



Town of Westlake

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



Town Council/Board of Trustees Agenda - Final

Monday, October 7, 2024

4:00 PM

Council Chamber

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, anyone wishing to address Town Council must submit a speaker request form to the Town Secretary prior to the start of the meeting.

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

B. INVOCATION AND PLEDGES OF ALLEGIANCE

C. CEREMONIAL ITEM

- C.1. [24-310](#)** Administer the Oath of Office to the newly appointed Council Member Place 2 Michael Yackira (Mayor Kim Greaves)

D. CITIZEN/PARENT COMMENTS

This is an opportunity for citizens to address the Town Council or Board of Trustees on any matter, whether or not it is posted on the agenda. Any resident 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 and 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 and 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.

E. ITEMS OF COMMUNITY INTEREST

- E.1. [24-320](#)** Items of Community Interest (Communications Director Jon Sasser)

F. CONSENT AGENDA

All items listed below are considered routine by the Town Council and/or Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a

Council/Board Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

- F.1. [24-314](#)** Consider and act to approve the Town Council/Board of Trustees Minutes for the September 16, 2024 Regular Meeting (Dianna Buchanan, Town Secretary)
- F.2. [WA RES 24-34](#)** Consider and act regarding WA Resolution 24-34 to approve a contract with Dickson Educational Services for a Public Education Information Management System (PEIMS) and PowerSchool support for the 2024-2025 and 2025-2026 school years (Darcy McFarlane, Accountability Director)

G. ORDINANCE

- G.1. [ORD-1009](#)** Discuss, consider and act regarding adoption of Ordinance 1009 Delegating Temporary Plat Approval Authority and Extension Approval Authority Pursuant to the Provisions in Chapter 212 of The Texas Local Government Code, as Amended, and Chapter 82 of the Town of Westlake Code of Ordinances, as Amended, to the Town Planner (Jason Alexander, AICP, CECD, Deputy Town Manager)

H. EXECUTIVE SESSION

The Town Council/Board of Trustees reserves the right to adjourn into Executive Session during the course of the meeting to seek legal advice from its attorney regarding any agenda item listed herein as authorized by Section 551.071 of the Local Government Code.

Additionally, pursuant to the provision of Chapter 551 of the Texas Government Code, the Town Council/Board of Trustees may adjourn into Executive Session, in accordance with the authority contained in:

- H.1. [24-324](#)** Section 551.087: Deliberation regarding Economic Development Negotiations to deliberate the offer of a financial or other incentive to a business prospect.

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

J. FUTURE AGENDA ITEMS

K. STAFF RECAP OF COUNCIL DIRECTION

L. ADJOURNMENT

TOWN COUNCIL SOCIAL SESSION

Immediately following the Regular Meeting on October 7, 2024, the Westlake Town Council/Board of Trustees will host a Town Council Social in the neighboring Terra Lounge, 1500 Solana Blvd, Bldg 7, Westlake, Texas 76262, providing an opportunity for constituents to interact with Town Council members.

CERTIFICATION

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

Staff Report

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

File #: 24-310

Agenda Date: 10/7/2024

Agenda #: C.1.

TOWN STAFF REPORT RECOMMENDATIONS

Administer the Oath of Office to the newly appointed Council Member Place 2 Michael Yackira (Mayor Kim Greaves)

STAFF: Mayor Kim Greaves

BACKGROUND:

Each newly appointed Council Member will be administered the Oath of Office prior to taking a seat at the Council dais.



Town of Westlake

1500 Solana Blvd
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Staff Report

File #: 24-320

Agenda Date: 10/7/2024

Agenda #: E.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:

Planning & Zoning Meeting, Tuesday, October 8, 2024; 5 pm
1500 Solana Blvd, Westlake

Concert Series #1, Wednesday October 9, 2024; 5:30-7:30 pm
1500 Solana Blvd, Westlake
Hazard County plays top 40 and today's country hits

Monster Mash/Trunk or Treat, Saturday, October 19, 2024; 5-8 pm
Westlake Academy Campus

Town Council Meeting, Monday, October 21, 2024; 4 pm
1500 Solana Blvd, Westlake

Concert Series #2, Wednesday October 23, 2024; 5:30-7:30 pm
1500 Solana Blvd, Westlake
Taylor Swift cover band

Planning & Zoning Meeting, Tuesday, October 29, 2024; 5 pm
1500 Solana Blvd, Westlake

ADDITIONAL ITEMS:

- Strategic Planning sessions recap
- Surveys sent out to residents, parents, staff, stakeholders, developers, corporate partners

- Fall Clean up recap
- Council Social Hour tonight in the Terra Lounge



Town of Westlake

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

Staff Report

File #: 24-314

Agenda Date: 10/7/2024

Agenda #: F.1.

TOWN STAFF REPORT RECOMMENDATIONS

Consider and act to approve the Town Council/Board of Trustees Minutes for the September 16, 2024 Regular Meeting (Dianna Buchanan, Town Secretary)

STAFF: Town Secretary Dianna Buchanan

BACKGROUND:

The Town Council Board of Trustees Minutes from the September 16, 2024 Regular Meeting 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.

ATTACHMENTS:

09.16.2024 TC/BOT Regular 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

Monday, September 16, 2024

4:00 PM

Council Chamber

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

Mayor Greaves called the meeting to order at 4:00 pm and announced a quorum present.

