maintain Service Level Recurrence On-Going

Justification Other (Explain) Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP ES Library PROF FEES & DUES	No	1996	12	ES	001	11	0	00	6495	\$ 50
TOTAL										\$ 50

Benefits to Funding/Consequences of Not Funding

Cost of librarian membership in the state organization is going up by \$50.

Principal/Dept Head Approval



Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP

Request One Time new phonics curriculum training fee

Summary

In this adoption year for phonics for the state, we need 6 hours of PD from Reading Horizons on using the state approved curriculum with Kinder, G1 and G2.

SLA Type New/Pilot

Recurrence One-Time

Justification Other (Explain)

Funding Source Fund Balance

This needs to
come out of the
overall PD
budget for PYP

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP STSF DEV ES PROD SVCS	no	1996	11	ES	001	99	00	0	6219	\$ 7,000
TOTAL										\$ 7,000

Benefits to Funding/Consequences of Not Funding

In order to support the new phonics curriculum that aligns with the science of reading and the Reading Academy work, we need to train teachers on the Reading Horizons methods.

Principal/Dept Head Approval

Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP Teacher Training

Request Expand to meet needs for 2025-2026

Summary

The IB evaluation included a matter to be addressed in that we have 4 teachers without training, originally planned for June. It is now in July. The rotation of teachers needing training includes 6 others for 25-26 school year

SLA Type Expanded Service

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OPO STF DEV TRVL & TRNG	No	1996	13	00	001	00	0	00	6411	\$ 8,000
READING ACADEMY EE TRAVL & TRNG	No	1996	13	ES	001	36	0	RD	6411	\$ 3,000
TOTAL										\$ 11,000

Benefits to Funding/Consequences of Not Funding

We moved 24-25 training funds out because of a date change for June training, showing a lower budgeted amount. We have 1 teacher who needs reading academy for 25-26.

Principal/Dept Head Approval

Kelly Ritchie

Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP

Request PYP Coordinator Travel Increase; Decrease IB Fees (non-evaluation year)

Summary

In 24-25, no base funds were designated for the IB PYP Coordinator travel budget line item. We moved \$2200 into that account but want align it to our prior practice of \$3000.

SLA Type Expanded Service

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
IB Coordinator training	No	1996	21	PP	001	11	0	00	6411	\$ 800
GEN OP PYP INSTR COORD IBO ANNU	No	1996	21	PP	001	11	0	00	6495	\$ (3,273)
TOTAL										\$ (2,473)

Benefits to Funding/Consequences of Not Funding

The instructional leader of the PYP will expand her learning on instructional coaching in 2025-2026 in order to support teachers' practices in the classroom. No evaluation visit in the 25-26 school year.

Principal/Dept Head Approval



Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP

Request Increase to 23-64XX

Summary

This account originally had no funds. PYP will revamp flowers for staff for occasions through a self-funded sunshine fund going forward. However, we need funds for PD related meals and G5 Awards.

SLA Type Expanded Service

Recurrence On-Going

Justification Other (Explain)

Funding Source Fund Balance

6499—mid-level priority
6495 & 6411 Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP CMPS LDR ES MEALS & EXP	No	1996	23	ES	001	99	0	00	6499	\$ 1,750
GEN OP CMPS LDR ES PROF FEES & DL	No	1996	23	ES	001	99	0	00	6495	\$ 250
GEN OP CMPS LDR ES TRVL & TRNG	No	1996	23	ES	001	99	0	00	6411	\$ 1,000
TOTAL										\$ 3,000

Benefits to Funding/Consequences of Not Funding

6499: \$1250 PD; \$500 for G5, Spelling Bee and Reading Awards (unfunded in 2025); \$2250 total; 6411--Hughes and Wood to local law training \$500 and IB training \$5500. Both new to PYP and \$3000 per person is our practice for admin training; 6495--Include funds for Wood's membership to TASA

Principal/Dept Head Approval


Head of School Approval

SLA REQUESTS

DEPT: SPED

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program K-12 SPECIAL EDUCATION

Request CREATE TRAINING BUDGET FOR SPED

Summary
 Development for our SPED department has been internal only for the past several years. We need to keep up with latest rules, compliance and best practices for our students.

SLA Type Expanded Service **Recurrence** On-Going

Justification Other (Explain) **Funding Source** Fund Balance

Priority

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OPO STF DEV SPED TRVL & TRNG	Yes	1996	13	00	001	23	0	00	6411	\$ 10,000
TOTAL										\$ 10,000

Benefits to Funding/Consequences of Not Funding
 Coordinator--annual training (\$3000); Crisis Prevention Institute annual (\$1000); 3 SPED teachers on 3 year rotation (\$3000); Speech Therapist, Dyslexia Therapist and Diag on 3 year rotation (\$3000)

Principal/Dept Head Approval

Kelly Ritchie

Head of School Approval

SLA REQUESTS

DEPT: Superintendent

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program PYP Superintendent

Request 6211 GEN OP SUPT SPED LEGAL SVCS

Summary
 Grossly underfunded in 2025-2026 in relations to our SPED needs.

SLA Type Expanded Service Recurrence On-Going

Justification Other (Explain) Funding Source Fund Balance

Priority but this is a Supt. expense
 so all-campus, not PYP or SPED
 specific

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP SUPT LEGAL SVCS	No	1996	41	00	701	23	0	00	6211	\$ 19,000

TOTAL **\$ 19,000**

Benefits to Funding/Consequences of Not Funding

Based on year to date costs related to legal consulting, we need at least \$19,000 to match this year. Our SPED population is larger than previous years with 85 students (62 PYP, 23 Secondary) providing opportunity with more questions and more unrealistic demands being asked by parents.

Principal/Dept Head Approval _____


 Head of School Approval _____

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Superintendent

Request Adjustements to Superintendent

Summary
Supt and Director of Innovation and Tech Travel and Training - Whole line should be \$7,000 total for both individuals.
Meals and Misc to \$2,500

SLA Type Expanded Service Recurrence Other (Explain)

Justification Other (Explain) Funding Source Other (Explain)

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP SUPT EE TRVL & TRNG	No	1996	41	00	701	99	00		6411	\$ 3,350
GEN OP SUPT MEALS & MISC EXP	No	1996	41	00	701	99	00		6499	\$ 700
TOTAL										\$ 4,050

Benefits to Funding/Consequences of Not Funding

Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Athletics

Request Moving Cost for Athletic Director

Summary Relocation reimbursement for New Athletic Director: \$1,500

SLA Type Expanded Service Recurrence One-Time

Justification Other (Explain) Funding Source Other (Explain)

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Athletic Director Reimbursement Stipe										\$ 1,500
TOTAL										\$ 1,500

Benefits to Funding/Consequences of Not Funding

Marlene said that she knew the line code for this. I am leaving this blank for you all. Thank you!

Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Gen Op Counselor HS Stipend

Request Removing Stipend

Summary There will be no hs counselor stipend

SLA Type Sunsetting Program Recurrence Other (Explain)

Justification Other (Explain) Funding Source Expenditure Reduction

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP CNSL HS STIPEND	No	1996	31	HS	1	99	0		6118	\$ (1,022)
TOTAL										\$ (1,022)

Benefits to Funding/Consequences of Not Funding

Principal/Dept Head Approval Kelly Ritchie Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Gen Op

Request Removing Stipend

Summary There will be no head counselor stipend

SLA Type Sunsetting Program Recurrence Other (Explain)

Justification Other (Explain) Funding Source Expenditure Reduction

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP CNSL HS CCMR STIPEND TEAM	No	1996	31	HS	1	38	0		6116	\$ (1,533)
TOTAL										\$ (1,533)

Benefits to Funding/Consequences of Not Funding

Principal/Dept Head Approval Kelly Ritchie Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Gen Op Counselor MS

Request Removing Counselor

Summary There will be one counselor and related expenses. This can come off of MS or HS. Should be listed as SEC counselor

SLA Type Sunsetting Program Recurrence Other (Explain)

Justification Other (Explain) Funding Source Expenditure Reduction

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP CNSL MS SUPPLIES	No	1996	31	MS	1	99	0		6399	\$ (500)
GEN OP MS CNSL EE TRVL & TRNG	No	1996	31	MS	1	99	0		6411	\$ (2,000)
GEN OP MS GDNC/CNSL PROF FEES &	No	1996	31	MS	1	99	0		6495	\$ (300)
GEN OP MS GDNC/CNSL MEALS & MIS	No	1996	31	MS	1	99	0		6499	\$ (300)
TOTAL										\$ (3,100)

Benefits to Funding/Consequences of Not Funding

Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program Gen Op 504

Request Removing Position

Summary Sam Fabres role will be with absorbed into Special Pops coordinator

SLA Type Sunsetting Program Recurrence Other (Explain)

Justification Other (Explain) Funding Source Expenditure Reduction

Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
GEN OP SCH LDR 504 TRVL & TRNG	No	1996	23	MS	1	99	54		6411	\$ (2,000)
GEN OP INSTR 504 SUPPLIES	No	1996	11	00	1	11	54		6399	\$ (300)
TOTAL										\$ (2,300)

Benefits to Funding/Consequences of Not Funding

Principal/Dept Head Approval

Kelly Ritchie
Head of School Approval

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program	K-12
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Request	Adjustments to Meals & Misc (Campus-Wide Events)

Summary

This increase will serve to provide meals for staff when we have to stay late/come early for events, will provide a back to school breakfast and welcome gift, and will provide an EOY recognition event. The BTS breakfast/gift and Employee Celebration events were previously under the Town's budget.

SLA Type	Expanded Service
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Recurrence On-Going

Justification	Other (Explain)
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Funding Source	Fund Balance
State	1000000
Federal	500000
Local	200000
Private	100000
Grants	50000
Other	20000
Total	1900000

Budget Details

[illegible]

Benefits to Funding/Consequences of Not Funding

This fund will help to absorb some of the expenses that have historically been housed in Dept. 40 as well as consolidate expenses from the dif

Principal/Dept Head Approval

Kelly Ritchie

Head of School Approval

SLA REQUESTS

DEPT: *Technology*

SERVICE LEVEL ADJUSTMENT REQUESTS

Department/Program IT Function 71 Debt Service "iPad Lease Payments"

Request Lease new hardware for staff and continuation of the 1-to-1 iPad program for students

Summary

Apple MacBook Air Laptops for Staff, iPads for staff and students, AppleTVs for screen sharing in classrooms, charging carts for G1-G5 iPads, JAMF management software licensing for managing staff and student hardware. Increase in yearly lease cost is estimated to be an additional \$18k/year for 3 years.

SLA Type Maintain Service Level

Recurrence On-Going

Justification Student Enrollment

Funding Source Fund Balance

Priority

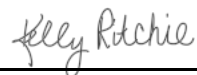
Budget Details

Line Item Description	New Acct (yes or no)	Fund	Funct	S/O	Org	PIC	Ed	Proj	Object	Amount (whole # only)
Gen Op Capital Lease Pri	No	1996	71	00	001	99	000	6512		\$ 18,000
TOTAL										\$ 18,000

Benefits to Funding/Consequences of Not Funding

The current 3-year lease expires in June 2025, so all staff laptops and staff and student iPads will be returned at the end of the lease; new hardware is needed for the continuation of the 1-to-1 program for students and for staff to have a computer and iPad available to them. There is an increase in the yearly cost of the lease due to the increased cost of the hardware and management software and additional technology needed for the increased number of students over the next 3 years (estimated increase of 60 students total). We have offset some of the cost increase by reducing the amount of spare equipment we usually keep on hand from 100 iPads to 50 iPads. The 2022 Lease

Jason Power
Principal/Dept Head Approval


Head of School Approval



Town of Westlake

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

Staff Report

File #: 25-117

Agenda Date: 5/20/2025

Agenda #: II.B.

TOWN STAFF REPORT RECOMMENDATIONS

Discussion regarding Proposed Text Amendments to Various Land Development Regulations to Encourage Mixed-use Development (Jason Alexander, AICP, CEcD, Deputy Town Manager)

STAFF: Jason Alexander, AICP, CEcD, Deputy Town Manager



Town of Westlake

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

Staff Report

File #: WA 25-118

Agenda Date: 5/20/2025

Agenda #: II.C.

ACADEMY STAFF REPORT RECOMMENDATIONS

Presentation regarding proposal from Brown Reynolds Waterford Architects for the Westlake Academy Arts and Science Building Addition and Renovations (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

NOTE: RELATED REGULAR AGENDA ACTION ITEM H.4. (WA RES. 25-10)



Town of Westlake

Staff Report

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

File #: 25-129

Agenda Date: 5/20/2025

Agenda #: D.1.

TOWN STAFF REPORT RECOMMENDATIONS

Items of Community Interest (Communications Director Jon Sasser)

STAFF: Communications Director Jon Sasser

BACKGROUND:

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:

Town Hall/Municipal Court Closed

In observance of Memorial Day

May 26, 2025

Westlake Academy end-of-year events including:

- Middle school and high school Awards ceremonies, May 21st at 9 am and 1 pm Gym
- Senior Banquet on May 21st at 6 pm Bowden in Keller
- Baccalaureate on May 22nd at 8 am Gym
- Senior Clap out on May 22nd at 9 am
- Senior Awards on May 22nd at 9:30 am Gym
- Brick laying on May 22nd after senior awards
- 5th grade awards on May 23rd at 8 am Gym
- Graduation on May 24th at 2 pm Hurst Conference Center

Fire Station Open House: Around 500 people turned out. Great weather

Spring Concert: 130 people showed up. Rescheduled due to weather

Gala Update: Westlake Academy Foundation raised nearly \$390k, including \$100k in teacher's grants, \$80k in student study hubs, and \$120k in teacher/staff gift cards.



Town of Westlake

Staff Report

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

File #: 25-120

Agenda Date: 5/20/2025

Agenda #: E.1.

TOWN STAFF REPORT RECOMMENDATIONS

National Public Works Week May 18-24, 2025 Proclamation (Mayor Kim Greaves)

STAFF: Mayor Kim Greaves

BACKGROUND:

Proclaiming May 18-24, 2025 as Public Works Week



Town of Westlake Proclamation

Proclaiming May 18--May 24, 2025 as National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Westlake; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Westlake to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.,

NOW THEREFORE, I, Kim Greaves, Mayor of the Town of Westlake, Texas, with the Town Council do hereby proclaim the week of May 18–24, 2025,

National Public Works Week

And urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.



ISSUED: May 20, 2025



Kim Greaves, Mayor



Town of Westlake

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

Staff Report

File #: WA Gen Item 25-15

Agenda Date: 5/20/2025

Agenda #: E.2.

ACADEMY STAFF REPORT RECOMMENDATIONS

Recognition of the 2024-2025 Westlake Academy Safety Squad Members (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

2024-2025 Westlake Academy Safety Squad Members

Yifeng Deng

Cecilia Bugarin

Beckett Gubler

Tristan Espensen

Ishi Mishra

Sawyer Tidden

Sirivalli Voonna

Maximus Adebesin

Preston Macon

Madelynn Guthals

Tristan Tang



Town of Westlake

Staff Report

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

File #: WA 25-123

Agenda Date: 5/20/2025

Agenda #:

ACADEMY STAFF REPORT RECOMMENDATION

Westlake Academy IB Programme Five Year Evaluation Report (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School



IB CONTINUUM
CONTINUUM DE L'IB
CONTINUO DEL IB

Evaluation report

IB World Schools Department



International Baccalaureate®
Baccalauréat International
Bachillerato Internacional

Education for a better world

Programme Evaluation Report

Head of School: Beth Hughes, James Owen, Kelly Renea Ritchie, Maxwell Ituah

School Name: Westlake Academy

School Code: 002525

School Address: 2600 J.T. Ottinger Road Westlake, Texas 76262

IB Programme(s): Diploma Programme, Middle Years Programme, Primary Years Programme

Programme Coordinators: Alison Schneider, Brandon Llewellyn, Sarah Stack

Date: Tuesday 25 March 2025

Student ages in which all students are engaged in PYP: 5-6, 6-7, 7-8, 8-9, 9-10, 10-11

MYP years offered at the school: Y1, Y2, Y3, Y4, Y5

Evaluation Team

Diploma Programme

Evaluation Leader: Josue Naranjo

Programme Leader: Andrea Vanegas Morales

Middle Years Programme

Evaluation Leader: Margaret Clavette

Programme Leader: Heather Lajoie

Primary Years Programme

Evaluation Leader: Julieta Carrillo

Programme Leader: Sagrario Argüelles

School and Programme Leadership

Dear Beth Hughes, James Owen, Kelly Renea Ritchie, Maxwell Ituah,

Thank you for completing the programme evaluation self-study process. The International Baccalaureate (IB) recognizes that this process requires considerable time and effort from the entire school community. We appreciate the effort that you have made and hope that the insights gained along the way will be valuable in further developing your programme(s).

Please review the feedback in this report carefully as it provides important guidance for the development of the programme(s) that will help your school achieve the optimum outcomes for students.

IB programme evaluation is built on the premise that IB programmes, when implemented with fidelity, ultimately lead to the achievement of the IB mission. The primary aim is to support schools in continuously developing their capacity to implement IB programmes in order to have a greater impact on student outcomes through the development of teacher and leader practice.

We hope that through this process school leadership will gain a deeper understanding of both the aspects of the programme that are being implemented effectively and the aspects that need further development. The process supports the school—as a learning community—to develop the capacity to work intentionally and strategically to develop its IB programme(s) and enable school leaders and teachers to better direct their efforts and resources.

A. School Context

School & Community Description

Westlake Academy is a public charter school and the only municipally owned school in Texas. It operates under a shared services model with the Town of Westlake, in which the Town Council also serves as the school board, and the mayor acts as its president. Located along the Tarrant-Denton county border, northwest of DFW Airport, the school serves students in a charter-based educational framework. With a defined enrollment size, Westlake Academy emphasizes parent, teacher, and student engagement.

The Town of Westlake itself spans seven square miles and is home to a growing population, expected to reach 7,000 residents by 2040. With an average household income exceeding \$243,000 and home values starting at \$1.3 million, the town is recognized as a Gold Level Scenic City. Westlake is home to major corporate campuses, including Deloitte University, Fidelity Investments, and the headquarters of Charles Schwab, positioning it as a unique blend of small-town atmosphere and global opportunity.

As a K-12 public charter school, Westlake Academy receives only about 75% of the per-student funding provided to traditional independent school districts. To bridge this financial gap, the Westlake Academy Foundation leads fundraising efforts, including the annual Gala, which in 2024 raised \$258,000 to support student enrichment programs, guest speakers, and additional learning resources. For the 2024-2025 school year, the foundation aims to raise at least \$1.25 million, with 20% of that goal already met as of early September.

About 20% of the staff at the school come from outside the United States, representing countries such as Britain, Canada, Australia, Finland, Argentina, Mexico, and France. The student body - 67.53% identifying as White, 31.34% as Asian, 7.10% as Black or African American, 3.38% as American Indian or Alaskan Native, and 1.01% as Native Hawaiian or Pacific Islander. English is the primary language spoken by 88.73% of students, while Spanish is spoken by 1.35%. Other languages, including Vietnamese, Korean, French, Arabic, Bengali, Cantonese, Gujarati, Hindi, Mandarin, Nepali, Portuguese, Telugu, and Thai, are represented in smaller percentages.

B. Programme strengths

Purpose: Sharing an important mission

- Purpose (0101)
 - **Purpose 1:** The governing body and school leaders articulate a purpose for learning that aligns with the IB's philosophy and mission. (0101-01)
 - Strategic decisions regarding the culture and daily life of the school community are guided by the IB mission. During the period under review, the school underwent a process to reflect upon and update the mission and vision statements, which now inform all their decisions and meetings. Each programme has the autonomy to design their individual plans within the overall framework. The school leadership team meets weekly with a shared agenda, and there are additional quarterly meetings with a larger group. They emphasize student-centered decision-making and maintaining fidelity to IB principles during leadership changes.
 - The governing board and the pedagogical leadership team show a strong commitment to the IB philosophy and mission. The board is extensively involved in data analysis (graduation rates, IB results), and this data informs their support of programme delivery. The governing board expresses significant trust in the pedagogical leadership team and provides ongoing support to their mission.
 - **Purpose 2:** The school's pedagogical leadership team embraces educational approaches that encourage students to become active, compassionate lifelong learners. (0101-02)
 - The school's commitment to the IB mission and philosophy is exemplified by its leadership in the IB local, state, national and global community. The school benefits from the talent of active IBEN members in its learning community.
 - **Purpose 3:** The school community fosters internationally minded people who embody all attributes of the IB learner profile. (0101-03)
 - The concepts of community, diversity, inclusion and compassion (essential to nurturing inquiring, knowledgeable and caring young people) permeate and frame the work of all members in the school community. School alumni continue their commitment to the school through an alumni association, and Westlake Academy

graduates return to the school to share their further learning and participate in school sports and cultural events.

- Developing international-mindedness and the attributes of an IB learner are visible and actionable in and beyond the classroom, through international trips, celebration of diverse holidays, exploration of world religions, and an annual international week. In addition, cultural groups visit the school to share their traditions.

Environments: Providing essential structures, systems and resources

- Leadership and governance (0201)
 - **Leadership 1:** The school regularly reviews and follows all IB rules, regulations and guidelines to support programme implementation and ongoing development. (0201-01)
 - The school benefits from leadership and governance that demonstrates a commitment to providing high-quality learning environments. The governing body acknowledges and celebrates the positive impact the school has on its wider community. The board further recognizes the school's significant role in attracting families and contributing to the town's growth.
 - The school has demonstrated long-term sustainability of the programmes. The Westlake Town Hall and the Westlake Academy Foundation fund resources to support high-quality learning environments. The prestige of the school attracts students from outside the town, ensuring diversity and engagement for long-term programme development.
 - **Leadership 5:** The school funds and allocates resources that sustain and further develop its IB programme(s). (0201-05)
 - The governing body and school leadership practice responsible resource planning for the sustainable development of the programme, including both the regular school budget and grant opportunities through the school's foundation and parent group. The chair of the governing board takes an active role in advocating for additional funding with the state.
- Student support (0202)
 - **Student support 1:** The school provides relevant human, natural, built and virtual resources to implement its IB programme(s). (0202-01)

- The school benefits from the expertise of its teachers and administrative staff. Additionally, the communications director and innovation director support the school's growth and enhance student engagement. The PYP librarian and STEM specialist play a vital role in enriching the programme of inquiry, fostering student development as inquirers and lifelong learners.
- **Student support 2:** The school identifies and provides appropriate learning support. (0202-02)
 - Students benefit from a variety of learning supports, including strong teacher relationships, interventionists, small group instruction, accommodations, and tutoring. Students are clearly "seen" by teachers and administrators, with close monitoring of their academic and social-emotional needs.
- **Student support 3:** The school fosters the social, emotional, and physical well-being of its students and teachers. (0202-03)
 - The school emphasizes inclusivity, student-led activities, and a supportive faculty. It provides structured events and initiatives to celebrate student achievements, including Senior Sunrise, Senior Team Lead events, and the IB Continuum Exhibition. Westlake Academy also offers individualized support and collaborates with senior parents on events that recognize student efforts.
 - The school provides extensive support for students and families making transitions into the school, including onboarding activities and a buddy system for both students and their families.
- Teacher support (0203)
 - **Teacher support 2:** The school ensures that leadership and teachers participate in appropriate and timely professional learning to inform their practice. (0203-02)
 - The school allocates funds for IB professional learning, prioritized by programme needs. Teachers are able to request additional training opportunities through grants funded by the school's foundation and parent group.
 - **Teacher support 3:** The school provides time and other resources for teachers to collaborate effectively in the implementation of IB programme(s). (0203-03)
 - Teacher relationships and informal collaboration are essential to programme implementation. Teachers

support one another and frequently check in on each other's professional and social-emotional well-being.

Culture: Creating positive school cultures

- Culture through policy implementation (0301)
 - **Culture 3:** The school implements, communicates and regularly reviews an academic integrity policy that creates cultures of ethical academic practice. (0301-03)
 - The school has published a school-wide academic integrity pledge that supports all students in all subject groups. The pledge is posted in different areas of the school in English, French and Spanish, and is published in the student handbook. The posters are used to support students, as reminders of how to appropriately apply academic honesty and to explicitly teach academic honesty to students in the classroom.

Learning: Ensuring effective education

- Designing a coherent curriculum (0401)
 - **Coherent curriculum 1:** The school plans and implements a coherent curriculum that organizes learning and teaching within and across the years of its IB programme(s). (0401-01)
 - Classroom learning experiences, as observed and documented in the written curriculum, intentionally address and promote the development of international-mindedness and IB learner profile attributes.
- Students as lifelong learners (0402)
 - **Lifelong learners 1:** Students actively develop thinking, research, communication, social and self-management skills. (0402-01)
 - Students are actively involved in their own learning, as demonstrated by classroom observations of independent inquiry, self-reflection, and peer evaluation. Students demonstrate awareness of the impact that assessment rubrics play on monitoring their learning. Students across the continuum describe opportunities for them to engage in independent inquiry beyond the classroom.
 - **Lifelong learners 3:** Students identify and foster healthy relationships, an understanding of shared responsibility, and the ability to collaborate effectively. (0402-03)

- Students have agency to effect change in the school through Student Council and student-led clubs, in addition to the Exhibition and the Personal Project.
- Approaches to teaching (0403)
 - **Approaches to teaching 1:** Teachers use inquiry, action and reflection to develop natural curiosity in students. (0403-01)
 - Learning both inside and beyond the classroom is conceptual, contextual and highly interactive. Learning engagements, teaching strategies and subject matter all confirm this to be a consistent teaching approach in the continuum. Students frequently collaborate on classroom activities, both in seated groups and in environments around the school.
 - **Approaches to teaching 4:** Teachers promote effective relationships and purposeful collaboration to create a positive and dynamic learning community. (0403-04)
 - Teachers and students are learning partners, with teachers serving as consultants and guides during collaborative work. Mutual respect among students and between students and teachers are highly evident in classroom interactions. Parents and students take pride in Westlake's supportive environment.
 - **Approaches to teaching 5:** Teachers remove barriers to learning to enable every student to develop, pursue and achieve challenging personal learning goals. (0403-05)
 - The classroom environment and teaching strategies enable every student to pursue and meet their learning goals, with clear differentiation based on students' needs. Students with learning differences are fully embraced by their peers in the classroom.
- Approaches to assessment (0404)
 - **Approaches to assessment 2:** The school uses assessment methods that are varied and fit-for-purpose for the curriculum and stated learning outcomes and objectives. (0404-02)
 - Assessment tasks are highly varied across all programmes, including tests, presentations, videos, performances, and exit tickets. Teachers actively use ongoing assessment, incorporating both teacher-to-student feedback and peer-to-peer feedback.

C. Requirements

Based on the review of the programme documentation, observations of the team during the visit and in conversations with members of the school community, the following requirements were found to not be in place.

Primary Years Programme

Target	Findings	Evidence to be provided by the School
Environments Teacher support (0203) Teacher support 2 Teacher support 2.1	Preliminary review and conversations with members of the school community do not confirm that the school complies with IB-mandated PD requirements, as outlined in IB documentation.	Certificate of attendance or official proof of registration to a role specific IB training for the four new PYP teachers.

The IB provides a wide array of resources on the programme resource centre to support schools in meeting requirements. The school's IBWS Manager can assist the school in identifying resources, understanding the expectations and actions needed to meet requirements.

D. Development of IB Standards

Purpose: Sharing an important mission	School Self-Assessment	IB Evaluation Team	Comments on School Development of IB Standards
Purpose (0101) Schools implement IB programmes to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	

Environments: Providing essential structures, systems and resources	School Self-Assessment	IB Evaluation Team	Comments on School Development of IB Standards
Leadership and governance (0201) The leadership and governance of IB World Schools create and sustain high-quality learning environments.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	
Student support (0202) Learning environments in IB World Schools support student success.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	

Teacher support (0203) Learning environments in IB World Schools support and empower teachers.	DP: Shows notable development MYP: Shows notable development PYP: Shows notable development	DP: Shows notable development MYP: Shows notable development PYP: Requires development	PYP: At the time of the visit, four PYP teachers did not have IB training. The school mentioned that teachers will be trained during the upcoming summer.
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Culture: Creating positive school cultures	School Self-Assessment	IB Evaluation Team	Comments on School Development of IB Standards
Culture through policy implementation (0301) Schools develop, implement, communicate and review effective policies that help to create a school culture in which IB philosophy can thrive.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Offers opportunity for further development MYP: Offers opportunity for further development PYP: Offers opportunity for further development	DP: Parents and students do not play an active role in policy revision and communication. MYP: Parents and students do not play an active role in policy revision and communication. PYP: Parents and students do not play an active role in policy revision and communication.

Learning: Ensuring effective education	School Self-Assessment	IB Evaluation Team	Comments on School Development of IB Standards
Designing a coherent curriculum (0401) Learning in IB World Schools is based on a coherent curriculum.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	

Students as lifelong learners (0402) Learning in IB schools aims to develop students ready for further education and life beyond the classroom.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	
Approaches to teaching (0403) IB programmes encourage approaches to teaching that create learning experiences that are shown to be meaningful to the school community.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	
Approaches to assessment (0404) Learning, teaching, and assessment effectively inform and influence one another.	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	DP: Shows development beyond requirements MYP: Shows development beyond requirements PYP: Shows development beyond requirements	

E. Feedback on the planning and analysis and reflection of programme development

Programme development strengths

Planning

- The area of focus is aligned with recommendations from the prior evaluation report and with the school's desire to identify how ATLs are explicitly taught and practiced throughout the continuum. The school focused on closing the skill gaps to support the transition from one programme to the next.
- The school has considered examples from other schools to inform their process, in addition to addressing state curriculum requirements.
- The school set an appropriately challenging goal that motivated the school community. The school viewed the development plan as an ongoing professional development activity. It provided them the opportunity to reflect on their own practice.
- The process was effectively organized and facilitated by the programme coordinators to obtain maximum collaboration from the school community. Teachers were provided agency in choosing their own work groups.

Evidencing and analysing

- The school showed perseverance over time in implementing their programme development plan.
- The school undertook a range of activities, notably allowing teachers to choose ATL committees (across programmes and subjects) and focusing on vertical alignment, to achieve the outcome.
- In establishing the process, the school considered skills lost during the pandemic and looked at what needed to be improved in relation to student learning upon the return to in-person learning.
- Data was collected via student surveys in MYP and DP, reflection within MYP projects, feedback from MYP and DP advisory sessions, and in-class reflections in PYP classrooms. In addition, evidence of ATL implementation was embedded in PYP units in Toddle.

Reflection

- The school is still reflecting on the ongoing development of the PDP.
- The school would like to consider additional PDPs, with at least one whole-school continuum goal. Additional PDPs might be more subject- or programme-based and led by other staff members.

Areas for consideration

As the school engages in further efforts to develop the programme, it may wish to consider:

Planning

- refining the area of focus that the school wants to explore.
- identifying research studies to inform their process.
- including students and parents in the planning process.

Evidencing and analysing

- multiple ways to gather data, both quantitative and qualitative as appropriate. Evidence could include interviews, surveys, and observations of students engaged in learning.
- mechanisms for assessing the effectiveness and functionality of the approach being developed.
- using interim milestones to assess and adapt efforts.

Reflection

- ensuring that students, parents, and staff have the opportunity to share in reflection process
- using an established protocol for the reflection process
- including measurable indicators with milestones and people responsible for various aspects of the plan.
- considering progress reports to the wider community at milestones, as a way to celebrate the progress of the PDP.

F. Opportunities for future or further programme development

The school identified the following areas as priorities for programme development

Priorities:

- Develop a mentorship training program that empowers highly effective teachers to partner with colleagues who are new to the profession, new to the school, and new to IB
- Provide further opportunities for meaningful student action arising from classroom learning experiences and taking advantage of school relationships in the wider community.
- Enhance collaboration across the curriculum, including routines for instruction walkthroughs, sharing best practices, and exploring connections between programme unit planners
- Reinforce curriculum and instruction delivery considering the natural links across programmes through the Approaches to teaching and approaches to learning.

The Evaluation team has identified the following areas of the programme(s) for the school to consider for future or further development

Future or further development:

Environments / Leadership and governance (0201) / Leadership 2:

- The leadership team may benefit from strategically planning ongoing leadership meetings that bring together the head of school, principals, assistant principals, and programme coordinators. This collaborative approach can help leverage combined talent and expertise to enhance programme implementation.

Environments / Leadership and governance (0201) / Leadership 4:

- The school could benefit from establishing clear systems to ensure the continuity of programme implementation, even in the event of leadership transitions, retirements, or staff changes
- The school may benefit from creating a strategic plan to align the three programmes and establishing systems to promote continuity and consistency, taking advantage of institutional knowledge and talent.

Environments / Student support (0202) / Student support 4:

- The school may consider implementing additional mechanisms to promote balance and well-being for Diploma Programme students

by strategically integrating physical activities and mindfulness practices throughout the programme.

- The school would benefit from adding a counselor position to reduce the student-to-counselor ratio and enhance support and guidance for students

Environments / Student support (0202) / Student support 5:

- The school could benefit from creating more opportunities for a broader range of students to participate in extracurricular experiences, including travel, ensuring that these opportunities are accessible to more students.

Culture / Culture through policy implementation (0301) / Culture 6:

- Although the school has a robust policy review structure, the review committees may consider coming together to discuss and ensure that policies are aligned and consistent.
- The school may benefit from actively involving students and parents in the policy revision and communication process as a shared responsibility among all members of the school community.

Learning / Designing a coherent curriculum (0401) / Coherent curriculum 2:

- The school may benefit from incorporating additional scheduled time for PYP, MYP, and DP teachers to collaborate and explicitly address transdisciplinary and interdisciplinary connections.

Learning / Students as lifelong learners (0402) / Lifelong learners 5:

- The school could enhance student engagement and motivation in CAS by strengthening collaboration with local organizations to create more opportunities for students to share and celebrate their creativity, activity, and service.

Learning / Approaches to assessment (0404) / Approaches to assessment 3:

- The school would benefit from analyzing DP assessment results through the lens of Approaches to Learning (ATL) skills, both within individual disciplines and across curricular areas.

G. Conclusions of the Evaluation team

During the period under review, Westlake Academy has demonstrated a deliberate and purposeful implementation of the continuum, maintaining its commitment despite leadership changes and the challenges posed by the Covid-19 pandemic. The current leadership and governing body recognize the positive impact the school has on the wider community, aligning efforts and resources to continue providing high-quality educational experiences. The school's current programme development plan is too broad and the feedback may help the school to have future plans that are more specific in their focus.

As the school progresses, they acknowledge the need to align strategic planning, policies, and the integration of transdisciplinary and interdisciplinary approaches across the continuum, while also addressing the requirements for professional development in the Primary Years Programme.

Westlake Academy's culture of collaboration and strong sense of community enable them to embrace the values of an IB education, maintaining their ongoing commitment to programme growth and reflection.

H. Conclusion of the IB on the school status as an IB World School

Diploma Programme

The school's implementation of the programme shows close alignment with the IB Programme standards and practices.

Middle Years Programme

The school's implementation of the programme shows close alignment with the IB Programme standards and practices.

Primary Years Programme

The school's implementation of the programme shows general alignment with the IB Programme standards and practices. However, further evidence is required to demonstrate that all requirements are in place and that the school's implementation of the programme is fully aligned with the IB Programme standards and practices.

Evidence to be provided by the School

Deadline for Submission: Monday 1 September 2025

Primary Years Programme

- Environments / Teacher support (0203) / Teacher support 2 / Teacher support 2.1:
 - Certificate of attendance or official proof of registration to a role specific IB training for the four new PYP teachers.

We trust that the information found in this report will support the school's continued development of its IB programme(s). Your IB World School manager, Iris Lazarus (iris.lazarus@ibo.org), will be in touch with you to follow up on this report and to support your school's ongoing efforts.

Yours Sincerely,



Adrian Kearney
Director, IB World Schools



Town of Westlake

Staff Report

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

File #: 25-115

Agenda Date: 5/20/2025

Agenda #: G.1.

TOWN STAFF REPORT RECOMMENDATION

Discuss, consider and act to approve the May 7, 2025 Town Council/Board of Trustees Special Meeting Minutes (Town Secretary Dianna Buchanan)

STAFF: Dianna Buchanan, Town Secretary

BACKGROUND:

The May 7, 2025 Town Council/Board of Trustees Special Meeting Minutes are attached for review and consideration of approval.

Once approved, all meeting minutes will be executed and uploaded to the Town of Westlake website for transparency and Laserfiche software for state retention compliance.

RECOMMENDATION:

Staff recommends approval of the minutes.

ATTACHMENT(S):

05.07.2025 TC/BOT Special Meeting Minutes

TOWN COUNCIL ACTION/OPTIONS:

1. Motion to approve minutes, as presented.
2. Motion to approve the minutes with the following corrections/changes (please state corrections/changes in motion)
3. Motion to table
4. Motion to deny



Town of Westlake

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



Town Council/Board of Trustees Meeting Minutes - Draft

Wednesday, May 7, 2025

4:00 PM

Council Chamber

SPECIAL MEETING

The Town Council of the Town of Westlake serves as the governing board for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. In an effort of transparency, this meeting will be viewable to the public via Live Stream and also available for viewing after the meeting. In an effort of meeting efficiency, any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting.

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

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

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

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

PRESENT:

Mayor Kim Greaves
Mayor Pro Tem Tammy Reeves
Council Member Todd Gautier
Council Member Michael Yackira
Council Member Mike Asselta
Council Member-Elect T. J. Duane
Council Member-Elect Kevin Smith

ABSENT:

Council Member Anna White

STAFF PRESENT:

Town Manager Wade Carroll
Deputy Town Manager Jason Alexander
Town Secretary Dianna Buchanan
Finance Director Cayce Lay Lamas
Communications Director Jon Sasser
Town Attorney Matthew Boyle
Academy Finance Manager Marlene Rutledge
Dir of Accountability Darcy McFarlane

Head of School Dr. Kelly Ritchie
Dir Innovation & Dev. Michelle Briggs
IT Director Jason Power
Public Works Director Cheryl Taylor
Deputy Public Works Director Kyle Flanagan
School Attorney Janet Bubert
Fire Chief John Ard
Academic Accountant II Stacie Wrehe

B. INVOCATION AND PLEDGES OF ALLEGIANCE

Pastor Clayton Reed from Southlake Baptist Church, Southlake, provided the invocation. Mayor Greaves and Westlake Academy Head of School Dr. Kelly Ritchie introduced Westlake Academy students Ishi Mishra-5th Grade; Palash Mishra--1st grade; and Manasi Zucker--11th grade, to assist with leading the pledges to the U.S. Flag and the Texas Flag. Pledges recited.

C. CITIZEN/PARENT COMMENTS

There was no one to speak at this time.

D. CONSENT AGENDA

- D.1. 25-105** Discuss, consider and act to approve the April 15, 2025 Town Council/Board of Trustees Regular Meeting Minutes (Town Secretary Dianna Buchanan)

- D.2. RES 25-13** Discuss, consider and act to approve Resolution 25-13 approving the terms and conditions of the extension of the Town Manager's Employment Contract as contained in the amended agreement. (Mayor Kim Greaves)

Motion by Council Member Yackira and Motion Second by Mayor Pro Tem Reeves to approve the Consent Agenda. Mayor Greaves called for the vote.
MOTION TO APPROVE THE CONSENT AGENDA APPROVED UNANIMOUSLY. COUNCIL MEMBER WHITE WAS ABSENT.

E. REGULAR AGENDA ITEM

- E.1. WA RES 25-07-B** (TABLED 4/15/2025) Discuss, consider and act regarding WA Resolution 25-07 approving and adopting a policy requiring submittal of returning student registration forms within the designated time frame set by the school to guarantee continued enrollment at Westlake Academy

Director of Accountability Darcy McFarlane presented overview to Town Council. This item was tabled on April 15, 2025 to allow staff to revise the proposed policy to add the deadline of May 31st each year to submit returning student registration forms. The updated policy is part of the agenda packet. Motion by Council Member Yackira and Motion Second by Council Member Gautier to approve WA Resolution 25-07 as presented. Mayor Greaves called for the vote.

MOTION APPROVED UNANIMOUSLY. COUNCIL MEMBER WHITE WAS ABSENT.

F. RECOGNITION OF OUTGOING COUNCIL MEMBERS/TRUSTEES

Mayor Greaves recognized Council Member Mike Asselta for his service to the community and presented a token of appreciation from the Town and Academy. Mayor Greaves also expressed appreciation of Council Member Dr. Anna White, not present at the meeting, and her commitment and leadership during her four years on the council.

G. PRESENT CERTIFICATES OF ELECTION AND ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

Mayor Greaves administered the Oath of Office and presented Certificates of Election to the following newly elected members to Town Council:

Council Member Place 1 T. J. Duane, Term May 2025-May 2027;

Council Member Place 2 Michael Yackira, Unexpired Term through May 2026;

Council Member Place 3 Kevin Smith, Term May 2025-May 2027; and

Council Member Place 5 Todd Gautier, Term May 2025-May 2027.

H. EXECUTIVE SESSION

Mayor Greaves announced Item H.1. to be considered and discussed during Executive Session and noted that after the meeting is recessed and prior to convening Executive Session, a brief reception to honor incoming and outgoing council members will be held with the regular meeting being reconvened immediately after Executive Session ends.

Mayor Greaves recessed the Regular Meeting to Executive Session at 4:13 p.m.

- H.1. 25-109** Section 551.071 (2): Consultation with Attorney: To receive legal advice from bond counsel regarding contemplated issuance of municipal bonds and related legal matters.

NOTE: EXECUTIVE SESSION WILL BE ANNOUNCED, THE REGULAR MEETING WILL BE RECESSED, AND PRIOR TO CONVENING EXECUTIVE SESSION, A BRIEF RECEPTION TO HONOR INCOMING AND OUTGOING COUNCIL MEMBERS WILL BE HELD. THE REGULAR SESSION WILL RECONVENE IMMEDIATELY AFTER EXECUTIVE SESSION ENDS.

Mayor Greaves reconvened the Regular Meeting from Executive Session at 6:13 p.m.

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

There was no action as a result of Executive Session.

J. ADJOURNMENT

Mayor Greaves announced the next Regular Meeting will be on May 20th at 4 p.m.

Mayor Greaves adjourned the meeting at 6:13:30 p.m.

Kim Greaves, Mayor

ATTEST:

Town Secretary Dianna Buchanan



Town of Westlake

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

Staff Report

File #: RES 25-15

Agenda Date: 5/20/2025

Agenda #: G.2.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to approve Resolution 25-15 authorizing the Town Manager to expend funds for Town-wide landscaping and tree trimming services by Smith Lawn and Tree in the amount not to exceed \$600,000.00 (Cheryl Taylor, P.E., Director of Public Works)

STAFF: Cheryl Taylor, P.E., Director of Public Works

BACKGROUND:

This authorization will allow the Town Manager to pay for Town-wide landscaping services by Smith Lawn for the remainder of the fiscal year and falls within the total budgeted for landscaping services in the FY25 budget.