PRESENT:

Mayor Kim Greaves
Mayor Pro Tem Tammy Reeves
Council Member Anna White
Council Member Todd Gautier
Council Member Mike Asselta (via video conference)

STAFF PRESENT:

Town Manager Wade Carroll	Head of School Dr. Kelly Ritchie
Deputy Town Manager Jason Alexander	High School Principal Dr. James Owen
Communications Director Jon Sasser	Middle School Principal Maxwell Ituah
Town Attorney Stan Lowry	School Attorney Janet Bubert
Fire Chief John Ard	PYP Principal Beth Hughes
Town Secretary Dianna Buchanan	Public Works Director Cheryl Taylor
Human Resources Director Sandy Garza	IT Director Jason Power
Academic Finance Manager Marlene Rutledge	Finance Director Cayce Lay Lamas Asst.
Public Works Director Kyle Flanagan	Muni Finance Manager Katrina Jackson
WA Innovation & Dev. Director Michelle Briggs	Comm. Specialist Alexa Guadian

B. INVOCATION AND PLEDGES OF ALLEGIANCE

Pastor Bill Eason, United Methodist Fellowship, Trophy Club, provided the invocation. Mayor Greaves and Westlake Academy Head of School Dr. Kelly Ritchie introduced Westlake Academy students James Mueller (4th grade) and Joshua Mueller (2nd grade), to assist with leading the pledges to the U.S. Flag and the Texas Flag.

C. BOARDS AND COMMISSIONS

C.1. Consider and act to approve Resolution 24-65 Making an appointment to Council Member Place 2 to serve until the next Municipal Election

Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to approve Resolution 24-65 Appointing Michael Yackira to Council Member Place 2 to serve until the next Municipal Election (May 3, 2025). Mayor Greaves called for the vote.

MOTION TO APPROVE RESOLUTION 24-65 APPOINTING MICHAEL YACKIRA TO COUNCIL MEMBER PLACE 2 APPROVED UNANIMOUSLY.

D. PROCLAMATION

Proclaiming September as Prostate Cancer Awareness Month (Mayor Kim Greaves)

Mayor Greaves proclaimed September 2024 as Prostate Cancer Awareness Month and Derek Miles, CourMed, accepted the proclamation.

E. CITIZEN/PARENT COMMENTS

There was no one to speak at this time.

F. ITEMS OF COMMUNITY INTEREST

Items of Community Interest (Communications Director Jon Sasser)

Communications Director Jon Sasser provided an overview of upcoming events and items of community interest.

G. PRESENTATIONS**G.1.** Westlake Academy IB Viewbook Presentation (Michelle Briggs, Westlake Academy Director of Innovation and Development)

Presentation by Michelle Briggs, Westlake Academy Director of Innovation and Development of the first draft of the WA 2024-2025 Viewbook.

G.2. 2024 Westlake Academy Student Performance on STAAR and EOC Assessments and discussion (Mrs. Beth Hughes, PYP Principal, Mr. Maxwell Ituah, Middle School Principal and Dr. James Owen, High School Principal)

Westlake Academy staff Mrs. Beth Hughes, PYP Principal; I Mr. Maxwell Ituah, Middle School Principal; and Dr. James Owen, High School Principal presented 2024 Westlake Academy Student Performance statistics on STAAR and EOC Assessments.

H. CONSENT AGENDA**H.1.** Consider and act to approve the Town Council/Board of Trustees Minutes for the September 3, 2024 Regular Meeting (Dianna Buchanan, Town Secretary)**H.2.** Consider and act to approve WA Resolution 24-32 Approving the Shared Services Arrangement Agreement for the Regional Day School for the Deaf (Dr. Kelly Ritchie, Head of School)**H.3.** Consider and act to approve WA Resolution 24-33 approving the purchase and installation of a mass notification system for emergency communications (including silent "panic buttons") for Westlake Academy utilizing security systems grants from the State of Texas and Westlake Academy funds in an amount not to exceed \$100,000 (Town Manager Wade Carroll and IT Director Jason Power)**H.4.** Consider and act to approve Resolution 24-67 appointing representatives for the Town of Westlake as the Voting Member and Alternate for the City of Fort Worth Water and/or Wastewater System Advisory Committee for October 1, 2024 thru September 30, 2025 (Cheryl Taylor, P.E., Director of Public Works)

Motion by Council Member White 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 BY ALL PRESENT

I. PUBLIC HEARINGS AND ASSOCIATED ACTION ITEMS

- I.1.** Hold public hearing, discuss, consider and act to adopt Ordinance 1005 approving the Annual Operating & Capital Budget for Fiscal Year 2024-2025 (Finance Director Cayce Lay Lamas)

Finance Director Cayce Lay Lamas presented an overview of the FY 2024-2025 Annual Operating & Capital Budget. Mayor Greaves opened the public hearing and asked if there was anyone to speak for or against the item. There was no one to speak and Mayor Greaves closed the public hearing. Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to adopt Ordinance 1005 as presented. Mayor Greaves called for the vote.

MOTION TO ADOPT ORDINANCE 1005 APPROVING THE FY 2024-2025 ANNUAL OPERATING & CAPITAL BUDGET APPROVED UNANIMOUSLY.

- I.2.** Hold public hearing, discuss, consider and act to adopt Ordinance 1006 to Levy an Ad Valorem Rate for the Tax Year 2024 (Finance Director Cayce Lay Lamas)

Finance Director Cayce Lay Lamas presented the item and advised that the proposed ad valorem rate for FY 2024 is \$0.16788 per \$100 of valuation which is the same as the current rate. Mayor Greaves opened the public hearing and asked if there was anyone to speak for or against the item. There was no one to speak and Mayor Greaves closed the public hearing. Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to adopt Ordinance 1006 as presented. Mayor Greaves called for the vote. **MOTION TO ADOPT ORDINANCE 1006 APPROVING \$0.16788 PER \$100 VALUATION AS THE AD VALOREM RATE FOR THE TAX YEAR 2024. MOTION APPROVED UNANIMOUSLY.**

- I.3.** Hold public hearing, discuss, consider and act regarding Resolution 24-69 approving the Final Plat of the Villaggio Addition (Jason Alexander, AICP, CEcD, Deputy Town Manager)