DISCUSSION:

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

The most current contract with Smith Lawn was approved by the Town Council on May 1st 2020 and is now expired. The Town of Westlake does not have a Parks Department to perform routine landscaping. Previous staff had directed Smith Lawn quarterly on landscaping projects throughout the fiscal year. Since 2022, Smith Lawn has only been directed to perform routine grounds maintenance and periodic special projects, so no annual landscaping projects have been completed since that time. The neglect along Davis Blvd. within the medians and along the northbound parkways have become an eyesore for the community. Approval of this item will allow for the expenditure of funds with Smith Lawn and Tree for Town-wide routine landscaping, tree trimming services, and special projects to clean up visible locations throughout the town in an amount not to exceed \$600,000 which exceeds the Town Manager's signatory approval and requires Town Council approval.

The total request this evening is as follows:

Total Amount Previously Expended thru 3/31/25	\$219,000
Remaining FY25 routine maintenance -	166,000
Special Projects and on-going repairs thru FY25	<u>215,000</u>
Total Amount Requested (not to exceed)	\$600,000

Smith Lawn and Tree has an existing contract with the City of North Richland Hills for miscellaneous mowing and landscaping services, as well as an existing contract with the City of Southlake for tree trimming services. Council has recently approved interlocal agreements with the Cities of North Richland Hills and Southlake that allow the Town of Westlake to continue its relationship with Smith Lawn who has provided several years of exceptional customer service to the Town and continues to respond quickly and efficiently to clear storm debris, provide porter service along the public trail system, and perform staff directed special projects throughout the Town. The new scope of work through the interlocal agreements will improve the aesthetics of areas such as

Glenwyck Park and the Davis Boulevard medians with more frequent mowing of native areas as well as the parkways along northbound Davis Boulevard that are in need of attention.

FISCAL IMPACT:

Funding for this agreement in an amount not to exceed \$600,000 will be from the Public Works, Facilities and Parks approved operating budgets for fiscal year 2024-2025 and **WILL NOT** require a future budget amendment.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-15 authorizing the Town Manager to expend funds for Town-wide landscaping and tree trimming services with Smith Lawn in an amount not to exceed \$600,000.

ATTACHMENT(S):

1. Resolution 25-15
2. Smith Lawn Service pricing for landscape maintenance through Master Interlocal Agreement with the City of North Richland Hills
3. Smith Lawn Service pricing for tree trimming services through Master Interlocal Agreement with the City of Southlake

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 25-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXPEND FUNDS FOR TOWN-WIDE LANDSCAPING AND TREE TRIMMING SERVICES BY SMITH LAWN AND TREE IN AN AMOUNT NOT TO EXCEED \$600,000

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

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

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

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

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

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

SECTION 2: That the Town Council for the Town of Westlake does hereby authorize the Town Manager to expend funds for Town-wide landscaping and tree trimming services by Smith Lawn and Tree.

SECTION 3: That the funding for these services in an amount not to exceed \$600,000 utilizing interlocal agreements with the Cities of North Richland Hills and Southlake requires Council approval and will be funded from the Public Works, Facilities and Parks approved operating budgets for Fiscal Year 2024-2025.

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 20TH DAY OF MAY 2025.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

TOWN OF WESTLAKE

RESOLUTION NO. 16-03

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

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

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

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

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

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

SECTION 2: That the Town of Westlake Town Council does hereby authorize the Town Manager to enter into the interlocal agreement, attached as *Exhibit "A"*.

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

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

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

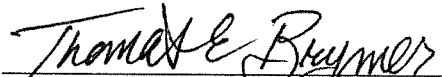
ATTEST:



Laura L. Wheat, Mayor

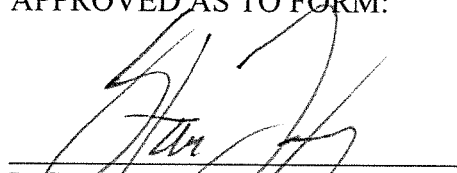


Kelly Edwards, Town Secretary



Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney



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

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

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

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

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

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

II.

Town of Westlake, TX

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

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

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

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

CITY OF NORTH RICHLAND HILLS

TOWN OF WESTLAKE

BY: Mark Hindman
City Manager

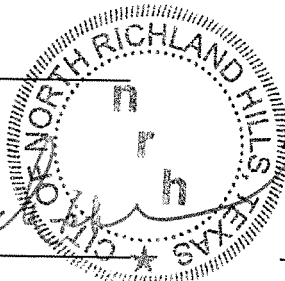
BY: Thomas E. Byrnes
Town Manager

DATE: 3/30/16

DATE: 02/25/2016

ATTEST:

[Signature]
City Secretary



ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for the City

APPROVED AS TO FORM:

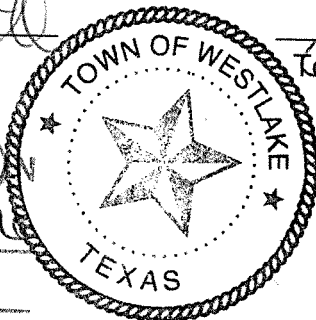
[Signature]
Town Attorney

NRH Council Action ☒ Y/N

Date Approved 3-28-16

Agenda No. B.3

Ord / Res No. _____



TOWN OF WESTLAKE

RESOLUTION NO. 24-82

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

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

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

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

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

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

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

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

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

SECTION 2: The Town and Southlake are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.

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

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

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

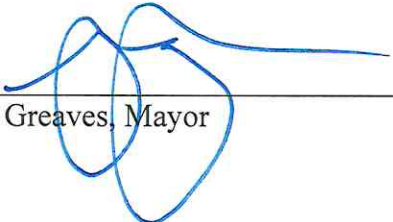
SECTION 6: That this Resolution shall become effective from and after its date of passage.

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



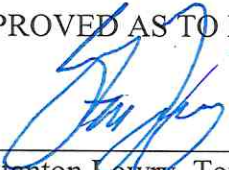
ATTEST:


Dianna Buchanan, Town Secretary



Kim Greaves, Mayor

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney

EXHIBIT A

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

Town of Westlake:

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

Entity:

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

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

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

[Handwritten mark]

TOWN OF WESTLAKE

CITY OF SOUTHLAKE

BY: _____
Town Manager

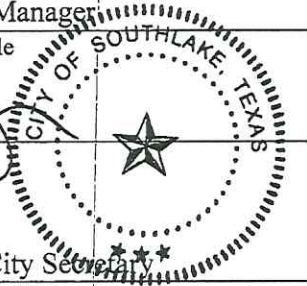
BY: *[Signature]* _____
City Manager

DATE: _____

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

ATTEST: _____
Town Secretary

ATTEST: *[Signature]* _____
City Secretary



DATE: _____

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

APPROVED AS TO FORM: _____

Town Attorney

RESOLUTION No. 12-049

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

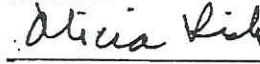
The authorization granted by this Resolution does not affect the City Council's exclusive power and responsibility to make all purchases where the amount of the expenditure is over \$50,000.00

SECTION 3.

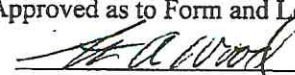
This Resolution shall be effective immediately upon its adoption and approval.

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

ATTEST:


Alicia Richardson TRME, City Secretary




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

City Attorney



Town of Westlake

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

Staff Report

File #: WA RES 25-11

Agenda Date: 5/20/2025

Agenda #: G.3.

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act to approve WA Resolution 25-11, amending the Westlake Academy Employee Facilities Salary Schedule for the 2024-2025 Fiscal Year previously approved by WA Resolution 24-22; and take appropriate action (Sandy Garza, Human Resources Director)

STAFF: Sandy M. Garza, Director of Human Resources

BACKGROUND:

The proposed change in employee compensation reflects Westlake Academy's (WA) continuing initiatives that support the vision, mission, and values established by the governing Board of Trustees. The Facilities Manager was found to be underpaid and only managed physical operations. The new position assignment is responsible for the physical management of all Town owned buildings including all building at the Academy, the Fire Station and the Public Works building. The position will also be charged with creating a budget and working within its constraints to ensure that buildings are repaired and maintained as appropriate.

DISCUSSION:

Change on the Facilities Salary Schedule:

Title change from Facilities Manager to Administrator of Facility Operations.

Salary increase from \$75,759 to \$90,000.

Please provide ratification approval for the salary adjustment that was implemented effective March 24, 2025.

FISCAL IMPACT:

Fiscal Impact is \$14,241.00.

STAFF RECOMMENDATION:

Staff recommends approval of WA Resolution 25-11 as presented.

ATTACHMENTS:

WA Res 25-11
2024-2025 WA Facilities Salary Schedule

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve

- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

RESOLUTION NO. 25-11

A RESOLUTION OF THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY AMENDING THE FACILITIES SALARY SCHEDULE OF THE WESTLAKE ACADEMY COMPENSATION PLAN FOR FISCAL YEAR 2024-2025.

WHEREAS, Westlake Academy desires to amend the 2024-2025 Facilities Salary Schedule to add Administrator of Facility Operations and remove Facilities Manager; and,

WHEREAS, the salary will be increased from \$75,759 to \$90,000 annually; and

WHEREAS, the salary adjustment requires ratification, and said approval shall be effective retroactively to March 24, 2025; and

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

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

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

SECTION 2: That the Board of Trustees of Westlake Academy hereby adopts the proposed amended 2024-2025 Westlake Academy Employee Facilities Salary Schedule (attached as “Exhibit A”).

SECTION 3: That a copy of the official adopted 2024-2025 Employee Compensation Plan which includes the Facilities Salary Schedule shall be kept on file in the office of the Town Secretary and posted on the Westlake Academy website.

SECTION 4: That the salary adjustment for Maria “Rosie” Miller is hereby ratified, with said approval effective retroactively to March 24, 2025.

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 20th DAY OF MAY 2025.

Kim Greaves, Board President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

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

2024-2025 CLERICAL / PARAPROFESSIONAL SALARY SCHEDULE

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
1		Daily	\$125.63	\$151.88	\$178.13
	Classroom Paraprofessional (Special Education, P.E., PYP)	187	Hourly 7.5	\$16.75	\$20.25
		187 Days	23,492	28,401	33,309

2		Daily	\$140.00	\$167.60	\$195.20
	Administrative Assistant	192	Hourly 8	\$17.50	\$20.95
		192 Days	26,880	32,179	37,478

3		Daily	\$154.00	\$185.60	\$217.20
	Foundation Development Associate	197	Hourly 8	\$19.25	\$23.20
	Assistant Registrar	221	197 Days	30,338	36,563
		221 Days	34,034	41,018	48,001

2024-2025 FACILITIES SALARY SCHEDULE

Job Title	Calendars	Minimum	Midpoint	Maximum
	Daily	\$274.40	\$336.14	\$397.88
Administrator of Facility Operations	260	Hourly 8	\$34.30	\$42.02
	260 Days	71,344	87,396	103,449

	Daily	\$120.00	\$147.00	\$174.00
Custodial / Porter	260	Hourly 8	\$15.00	\$18.38
	260 Days	31,200	38,220	45,240

2024-2025 BUILDING MAINTENANCE SALARY SCHEDULE

Job Title	Calendars	Minimum	Midpoint	Maximum
	Daily	\$224.00	\$274.40	\$324.80
Building Engineer	260	Hourly 8	\$28.00	\$34.30
	260 Days	58,240	71,344	84,448

	Daily	\$148.00	\$181.30	\$214.60
Facilities Technician	260	Hourly 8	\$18.50	\$22.66
	260 Days	38,480	47,138	55,796

Titles and Job Descriptions are subject to change. This plan is for the 2024-2025 school year only; it does not represent salaries for future years. Non-Exempt employees are paid at an hourly rate for actual hours worked. Salary placement is based on annual pay raise budget approved by the Board of Trustees each year.



Town of Westlake

Staff Report

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

File #: 25-116

Agenda Date: 5/20/2025

Agenda #:

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to Nominate and Elect the Mayor Pro Tem for May 2025- May 2026

STAFF: Dianna Buchanan, CMC, Town Secretary

BACKGROUND:

Pursuant to Local Government Code Section 22.037, the Town Council shall elect a Mayor Pro Tem following the May General election. The Mayor Pro Tem shall serve one year and may be reappointed, at the discretion of the Council.

The Mayor Pro Tem performs duties when the Mayor is absent. The Mayor Pro Tem shall have the right to vote as a member of Council even when fulfilling this role.

STAFF RECOMMENDATION:

Staff recommends the Town Council select one member of the Town Council to serve as Mayor Pro Tem.

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to nominate (_____) to be considered for Mayor Pro Tem

- 2) Motion to appoint (_____) as Mayor Pro Tem for May 2025-May 2026



Town of Westlake

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

Staff Report

File #: ORD-1022

Agenda Date: 5/20/2025

Agenda #: H.2.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to adopt Ordinance 1022 amending certain provisions within PD, Planned Development Zoning District 1-2 (PD 1-2) regulating the development of approximately 85.9 acres of land generally located between State Highway 114, Davis Boulevard, and Solana Boulevard, and commonly known as “Entrada” to include adding a definition and certain standards for stacked flats; removing the residential to non-residential development ratios; updating the schedule of permitted of uses; and updating the standards for building height.

STAFF: Jason Alexander, AICP, CEcD, Deputy Town Manager

BACKGROUND:

On April 22, 2013, the Town Council approved Ordinance No. 703, establishing PD, Planned Development District 1-2 (“PD 1-2”). The purpose of PD 1-2 is to create an environment in which residential uses, commercial uses, and civic uses may co-exist in proximity while providing architecture and landscape architecture of an elevated character and quality.

The proposed text amendments to PD 1-2 build upon the Strategic Plan --- adopted by the Town Council on February 18, 2025 --- and will have significantly positive implications on the economic development and the physical development of the Town of Westlake.

DISCUSSION:

The proposed text amendments to 1-2 --- as shown in Ordinance 1022 as proposed (i.e., EXHIBIT “A”) --- are bold and underlined and generally summarized below (e.g., Sections 2-8):

- **Section 2.** This section introduces a new definition for “Stacked Flat” --- which is a residential unit that is expressly intended to be introduced within the context of a mixed-use building --- and will expand the residential options within Entrada. Additionally, Stacked Flats are prohibited on the first story and are limited to certain blocks within Entrada as provided on the Development Plan (please refer to EXHIBIT “A-1”).
- **Section 3.** This Section provides that the ratio for residential to non-residential development is proposed to be removed in its entirety. Removing this provision will expedite the development and eventual build-out of Entrada as it will better allow the developer and the market to better respond to demand for residential uses and commercial uses.
- **Section 4.** This Section introduces “Stacked Flats” as a residential use that is permitted by-right; and “Private Club” is removed as a commercial use permitted by Specific Use Permit (i.e., “SUP”).

- Section 5. This Section provides additional standards for the design and the construction of Stacked Flats --- including prohibiting Stacked Flats on the first floor, making the first floor available for commercial use; providing a minimum habitable area; providing a list of recommended ground floor commercial uses; and providing additional design standards. These standards grow from similar regulations adopted within other communities across the region and the United States and are intended to reinforce a mixed-use environment that is vibrant, that is visually harmonious, and that is walkable. Further, it should be noted that the Town Planner does not have “authority to administratively approve any deviations or exceptions to the minimum habitable area required for a Stacked Flat or the required non-residential uses on the first floor”.
- Section 6. In this Section, the measurement of building height has been amended --- and, as proposed --- the proposed measurement of building height for principal structures and accessory structures is measured from finished grade. Moreover, the first story of all principal structures must have a minimum of 16 feet in height from the finished floor to the finished ceiling. Furthermore, the minimum height for upper stories is 10 feet; and that is also measured from the finished floor to the finished ceiling. To ensure that a non-conforming situation is not created with respect to building height within the context of the Town of Westlake adopted codes, ordinances, and regulations and State Law, the proposed text amendments for measuring building height shall only apply to buildings that are constructed after May 20, 2025. The current regulations for building height requirement shall continue to apply to all buildings constructed on or before May 20, 2025.
- Section 7. In this Section, the parking requirements have been relaxed on Block K, Block L, and Block Q for restaurant and retail establishments only that are less than 1,500 square feet.
- Section 8. In this Section, the Entrada Development Plan is amended to reflect the locations where Stacked Flats may be constructed (e.g., Block K, Block L, Block N, and Block Q). However, the total number of residential units that may be constructed within Entrada shall not exceed 322 (please refer to EXHIBIT “A-1”). For certain properties depicted on EXHIBIT “A-2” --- the Building Height Waiver Sub-Area --- there is no maximum building height requirement imposed as presented.

The proposed amendments to the text of PD 1-2 generally support land uses and development patterns that are consistent with the existing the proposed urban fabric. Further, these proposed amendments will support and reinforce the vision and the goals of the recently adopted Strategic Plan. It should be noted that the proposed text amendments were prepared in collaboration with the Office of the Town Manager and the Department of Planning and Development.

FISCAL IMPACT:

N/A.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on May 6, 2025, and reviewed, considered, and provided a recommendation on the proposed text amendments to PD 1-2. The Planning and Zoning Commission recommended approval of the proposed text amendments by a vote of 5-0 (with two absences) as presented with two conditions:

1. That the ratio for residential to non-residential development shall not apply to stacked flats.
2. That EXHIBIT “A-2”, which depicts the Building Height Waiver Sub-Area, be revised to remove the surface parking lot adjacent to the Ventanas Development.

Summarily, the Planning and Zoning Commission, in providing a recommendation to the Town Council, recognized that the construction of stacked flats would also include the construction of non-residential (i.e., commercial space). However, for the construction of single-family detached and attached units, the Planning and Zoning Commission recognized that this is also an opportunity to pace the construction of commercial space with residential space not constructed as a stacked flat to continue to fully achieve the vision for Entrada. Further, the removal of the surface parking lot --- adjacent to the Ventanas Development --- from the Building Height Waiver Sub-Area would ensure an appropriate transition in building height and building intensity.

DEPARTMENT OF PLANNING AND DEVELOPMENT RECOMMENDATION:

The Department of Planning and Development recommends approval of the text amendments to PD 1-2 with the conditions of approval recommended by the Planning and Zoning Commission.

TOWN COUNCIL ACTION / OPTIONS:

- 1) Motion to approve;
- 2) Motion to approve with additional conditions (please state additional conditions in motion);
- 3) Motion to deny; OR
- 4) Motion to table (must table to a specific date).

ATTACHMENT(S):

- 1) EXHIBIT “A” - PD Planned Development District 1-2 Text Amendment (Revised 05.20.25)
- 2) EXHIBIT “A-1” - Amended Development Plan
- 3) EXHIBIT “A-2” - Building Height Waiver Sub-Area (Revised)

TOWN OF WESTLAKE

ORDINANCE NO. 1022

AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, AMENDING ORDINANCE 703, AS AMENDED, WHICH APPROVED THE PLANNED DEVELOPMENT ZONING DISTRICT 1-2 (PD 1-2), AN APPROXIMATELY 85.9 ACRE TRACT OF LAND THAT IS GENERALLY LOCATED BETWEEN STATE HIGHWAY 114, DAVIS BOULEVARD, AND SOLANA BOULEVARD, COMMONLY KNOWN AS “ENTRADA”, PROVIDING A DEFINITION FOR “STACKED FLATS” AND CERTAIN STANDARDS RELATED TO THE DESIGN AND CONSTRUCTION OF THE SAME; AMENDING THE LAND USE SCHEDULE FOR ENTRADA; AMENDING THE MEASUREMENTS FOR BUILDING HEIGHT; AMENDING ORDINANCE 1001, WHICH APPROVED AMENDMENTS TO A DEVELOPMENT PLAN FOR CERTAIN PORTIONS OF ENTRADA AND THAT WILL LIMIT STACKED FLATS TO CERTAIN BLOCKS; AMENDING PROVISIONS FOR REQUIRED PARKING FOR CERTAIN USES; PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Westlake, Texas (the “Town”) is a general law municipality; and

WHEREAS, the Town Council of the Town (the “Town Council”) finds it necessary for the public health, safety, and welfare for development to occur in a controlled and orderly manner in accordance with the Town’s Comprehensive Plan; and

WHEREAS, the Town Council adopted Ordinance 703 on April 22, 2013 establishing PD 1-2 to provide specific rules and regulations for developing an approximately 85-acre tract of land that is generally located between State Highway 114, Davis Boulevard, and Solana Boulevard; and

WHEREAS, the Town Council adopted Ordinance 720 on October 28, 2013 establishing a development plan for developing said approximately 85-acre tract of land; and

WHEREAS, the Planning and Zoning Commission and the Town Council of the Town, in compliance with the laws of the State of Texas with reference to amendments to PD 1-2 have given the requisite notices by publication and otherwise and, after holding due a meeting in accordance with the Texas Open Meetings Act, is of the general opinion that PD 1-2 should be amended; and

WHEREAS, the Planning and Zoning Commission met on May 6, 2025 and reviewed and considered the proposed text amendments to PD 1-2 and provided a recommendation to the Town Council; and

WHEREAS, both the Planning and Zoning Commission and the Town Council recognize the need to add clarity to provisions of PD 1-2 established pursuant to Ordinance 703, as amended subsequently by Ordinances 852, 908, and 935 to help define intent of interpretation and to revise the development plan for Entrada established pursuant to Ordinance 720, as amended subsequently by Ordinances 830, 918, 934, 959, 994, 997, and 1001 for implementation of specific development vision and goals.

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

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

SECTION 2: That Section 3.2 of Article I as provided in Ordinance No. 703, and amended by Ordinance No. 852 and Ordinance No. 935, that is entitled “Words and Terms Defined”, shall be hereby amended to include a new definition for “Stacked Flat” as provided below:

Stacked Flat: a residential unit that is expressly prohibited on the first floor of mixed-use buildings and limited to the upper floor(s) on designated lots permitted to mix residential and non-residential uses by-right. Stacked flats may be for rent or for sale.

SECTION 3: That Section 3 of Article II as provided in Ordinance No. 703, and amended by Ordinance No. 852 and Ordinance No. 935, that is entitled “Residential to Non-residential Development Ratios”, is hereby amended to read as follows:

SECTION 3 RESIDENTIAL TO NON-RESIDENTIAL DEVELOPMENT RATIOS

The Developer is limited to the Residential Use restrictions described in **Article II, Section 1, of the Land Use Schedule and the following provisions related to the pace of residential to non-residential development: Exhibit 7 “Residential Use Summary Table”.**

Section 3.1: Pace of Residential Use Development within PD 1-2:

- 3.1.1 First Year of Active Development: Developer is entitled to ten (10) residential units initially. After the initial ten (10) units, Developer is entitled to units eleven (11) through (30) after 45,000 non-residential air conditioned square footage is permitted. **For purposes of this Section, the “First year of active development” is defined as beginning on the date of the issuance of the first vertical building permit for PD1 Planning Area 2 (PD1-2).**
- 3.1.2 From Residential Unit 31 forward, **until build-out, the** Developer must demonstrate to the **satisfaction of the Westlake Building Official Town Manager,** that the 45,000 air-conditioned square feet of non-residential **air-conditioned** building space (as set out in 3.1.1) is substantially completed,

and that for Residential Unit 31 forward, **until build-out**, Developer must also demonstrate to the **Westlake Building Official Town Manager** that a ratio of 1,500 sq. ft. of non-residential use building space has been permitted for each additional Residential Unit permitted **for Residential Unit 31 forward, until build-out.**

3.1.3 Developer is to maintain a database illustrating conformance to this requirement to the **Westlake Building Official Town Manager** and include an up-to-date report with each new Residential Unit building permit application. Non-residential use buildings must be substantially outwardly completed within six-months of being included in the 1500:1 ratio, which is 1500 square feet of non-residential to each Residential Unit calculations.

3.1.4 The provisions in Paragraphs 3.1.1 – 3.1.3 do not apply to Residential Units that meet the definition for Stacked Flats. The provisions as set forth in Paragraphs 3.1. – 3.1.3 shall apply to all other Residential Units that are permitted by-right or by approval of a Specific Use Permit.

SECTION 4: That the “Land Use Schedule”, found in Section 1 of Article II of Ordinance No. 703, and amended by Ordinance No. 852 and Ordinance No. 935, that is entitled “Uses”, shall be hereby amended to replace the use “Condominium (residential)” which requires a Specific Use Permit as shown in the Mixed-use Development Land Use Schedule with “Stacked Flats” which shall be permitted by-right within PD 1-2, as follows:

	PD 1	PD 1-2
RESIDENTIAL USES		
Condominium (residential) Stacked Flats		SX
COMMERCIAL USES		
Private Club	NSA	S

SECTION 5: That Section 4.2, entitled “Residential condominiums”, found in Section 1 of Article II of Ordinance No. 703, and amended by Ordinance No. 852 and Ordinance No. 935, that is entitled “Uses”, shall be hereby amended as follows:

“Section 4.2 Residential condominiums: Residential condominiums are only allowed by SUP as shown in Exhibit 6.

Section 4.2 Stacked flats: Stacked flats are allowed by-right and only in the areas as shown in Exhibit 6, subject to the following additional standards:

1. Stacked Flats are prohibited on the first floor; and shall be expressly limited to the upper floor(s) of the mixed-use buildings in which they are located.

2. Stacked Flats constructed on or after May 20, 2025 shall provide a minimum habitable area of 1,800 square feet.

3. The first floor for all principal buildings in which Stacked Flats are located shall be expressly limited to the non-residential uses that are either permitted by-right or permitted by approval of a SUP. Recommended or advised commercial uses on the first floor include:

- a. a bakery;
- b. a bistro;
- c. a café;
- d. a coffee shop;
- e. a corner market or a corner store;
- f. a dry cleaner;
- g. a pharmacy;
- h. a restaurant; and / or
- i. a destination or a neighborhood-oriented retail

establishment.

4. All openings for doors and windows along building facades facing a street or open space be vertical in orientation and rectangular in proportion, except for shopfront display windows and transom windows.

5. The principal roofs for all buildings with stacked flats may be sloped or flat; where flat, the roof shall be surrounded on all sides by a horizontal parapet wall that is no less than 42 inches high where the roof deck meets the parapet wall.

a. All building mechanical equipment located on a flat roof shall also be visually screened from all sides by either an opaque screen enclosure or by parapet walls, either of which shall be at least 12 inches greater in height than the equipment.

6. The first floor for all principal buildings in which Stacked Flats are located shall be designed as a shopfront in which all the following architectural features and elements shall be provided along any building façade fronting a street:

a. Shopfronts shall be constructed of custom metal work, stone, stucco, and steel frame. Shopfronts constructed of extruded aluminum frames or aluminum panels shall be expressly prohibited.

b. The shopfront shall be no less than 70 percent glazed in glass for the total building wall area between two feet and 12 feet above the adjacent sidewalk.

c. The shopfront glazing shall have both display windows and transom windows.

d. All transom windows shall have dividing muntins; and shall be free of signage.

e. Shopfronts shall require a minimum 18-inch-high knee wall. Knee walls shall be a maximum of 36 inches high above the adjacent sidewalk. All knee walls shall be designed as an integral component of the overall shopfront.

f. Shopfront doors shall be recessed from the building façade to allow the door (or the doors) to swing out without obstructing pedestrian flow on the adjacent sidewalk. Where appropriate, sliding doors and / or sliding windows that allow the activity of the business to open adjacent to and onto the adjacent sidewalk may be installed for cafés, restaurants, and other food service establishments, subject to review and approval by the Town Planner.

g. Wall signs, if permitted, and subject to review and approval by the Town Planner, shall only be installed above transom windows. In lieu of installing a wall sign, one blade sign for each first floor business, no more than six square feet each, may be permanently installed perpendicular to the building façade. All blade signs shall clear a minimum of eight feet above the adjacent sidewalk. Businesses on corner lots may install one blade sign per street frontage.

7. Except as otherwise provided in this Section 4.2, the design of all Stacked Flats shall comply with the provisions as set forth in the Westlake Entrada Design Guidelines.

8. The Town Planner shall not have authority to administratively approve any deviations or exceptions to the minimum habitable area required for a Stacked Flat or the required non-residential uses on the first floor.

SECTION 6: That Section 4.1 found in Section 4 of Ordinance No. 703, and amended by Ordinance No. 852 and Ordinance No. 935, that is entitled “Maximum Building Height”, shall be hereby amended as follows:

“Section 4.1 For all principal structures and accessory structures constructed on or before May 20, 2025, the ~~The~~ maximum height for all structures located within PD 1-2 is 735’ Mean Sea level (MSL). For all principal structures constructed after May 20, 2025, the maximum height for all such principal structures within this PD 1-2 shall be four (4) stories; except that there shall be no height limitation for any principal structure located within the portions of this PD 1-2 identified as the Building Height Waiver Sub-Area as depicted on the Development Plan. For all accessory structures constructed after May 20, 2025, no such accessory structure shall be taller than two (2) stories in height. The height (i.e., stories) for all principal structures and accessory structures shall be measured from finished grade. In addition, the minimum height for the first story shall be 16 feet as measured from the finished floor to the finished ceiling for all principal structures and the minimum height for all upper stories shall be 10 feet as measured from the finished floor to the finished ceiling.”

SECTION 7: That Section 15.8 found in Section 15 of Ordinance No. 703, and amended by Ordinance No. 852 and Ordinance No. 935, that is entitled “Parking Standards”, shall be hereby amended as follows:

“Section 15.8 Parking spaces shall be provided in accordance with Town ordinances unless (a) a parking analysis is provided with a Site Plan application and is approved by the Town or (b) restaurant and retail tenant spaces located on Block K, Block L, and Block Q that are less than 1,500 square feet shall be exempt from minimum off-street parking requirements as found in the UDC.”

SECTION 8: That the Entrada Development Plan attached hereto as EXHIBIT “A—1” is hereby amended such that Block K, Block L, Block N, and Block Q are permitted to have Stacked Flats as a matter of right provided, however, that the total number of residential units that may be constructed within Entrada shall not exceed 322. There shall also be an exhibit attached hereto as EXHIBIT “A—2” that depicts the Building Height Waiver Sub-Area.

SECTION 9: That this Ordinance shall be cumulative of all other Ordinances adopted by the Town of Westlake and all provisions of other Ordinances as adopted by the Town of Westlake which are inconsistent with the provisions or terms of this Ordinance are hereby repealed.

SECTION 10: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Westlake, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 11: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 12: It is hereby declared to be the intention of the Town Council of the Town of Westlake, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 13: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 20th DAY OF MAY 2025.

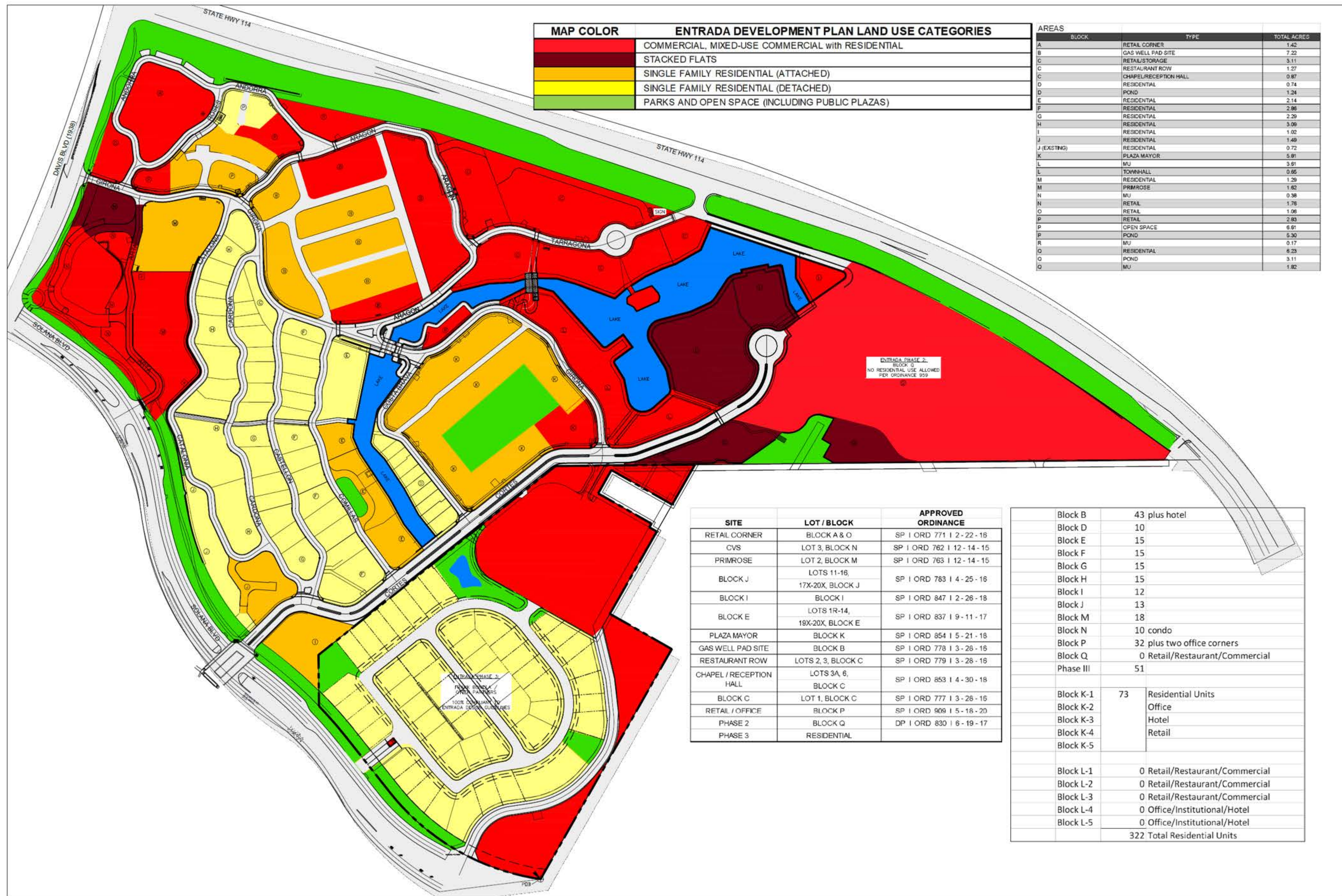
Kim Greaves, Mayor

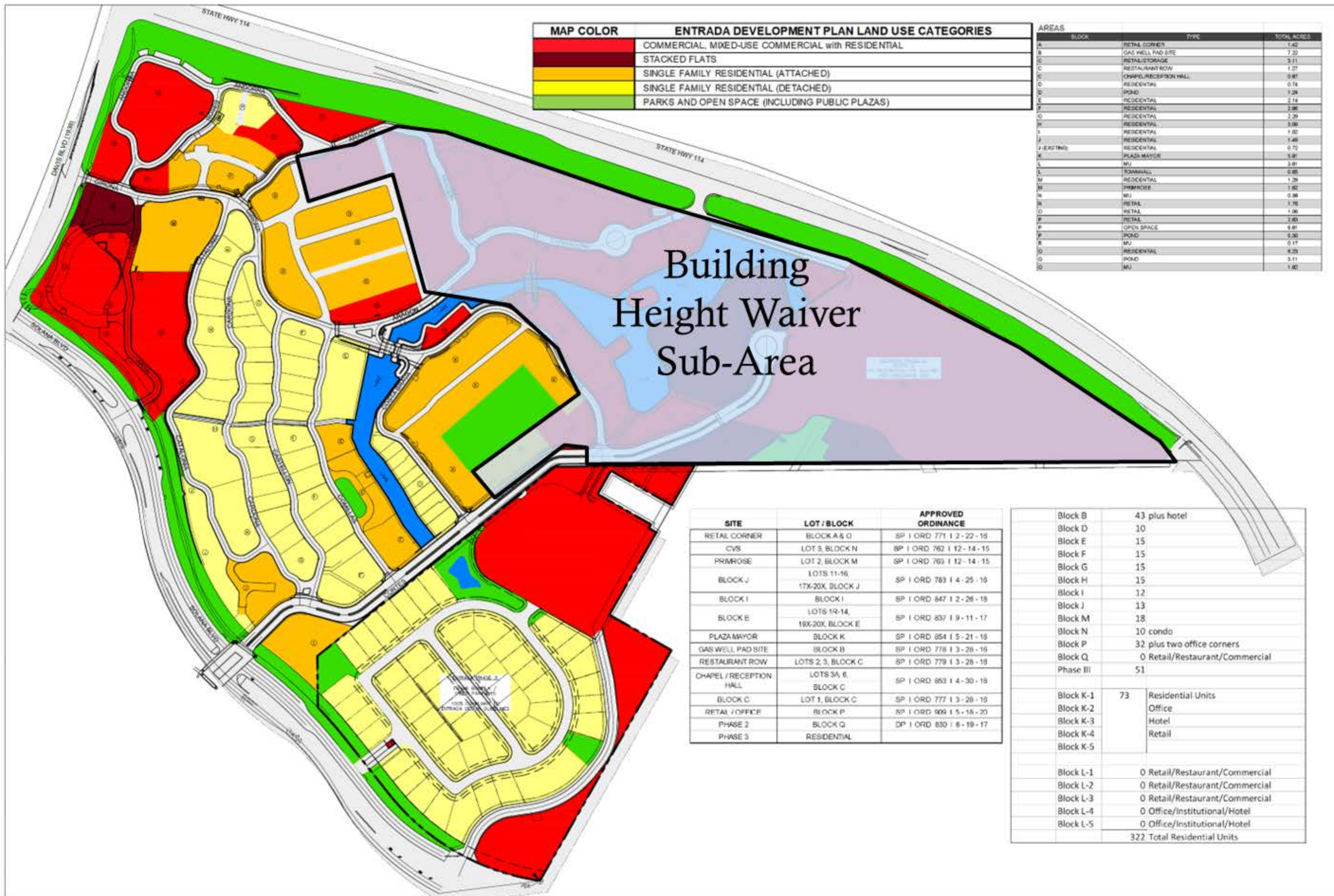
ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney







Town of Westlake

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

Staff Report

File #: RES 25-14

Agenda Date: 5/20/2025

Agenda #: H.3.

TOWN STAFF REPORT RECOMMENDATION

Discuss, consider and act to approve Resolution 25-14 Scheduling a Public Hearing to be held on July 15, 2025 at 4 p.m. to consider adoption of Land Use Assumptions and a Capital Improvements Plan under which an Impact Fee may be imposed for water, wastewater, and roadway facilities within the town; directing the town secretary to publish notice of said Public Hearing; And directing the Capital Improvements Advisory Committee to consider and make recommendations on the Land Use Assumptions and Capital Improvements Plan (Cheryl Taylor, P.E., Director of Public Works).

STAFF: Cheryl Taylor, P.E., Director of Public Works

BACKGROUND:

Chapter 395 of the Local Government Code outlines the requirements for the adoption of impact fees.

DISCUSSION:

As a rapidly growing community, the Town of Westlake has an opportunity to consider the implementation of water, wastewater and roadway impact fees that will allow for development to participate in the cost of necessary future improvements to serve the community. An impact fee is a charge or assessment on new development that generates revenue for funding or recouping the costs of capital improvements or facility expansions attributable to new development. It is a tool that can be used to recoup, from property developers, some of the costs that new development places on City infrastructure. Impact fees ensure that those who place additional demand on the roadway, water, and wastewater systems help pay the costs required to meet that demand.

Project kickoff for the impact fee study was in January 2025 with nine (9) months anticipated for completion. Consideration of adoption of impact fees is anticipated by the end of the calendar year.

FISCAL IMPACT:

There is no fiscal impact for scheduling the public hearing.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-14 as presented.

ATTACHMENT(S):

1. Resolution 25-14

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve

- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 25-14

A RESOLUTION OF THE TOWN OF WESTLAKE, TEXAS, SCHEDULING A PUBLIC HEARING TO CONSIDER ADOPTION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN UNDER WHICH AN IMPACT FEE MAY BE IMPOSED FOR WATER, WASTEWATER, AND ROADWAY FACILITIES WITHIN THE TOWN; DIRECTING THE TOWN SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING; AND DIRECTING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE TO CONSIDER AND MAKE RECOMMENDATIONS ON THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN.

WHEREAS, Chapter 395, Tex. Loc. Government Code, provides procedures for preparing land use assumptions and a capital improvements plan for the consideration of imposing water, wastewater, and roadway impact fees within the Town limits; and

WHEREAS, the Town of Westlake has found it necessary to and appropriate to employ qualified professionals to prepare land use assumptions and a capital improvements plan for water, wastewater, and roadway facilities; and

WHEREAS, the Town of Westlake has appointed a Capital Improvements Advisory Committee which is charged to advise the Town Council on land use assumptions and on the capital improvements plans for water, wastewater, and roadway facilities; and

WHEREAS, the Town Council of Westlake now desires to schedule a public hearing on the land use assumptions and a capital improvement plan for the possible imposition of water, wastewater, and roadway impact fees in accordance with Chapter 395.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Westlake, Texas, that:

SECTION 1: The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2: That, in accordance with Chapter 395 of the Texas Local Government Code, the Town Council has employed qualified professionals to prepare land use assumptions and a capital improvements plan for the imposition of water, wastewater, and roadway impact fees within the Town limits.

SECTION 3: The Town Council hereby schedules a public hearing on the land use assumptions and water, wastewater, and roadway capital improvements to be held on July 15th, at 4:00 PM, which shall be conducted at the Westlake Town Hall, 1500 Solana Boulevard, Suite 7100, Westlake, Texas.

SECTION 4: The Town Manager or designee shall send and publish notice of the foregoing public hearing as required by law at least 30 days before the public hearing.

SECTION 5: That copies of the land use assumptions and capital improvements plan for water, wastewater, and roadway facilities shall be available to the public in the Town Secretary's Office at Town Hall on and after June 13th, 2025.

SECTION 6: The Capital Improvements Advisory Committee is directed to review the land use assumption and capital improvements plan for water, wastewater, and roadway facilities and forward their recommendations to Town Council no later than July 1st, 2025.

SECTION 7: This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

PASSED AND APPROVED ON THIS THE 20TH DAY OF MAY, 2025.

TOWN OF WESTLAKE, TEXAS:

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



Town of Westlake

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

Staff Report

File #: WA RES 25-10

Agenda Date: 5/20/2025

Agenda #: H.4.

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act to approve WA Resolution 25-10 approving a Professional Services Agreement with Brown Reynolds Watford Architects (BRW) for additions and renovations to the Westlake Academy Arts and Science Building (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

BACKGROUND:

The Lee Family Estate gifted Westlake Academy \$3,000,000 to be utilized to further promote arts and science instruction at the Academy. Through a series of studies that began over five years ago, Westlake Academy has identified a need to expand its academic infrastructure to better serve its high school students and enhance their educational experience. There is also a need to upgrade the Academy's science labs to meet or exceed IB standards for higher level biology, chemistry, and physics courses. The planned improvements include the renovation of existing science classrooms and administrative spaces, along with the addition of new specialized learning environments.

DISCUSSION:

Scope of Work:

The professional services provided by BRW Architects will include, but are not limited to:

- Architectural design of approximately 8,500 square feet of new educational facilities.
- Renovation of existing spaces to support a new Maker Space and reconfigured administrative areas.
- Integration of civil, structural, mechanical, electrical, plumbing, and landscape engineering services.
- Technology and accessibility compliance, including Texas Accessibility Standards (TAS) and TDLR plan review.
- Coordination of cost estimating, storm shelter planning (if required), and outdoor learning space design.