Deputy Town Manager Jason Alexander, AICP, CEcD, presented the item. The proposed final plat will develop the 37.51 acre tract of land into 17 single-family lots of one acre or greater in size and two common area lots. Staff recommends approval of the Final Plat. The Planning and Zoning Commission considered the request at the September 10, 2024 regular meeting and recommended Town Council approval unanimously. Mayor Greaves opened the public hearing and asked if there was anyone to speak for or against the item. There was no one and Mayor Greaves closed the public hearing. Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to approve Resolution 24-69 as presented. Mayor Greaves called for the vote. **MOTION TO APPROVE RESOLUTION 24-69 APPROVING THE FINAL PLAT OF THE VILLAGGIO ADDITION APPROVED UNANIMOUSLY.**

- I.4.** (CONTINUED FROM 8/19/2024) Hold public hearing, discuss, consider and act to adopt Ordinance 1002 approving amendments to Ordinances 928 and 939, as amended, regulating PD7 Zoning District, known as "Westlake Ranch", for an approximate three-acre portion of land platted as Aspen Estates, Tarrant County, Texas. The property is generally located east of Pearson Lane and South of Aspen Lane.

Mayor Greaves announced that No Action would be taken on this item as the applicant's latest request was considered a new item and is next on this agenda.

- I.5.** Hold public hearing, discuss, consider and act to adopt Ordinance 1008 approving proposed amendments to Ordinances 928 and 939, as amended, regulating PD7 Zoning District, known as "Westlake Ranch", for an approximate three-acre portion of land platted as Aspen Estates, Tarrant County, Texas. The property is generally located east of Pearson Lane and South of Aspen Lane. (Jason Alexander, AICP, CECD, Deputy Town Manager)

Deputy Town Manager Jason Alexander, AICP, CECD, presented the item and advised that the request is to amend the development plan for a 3-acre portion of the PD7 zoning district. The property currently is platted for 3 single-family lots and this revised request proposes one residential lot. Staff recommends approval of the proposed PD with the following conditions:

1. All conditions and provisions of Ordinance 939 shall be applicable to the proposed development, except as specifically amended and noted herein.
 - a. A preliminary site evaluation shall not be required for the proposed development.
 - b. Satisfy the landscaping and tree survey requirements in Ordinance 928.
2. Revised civil engineering plans will be required for the redesign of the infrastructure.
3. A Replat will be required prior to a building permit being issued.

The Planning and Zoning Commission considered the item at their September 10, 2024 meeting and unanimously recommended Town Council approval of the request, with the conditions as noted above. Mayor Greaves opened the public hearing and asked if there was anyone to speak for or against the item. There was no one to speak and Mayor Greaves closed the public hearing. Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to adopt Ordinance 1008 as presented. Mayor Greaves called for the vote.

MOTION TO ADOPT ORDINANCE 1008 WITH CONDITIONS APPROVING PROPOSED AMENDMENTS AS PRESENTED TO ORDINANCE 928 AND 939, AS AMENDED, REGULATING PD7 ZONING DISTRICT, KNOWN AS "WESTLAKE RANCH", FOR AN APPROXIMATE THREE-ACRE PORTION OF LAND PLATTED AS ASPEN ESTATES APPROVED UNANIMOUSLY.

J. ORDINANCE, RESOLUTION, AND ACTION ITEMS

- J.1.** Discuss, consider and act regarding adoption of Ordinance 1004 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2024 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the Negotiated Settlement; finding the rates to be set by the attached Settlement Tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the Company to reimburse ACSC's Reasonable Ratemaking Expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective ate; and requiring delivery of this Ordinance to the Company and the ACSC's Legal Counsel.

Town Manager Wade Carroll presented the item. The Town belongs to the Atmos Cities Steering Committee along with 181 other cities. The proposed ordinance is a negotiated settlement with Atmos Energy Corp., Mid-Tex Division (Company) subsequent to a request by

Atmos Mid-Tex for a rate increase, and review of same under the Rate Review Mechanism. The resulting increased rates are effective October 1, 2024. The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis or 6.84%. The increase for average commercial usage will be \$13.39 on a monthly basis or 3.44%. Motion by Council Member White and Motion Second by Mayor Pro Tem Reeves to adopt Ordinance 1004 approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2024 Rate Review Mechanism Filing as presented. Mayor Greaves called for the vote.

MOTION TO ADOPT ORDINANCE 1004 AS PRESENTED APPROVED UNANIMOUSLY.

- J.2.** Discuss, consider and act regarding Resolution 24-66 approving FY25 Financial Policies (Finance Director Cayce Lay Lamas)

Finance Director Cayce Lay Lamas reviewed the proposed changes with the only substantial change being the adjustment of the Town Manager's spending authority to be in line with Texas Local Government Code thresholds in the Purchasing Authority and Contract Authority policies. Motion by Council Member White and Motion Second by Mayor Pro Tem Tammy Reeves to approve Resolution 24-66 as presented. Mayor Greaves called for the Vote.

MOTION TO APPROVE RESOLUTION 24-66 APPROVING THE FY25 FINANCIAL POLICIES AS PRESENTED APPROVED UNANIMOUSLY.

- J.3.** Consider and act to excuse Mayor and Council absence(s), if any.

No action taken.

K. EXECUTIVE SESSION

- K.1.** Section 551.074 (a) (1) Deliberation regarding Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee for Town of Westlake and Westlake Academy Staffing Levels

- K.2.** Section 551.071(2) Consultation with attorney to seek advice of counsel regarding employee grievances related to position of athletic director

Mayor Greaves called the items to be considered in Executive Session as shown on the agenda and then recessed the Regular Meeting to Executive Session at 5:15 pm.

Mayor Greaves reconvened the Regular Meeting from Executive Session at 5:55 p.m.

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

No action was taken as a result of Executive Session.

M. FUTURE AGENDA ITEMS

Town Manager Wade Carroll noted that there are three items remaining from the original list and all are related to the academy.

N. STAFF RECAP OF COUNCIL DIRECTION

Town Manager Wade Carroll provided overview.

O. ADJOURNMENT

Mayor Greaves adjourned the meeting at 5:57 p.m.

TOWN COUNCIL SOCIAL SESSION

Town Council Social Session was held immediately after the Regular Meeting.

Kim Greaves, Mayor**ATTEST:**

Town Secretary Dianna Buchanan



Town of Westlake

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

Staff Report

File #: WA RES 24-34

Agenda Date: 10/7/2024

Agenda #: F.2.

ACADEMY STAFF REPORT RECOMMENDATIONS

Consider and act regarding WA Resolution 24-34 to approve a contract with Dickson Educational Services for a Public Education Information Management System (PEIMS) and PowerSchool support for the 2024-2025 and 2025-2026 school years (Darcy McFarlane, Accountability Director)

STAFF: Darcy McFarlane, Accountability Director, Westlake Academy

BACKGROUND:

The Texas Education Agency (TEA) is implementing ED FI, a new state reporting system. Both ISDs and Charter Schools across the state are experiencing major difficulties meeting the requirements in reporting critical student, HR and financial data that drives all school funding. Due to the level of state expertise and training required to meet TEA demands and to implement this new reporting system, the Academy needs state experts in PEIMS reporting and PowerSchool support.

Dickson Educational Services, based in Haslet, Texas is certified in Texas State student reporting and is a Texas Public Charter School Association partner and trainer. The proposed contract with Dickson ES includes both PEIMS and PowerSchool Administration Support and will replace the current PowerSchool Administrator.

DISCUSSION:

In addition to the necessary support to meet new state reporting requirements, the contract with Dickson ES will allow school staff to concentrate on creating a much-needed organizational structure (implementation of processes and procedures) that have been missing over the past twenty years. Creating these processes and procedures will result in a more efficient central office model for Westlake Academy.

FISCAL IMPACT:

The fiscal impact will be a \$3,800 savings in the 2024-2025 budget and an estimated \$11,000 savings in the 2025-2026 budget

STAFF RECOMMENDATION:

Staff recommends approval as presented of the contract with Dickson Educational Services

ATTACHMENT(S):

WA RES 24-34, Dickson Proposal and Dickson Agreement for 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

RESOLUTION NO. 24-34

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING THE AGREEMENT WITH DICKSON EDUCATIONAL SERVICES, INC. FOR PEIMS PLUS+ BACK OFFICE AND POWERSCHOOL ADMINISTRATION SUPPORT FOR THE 2024-2025 AND 2025-2026 SCHOOL YEARS.

WHEREAS, Westlake Academy recognizes the need for TEA expertise to meet the new state ED FI reporting requirements; and,

WHEREAS, the leaders of Westlake Academy desire to improve the organizational structure of the central office of 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: That the Board of Trustees of Westlake Academy does hereby approve the agreement with Dickson Educational Services, Inc. for PEIMS and PowerSchool support not to exceed \$117,755, attached hereto as ***Exhibit “A”***; and further authorize the Head of School or designee to execute this agreement.

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 7TH DAY OF OCTOBER 2024.

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritchie, Superintendent

APPROVED AS TO FORM:

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

PROPOSAL TO MOVE FROM FULL TIME POWER SCHOOL ADMINISTRATOR TO CONTRACT WITH DICKSON EDUCATIONAL SERVICES FOR PEIMS AND POWER SCHOOL SUPPORT

PURPOSE

The purpose for this proposal is to create a structure that increases the efficiency of the Accountability Office, better aligns the back office with the needs of the school, and provides increased support to the administrators, counselors, teachers, SPED dept. and students. In addition, the goal is to better use PowerSchool to the full extent of its capabilities and ultimately create a system of student data and record management that continues to improve our ability to meet the ever-increasing demands of the TEA student reporting and record keeping requirements.

GOALS AND OBJECTIVES

- 1) Increase the productivity of our PowerSchool administration and support team
- 2) Prepare PowerSchool for the new TEA reporting system requirements
- 3) Increase the accuracy and efficiency of student coding for state reporting through agency of each school department; General population, SPED, 504, EB/BL, CTE, Grad plans, discipline, attendance, staff assignments and certifications, budget/revenue, Ed Org, CSW, student assessment scores
- 4) Increase the training, knowledge and use of PowerSchool for, and by administration
- 5) Develop systems and procedures for student record processing and storage that better meets state requirements and prepares Westlake Academy for student records and attendance audits (processes and procedures have not been developed over the past twenty years of the school's existence)
- 6) Improve all processes for student enrollment, on-boarding, scheduling and record storage and retention

OBSTACLES UNDER CURRENT STRUCTURE

- 1) Our current PowerSchool Administrator is not certified in TEA reporting and is not trained on the new state required ED FI reporting system. In addition, being located out-of-state prevents the administrator from obtaining certification through TEA sponsored trainings.
- 2) Onsite PowerSchool training for WA Administration and staff is not available due to travel costs required to bring in an out-of-state Administrator.
- 3) The Accountability Director's daily time is being used to assist the current PowerSchool Administrator which is taking time away from a major objective of creating processes and procedures to organize the needs of the department. This is an integral need for the success of the Academy, especially with the changes and continuing growth in the state reporting requirements. The lack of processes can no longer be ignored as TEA FI, the new reporting system requires certified, trained experts to ensure that our student information system is configured correctly to meet all state deadlines and avoid interruptions or loss of student funding.
- 4) The number of student, and staff reports required by TEA has grown significantly over the last several years, requiring an increase in training hours needed for PEIMS Directors and PEIMS Coordinators.
- 5) Required training to keep current on TEA reporting requirements is not attainable by staff due to the amount of time spent supporting PowerSchool and the day-to-day requirements of TEA reporting and student coding. (The amount of time spent working on our current Student Information System, PowerSchool, is approximately 15 - 25 hours per week vs 5-10 hours per week when we were using Ascender.)