Key Additions of the project:

- Three new High School Science Classrooms with support storage.
- One High School Art Classroom with Kiln Room.
- Flexible Collaboration Area.
- Outdoor Learning Environment.
- Storm Shelter (as required by the Authority Having Jurisdiction).
- Additional parking (if required).
-

BRW Architects brings a highly qualified and multidisciplinary team with a proven record of successful K-12 educational facility projects. Their collaborative and integrated approach is aligned with the Academy's vision for progressive, high-performance learning environments.

FISCAL IMPACT:

Estimated Construction Cost of Work: \$6,000,000 (inclusive of Owner's Controlled Contingency).

BRW Lump Sum Fee for Basic Services: \$540,000.

Anticipated Reimbursable Expenses: Not to exceed \$3,500.

STAFF RECOMMENDATION:

Staff recommends approving a professional services agreement with BRW Architects for additions and renovation to the Westlake Academy Arts and Science building.

ATTACHMENT(S):

WA Resolution 25-10

BRW Architects Westlake Academy Professional Services Proposal

Westlake Academy Renderings

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

WA RESOLUTION 25-10

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BROWN REYNOLDS WATFORD ARCHITECTS (BRW) FOR ADDITIONS AND RENOVATIONS TO THE WESTLAKE ACADEMY ARTS AND SCIENCE BUILDING.

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 Lee Family Estate has generously gifted Westlake Academy \$3 million to promote the development of arts and science education at the Academy; and

WHEREAS, Westlake Academy has identified a critical need to expand its academic infrastructure and enhance science lab facilities to meet International Baccalaureate (IB) standards; and

WHEREAS, the proposed renovations and additions will include the construction of new science and art classrooms, a Maker Space, a flexible collaboration area, and potentially a storm shelter and outdoor learning environments; and

WHEREAS, BRW Architects has demonstrated expertise in the design and construction of innovative K-12 educational facilities and is aligned with Westlake Academy's vision for high-performance learning environments; 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 a professional services agreement with Brown Reynolds Watford Architects (BRW) for additions and renovations to the Westlake Academy Arts and Science Building, as outlined in the staff recommendation.

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 20th DAY OF MAY 2025.

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

March 7, 2025
Kelly Ritchie, PhD
Head of School
Westlake Academy
2600 J T Ottinger Rd, Westlake, TX 76262

PROFESSIONAL SERVICES PROPOSAL FOR ADDITION AND RENOVATIONS TO WESTLAKE ACADEMY

Brown Reynolds Watford Architects are pleased to submit this professional services proposal for the Westlake Academy. Our proposed team, scope of services, project schedule, and compensation are described below.

PROJECT SCOPE AND BUDGET

We understand the scope of services involves renovation of the Westlake Academy and a Science and Art Addition. The project design will conform to all applicable city building codes, applicable Texas Education Agency requirements and the Texas Accessibility Standards. The project is anticipated to be constructed through a Competitive Sealed Proposal procurement process.

Anticipated project program is as follows:

- Demolition of and minor renovation to the existing Academy to repurpose the existing Science classrooms and reconfigure a portion of the Administration area to accommodate the Addition. The repurposed Science Classrooms to serve as a Maker Space as budget allows.
- An approximate 8,500 sf Addition including the following spaces:
 - Three High School Science Classrooms and support storage.
 - One High School Art Classroom and Kiln space.
 - Collaboration Area
 - Storm Shelter to shelter the occupants of the Addition if required by the Authority Having Jurisdiction
- Outdoor Learning Space
- Additional parking if required by the Authority Having Jurisdiction

Owner's budget for Construction Cost of Work is \$6,000,000 including Owner's Controlled Contingency.

PROJECT SCHEDULE

We anticipate that the project design will begin in the Spring of 2025 and construction will begin in the Summer of 2026.

PROJECT TEAM

- | | |
|---|---------------------|
| • BRW Architects | Architect |
| - Anne Hildenbrand, AIA, ALEP, LEED AP BD+C | Principal-In-Charge |
| - Lisa W. Lamkin, FAIA, LE Fellow, LEED AP BD+C | Executive Principal |
| - Chris Sano, AIA, LEED AP BD+C | Design Principal |
| • Urban Strategy | Civil Engineering |
| - John Blacker | Principal |

- | | |
|--|--|
| • DRYTEC Moisture Protection Technology
- Liz Caballero | Roofing Consultant
President |
| • SMR Landscape Architects, Inc.
- Brian Adams, RLA | Landscape Architecture
Principal |
| • Hart Gaugler + Associates
- Brent Bartell, P.E. | Structural Engineering
Principal |
| • Salas O'Brien

- Keith Gassman, P.E. | Mechanical, Electrical, and Plumbing
Engineering and Technology Design
Principal |
| • CCM Construction Services
- John Coakley, CPE | Cost Estimating
Principal |

SCOPE OF SERVICES

Basic Services shall include work by the following disciplines:

- Architectural design.
- Structural engineering including structural design criteria and structural framing design. Cold-formed framing shall be a performance specification.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and gas. Fire sprinkler and fire alarm system shall be a performance specification.
- Technology design including Security, AV, and Data.
- Civil engineering including paving, grading, drainage, water and sanitary sewer plan, dimension control, erosion control, and storm water management / detention as approved by the owner and city.
- Landscape design including irrigation performance system specification as required by Governing Authorities.
- TDLR TAS (Texas Accessibility Standards) plan review and site inspection submittal and response to questions. The TDLR fees are a reimbursable expense.
- Cost Estimating

Exclusions from Architect's Basic Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Supplemental Services if required to complete the project or desired by the Owner.

- CHPS Verified Design or LEED Certification
- WELL Certified or Well Compliant
- Branding and Graphic Design
- Traffic Impact Study and Traffic Management Plan
- Traffic control/signal studies or implementation
- Off-site utility engineering
- Zoning modifications, including plats, easements, Special Use Permits, and Planned Districts
- Furniture, office equipment, and classroom equipment selection and procurement
- Preparation or assistance with multiple or fast track drawing/bid packages
- Theater and Acoustical Design
- Food Service Design

Architect's Additional Services

The Architect shall also not proceed to provide the following services until the Architect receives the Owner's written authorization:

- Services necessitated by a change in the Owner provided information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or procurement or delivery method.
- Services necessitated by a change of the Architect's contract budget for the Cost of the Work.
- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations.
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
- Consultation concerning replacement of Work resulting from fire or other cause during construction.

Owner Provided Services and Building Systems

The Owner shall retain the following services when such services are required to complete the project.

- Environmental or hazardous materials assessment
- Laboratory construction materials testing/inspections (during construction)
- Third-party Review and Commissioning
- Geotechnical survey, including deep boring at the building corners for foundation design recommendations and shallow borings for the paving design recommendations as prescribed by the Structural engineer.
- Partial Survey to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site as prescribed by the Civil engineer.
- IT (voice and data), Security and AV (audio-visual) equipment selection. (Architect shall provide wiring design as per Owner's guide specifications)

COMPENSATION

For the Basic Services described above, Brown Reynolds Watford Architects proposes the following professional services fee:

Lump Sum Fee \$540,000.00

Reimbursable expenses are in addition to the fee and are not anticipated to exceed \$3,500. Expenses shall be invoiced at the same cost billed the Architect and include, but are not limited to, out-of-house document reproduction and courier / overnight deliveries and travel expenses.

Compensation shall be invoiced monthly based on the percent complete. Supplemental or Additional Services shall be authorized in writing by the Owner for a negotiated lump sum fee or compensated at the hourly rates listed below.

BRW Architects

• Executive Principal	\$350.00 per hour
• Project Principal	\$310.00 per hour
• Design Principal	\$310.00 per hour
• Project Director	\$275.00 per hour
• Lead Designer	\$275.00 per hour
• Project Manager/Project Designer	\$240.00 per hour
• Senior Interior Designer	\$220.00 per hour
• Project Architect	\$210.00 per hour
• Graphic Designer	\$195.00 per hour
• Architect	\$175.00 per hour
• Project Coordinator	\$165.00 per hour
• Interior Designer	\$175.00 per hour
• Architectural Intern	\$150.00 per hour
• Administration Staff	\$130.00 per hour

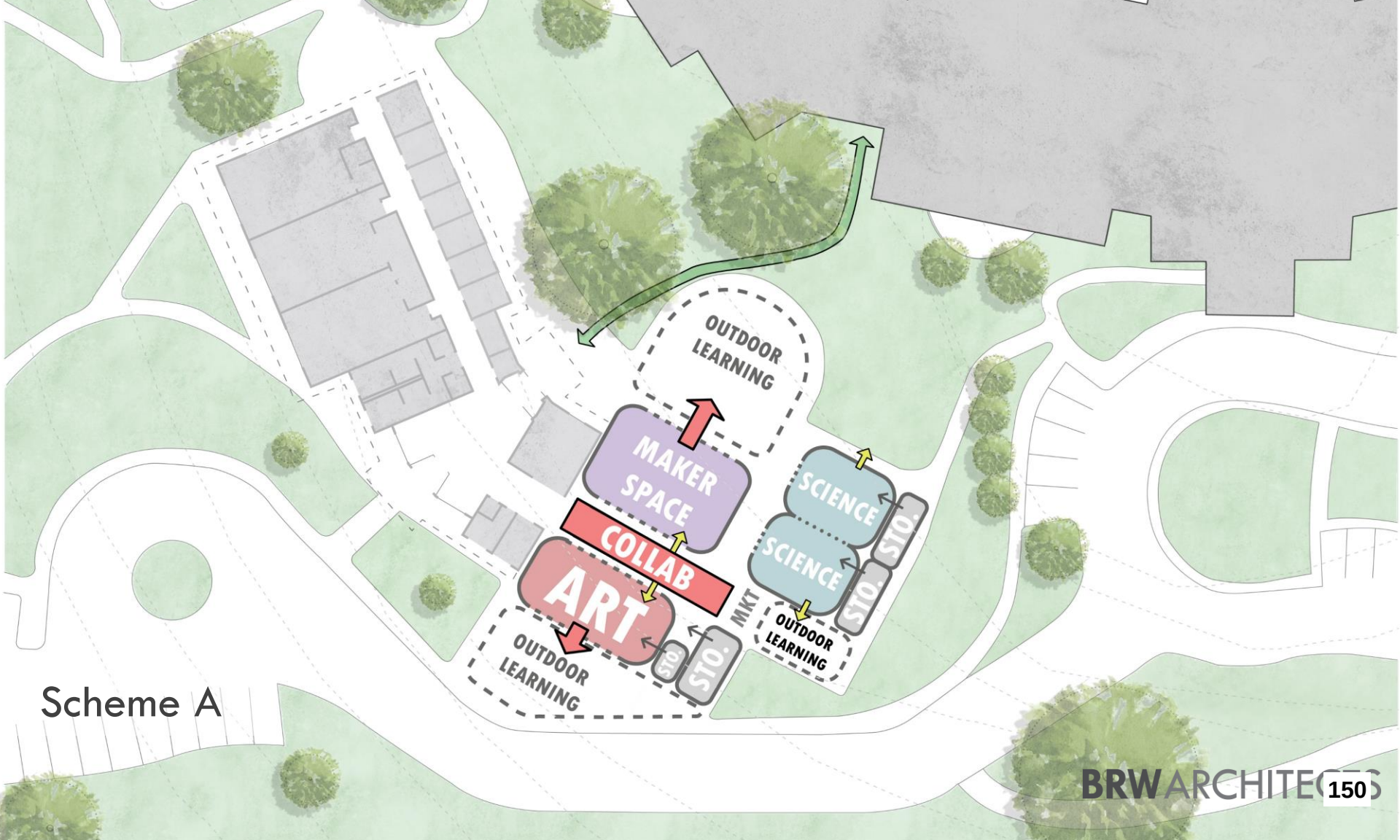
We hope this proposal meets your expectations. Please call us with any comments or questions. Upon your acceptance, we anticipate that the Town of Westlake will prepare an AIA B101-2017 Owner – Architect Agreement with Town of Westlake amendments. We look forward to working with the Westlake Academy.

BROWN REYNOLDS WATFORD ARCHITECTS



ANNE HILDENBRAND, AIA
PRINCIPAL

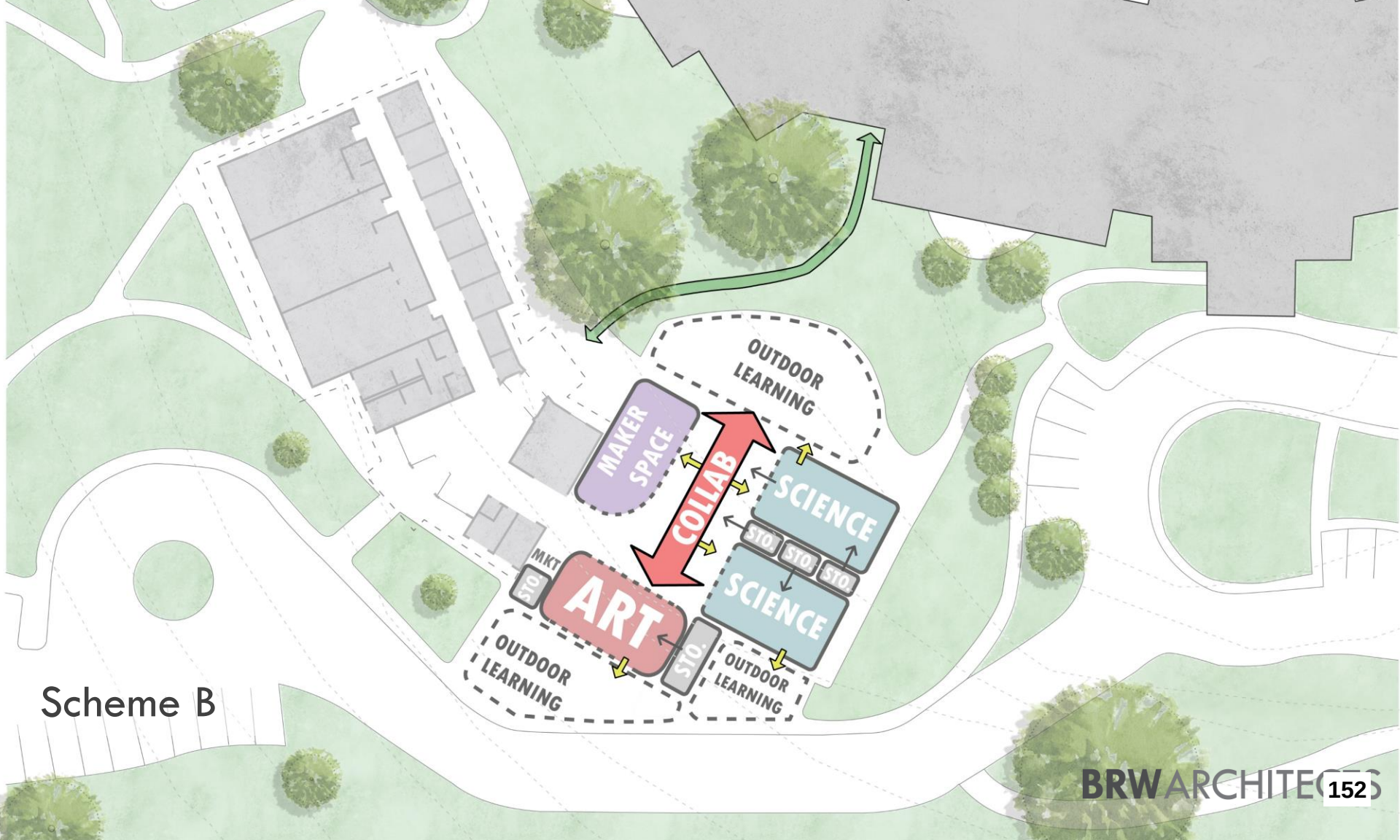
Scheme A





Science Lab

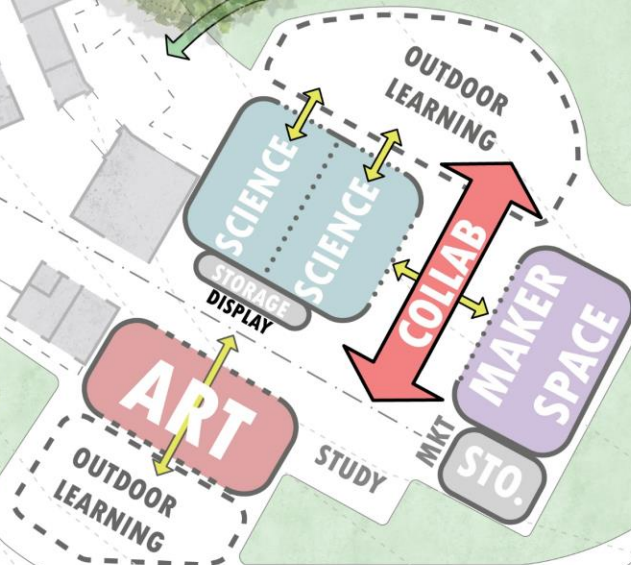
Scheme B





Maker Space

Scheme C





Science Lab



Science Lab



Town of Westlake

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

Staff Report

File #: WA RES 25-08

Agenda Date: 5/20/2025

Agenda #: H.5.

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act regarding WA Resolution 25-08 approving updates to and adopting the Westlake Academy Attendance Policy (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

BACKGROUND:

The Westlake Academy Attendance Policy was last revised in August 2016. Following a recent review, the Administration identified the need to update the policy to better reflect the school's current procedures and to ensure alignment with the most recent guidelines set forth by the Texas Education Agency.

DISCUSSION:

Regular and consistent attendance is essential for academic success at Westlake Academy. Frequent absences, tardies, or early departures significantly impact a student's ability to achieve satisfactory academic performance. These disruptions often result in additional after-school commitments for students and teachers, for the student to complete make-up work and catch up on missed instructional content.

In addition, student absences not only hinder the learning progress of the individual student but also disrupt the instructional flow for the entire class. When students arrive late, leave early, or miss school entirely, it affects the overall classroom environment and the teacher's ability to maintain a consistent and effective learning schedule.

To support improved student attendance and reduce the number of absences, tardies, and trancies, the Administration has refined our attendance policies. We strongly emphasize the importance of collaboration between the school, parents, and students to ensure these expectations are met.

Additionally, it is important to note that a significant portion of Westlake Academy's funding from the Texas Education Agency is directly tied to student attendance. High rates of absenteeism and tardiness can negatively impact the school's overall budget and its ability to provide quality educational resources.

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Staff recommends approving WA Resolution 25-08 approving updates to and adopting the Westlake Academy Attendance Policy.

ATTACHMENT(S):

WA Resolution 25-08

Proposed Attendance Policy

Red-lined Attendance Policy

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

WA RESOLUTION 25-08

**A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES
APPROVING AN AMENDMENT TO THE WESTLAKE ACADEMY ATTENDANCE
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 Attendance Policy; and

WHEREAS, the revisions will ensure effective compliance with applicable law, the Academy's expectations for regular attendance, and will increase the efficient use of staff resources; 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 Westlake Academy Board of Trustees hereby approves the Westlake Academy Attendance Policy 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 20th DAY OF MAY 2025.

Kim Greaves, Board President

Tammy Reeves, Board Trustee

Michael Yackira, Board Trustee

Todd Gautier, Board Trustee

T. J. Duane, Board Trustee

Kevin Smith, Board Trustee

Dr. Kelly Ritchie, Head of School

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

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

Policy No. 3.02:

Date Board Adopted: August 3, 2009

Date Board Amended: August 15, 2018

Effective Date: August 15, 2018

Policy Category: Parent, Student and Faculty Relations and Expectations

Policy Name: Attendance

Policy Goal: To encourage attendance and outline student and parent requirements

Policy Description:

Regular and consistent attendance is required to achieve academic success at Westlake Academy. Poor attendance is a major contributing factor toward receiving unsatisfactory grades and results in an additional commitment of after school hours to complete make-up assignments and review of class lecture notes.

Compulsory Attendance

Students who are at least six years of age, or who have been previously enrolled in first grade, and who have not yet reached their 19th birthday shall attend school for the entire period the program is offered, unless exempted as indicated below. On enrollment in prekindergarten or kindergarten, a student shall attend school. *Education Code 25.085(a)–(c)*

Westlake Academy requires cooperation from parents in the matter of school attendance and punctuality. Parents should:

- Ensure your child arrives and is picked up on time each day. Families who do not pick up their students by the time specified in the Parent/Student Handbook may be subject to any or all of the following consequences:
 - A fee, as identified in the Parent/Student Handbook, for each late pick-up beginning with the third offense;
 - Court referral for truancy in accordance with applicable state law; and
 - Administrative withdrawal from Westlake Academy for persistent late arrivals or pick-ups, which is defined as ten (10) or more occurrences within any consecutive period of 30 calendar days.
- Schedule routine medical and dental appointments after school hours when possible. When a student must miss a portion of a school day for a medical or dental appointment, the student may receive attendance credit for the day as long as the student attends a portion of the school day and the parent provides

a note from the doctor's office with the date and time of the student's appointment.

- Schedule family vacations during the school's vacation days and notify the school prior to any planned absence.
- Inform the office before 10:00 am of any absences.

A student is exempt from compulsory attendance requirements if the student has a temporary and remediable physical or mental condition that makes attendance infeasible and the student has a certificate from a qualified physician specifying the temporary condition, indicating the prescribed treatment, and covering the anticipated period of absence for the purpose of receiving and recuperating from remedial treatment.

Education Code 25.086

Attendance Accounting Method

The Head of School is authorized to establish alternate attendance-taking times for students who are scheduled to be off campus during the regular attendance-taking time for a school-related purpose.

Voluntary Enrollment of Students 19 and Over

A person who voluntarily enrolls in school or voluntarily attends school after the person's 19th birthday shall attend school each school day for the entire period the program of instruction is offered. A board may adopt a policy requiring the student who is under 21 years of age to attend school until the end of the school year.

After the third unexcused absence of a person who voluntarily enrolls, the Academy shall issue a warning letter to the person that states the person's enrollment may be revoked for the remainder of the school year if the person has more than five unexcused absences in a semester.

The Academy may revoke for the remainder of the school year the enrollment of a person who has more than five unexcused absences in a semester, except the Academy may not revoke the enrollment of a person under this provision on a day on which the person is physically present at school.

A person whose enrollment is revoked for exceeding this limit may be considered an unauthorized person on school grounds for the purposes of Education Code 37.107 regarding trespassing.

Education Code 25.085(e)–(h)

Excused Absences

The Academy shall excuse a student from attending school consistent with the requirements of the Texas Education Code. A complete list of the circumstances for which attendance will be excused is provided in the Westlake Academy Parent/Student Handbook. *Education Code 25.087*.

Documenting Attendance & Make-Up Work

A student whose absence is excused for a reason described above shall not be penalized for that absence and shall be counted as if the student attended school for purposes of calculating the average daily attendance of students. The student shall be allowed a reasonable time to make up school work missed on the days. If the student satisfactorily completes the work, the days of absence shall be counted as days of compulsory attendance. *Education Code 25.087(d)*.

Notice to Parents

The Academy shall notify a student's parent in writing at the beginning of the school year that, if the student is absent from school on ten or more days or parts of days within a six-month period in the same school year, the student's parent is subject to prosecution under Education Code Section 25.093, and the student is subject to referral to a truancy court for truant conduct under Family Code Section 65.003(a).

Notice of Absences

The Academy shall notify a student's parent if the student has been absent from school, without excuse under Education Code Section 25.087, on three days or parts of days within a four-week period. The notice must:

1. Inform the parent that:
 - a. It is the parent's duty to monitor the student's school attendance and require the student to attend school; and
 - b. The student is subject to truancy prevention measures under Education Code Section 25.0915; and
2. Request a conference between school officials and the parent to discuss the absences.

The fact that a parent did not receive the notices described above is not a defense for the parent's failure to require a child to attend school nor for the student's failure to attend school. *Education Code 25.095*

Parent Contributing to Non-Attendance

A parent or person standing in parental relation commits an offense if:

1. A warning notice is issued;
2. The parent with criminal negligence fails to require the child to attend school as required by law; and
3. The child has absences for the amount of time specified under Family Code Section

65.003(a).

The attendance officer or other appropriate school official shall file a complaint against the parent in an appropriate court, as permitted under *Education Code Section 25.093*.

Affirmative Defense - Parent

It is an affirmative defense to prosecution that one or more of the absences required to be proven was excused by a school official or should be excused by the court. A decision by the court to excuse an absence for this purpose does not affect the ability of the Academy to determine whether to excuse the absence for another purpose. *Education Code 25.093*

Student Liability

A child engages in truant conduct if the child is required to attend school under the compulsory attendance laws and fails to attend school on ten or more days or parts of days within a six-month period in the same school year. Truant conduct may be prosecuted only as a civil case in a truancy court. *Family Code 65.003(a), (b)*

“Child” means a person who is 12 years of age or older and younger than 19 years of age. *Family Code 65.002(1)*

Affirmative Defense - Student

It is an affirmative defense to an allegation of truant conduct that one or more of the absences required to be proven was excused by a school official or by the court or that one or more of the absences were involuntary, but only if there is an insufficient number of unexcused or voluntary absences remaining to constitute truant conduct. The burden is on the child to show by a preponderance of the evidence that the absence was or should be excused or that the absence was involuntary. A decision by the court to excuse an absence does not affect the ability of the Academy to determine whether to excuse the absence for another purpose. *Family Code 65.003(c)*

Truancy Prevention Measures

If a student fails to attend school without excuse on three or more days or parts of days within a four-week period, but does not fail to attend school for the time described below, the Academy shall initiate truancy prevention measures on the student. *Education Code 25.0915(a-4)*

Referral to Truancy Court

If a student fails to attend school without excuse on ten or more days or parts of days within a six-month period in the same school year, the Academy shall within ten school days of the student's tenth absence refer the student to a truancy court for truant conduct under *Family Code 65.003(a)*. *Education Code 25.0951*

Withdrawal of Student

In order to continue enrollment from year to year at the Academy, the student or parent must complete the Academy's annual registration process. A student who is not registered by May 31, will be considered withdrawn from the Academy for the upcoming school year. Additionally, a student who is absent for five consecutive school days without notice and efforts by administrators to contact the student or parent are unsuccessful will be considered withdrawn from the Academy.

Additional procedural information as it relates to attendance shall be recorded and published in the Parent/Student Handbook on an annual basis.

Dates Amended

10/05/15

08/10/16

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

Policy No. 3.02:

Date Board Adopted: August 3, 2009

Date Board Amended: August 15, 2018

Effective Date: August 15, 2018

Policy Category: Parent, Student and Faculty Relations and Expectations

Policy Name: Attendance

Policy Goal: To encourage attendance and outline student and parent requirements

Policy Description:

Regular and consistent attendance is required to achieve academic success at Westlake Academy. Poor attendance is a major contributing factor toward receiving unsatisfactory grades and results in an additional commitment of after school hours to complete make-up assignments and review of class lecture notes.

Compulsory Attendance

Students who are at least six years of age, or who have been previously enrolled in first grade, and who have not yet reached their 19th birthday shall attend school for the entire period the program is offered, unless exempted as indicated below. On enrollment in prekindergarten or kindergarten, a student shall attend school. *Education Code 25.085(a)–(c)*

Westlake Academy requires cooperation from parents in the matter of school attendance and punctuality. Parents should:

- Ensure your child arrives and is picked up on time each day. Families who do not pick up their students by the time specified in the Parent/Student Handbook may be subject to any or all of a late pick-up fee the following consequences: after the second offense.
 - A fee, as identified in the Parent/Student Handbook, for each late pick-up beginning with the third offense;
 - Court referral for truancy in accordance with applicable state law; and
 - Administrative withdrawal from Westlake Academy for persistent late arrivals or pick-ups, which is defined as ten (10) or more occurrences within any consecutive period of 30 calendar days.
- Schedule routine medical and dental appointments after school hours when possible. When a student must miss a portion of a school day for a medical or dental appointment, the student may receive attendance credit for the

day as long as the student attends a portion of the school day and the parent provides a note from the doctor's office with the date and time of the student's appointment.

- Schedule family vacations during the school's vacation days and notify the school prior to any planned absence.
- ~~Parents should inform~~ Inform the office before 10:00 am of any absences.

A student is exempt from compulsory attendance requirements if :

~~1. The student is eligible to participate in a district's special education program under Education Code 29.003 and cannot be appropriately served by the resident district.~~

2. ~~The~~ the student has a temporary and remediable physical or mental condition that makes attendance infeasible and the student has a certificate from a qualified physician specifying the temporary condition, indicating the prescribed treatment, and covering the anticipated period of absence for the purpose of receiving and recuperating from remedial treatment.

Education Code 25.086

Attendance Accounting Method

The Head of School is authorized to establish alternate attendance-taking times for students who are scheduled to be off campus during the regular attendance-taking time for a school-related purpose.

Voluntary Enrollment of Students 19 and Over

A person who voluntarily enrolls in school or voluntarily attends school after the person's 19th birthday shall attend school each school day for the entire period the program of instruction is offered. A board may adopt a policy requiring the student who is under 21 years of age to attend school until the end of the school year.

After the third unexcused absence of a person who voluntarily enrolls, ~~a district~~ the Academy shall issue a warning letter to the person that states the person's enrollment may be revoked for the remainder of the school year if the person has more than five unexcused absences in a semester.

~~A district~~ The Academy may revoke for the remainder of the school year the enrollment of a person who has more than five unexcused absences in a semester, except ~~a school district~~ the Academy may not revoke the enrollment of a person under this provision on a day on which the person is physically present at school.

A person whose enrollment is revoked for exceeding this limit may be considered an unauthorized person on school grounds for the purposes of Education Code 37.107 regarding trespassing.

~~As an alternative to revoking a person's enrollment, a school district may impose a behavior improvement plan described by Education Code 25.0915(a-1)(1).~~

Excused Absences

The Academy shall excuse a student from attending school consistent with the requirements of the Texas Education Code. A complete list of the circumstances for which attendance will be excused is provided in the Westlake Academy Parent/Student Handbook. A district shall excuse a student from attending school for the following purposes:

- ~~1. Observing religious holy days, including one day of travel to and from the site where the student will observe the holy days, if necessary.~~
- ~~2. Attending a required court appearance, including one day of travel to and from the site where the court is located, if necessary.~~
- ~~3. Appearing at a governmental office to complete paperwork required in connection with the student's application for United States citizenship, including one day of travel to and from the site of the governmental office, if necessary.~~
- ~~4. Taking part in a United States naturalization oath ceremony, including one day of travel to and from the site of the ceremony, if necessary.~~
- ~~5. Serving as an election clerk, including one day of travel to and from the site where the student will serve as an election clerk, if necessary.~~
- ~~6. A student in the conservatorship of the Department of Family and Protective Services (DFPS) shall be excused in order to participate, as determined and documented by DFPS, in an activity:
 - ~~A. Ordered by a court under Family Code Chapter 262 or 263, provided that it is not practicable to schedule the participation outside of school hours, or~~
 - ~~B. Required under a service plan under Family Code Chapter 263, Subchapter B. Education Code 25.087(b)(1); 19 TAC 129.21(j)(3)~~~~
- ~~7. A temporary absence resulting from an appointment with a health-care professional for the student or the student's child if the student commences classes or returns to school on the same day of the appointment. The student or parent must provide documentation of the appointment from the health-care professional. "Temporary absence" also includes an absence of a student diagnosed with autism spectrum disorder on the day of the student's appointment with a health-care practitioner to receive a generally recognized service for persons with autism spectrum disorder, including applied behavioral analysis, speech therapy, and occupational therapy. Education Code 25.08(b)(2), (b-3); 19 TAC 129.21(j)(3)~~
- ~~8. For students in the Diploma Program (11th or 12th grade), an absence to visit an institution of higher education accredited by a generally recognized accrediting organization for the purpose of determining the student's interest in attending the institution of higher education. Excused absences under this provision may not exceed two days and must be supported by documentation to verify the student's visit at the institution of higher education. Education Code 25.087(b-2); 19 TAC 129.21(j)(3)~~
- ~~9. A student whose parent, stepparent, or legal guardian is an active-duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from continuous deployment of at least four months outside the locality where the parent, stepparent, or guardian regularly resides, shall be excused from school to visit with the student's parent, stepparent, or guardian. An~~

~~absence under this provision may not exceed five days in a school year. An excused absence under this provision must be taken not earlier than the 60th day before the date of deployment or not later than the 30th day after the date of return from deployment. Education Code 25.087(b-4)~~

~~10. A student who is 17 years of age or older may be excused from attending school to pursue enlistment in a branch of the armed services of the United States or the Texas National Guard, provided that: the absence is not for more than four days of school during the period the student is enrolled in high school; and the Academy verifies the student's activities related to pursuing enlistment in a branch of the armed services or the Texas National Guard. Education Code 25.087(b-5), (b-6)~~

~~11. A student in grades 6 through 12 may be excused for the purpose of sounding "Taps" at a military honors funeral held in this state for a deceased veteran.~~

~~12.~~

Education Code 25.087.(c)

Documenting Attendance & Make-Up Work

A student whose absence is excused for a reason described above shall not be penalized for that absence and shall be counted as if the student attended school for purposes of calculating the average daily attendance of students. The student shall be allowed a reasonable time to make up school work missed on the days. If the student satisfactorily completes the work, the days of absence shall be counted as days of compulsory attendance. *Education Code 25.087(d)*

Notice to Parents

The Academy shall notify a student's parent in writing at the beginning of the school year that, if the student is absent from school on ten or more days or parts of days within a six-month period in the same school year, the student's parent is subject to prosecution under Education Code Section 25.093, and the student is subject to referral to a truancy court for truant conduct under Family Code Section 65.003(a).

Notice of Absences

The Academy shall notify a student's parent if the student has been absent from school, without excuse under Education Code Section 25.087, on three days or parts of days within a four-week period. The notice must:

1. Inform the parent that:
 - a. It is the parent's duty to monitor the student's school attendance and require the student to attend school; and
 - b. The student is subject to truancy prevention measures under Education Code Section 25.0915; and
2. Request a conference between school officials and the parent to discuss the absences.

The fact that a parent did not receive the notices described above is not a defense for the parent's failure to require a child to attend school nor for the student's failure to attend school. *Education Code 25.095*

Parent Contributing to Non-Attendance

A parent or person standing in parental relation commits an offense if:

1. A warning notice is issued;
2. The parent with criminal negligence fails to require the child to attend school as required by law; and
3. The child has absences for the amount of time specified under Family Code Section 65.003(a).

The attendance officer or other appropriate school official shall file a complaint against the parent in an appropriate court, as permitted under *Education Code Section 25.093*.

Affirmative Defense - Parent

It is an affirmative defense to prosecution that one or more of the absences required to be proven was excused by a school official or should be excused by the court. A decision by the court to excuse an absence for this purpose does not affect the ability of the Academy to determine whether to excuse the absence for another purpose. *Education Code 25.093*

Student Liability

A child engages in truant conduct if the child is required to attend school under the compulsory attendance laws and fails to attend school on ten or more days or parts of days within a six-month period in the same school year. Truant conduct may be prosecuted only as a civil case in a truancy court. *Family Code 65.003(a), (b)*

“Child” means a person who is 12 years of age or older and younger than 19 years of age. *Family Code 65.002(1)*

Affirmative Defense - Student

It is an affirmative defense to an allegation of truant conduct that one or more of the absences required to be proven was excused by a school official or by the court or that one or more of the absences were involuntary, but only if there is an insufficient number of unexcused or voluntary absences remaining to constitute truant conduct. The burden is on the child to show by a preponderance of the evidence that the absence was or should be excused or that the absence was involuntary. A decision by the court to excuse an absence does not affect the ability of the district Academy to determine whether to excuse the absence for another purpose. *Family Code 65.003(c)*

Truancy Prevention Measures

If a student fails to attend school without excuse on three or more days or parts of days within a four-week period, but does not fail to attend school for the time described below,

the ~~district Academy~~ shall initiate truancy prevention measures on the student.
Education Code 25.0915(a-4)

Referral to Truancy Court

If a student fails to attend school without excuse on ten or more days or parts of days within a six-month period in the same school year, the Academy shall within ten school days of the student's tenth absence refer the student to a truancy court for truant conduct under *Family Code 65.003(a)*. *Education Code 25.0951*

Withdrawal of Student

In order to continue enrollment from year to year at the Academy, the student or parent must complete the Academy's annual registration process. A student who is not registered ~~by the deadline identified by the Academy and remains unregistered after documented attempts to contact the student/parent by May 31,~~ will be considered withdrawn from the Academy for the upcoming school year. Additionally, a student who is absent for five consecutive school days without notice and efforts by administrators to contact the student or parent are unsuccessful will be considered withdrawn from the Academy.

Additional procedural information as it relates to attendance shall be recorded and published in the Parent/Student Handbook on an annual basis.

Dates Amended

10/05/15

08/10/16



Town of Westlake

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

Staff Report

File #: WA RES 25-12

Agenda Date: 5/20/2025

Agenda #:

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act regarding WA Resolution 25-12 approving an amendment to the Westlake Academy Admissions Policy (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

BACKGROUND:

Following a recent review, the Administration identified the need to update the policy to ensure the fair and effective implementation of the admission process and increase the efficient use of staff resources.

DISCUSSION:

Westlake Academy's enrollment policy establishes the procedures, priorities, and sequence for admitting new students and re-enrolling current students each academic year.

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Staff recommends approving WA Resolution 25-12 approving updates to and adopting the Westlake Academy Admissions Policy.

ATTACHMENT(S):

WA Resolution 25-12

Proposed Admissions Policy

Red-lined Admissions Policy

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

WA RESOLUTION 25-12

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING AN AMENDMENT TO THE WESTLAKE ACADEMY ADMISSIONS 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, the revisions will ensure the fair and effective implementation of the admission process and will increase the efficient use of staff resources; 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 Westlake Academy Board of Trustees 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 20th DAY OF MAY 2025.

Kim Greaves, Board President

Tammy Reeves, Board Trustee

Michael Yackira, Board Trustee

Todd Gautier, Board Trustee

T. J. Duane, Board Trustee

Kevin Smith, Board Trustee

Dr. Kelly Ritchie, Head of School

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

Policy No. 1.02:

Date Board Adopted: May 4, 2009

Date Board Amended: May 20, 2025

Effective Date: _____

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.

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. 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.

Policy No. 1.02:

Date Board Adopted: May 4, 2009

Date Board Amended: ~~January 31, 2024~~ May 20, 2025

Effective Date: _____

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. ~~Applications received a~~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-Primary~~ or ~~secondary-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 receive a Notice of Intent to Return form in February of each school year. This form asks students to state whether they intend to return to Westlake Academy the following school year and to identify any siblings who wish to apply for admission to Westlake Academy for the following school year. This form must be returned within 30 days of distribution. Students who do not return the Notice of Intent to Return form by the deadline are not guaranteed enrollment for the following school year.~~

Currently enrolled students, who ~~provide timely notice of the intent to return and who~~ continue to reside within an approved geographical boundary and submit timely registration forms by May 31, are automatically enrolled for the following 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~~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~~;~~₁

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 ~~are~~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 ~~defined-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.

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
~~so long as the total number of students admitted through exceptions below constitutes only a small percentage of the total school enrollment.~~

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 this 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. 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.



Town of Westlake

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

Staff Report

File #: RES 25-16

Agenda Date: 5/20/2025

Agenda #: H.7.

TOWN STAFF REPORT RECOMMENDATIONS

Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of Resolution 25-16 pertaining thereto (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

Due to pending legislation at the State level that would catastrophically limit the Town's ability to issue debt for needed infrastructure and capital improvements, the Town of Westlake is proposing a maximum issuance of \$30m in combination tax and revenue certificates of obligation. Approval of Resolution 25-16 authorizes the publication of required notices; the sale of bonds will require a separate ordinance to be approved by the Town Council/Board of Trustees.

DISCUSSION:

The State of Texas' 89th Legislature has introduced multiple bills and amendments restricting the ability for local governments to issue debt. These restrictions are currently being considered in various committees and in different forms. The most restrictive would effectively eliminate Westlake's ability to issue any ad valorem-back debt, even when other revenues are pledged, until well into the next decade unless bonds are issued and funded prior to September 1, 2025. The immediate consequences would include a halt in new development due to lack of public infrastructure, significantly increased costs for other debt that may need to be issued for emergencies or public safety, and the inability to meet donor obligations for Academy improvements.

In order to meet the funding deadline being considered, Westlake tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$30,000,000 for paying all or a portion of the Town's contractual obligations incurred in connection with the planning, acquisition, design, expansion, renovation, equipping, and construction of:

- (i) streets, sidewalks, roads, and related improvements, including drainage, landscaping, streetscaping, pedestrian seating, lighting, signage and traffic signalization incidental thereto, and the acquisition of land and rights-of-way therefor (estimated project cost \$2.6m);
- (ii) pump stations and water tower, including the acquisition of land and equipment therefor (estimated project cost \$16m);
- (iii) a fire apparatus (estimated project cost \$2.4m)
- (iv) drainage and flood control improvements, including the acquisition of land and rights-of-way therefor

(estimated project cost \$300k);

(v) the Sam & Margaret Lee Arts & Science Center (estimated project cost \$4m);

(vi) legal, fiscal and engineering fees in connection with such projects (estimated project cost \$4.7m).

The Legislature is currently scheduled to adjourn its regular session on June 2, 2025. An update on the need to expedite debt issuance, impacts from approved legislation, and the adjournment or continuance of the 89th Session will be provided at the June 17, 2025 meeting.

FISCAL IMPACT:

The maximum principal amount of the certificates to be authorized is \$30,000,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$ 67,114,962.85.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-16, as presented

ATTACHMENT(S):

Resolution 25-16

Notice of Intent to Issue

Capital Improvement Plan Schedule

Capital Improvement Plan Project Details

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 25-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the Town Council of the Town of Westlake deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, the Town of Westlake (the “Town”) expects to pay expenditures in connection with the projects described in “Exhibit A” to this Resolution prior to the issuance of the certificates of obligation hereinafter described; and

WHEREAS, the Town Council hereby finds, considers and declares that the reimbursement of the payment by the Town of such expenditures will be appropriate and consistent with the lawful objectives of the Town and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1 Attached hereto and marked “Exhibit A” is a form of notice, the form and substance of which are hereby passed and approved.

SECTION 2 The Town Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said Town, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the Town maintains an Internet website, continuously on the Town’s website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

SECTION 3 All costs to be reimbursed pursuant hereto will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4 This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED ON THIS 20TH DAY OF MAY 2025.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

Matthew C. G. Boyle, Town Attorney

EXHIBIT A
TOWN OF WESTLAKE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Westlake, Texas, at its meeting to commence at 4:00 P.M. on July 15, 2025, at the Town Hall, Council Chambers, 1500 Solana Boulevard, Building 7, Suite 7100, 1st Floor, Westlake, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$30,000,000 for paying all or a portion of the Town's contractual obligations incurred in connection with the planning, acquisition, design, expansion, renovation, equipping, and construction of (i) streets, sidewalks, roads, and related improvements, including drainage, landscaping, streetscaping, pedestrian seating, lighting, signage and traffic signalization incidental thereto, and the acquisition of land and rights-of-way therefor, (ii) pump stations and water tower, including the acquisition of land and equipment therefor, (iii) a fire apparatus, (iv) drainage and flood control improvements, including the acquisition of land and rights-of-way therefor, (v) the Sam & Margaret Lee Arts & Science Center, and (vi) legal, fiscal and engineering fees in connection with such projects. The Town proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the Town as provided by law and from a pledge of certain surplus revenues of the Town's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the Town's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Town's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

The current principal of all outstanding debt obligations of the Town is \$43,332,000. The current combined principal and interest on all outstanding debt obligations of the Town, paid on time and in full, is \$57,429,729. The maximum principal amount of the certificates to be authorized is \$30,000,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$ 67,114,962.85. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2055. The above information includes \$35,020,000 in principal amount of outstanding obligations the Town has designated as self-supporting being the Town's (i) Combination Tax and Revenue Certificates of Obligation, Series 2013, (ii) General Obligation Refunding Bonds, Series 2013, (iii) Combination Tax and Revenue Certificates of Obligation, Series 2016, (iv) General Obligation Refunding Bonds, Series 2017, (v) Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2018, and (vi) General Obligation Refunding Bonds, Series 2022.