RECOMMENDATION

Replace current PowerSchool Administrator with contract with [Dickson Educational Services](#) (see attached contract).

Dickson ES, based in Haslet, Texas is certified in all Texas State student reporting and is a Texas Public Charter School Association partner and trainer. They are a full service PEIMS and back office support for many schools, both ISDs and Charters, similar to Westlake Academy throughout Texas and come very highly recommended by other Charter schools who do not have a full central office structure like ISDs. The proposed contract with Dickson ES includes

PowerSchool Administration Support with a PowerSchool administrator who is familiar with Texas state reporting requirements, includes training and TEA audit support. Both Dickson ES and the PowerSchool Administrator have been highly recommended and both work closely with PowerSchool Corp, TEA and the Education Service Center to ensure compliance with all state reporting requirements.

BUDGET IMPACT

The proposed change will have an expected overall positive change to the Accountability Dept. budget.

2024-2025 Budget Impact

Dickson Contract Costs Year One

Dickson Contract (10/01/24 - 6/31/25)	\$47,655 (\$5,295/mo x 9 months)
ED-FI Evaluation and Setup	<u>\$ 1,700</u>
	\$49,355

Current PowerSchool administrator costs:	\$79,210
2024-2025 Total Cost for Dickson Contract:	<u>\$49,355</u>
	(\$29,855)

SIS Administrators Actual Earnings 2024-2025	\$26,000
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Expected Training Cost - 2024-2025	\$ 3,000
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Cancellation of current support contract with Dickson Services (Cancellation upon signing of new contract)	(\$ 3,000)
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2024-2025 Budget Impact	(\$ 3,855)
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2025-2026 Budget Impact (with projected 2% salary increase)

Current PowerSchool Administrator costs:	\$80,800
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Dickson Contract Costs Year Two

Dickson Contract (7/1/25 - 6/31/26)	\$68,400
Expected Training Costs - 2025-2026	<u>\$ 1,000</u>
Total	\$69,400

2025-2026 Budget Impact	(\$11,400)
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Combined Two Year Budget Impact	(\$15,255)
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Agreement to Provide Services

Dickson Educational Services, LLC
5796 E SH-114, #1C
Box 10
Haslet, TX 76052



Order Information

Date: 09/19/2024 Prepared By: J. GAVIN DICKSON
Terms: 30 Phone: 682-841-1183
Expiration: 10/19/2024 Email: JGDICKSON@JGDICKSON.COM

Contact Information

Name of LEA: WESTLAKE ACADEMY
Contact Name: DARCY MCFARLANE Contact Phone: 817-490-5765
Contact Email: DMCFARLANE@WESTLAKEACADEMY.COM

Bill to Name: MARLENE RUDLEDGE Billing Phone: 817-490-5757
Billing Address: 2600 J T OTTINGER ROAD
City/State/Zip: TOWN OF WESTLAKE, TX 76262
Bill to Email: FINANCE@WESTLAKETX.ORG

Purchase and Pricing Agreement

Product	Start Date	End Date	Price per Unit	Qty	Price
PEIMS PLUS+ BACK OFFICE (MULTIYEAR)	10/01/2024	06/31/2026	\$3,950.00	21.00	\$82,950.00
(SEE OUTLINE OF SERVICES)					
POWERSCHOOL ADMINISTRATION (ADD-ON)	10/01/2024	06/31/2025	\$1,345.00	9.00	\$12,060.00
POWERSCHOOL ADMINISTRATION (ADD-ON)	10/01/2025	06/31/2026	\$1,750.00	12.00	\$21,000.00
(SEE OUTLINE OF SERVICES)					
ED-FI EVALUATION AND SETUP	10/01/2024	06/31/2026	\$1,700.00	1.00	\$1,700.00
ADMINISTRATIVE FEE	10/01/2024	06/31/2026	\$1,700.00	23.00	\$39,100.00
ANNUAL AGREEMENT DISCOUNT	10/01/2024	06/31/2026	(\$1,700.00)	23.00	(\$39,100.00)
2024-2025 Total					\$49,355.00
2025-2026 Total					\$68,400.00

Purchase Options (Check the desired payment option)

☐ Purchase Order Number: _____
☐ Check will be mailed within fourteen days
☒ Requesting payment plan. (Reference Terms)
Details: \$6,995.00 DUE 11/01/2024, \$5,295.00 BEGINNING 12/01/2024, \$5,700.00 BEGINNING 08/01/2025

Agreement to Provide Services

Dickson Educational Services, LLC
5796 E SH-114, #1C
Box 10
Haslet, TX 76052



Terms and Conditions (Part 2)

- 1) **Purpose.** The purpose of this Agreement to Provide Services ("Agreement") is to establish the terms and conditions for the outlined products and services between:

SERVICE PROVIDER: DICKSON EDUCATIONAL SERVICES, LLC

and

LEA: WESTLAKE ACADEMY

- 2) **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. Facsimile or Electronic signatures shall have the same force and effect as an original.
- 3) **Payments.** Dickson Educational Services, LLC (the "Service Provider" or "Provider") will invoice upon receipt of this Agreement. The named LEA shall be responsible for all Fees as identified in this Agreement and agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice and no later than 30 days after the date of the invoice.
- 4) **Correspondence.** All correspondence and notices to the Provider related to this agreement shall be sent to:

Dickson Educational Services, LLC
PO Box 289
Rhome, Texas 76078
billing@jgdickson.com