TOWN OF WESTLAKE, TEXAS

**Capital Improvement Program
FY2026**

Project Type	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total
Streets	\$470,000	\$400,000	\$150,000	\$800,000	\$800,000	\$2,680,000	\$5,300,000
Facilities	\$8,037,850	\$59,850	\$49,850	\$124,850	\$791,350	\$5,049,850	\$14,113,600
Parks/Trails	\$100,000	\$50,000	\$75,000	\$75,000	\$50,000	\$0	\$350,000
Drainage	\$0	\$0	\$300,000	\$0	\$0	\$1,000,000	\$1,300,000
Water	\$7,145,800	\$13,050,000	\$15,200,000	\$50,000	\$350,000	\$300,000	\$36,095,800
Sewer	\$40,000	\$40,000	\$40,000	\$40,000	\$130,000	\$40,000	\$330,000
Vehicles/Equipment	\$800,000	\$2,549,500	\$76,500	\$267,500	\$8,000	\$2,007,908	\$5,709,408
Information Technology	\$470,506	\$470,506	\$470,506	\$470,506	\$351,489	\$0	\$2,233,513
	\$17,064,156	\$16,619,856	\$16,361,856	\$1,827,856	\$2,480,839	\$11,077,758	\$65,432,321

Expenditure Type	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total
Capital	\$16,030,800	\$15,912,000	\$15,625,000	\$980,000	\$1,881,500	\$10,975,908	\$61,405,208
O&M	\$1,033,356	\$707,856	\$736,856	\$847,856	\$599,339	\$101,850	\$4,027,113
	\$17,064,156	\$16,619,856	\$16,361,856	\$1,827,856	\$2,480,839	\$11,077,758	\$65,432,321

Funding Source	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total
General Fund	\$755,926	\$338,426	\$290,426	\$481,426	\$895,593	\$7,487,000	\$10,248,797
Academy Budget	\$612,430	\$391,430	\$381,430	\$456,430	\$305,246	\$49,850	\$2,196,816
Utility Revenues	\$450,000	\$90,000	\$240,000	\$90,000	\$480,000	\$490,000	\$1,840,000
General/Utilities	\$0	\$0	\$0	\$0	\$0	\$370,908	\$370,908
Capital Funds/Donations	\$540,000	\$0	\$0	\$0	\$0	\$0	\$540,000
COs/Donations	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$7,000,000
Certificates of Obligation	\$7,705,800	\$15,800,000	\$15,450,000	\$800,000	\$800,000	\$2,680,000	\$43,235,800
	\$17,064,156	\$16,619,856	\$16,361,856	\$1,827,856	\$2,480,839	\$11,077,758	\$65,432,321

Expenditure Type	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total
Academy	\$8,359,430	\$391,430	\$381,430	\$456,430	\$1,046,746	\$49,850	\$10,685,316
Town	\$8,704,726	\$16,228,426	\$15,980,426	\$1,371,426	\$1,434,093	\$11,027,908	\$54,747,005
	\$17,064,156	\$16,619,856	\$16,361,856	\$1,827,856	\$2,480,839	\$11,077,758	\$65,432,321

Capital Improvement Program
FY2026

Classification	Project Type	Westlake	Description	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total	Funding Source
Capital	Water	Town	Water Tower Engineering	1,000,000						1,000,000	Certificates of Obligation
Capital	Water	Town	Land Acquisition Water Tower	2,000,000						2,000,000	Certificates of Obligation
Capital	Water	Town	EST No. 2		10,000,000					10,000,000	Certificates of Obligation
Capital	Water	Town	Pump Station 2 Engineering		1,000,000					1,000,000	Certificates of Obligation
Capital	Water	Town	Land Acquisition Pump Station 2		2,000,000					2,000,000	Certificates of Obligation
Capital	Water	Town	Pump Station No.2			15,000,000				15,000,000	Certificates of Obligation
Capital	Water	Town	Pump Station Recommendations F&N	3,735,800						3,735,800	Certificates of Obligation
Capital	Water	Town	Pump Station Generator Install Package	300,000						300,000	Utility Revenues
Capital	Water	Town	PS - Refurbish pumps #2 and #3	60,000						60,000	Utility Revenues
Capital	Water	Town	Add PRVs to SCADA System - control remotely			150,000				150,000	Utility Revenues
Capital	Water	Town	Tank Painting					300,000	300,000	600,000	Utility Revenues
O&M	Water	Town	Meter Replacement Program	50,000	50,000	50,000	50,000	50,000		250,000	Utility Revenues
Capital	Sewer	Town	N-1 Rehab					80,000		80,000	Utility Revenues
Capital	Sewer	Town	N-1 ROW/Easement Acquisition					10,000		10,000	Utility Revenues
O&M	Sewer	Town	Manhole Rehab/Replacement (\$5000/each)	40,000	40,000	40,000	40,000	40,000	40,000	240,000	Utility Revenues
O&M	Streets	Town	Street assessment (pending)	20,000						20,000	Certificates of Obligation
Capital	Streets	Town	Ottinger Bridge - Local Government Match	350,000						350,000	Certificates of Obligation
Capital	Streets	Town	Ottinger Bridge - ROW acquisition	100,000						100,000	Certificates of Obligation
Capital	Streets	Town	Carlyle Court - panel replacement		350,000					350,000	Certificates of Obligation
O&M	Streets	Town	FM1938 Street Enhancement Replacement (Cross-walks)		50,000	50,000	50,000	50,000		200,000	Certificates of Obligation
Capital	Streets	Town	Dove Road Culvert/Street Improvement			100,000	750,000	750,000	1,500,000	3,100,000	Certificates of Obligation
Capital	Streets	Town	Sam School Road Widening at Southlake City Limit (Concrete/HMAC, curb and gutter)						180,000	180,000	Certificates of Obligation
Capital	Streets	Town	Roanoke Road Widenening at Roanoke City Limit						1,000,000	1,000,000	Certificates of Obligation
Capital	Drainage	Town	along)			300,000				300,000	Certificates of Obligation
Capital	Drainage	Town	Dove Road Culvert/Street Improvement						1,000,000	1,000,000	General Fund
O&M	Facilities	Town	Public Works - Interior Improvements	10,000						10,000	General Fund
Capital	Facilities	Town	PW Land Purchase for new facility						1,000,000	1,000,000	General Fund
Capital	Facilities	Town	PW Maintenance Building						4,000,000	4,000,000	General Fund
O&M	Parks/Trails	Town	Parks Master Plan	100,000						100,000	General Fund
Capital	Parks/Trails	Town	South Davis Medians		50,000					50,000	General Fund
O&M	Parks/Trails	Town	Vaquero Greenspace Improvements (TOW taking over Davis Blvd. parkway maintenance)			50,000				50,000	General Fund
O&M	Parks/Trails	Town	Quail Hollow ROW Improvements			25,000	25,000			50,000	General Fund
O&M	Parks/Trails	Town	Quail Hollow Greenspace Improvements (TOW taking over Davis Blvd. parkway maintenance)				50,000			50,000	General Fund
O&M	Parks/Trails	Town	Granada Greenspace Improvements (TOW taking over Davis Blvd. parkway maintenance)					50,000		50,000	General Fund
Capital	Vehicles/Equipment	Town	Skid steer	100,000						100,000	General Fund
Capital	Vehicles/Equipment	Town	20-foot flat tilt trailer	20,000						20,000	General Fund
Capital	Vehicles/Equipment	Town	Mini Excavator		90,000					90,000	General Fund
Capital	Vehicles/Equipment	Town	Godwin dry pump for emergency lift station failures			75,000				75,000	General Fund
Capital	Vehicles/Equipment	Town	F-550 4x4 crew cab utility truck with crane, generator, air compressor				230,000			230,000	General Fund
Capital	Vehicles/Equipment	Town	Emergency Mobile Generator for Lift Stations						150,000	150,000	Utility Revenues
Capital	Vehicles/Equipment	Town	2020 Ford F-350 4X4, 100k+ miles						120,000	120,000	General/Utilities
Capital	Vehicles/Equipment	Town	2022 Ford F-350 4X4, 100k+ miles						123,600	123,600	General/Utilities
Capital	Vehicles/Equipment	Town	2022 Ford F-150 4X4, 100k+ miles						127,308	127,308	General/Utilities
Capital	Vehicles/Equipment	Town	Ambulance	500,000						500,000	Certificates of Obligation
Capital	Vehicles/Equipment	Town	Fire Attack (Brush Truck)						350,000	350,000	General Fund

Capital Improvement Program
FY2026

Classification	Project Type	Westlake	Description	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total	Funding Source
Capital	Vehicles/Equipment	Town	Fire Engine						15,000	15,000	General Fund
Capital	Vehicles/Equipment	Town	Fire Chief Tahoe	85,000						85,000	General Fund
Capital	Vehicles/Equipment	Town	Ambulance						600,000	600,000	General Fund
Capital	Vehicles/Equipment	Town	Deputy Chief F150						85,000	85,000	General Fund
Capital	Vehicles/Equipment	Town	Ladder Truck		2,400,000					2,400,000	Certificates of Obligation
Capital	Vehicles/Equipment	Town	Portable Radios/Mobile Radios						200,000	200,000	General Fund
Capital	Vehicles/Equipment	Town	Heart Monitor - 2011	80,000						80,000	General Fund
Capital	Vehicles/Equipment	Town	Heart Monitor - 2022						95,000	95,000	General Fund
Capital	Vehicles/Equipment	Town	Stryker Cot - 2012		22,000					22,000	General Fund
Capital	Vehicles/Equipment	Town	Stryker Cot - 2019						25,000	25,000	General Fund
O&M	Vehicles/Equipment	Town	SCBAs (see SCBA Replacement Schedule for Details)	9,500						9,500	General Fund
Capital	Vehicles/Equipment	Town	Lucas Device						30,000	30,000	General Fund
Capital	Vehicles/Equipment	Town	Extrication Tools - 2022						75,000	75,000	General Fund
O&M	Vehicles/Equipment	Town	Gear Extractors						12,000	12,000	General Fund
O&M	Vehicles/Equipment	Town	Washer and Dryer Machines x2				6,000			6,000	General Fund
O&M	Vehicles/Equipment	Town	Washer and Dryer Machines x1				3,000			3,000	General Fund
O&M	Vehicles/Equipment	Town	Air Compressor							0	General Fund
O&M	Vehicles/Equipment	Town	SCBA Fill Station and Compressor							0	General Fund
O&M	Vehicles/Equipment	Town	Thermal Imager (OIC)	5,500						5,500	General Fund
O&M	Vehicles/Equipment	Town	Mattresses x7				10,000			10,000	General Fund
O&M	Vehicles/Equipment	Town	Recliners x8				10,000			10,000	General Fund
O&M	Vehicles/Equipment	Town	Tread Mills x2				6,000			6,000	General Fund
O&M	Vehicles/Equipment	Town	Row Machines x2				2,500			2,500	General Fund
O&M	Vehicles/Equipment	Town	Computer Replacement Schedule - Toughbooks		27,500					27,500	General Fund
O&M	Vehicles/Equipment	Town	Mutli-gas monitor		10,000					10,000	General Fund
O&M	Vehicles/Equipment	Town	Sensit Monitor			1,500				1,500	General Fund
O&M	Vehicles/Equipment	Town	Ballistic Vest/Equipment (Ambulance and Admin)					8,000		8,000	General Fund
O&M	Vehicles/Equipment	Town	Self-Contained Breathing Apparatus (16)							0	General Fund
Capital	Facilities	Academy	Gym HVAC	160,000						160,000	General Fund
Capital	Facilities	Academy	MPH, Secondary, & FH HVACs					500,000		500,000	General Fund
Capital	Facilities	Academy	Arts & Sciences HVAC					241,500		241,500	General Fund
O&M	Facilities	Academy	Modulars Web Control (Hardware)	32,000						32,000	General Fund
O&M	Facilities	Academy	Update to Controllers (PYP 1 & 2, Gym)	19,000						19,000	Academy budget
O&M	Facilities	Academy	Web Control (Software/HVAC maintenance)	9,850	9,850	9,850	9,850	9,850	9,850	59,100	Academy budget
O&M	Facilities	Academy	Landscape (Project Proposal)	50,000						50,000	Academy budget
O&M	Facilities	Academy	Replacement of broken open/door sensors	5,000						5,000	Academy budget
O&M	Facilities	Academy	Building refreshes every year (paint, small updates 1-2/year)	40,000	40,000	40,000	40,000	40,000	40,000	240,000	Academy budget
O&M	Facilities	Academy	Powerwashing and replacing wood outside	50,000			50,000			100,000	Academy budget
O&M	Facilities	Academy	Concrete lifting	15,000			15,000			30,000	Academy budget
O&M	Facilities	Academy	New furniture for modulars	10,000	10,000					20,000	Academy budget
O&M	Facilities	Academy	Floor in the fieldhouse (boys' locker room)	20,000						20,000	Academy budget
O&M	Facilities	Academy	Parking lot painting	10,000			10,000			20,000	Academy budget
O&M	Facilities	Academy	Water pressure in the modulars	15,000						15,000	General Fund
O&M	Facilities	Academy	Upgrade lights (sensor lights)							0	TBD
O&M	Facilities	Academy	Perimeter fencing							0	Academy budget

Capital Improvement Program
FY2026

Classification	Project Type	Westlake	Description	2026 Budget	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031+	Total	Funding Source
Capital	Facilities	Academy	Expansion to the Arts and Science building	7,000,000						7,000,000	COs/Donations
Capital	Facilities	Academy	Completing a turf field and installing new bleachers	540,000						540,000	Capital Funds/Donations
O&M	Facilities	Academy	Replace 8 wood support beams for roof at the gym building	23,000						23,000	Academy budget
O&M	Facilities	Academy	Roof repairs	15,000						15,000	Academy budget
O&M	Facilities	Academy	PYP 1 Commons wood floors need sanding/refinishing	14,000						14,000	Academy budget
O&M	Information Technology	Town	Town Hall Switches (lease)	22,397	22,397	22,397	22,397	5,600		95,188	General Fund
O&M	Information Technology	Town	Fire Switches (lease)	24,911	24,911	24,911	24,911	6,230		105,874	General Fund
O&M	Information Technology	Town	Public Works Switches (lease)	3,250	3,250	3,250	3,250	815		13,815	General Fund
O&M	Information Technology	Academy	Academy Switches (lease)	80,115	80,115	80,115	80,115	20,030		340,490	Academy budget
O&M	Information Technology	Town	Town Hall Wireless Access (lease)	2,571	2,571	2,571	2,571	644		10,928	General Fund
O&M	Information Technology	Town	Fire Wireless Access (lease)	3,262	3,262	3,262	3,262	816		13,864	General Fund
O&M	Information Technology	Town	Public Works Wireless Access (lease)	735	735	735	735	188		3,128	General Fund
O&M	Information Technology	Academy	Academy Wireless Access (lease)	21,465	21,465	21,465	21,465	5,366		91,226	Academy budget
O&M	Information Technology	Academy	Academy Compuers/iPads	230,000	230,000	230,000	230,000	230,000		1,150,000	Academy budget
O&M	Information Technology	Town	Town Computers	40,000	40,000	40,000	40,000	40,000		200,000	General Fund
O&M	Information Technology	Town	Servers	29,200	29,200	29,200	29,200	29,200		146,000	General Fund
O&M	Information Technology	Town	Printers	12,600	12,600	12,600	12,600	12,600		63,000	General Fund



Town of Westlake

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

Staff Report

File #: WA RES 25-13

Agenda Date: 5/20/2025

Agenda #: H.8.

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act to approve WA Resolution 25-13, authorizing the Head of School to enter into a 3-year \$1 buy-out lease agreement with Apple Financial Services for the acquisition of hardware, software licensing, and services to support the Westlake Academy One-to-One technology device initiative (Jason Power, Director of Information Technology)

STAFF: Jason Power, Director of Information Technology

BACKGROUND:

The Westlake Academy One-to-One technology device initiative began during the 2013-2014 school year in Grades 4-6 with the purchase of 170 Apple iPad Mini tablets for students and faculty. In 2014-2015, the program expanded to include Grades 1 through 12 with the acquisition of an additional 640 iPad Minis, along with network hardware, software, and equipment management tools.

In 2016, the iPads were replaced with 1,020 iPad Air 2 tablets, and new laptops were purchased for Academy staff. In 2019, 1,050 iPad 6th generation tablets with keyboard cases and 125 MacBook Air laptops for staff were leased. In 2022, the Academy leased 1,100 iPad 9th generation tablets with keyboard cases, 125 MacBook Air laptops, and 75 Apple TVs for classroom use and digital signage.

This lease will expire on June 30, 2025. At that time, all equipment must either be returned to CSI Leasing, purchased, or renegotiated under a new lease at a reduced cost.

DISCUSSION:

In April 2025, staff contacted Apple Inc. to obtain quotes for new hardware, software licensing, and services for the One-to-One initiative. Apple, as the sole-source provider for Apple hardware in education, offers preferred pricing on bundled hardware, licensing, and services-more favorable than obtaining these components separately.

Apple quoted a total of \$788,541.45 for the hardware, licensing, and services package.

Staff then contacted both CSI Leasing and Apple Financial Services for lease options. Apple Financial Services provided the most competitive offer: a 3-year lease with a \$1 purchase option at 0% interest. Under this arrangement, the school retains ownership of the equipment at the end of the lease and may trade it in for credit

or cash through Apple's Trade-In Program for Education. The program also supports responsible equipment disposal.

This leasing option represents a cost savings of approximately \$50,000 per year-roughly \$150,000 total over three years-compared to the proposal from CSI Leasing. The total lease cost with Apple Financial Services will be split into three annual payments of \$262,847.15, due at the beginning of each fiscal year.

FISCAL IMPACT:

The fiscal impact is \$262,847.15 per year for 3 years, totaling \$788,541.45.

STAFF RECOMMENDATION:

Staff recommends approval of WA Resolution 25-13 as presented.

ATTACHMENTS:

WA Res 25-13

Apple Financial Services lease proposal

Apple Inc. Education Price Quote for hardware, licensing, and services

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

WA RESOLUTION NO. 25-13

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES, AUTHORIZING THE HEAD OF SCHOOL TO ENTER INTO A LEASE AGREEMENT WITH APPLE FINANCIAL SERVICES, FOR THE PURCHASE OF TECHNOLOGY AT WESTLAKE ACADEMY FOR A ONE-TO-ONE DEVICE INITIATIVE

WHEREAS, Staff have assessed current technology needs and identified a three-year technology lease supportive of the one-to-one device initiative at Westlake Academy for faculty and students in Grades K-12; and,

WHEREAS, this lease would allow the immediate procurement of needed technology resources to support the educational initiatives at Westlake Academy; and,

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

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

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

SECTION 2: 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 3: That, the Board of Trustees of Westlake Academy, hereby approves and authorizes the Head of School to enter into a lease agreement with Apple Financial Services.

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

PASSED AND APPROVED ON THIS 20th DAY OF May 2025.

ATTEST:

Kim Greaves, President

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

Wells Fargo Vendor Financial Services, LLC. is pleased to send you the attached documentation package for your lease of Apple products and services. If you are new to Wells Fargo Vendor Financial Services, LLC., welcome. If you have previously used our services, we appreciate your continued business. At this stage in the process, please click on the "Review Documents" link below and follow the instructions to electronically sign your documents. In order to facilitate the most efficient and timely processing of your equipment order, please attach your purchase order and sales tax exemption certification where instructed on the first page of the documents. Prior to lease commencement, you will also need to send us an Acceptance Certificate, and, if required, the completed 8038, and/or your advance lease payment. You can print a copy of the documents at any time. You will also receive an email once the documents have been counter-signed by us so that you can view and print the final documents. **Please feel free to call Michael Boatright 469-585-3474 with any questions.**

Lease Documentation Checklist

Documents Required Prior to Shipment	Scanned to Wells Fargo Vendor Financial Services, LLC
Lease Purchase Agreement 450-7994319	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No. _____
Electronic Signature Addendum	Lessee Signature, Name/Title & Execution Date _____
Schedule (Exhibit A) 450-7994319-002	Lessee Signature, Name/Title & Execution Date _____
Contact Information	Please complete with the appropriate contact information _____
Insurance Coverage (Exhibit F)	Complete name of insurance company and contact information. _____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Wells Fargo Vendor Financial Services, LLC. and its Assigns. _____
If not signed through DocuSign, or if requested by us, originals of all the above, as well as the items below.	<i>Please mail to:</i> Wells Fargo Vendor Financial Services, LLC Attention: Michael Boatright 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314 _____

NOTE: If you prefer to print a copy of the documents and sign, please scan signed documents and email to applefin@applefin.com and michael.boatright@applefin.com prior to overnighting for review. Please return the: (A) original properly executed documentation; (B) original purchase order(s); and (C) sales tax exemption certificate.