- 5) **Payment Plan.** If an LEA selects "Payment Plan" under "Purchase Options," payments will be divided over the period of the agreement (the "Agreement Period"), provided that any balance owed to Service Provider as of the termination this Agreement shall become immediately due and payable upon termination. Service Provider will present invoices on the first of each month and the named LEA agrees to remit the invoiced amount to Accounts Payable promptly upon its receipt of the invoice.
- 6) **Late Fee.** Payments not received within 30 days of the invoice date are subject to interest charged to the maximum extent of the law. Failure to timely make any payment may result in suspension or termination of the Agreement in Service Provider's discretion.
- 7) **Reimbursement of Expenses.** Service Provider is entitled to reimbursement for reasonable expenses related to the completion of the outlined agreement if written prior approval from the LEA is obtained.
- 8) **Travel.** The "Outline of Services" section included with this agreement outlines any included prepaid travel. Additional travel not included within the agreement must be agreed upon in writing between the LEA and Service Provider and is subject to 1) the IRS business standard mileage rate in effect during the Agreement, as modified or amended, 2) for time spent in transit, half the hourly rate referenced in Paragraph 11, and 3) \$200 per night per employee for lodging expenses.

Agreement to Provide Services

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Terms and Conditions (Part 3)

- 9) **Business Hours.** Service Provider operates Monday through Friday from 8:30 to 4:30 and observes most major holidays and breaks recognized by Texas public schools including Labor Day, Martin Luther King Day, President's Day, Thanksgiving, Winter Break, Good Friday, Spring Break, Memorial Day, and Independence Day. LEAs may contact the Service Provider for an official operations calendar.
- 10) **Timelines.** The LEA must provide reasonable notice to Service Provider of any and all timelines requiring more than one (1) hour of labor from Service Provider. Reasonable Notice will be defined as Service Provider receiving written notice 24 hours per required hour of labor or one (1) week notice for every eight (8) hour day of required labor. Failure to provide minimum notice will result in the LEA being charged an expedited hourly rate of \$95.00 up to \$760.00 per eight-hour day. Tasks that require labor outside of normal business hours including evenings, weekends, or holidays will be charged an hourly rate of \$120.00.

The Service Provider will notify the LEA of failure of the LEA to provide Reasonable Notice. LEA will have the option of adjusting the timeline or providing written agreement to pay the expedited fee prior to the completion of requested task.

- 11) **Outline of Services.** Service Provider will provide all services outlined within the Outline of Services section found within this Agreement. The LEA is responsible for reviewing the Outline of Services prior to authorizing this Agreement. Requested services not included within the Outline of Services must be submitted in writing and are subject to the hourly rate of \$95.00 for task completion unless otherwise included in a separate Agreement to Provide Services.
- 12) **Merger Clause; No Reliance.** This Agreement (including attachments) contains the entire agreement and understanding among the parties hereto, and supersedes all other agreements and understandings among the parties, whether oral or written, with respect to the particular engagement covered by this Agreement. There are no, and neither party is relying on any, representations, warranties, understandings, or agreements, whether oral or written, other than the express written terms of this Agreement (including attachments).
- 13) **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.
- 14) **Modification.** This Agreement may not be amended or modified except by a written agreement signed by both parties.
- 15) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument, notwithstanding that all signatures may not appear on the same counterpart.
- 16) **Prior Agreements.** This Agreement is intended to cover only the services specified herein and limited to the dates of service outlined under the Purchasing and Pricing Agreement. This Agreement does not automatically include or extend prior services unless otherwise specifically stated. This Agreement is a separate and discrete event and any future services will be covered by a separate agreement to provide additional services.

Agreement to Provide Services

Dickson Educational Services, LLC
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Haslet, TX 76052



Terms and Conditions (Part 4)

- 17) **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Upon timely written notice of any dispute arising under this Agreement, the parties shall have 60 days to attempt to resolve the dispute by negotiation between representatives who have authority to settle the dispute. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Fort Worth, Texas.
- 18) **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, to the addresses listed on page one unless otherwise noted here. All such notices or other communications shall be deemed to have been received:
- a. **On the date of facsimile transmission and machine confirmed receipt, if sent by facsimile transmission;**
 - b. On the third business day after being mailed by registered or certified mail;
 - c. on the next business day after being sent via commercial overnight courier;
 - d. on the date sent, if sent via electronic mail with receipt of confirmation.
- 19) **Term & Termination.** This Agreement shall continue in force until the earlier of the date on which either (i) the Agreement Period ends or (ii) the termination of this Agreement in accordance with this paragraph 19. Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof and, additionally, Service Provider may terminate this Agreement for non-payment on at least thirty (30) days' written notice, and, additionally, the LEA may terminate this Agreement due to low enrollment or budget shortfall on at least thirty (30) days' written notice.
- The LEA shall be responsible for all obligations to make payments to Service Provider for all services and products provided, and expenses incurred, through the effective date of the termination of this Agreement. In the event of early termination of an annual agreement, the LEA agrees to pay the pro-rated price without the Annual Commitment Discount.
- 20) **Final Invoice.** Promptly following the termination of this Agreement, Service Provider will give LEA a final invoice for any remaining amounts owed under this Agreement, including for services and products provided, and expenses incurred, by Service Provider through the effective date of termination. LEA shall pay such invoice subject to the terms of paragraphs 3 and 6 above.
- 21) **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor create any legal rights or claim on behalf of any third party.
- 22) **Public Information.** This Agreement including all documents and all electronic information in either parties' possession may be subject to the provisions of the Texas Public Information Act.
- 23) **Relationship of Parties.** This Agreement does not create and shall not be construed by the parties or any third person as creating any agency, partnership, joint venture, or employment or special relationship between the parties. The relationship of the parties shall be solely that of independent contractors.

Agreement to Provide Services

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Terms and Conditions (Part 5)

24) **Background Checks.** At any time prior to or during the term of this Agreement, all staff, subcontractors, and agents of Service Provider performing services under this Agreement shall undergo and pass a background check. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the Texas Department of Public Safety.

25) **Confidentiality.** In regard to the use and transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, Service Provider agrees to comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to the Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation or applicable state law or regulation.

Service Provider requires all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. Service Provider agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement. Service Provider is not authorized to share data and information provided under the Agreement and addenda with any other individual or entity for any purpose other than in connection with the performance of this Agreement.

26) **Independence.** For Service Provider to maintain the integrity and security of LEA data, correspondence, and documentation, Service Provider is required to be independent, in both fact and appearance, with respect to your LEA in the performance of our services. Any discussions that the LEA has with personnel of Service Provider regarding employment could pose a threat to our independence and betray the trust of those we serve. Therefore, we request that the LEA inform the Provider prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. If the LEA is unable to inform the Provider prior to any such discussions, then the LEA will make reasonable efforts to inform the Provider within three (3) business days of any such discussions. During and for two years after the termination of this Agreement, LEA agrees not to solicit, directly or indirectly, any employee or contractor of Service Provider to terminate or materially alter their relationship with Service Provider. In addition, unless waived by Service Provider, if a Service Provider employee is hired by an LEA while LEA is under an active agreement or within six months of the termination of an agreement with the Service Provider, the LEA agrees to pay the Service Provider a search fee equal to 20% of the employee's base LEA compensation no later than 90 days from the first day of employment.

27) **No Indemnification by District.** The parties agree, understand and acknowledge that nothing in any agreement, addendums, exhibits or other terms or conditions shall impose a duty on the District to Indemnify Dickson Educational Services, LLC or other third parties. The parties expressly agree that such a duty is prohibited by Texas law.

Agreement to Provide Services

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Terms and Conditions (Part 6)

- 28) **Limited Liability.** Service Provider is not a law firm, does not act as the attorney for the LEA, and is not a substitute for advice from an attorney. Per Texas Administrative Code §129.21, final coding determinations are the responsibility of the LEA and its designated Superintendent. Service Provider cannot make final determinations related to codes or data elements reported for the purpose of accountability and funding. The LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocols for document maintenance outlined in the Texas Education Code, the Texas Administrative Code, the Student Attendance Accounting Handbook, by the Texas State Library and Archives Commission, and other applicable document maintenance requirements published in the State of Texas. The LEA is responsible for reviewing and verifying all reports and publications for accuracy in relation to all data elements impacted by this agreement. To the maximum extent permitted by law, neither party shall be liable for any consequential, special, incidental, or exemplary damages, or any lost profits or data.
- 29) **HB 89.** In compliance with Texas House Bill 89, Service Provider does not boycott Israel and will not boycott Israel during the term of this agreement.

Agreement to Provide Services

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Outline of Services

PEIMS PLUS+ BACK OFFICE

- Serve as the LEA's District PEIMS Coordinator
- District level review and Superintendent Conference of TSDS Summary Reports.
- Technical assistance in PEIMS related student data determination and PEIMS reporting.
- Individualized training for current registrar(s) and data clerk(s). ++
- Partner with local service center for troubleshooting, data accuracy and compliance. +
- Review TSDS PEIMS errors and provide guidance on error resolution.
- Secure file transfer and storage of PEIMS related documents.
- TSDS PEIMS and Student Information Report Review for both the district and associated campuses.
- Review TSDS Reports for each collection.
- Submission and Error Correction of TSDS PEIMS related submissions including but not limited to: Submission 1 (Fall Collection), Submission 2 (Midyear Collection), Submission 3 (Summer Collection), Submission 4 (Extended Year Collection) and all related Resubmissions (if applicable). *
- Submission and Error Correction of TSDS Core related submissions including but not limited to: Class Roster Collection, Residential Facility Tracker (if applicable), State Performance Plan Indicator 14, ECDS, and Charter School Waitlist (if applicable). *
- Submission of bi-annual Civil Right Data Collection (CRDC) as required by the Office of Civil Rights.
- LEA Review and guidance of Economic Disadvantaged Reports
- LEA Review and guidance of ESL / LEP / Bilingual Reports
- LEA Review and guidance of Gifted and Talented Reports
- LEA Review and guidance of Special Education Reports
- LEA Review of Title I Reports
- Review of required documentation for student TSDS PEIMS submissions.
- Add courses to course district catalog (approved documentation required).
- Extract and upload PEIMS data to OnData Suite® (if applicable)
- Extract PEIMS data at the request of the district. **
- Provide technical assistance in completion of master schedules relation to PEIMS compliance.
- Staff Unique ID assignment. (Beginning of each cycle or as requested)
- Troubleshoot all errors in PEIMS submissions for accurate data reporting. ^
- Weekly Student Unique ID assignment.
- Weekly TSDS Enrollment Tracking.

+ Communication with the local service center requires that the LEA have a PEIMS contract with the local ESC

* Reference timeline requirements and possible fees outlined within terms

^ SIS troubleshooting is limited to Student PEIMS related issues

** Data extraction is limited to 2 times per month. Additional extractions are subject to the daily fee

† Limited to terms outlined within signed agreement including prepaid onsite services and services offered at discounted rate

++ Onsite training or onsite support is subject to the daily rate plus travel expenses as outlined within terms

Final coding determinations must be made by the contracted LEA including, but not limited to schedule changes, grades, special program identifiers, and student identity information. Dickson Educational Services, LLC will provide guidance in legal reporting requirements and identification, but the LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocol as outlined in the Texas Education Code, Student Attendance Accounting Handbook, and Texas Administrative Code.