Closing Documentation Checklist

Documents Required Prior to Closing

Scanned to Wells Fargo Vendor Financial Services, LLC

PLEASE NOTE:

The following documentation and responsibilities identified below are required in order to finalize and commence this lease. The return of the executed and original lease documents along with the insurance requirements remain the lessee's obligation. The outstanding closing documents will be provided for completion and execution upon the invoicing of your equipment/lease.

Please call Michael Boatright 469-585-3474 with any questions.

Please send the closing documents to:

*Wells Fargo Vendor Financial Services
Attention: Michael Boatright
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314*

Insurance Certificate or
Self-Insurance Letter

Provide All Risk Personal Property and General Liability
Coverage listing WELLS FARGO VENDOR FINANCIAL
SERVICES, LLC and its assigns as "Loss Payee" and
"Additionally
Insured" or provide a self insurance letter as described in the
"Insurance Coverage Requirements."

Advance Lease Payment

Invoice attached, if applicable.

IRS Form 8038-GC

Complete per instructions and signed.
<http://www.irs.gov/pub/irs-pdf/i8038gc.pdf>

Lease Purchase Agreement No. 450-7994319

This Lease Purchase Agreement # **450-7994319** dated as of _____, 20____ (this "Lease Agreement") is entered into by and between WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Lessor") and TOWN OF WESTLAKE ("Lessee").

1. LEASE AGREEMENT; SCHEDULES. Subject to the terms of this Lease Agreement, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Lease Agreement shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Lease Agreement (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Lease Agreement; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Lease Agreement or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hererof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Lease Agreement or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Lease Agreement. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS LEASE AGREEMENT AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Lease Agreement or in any Lease shall relieve Wells Fargo Vendor Financial Services, LLC of its obligations under the Product Warranty offered by Wells Fargo Vendor Financial Services, LLC for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and Wells Fargo Vendor Financial Services, LLC and that such Product Warranty is not a part of this Lease Agreement or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Lease Agreement or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than

those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS LEASE AGREEMENT AND THE RELATED LEASE. The parties to this Lease Agreement intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Lease Agreement or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS LEASE AGREEMENT FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS LEASE AGREEMENT.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Lease Agreement. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Lease Agreement.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage

required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Lease Agreement and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Lease Agreement or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder. If Lessor permits an early termination, the purchase price Lessor may quote to Lessee may include a prepayment fee.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Lease Agreement and each Lease and every other document required to be delivered in connection with this Lease Agreement and a Lease; (d) this Lease Agreement and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Lease Agreement and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act

allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Lease Agreement, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Lease Agreement and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Lease Agreement and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Lease Agreement and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Lease Agreement or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Lease Agreement or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. CERTAIN REPRESENTATIONS AND WARRANTIES OF THE LESSOR. Lessor hereby represents and warrants to Customer that (a) neither Lessor nor any wholly- or majority-owned subsidiary, parent company, or affiliate of Lessor/Owner is an entity listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code (the "Code") as noted on a list made available through the following link: <https://comptroller.texas.gov/purchasing/publications/divestment.php>; and (b) Lessor and each of its wholly- and majority-owned subsidiaries, parent company, and affiliates(i) do not and will not "boycott Israel" during the term of the Agreement as required by Section 2270.002 of the Code and as such term is defined in Section 808.001 of the Code; (ii) do not and will not "boycott energy companies" during the term of the Agreement as required by Section 2274 (as added by Senate Bill 13 in the 87th Texas Legislative Session) of the Code, as amended, as such term is defined in Section 809.001 of the Code; and (iii) do not have a practice, policy, guidance, or directive that "discriminates against a firearm entity or firearm trade association" and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association as required by Section 2274 (as added by Senate Bill 19 in the 87th Texas Legislative Session) of the Code, as amended, and as such term is defined in Section 2274.001(3) of the Code.

25. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Lessee relative to Non-Appropriation set forth in the Lease are subject to any limitations imposed by applicable law. To the extent Lessor's remedies for a Lessee default under the Lease include any right to accelerate amounts to become due under the Lease, such acceleration shall be limited to amounts to become due during Lessee's then current fiscal period.

26. MISCELLANEOUS. Each Lease, together with this Lease Agreement, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Lease Agreement incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment. The captions or heading in this Lease Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Lease Agreement and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law. Lessee and Lessor both intend that this Lease Agreement and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of both parties using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and

Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

27. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

[Signature page follows]

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE AGREEMENT AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS LEASE AGREEMENT OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE AGREEMENT OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: WELLS FARGO VENDOR FINANCIAL
SERVICES, LLC

LESSEE: TOWN OF WESTLAKE
2600 J T Ottinger Rd.
Westlake, TX 76262-8012

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

TITLE: _____ TITLE: _____

FED TAX ID#: _____

EXHIBIT A

Schedule No. 002 to Lease Purchase Agreement # 450-7994319 Dated _____

This Schedule No. 002 ("Schedule") is entered into pursuant to that certain Lease Purchase Agreement identified by # 450-7994319 dated _____, ("Lease Agreement"), and is effective as of _____, 20____. All of the terms and conditions of the Lease Agreement, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Lease Agreement.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$788,541.50 as such equipment is more particularly described in invoices presented to Wells Fargo Vendor Financial Services, LLC, as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 2600 J T OTTINGER RD. WESTLAKE, TX 76262-8012	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Commencement	7/1/2025				\$788,541.45
1	7/1/2025	\$262,847.15	\$0.00	\$262,847.15	\$525,694.30
2	7/1/2026	\$262,847.15	\$0.00	\$262,847.15	\$262,847.15
3	7/1/2027	\$262,847.15	\$0.00	\$262,847.15	\$0.00
Totals		\$788,541.45	\$0.00	\$788,541.45	
Promotional Interest Rate:					
0.00%					

The interest rate for this Lease based on the Issue Price (the "Yield" for federal income tax purpose) is 7.59% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

Notwithstanding anything to the contrary in the Lease Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.

IMPORTANT: Read before signing. The terms of the Lease Agreement should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Lease Agreement or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Lease Agreement and this Lease.

LESSOR: **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC**

SIGNATURE: _____
NAME / TITLE: _____
DATE: _____

LESSEE: **TOWN OF WESTLAKE**

SIGNATURE: _____
NAME / TITLE: _____
DATE: _____ FED TAX ID #: _____
ADDRESS: **2600 J T OTTINGER RD
WESTLAKE, TX 76262-8012**

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 002, dated _____, 20____, (the "Schedule") to Lease Purchase Agreement # 450-7994319 Agreement, dated as of _____, between Apple Inc., as Lessor, and TOWN OF WESTLAKE, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Lease Purchase Agreement referenced above.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Lease Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Lease Agreement) under any Lease exists at the date hereof.

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **TOWN OF WESTLAKE
DBA WESTLAKE ACADEMY**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

**PLEASE RETURN PAYMENT REQUEST TO:
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC.
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

EXHIBIT C

INCUMBENCY CERTIFICATE

LEASE PURCHASE AGREEMENT # 450-7994319 dated _____

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Lease Agreement and each Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Lease Agreement and each applicable Schedule are genuine.

LESSEE: **TOWN OF WESTLAKE DBA WESTLAKE ACADEMY**

Signature: _____

Printed Name/Title: _____

Date: _____

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER
OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY,
BOARD MEMBER OR SUPERINTENDENT.)**

CONTACT INFORMATION

Pursuant to the Lease Purchase Agreement # **450-7994319** dated _____, (the "Lease Agreement"), Schedule No. **002** ("Schedule"), between **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC** (the "Lessor") and **TOWN OF WESTLAKE** (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease Agreement and Schedule.

INVOICE MAILING ADDRESS:

SHIP TO ADDRESS:

EARLIEST DATE THE DELIVERY CAN BE ACCEPTED:

Mail invoices to the attention of:

Phone: _____

Cell: _____

Email: _____

Digital Product Contact:

Phone: _____

Cell: _____

Email: _____

Primary Contact:

Phone: _____

Cell: _____

Email: _____

Summer – Primary Contact:

Phone: _____

Cell: _____

Email: _____

Secondary Contact:

Phone: _____

Cell: _____

Email: _____

Summer – Secondary Contact:

Phone: _____

Cell: _____

Email: _____

Product Delivery Contact:

Phone: _____

Cell: _____

Email: _____

Product Delivery – Second Contact:

Phone: _____

Cell: _____

Email: _____

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

- 2) Property Damage & Loss Coverage –

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC and its Assigns** named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

**WELLS FARGO VENDOR FINANCIAL SERVICES, LLC and its assigns
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Lease Agreement, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT E

INVOICE

Remit Payment To:
Well Fargo Vendor Financial Services, LLC
Attn: Contracts
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
450-7994319-002		1-800-535-1680	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV450-7994319-002	May 15, 2025	7/1/25	\$262,847.15

SOLD TO:

TOWN OF WESTLAKE DBA WESTLAKE ACADEMY
2600 J T OTTINGER RD
WESTLAKE, TX 76262-8012

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
450-7994319-002	7/1/25	Advanced Lease Payment	\$262,847.15

*****Please return your payment with this invoice. Your payment is due at the time of lease commencement.*****

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a ☐	
b If bonds are BANs, check only box 19b ☐	
20 If bonds are in the form of a lease or installment sale, check box ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ▶ _____		d Enter the name of the issuer of the master pool bond ▶ _____
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐		
41a If the issuer has identified a hedge, check here ☐ and enter the following information:		
b Name of hedge provider ▶ _____	c Type of hedge ▶ _____	d Term of hedge ▶ _____
42 If the issuer has superintegrated the hedge, check box ☐		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐		
45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above



Signature of issuer's authorized representative

Date



Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Form **8038-G** (Rev. 10-2021)



Apple Inc. Education Price Quote

Customer: Jason Power WESTLAKE ACADEMY Phone: Email: 	Apple Inc: Morgan Cruz Email: 	Apple Quote: Quote Date: May 08, 2025 Quote Valid Until: June 05, 2025
---	--	--

Quote Comments:

Item #	Details	Qty	Unit List Price	Extended List Price
1	13-inch MacBook Air: Apple M4 chip with 10-core CPU and 8-core GPU, 16GB, 256GB SSD – Silver (Packaged in a 5-pack) Part Number: MW173LL/A Configuration: 065-CH5Q : Apple M4 chip with 10-core CPU, 8-core GPU, 16-core Neural Engine 065-CH5V : 16GB unified memory 065-CH5Y : 256GB SSD storage 065-CH63 : 30W USB-C Power Adapter 065-CH7C : 12MP Center Stage camera 065-CH7D : Two Thunderbolt 4 ports 065-CH7F : MagSafe 3 charging port 065-CH7G : 13.6-inch Liquid Retina display with True Tone 065-CH9N : None 065-CH98 : Backlit Magic Keyboard with Touch ID – US English 065-CH9K : Accessory Kit	130	\$879.00	\$114,270.00
2	3-Year AppleCare+ for Schools 13-inch MacBook Air (M3/M4) (no service fees) Part Number: SLTF2LL/A	130	\$159.00	\$20,670.00
3	iPad Wi-Fi 128GB-Silver (Packaged in a 10-pack), Logitech Rugged Combo 4 Touch Case, w/ 3YR AppleCare+ for Schools (no service fees) Part Number: BCU03LL/A iPad Wi-Fi 128GB – Silver (Packaged in a 10-pack) Part Number: MD6L4LL/A Quantity: 1110	111	\$4,829.50	\$536,074.50

3-Year AppleCare+ for Schools – iPad (no service fees)

Part Number: S7831LL/A

Quantity: 1110

Logitech Rugged Combo 4 Touch Case with Integrated Smart Connector Keyboard for iPad (A16) – Blue

Part Number: HQ6P2ZM/A

Quantity: 1110

4	Jamf School for macOS, iOS and tvOS Lifetime License – Per Unique Device (View License Agreement https://resources.jamf.com/documents/jamf-SLASA.pdf) Part Number: HL2M2LL/A	365	\$17.50	\$6,387.50
5	Jamf School for macOS, iOS and tvOS 1-Year Subscription License – Per Device, Per Year (View License Agreement https://resources.jamf.com/documents/jamf-SLASA.pdf) Part Number: HL2L2LL/A	3300	\$5.50	\$18,150.00
6	Jamf Connect (EDU) Subscription License – 1 Year (< 10K Licenses, View License Agreement https://resources.jamf.com/documents/jamf-SLASA.pdf) Part Number: HNGQ2LL/A	1050	\$5.00	\$5,250.00
7	Bretford CUBE Cart Mini AC 24 (USB-C Pre-Wired) Part Number: HRGD2LL/A	20	\$2,499.95	\$49,999.00
8	Logitech Crayon for iPad Part Number: HQ6R2ZM/A	150	\$49.95	\$7,492.50
9	13-inch iPad Air Wi-Fi 128GB – Space Gray Part Number: MCNH4LL/A	1	\$749.00	\$749.00
10	3-Year AppleCare+ for Schools iPad Air 13-inch (M2/M3) Part Number: SMFN2LL/A	1	\$99.00	\$99.00
11	Logitech Combo Touch Keyboard Case for iPad Air 13-inch (M2) Part Number: HRH22ZM/A	1	\$229.95	\$229.95
12	APS IPAD PACKAGE2 DEPLOY SERVICES-USA Part Number: DA3G2LL/A	1110	\$18.00	\$19,980.00
13	APS MB DEPLOY SVC W/ DEPLOYASSIST-USA Part Number: D9284LL/A	130	\$21.00	\$2,730.00

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Apple Quote ID: [REDACTED]

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Date of last revision – December 8th, 2022

14	APS SERIAL NUMBER ASSET TAG-USA Part Number: DD9V2LL/A	130	\$7.00	\$910.00
15	APS SERIAL NUMBER ASSET TAG-USA Part Number: DD9V2LL/A	1110	\$5.00	\$5,550.00

Education List Price Total	\$788,541.45
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Additional Tax	\$0.00
----------------	--------

Estimated Tax	\$0.00
---------------	--------

Total Tax	\$0.00
-----------	--------

Extended Total Price*	\$788,541.45
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**In most cases Extended Total Price does not include Sales Tax*

**If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary*

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Apple Quote ID: XXXXXXXXXX

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Page 3 of 4



Town of Westlake

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

Staff Report

File #: WA RES 25-14

Agenda Date: 5/20/2025

Agenda #: H.9.

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act to approve WA Resolution 25-14, authorizing the Head of School to enter into a 3-year lease agreement with CSI Leasing for the acquisition of hardware to support the Westlake Academy One-to-One technology device initiative (Jason Power, Director of Information Technology)

STAFF: Jason Power, Director of Information Technology

BACKGROUND:

The Westlake Academy One-to-One technology device initiative began in the 2013-2014 school year in grades 4-6, with a purchase of 170 Apple iPad mini tablets for students and faculty. In the 2014-2015 school year, we procured an additional 640 Apple iPad mini tablets, network hardware, software, and equipment management resources to extend the program to all students in Grades 1 through 12. In 2016, the iPad Minis were replaced with 1,020 iPad Air 2 tablets and new laptops were purchased for Westlake Academy Staff. In 2019, 1,050 iPad 6th generation tablets with keyboard cases and 125 MacBook Air laptops were leased for staff. In 2022, the Academy leased 1,100 iPad 9th generation tablets with keyboard cases, 125 MacBook Air laptops, and 75 Apple TVs for classroom use and digital signage.

This current lease ends on June 30, 2025. At that time, all leased hardware must either be returned to CSI Leasing, purchased outright, or renegotiated into a new lease at a reduced cost.

Apple laptops purchased in 2016 and 2019 have since been repurposed for student use in mobile computer carts. These devices are now 6 to 10 years old and are no longer reliable due to the lack of replacement parts and the end of software and security update support.

DISCUSSION:

Staff recommend retaining the 125 MacBook Air laptops from the 2022 lease, as they would serve as excellent replacements for the aging devices currently used in student carts. The same model is still sold by Apple and should continue receiving software and security updates for several more years.

Similarly, the 75 Apple TVs from the 2022 lease remain fully functional. Replacing them would add approximately \$11,175 to a new lease. Therefore, staff recommend retaining these devices as well.

In April 2025, staff contacted CSI Leasing to explore options for buying out or renewing the lease at a lower

cost for the MacBook Air laptops and Apple TVs. CSI Leasing provided two options:

- Buyout Cost: \$51,294.38 for all 125 MacBook Airs and 75 Apple TVs
- 3-Year Lease Option: \$1,547.30/month, totaling \$55,702.80 over three years

Staff recommend selecting the 3-year lease option.

FISCAL IMPACT:

Fiscal Impact is \$1,547.30/month 3 years; \$55,702.80 total over 3 years.

STAFF RECOMMENDATION:

Staff recommends approval of WA Resolution 25-14 as presented.

ATTACHMENTS:

WA Res 25-14

CSI Leasing proposal

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

WA RESOLUTION NO. 25-14

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES, AUTHORIZING THE HEAD OF SCHOOL TO ENTER INTO A LEASE AGREEMENT WITH CSI LEASING, INC., FOR THE PURCHASE OF TECHNOLOGY AT WESTLAKE ACADEMY FOR A ONE-TO-ONE DEVICE INITIATIVE

WHEREAS, Staff have assessed current technology needs and identified a three-year technology lease supportive of the one-to-one device initiative at Westlake Academy for faculty and students in Grades K-12; and,

WHEREAS, this lease would allow the immediate procurement of needed technology resources to support the educational initiatives at Westlake Academy; and,

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

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

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

SECTION 2: 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 3: That, the Board of Trustees of Westlake Academy, hereby approves and authorizes the Head of School to enter into a lease agreement with CSI Leasing, Inc.

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

PASSED AND APPROVED ON THIS 20th DAY OF May 2025.

ATTEST:

Kim Greaves, President

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

Lease Proposal for Westlake Academy

Prepared by:	Chris Black
Date:	05/02/2025
Lease program:	36 Month Lease Extension
Equipment description:	Apple TVs & MacBooks
Estimated hardware cost:	\$51,294.38
Lease term:	36 mos
Term Start Date:	7/1/2025
Value-added services:	- Ability to consolidate multiple brands on one schedule - Unlimited customer users for our online asset tool, MyCSISM - Custom invoices to help you track assets and costs internally - Data sanitization according to the National Institute of Standards and Technology, with proof of sanitization - All end-of-life IT assets are disposed according to local environmental laws - Includes Personal Property Taxes
Lease Pmt:	<u>36 mos</u> \$1,547.30
No fees:	CSI will not charge administrative fees, end of lease fees or deposits.
Payments:	Monthly in advance.
Daily rent:	Current Rent will continue to be charged until 06/30/2028.
End of lease options:	Extend, restructure, buy out or return on an asset level. All buy out and extension pricing is based on fair market value.
Valid through:	This proposal is valid for 14 days from date of proposal.
Contingencies:	This proposal is contingent upon final credit approval by CSI.
Rate protection:	The lease rates specified in this proposal are based on the like-term SOFR Interest Rate Swap (the "SWAP Yield") as of the date of this proposal. The lease rates are subject to a one-time increase based on the SWAP Yield in effect at the start of the lease term.

The information contained within this proposal is confidential and proprietary and is for information and evaluation purposes only. This proposal is not to be disclosed to any parties other than the company named above (the "Customer"), its employees, officers or directors with a need to know the information contained herein, unless CSI otherwise agrees in writing. Unless and until a written contract has been duly executed, neither Customer nor CSI Leasing, Inc. will have any obligation to the other with respect to any proposed transaction, with respect to the procedures employed in connection therewith, or with respect to any representations made by either party. The terms and conditions contained within a final signed contract between Customer and CSI Leasing will supersede those within this document.



Town of Westlake

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

Staff Report

File #: WA 25-124
H.10.

Agenda Date: 5/20/2025

Agenda #:

ACADEMY STAFF REPORT RECOMMENDATIONS

Discuss, review and acknowledge receipt of the Intruder Detection Audit Report submitted by the Texas School Safety Center and approve related corrective actions to enhance safety and security measures at Westlake Academy (Head of School Dr. Kelly Ritchie)

STAFF: Dr. Kelly Ritchie, Head of School

NOTE: Related Item Executive Session I.1.

BACKGROUND:

The top priority of Westlake Academy and the State of Texas is keeping students and staff safe every day. The Texas School Safety Center recently conducted an Intruder Detection Audit at the Westlake Academy campus. The audit tests whether a campus is accessible to an unauthorized individual. This audit, conducted as part of Governor Abbott's school safety directives for all school systems following the tragedy in Uvalde, seeks to help districts identify how campuses can improve safety for students, such as ensuring exterior doors are locked. The audit provides us with an opportunity to create a safer learning environment for our students and staff.

We are working to ensure that we are training all our staff and securing our doors for the protection of everyone on campus. The support from the state in conducting the Intruder Detection Audits is just one of the many actions we are taking to ensure our school is safe. We know that this work does not end, and we appreciate the Board's support.

We acknowledge that parents and community members are likely very interested in the details of the audit results; however, it is in the best interest of the students that we do not share this information to the broader public as it could lead to compromising important campus security information. Specific details of the Intruder Detection Audit will be discussed in the executive session. Westlake Academy is committed to providing a safe and secure learning environment for our students and staff.



Town of Westlake

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

Staff Report

File #: 25-128

Agenda Date: 5/20/2025

Agenda #: I.1.

ACADEMY STAFF REPORT RECOMMENDATION

Section 551.076 Deliberation Regarding Security Devices or Security Audits Related to Summary of Findings of an Intruder Detection Audit for Westlake Academy

STAFF: Dr. Kelly Ritchie, Head of School

NOTE: EXECUTIVE SESSION ITEM: I.1. Action Item H.10.



Town of Westlake

Staff Report

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

File #: 25-114

Agenda Date: 5/20/2025

Agenda #: 1.2.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake



Town of Westlake

Staff Report

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

File #: 25-131

Agenda Date: 5/20/2025

Agenda #: 1.3.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Attendance Policy and Admissions Policy.