Agreement to Provide Services

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POWERSCHOOL ADMINISTRATION ADD-ON

- Serve as PowerSchool Administrator for LEA.
- Provide Level 1 PowerSchool Technical Support, including basic troubleshooting of PowerSchool-related issues, including data review, evaluation of data integrity, and providing training related to basic PowerSchool usage, data entry, and data reporting (included in PEIMS Plus+ Back Office support).
- Provide Level 2 PowerSchool Technical Support, including intermediate troubleshooting of PowerSchool-related issues and technical assistance related to state reporting, report pulls, and master schedule guidance creation. (limited to an average of 10-12 hours per month).
- Provide Level 3 PowerSchool Technical Support, including advanced troubleshooting of PowerSchool-related issues, PowerSchool database issues, automatic data imports, mass system changes, system setup evaluation, and system problem-solving (limited to an average of 7 hours per month between 10/1/2024-6/31/2025, 10 hours per month between 07/01/2025-06/31/2026).
- PowerSchool Level 3 Training (online) with a PowerSchool specialist, for a total of 6 hours, is included. Additional training is available at \$185 an hour.

Final coding determinations must be made by the contracted LEA including, but not limited to schedule changes, grades, special program identifiers, and student identity information. Dickson Educational Services, LLC will provide guidance in legal reporting requirements and identification, but the LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocol as outlined in the Texas Education Code, Student Attendance Accounting Handbook, and Texas Administrative Code.

Agreement to Provide Services

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5796 E SH-114, #1C
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Agreement and Acceptance

This Agreement to Provide Services is valid until the stated expiration date.

Upon acceptance, all pages of the Agreement must be initialed, signed, and returned to Service Provider on or before the expiration date via mail or email. Alternatively, this Agreement may be executed by DocuSign. If applicable, when returning the Agreement, please submit a copy of the purchase order.

By signing below, representatives acknowledge that they have authority to act on behalf of the LEA or Service Provider and agree to the provisions, terms, and conditions outlined within the Agreement.

Name of LEA: WESTLAKE ACADEMY

Signature: _____

Date: OCTOBER 7, 2024

Printed Name: KELLY RITCHIE

Title: HEAD OF SCHOOL

Service Provider: DICKSON EDUCATIONAL SERVICES

Signature: _____

Date: _____

Representative: J. GAVIN DICKSON

Title: CEO / FOUNDER

Contact Address

Customer Contact Address for Notices

WESTLAKE ACADEMY
ATTN: HEAD OF SCHOOL DR. KELLY RITCHIE
2600 JT OTTINGER ROAD, WESTLAKE, TX 76262
KRITCHIE@WESTLAKEACADEMY.ORG

Provider Contact Address for Payments and Notices

DICKSON EDUCATIONAL SERVICES, LLC
PO BOX 289
RHOME, TEXAS 76078
BILLING@JGDICKSON.COM



Town of Westlake

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

Staff Report

File #: ORD-1009

Agenda Date: 10/7/2024

Agenda #: G.1.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding adoption of Ordinance 1009 Delegating Temporary Plat Approval Authority and Extension Approval Authority Pursuant to the Provisions in Chapter 212 of The Texas Local Government Code, as Amended, and Chapter 82 of the Town of Westlake Code of Ordinances, as Amended, to the Town Planner (Jason Alexander, AICP, CECD, Deputy Town Manager)

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

BACKGROUND:

Effective September 1, 2023, as enacted by House Bill 3699, the Texas Legislature made several amendments to the platting statutes. The Ordinance, as proposed, is intended to ensure that the platting regulations contained in Chapter 82 of the Town of Westlake Code of Ordinances are in alignment with the statutes contained in Chapter 212 of the Texas Local Government Code, as amended.

The enactment of House Bill 3699 amending Chapter 212 of the Texas Local Government Code allows for the “governing body of a municipality or the municipal planning commission may delegate to one or more officers or employees of the municipality or of a utility owned or operated by the municipality the ability to approve, approve with conditions, or disapprove a plat.” However, the provisions contained in Chapter 212 of the Texas Local Government Code also allow an applicant to appeal a denied plat to the governing body of the municipality or the municipal planning commission. The designated person may also present a plat for approval to the municipal authority.

Notwithstanding delegation of plat approval authority to the Town Planner, it is further the purpose of this Ordinance to provide the necessary time to make intentional amendments to the platting regulations in Chapter 82 of the Town of Westlake Code of Ordinances that are consistent with both the statutes contained in Chapter 212 of the Texas Local Government Code, as amended, and the community’s vision for sustainable development, growth, and investment.

Approval of the Ordinance will (i) expedite the development review and approval process; (ii) create an environment that is more predictable for investment; and (iii) allow the Department of Planning and Development an appropriate period of time to prepare and present amendments to the platting regulations in Chapter 82 of the Town of Westlake Code of Ordinances for future review, consideration, and possible action by both the Planning and Zoning Commission (recommendation) and the Town Council (decision).

FISCAL IMPACT:

N/A.

STAFF RECOMMENDATION:

The Department of Planning and Development recommends approval of the Ordinance as presented.

TOWN COUNCIL ACTIONS/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

ATTACHMENT:

Ordinance 1009

TOWN OF WESTLAKE, TEXAS

ORDINANCE NO. 1009

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, DELEGATING TEMPORARY PLAT APPROVAL AUTHORITY AND EXTENSION APPROVAL AUTHORITY PURSUANT TO THE PROVISIONS IN CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, AND CHAPTER 82 OF THE TOWN OF WESTLAKE CODE OF ORDINANCES, AS AMENDED, TO THE TOWN PLANNER; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Westlake, Texas is a Texas general law municipality authorized to regulate the development of property within its territory, which includes the review and approval of plat applications as set forth in Chapter 212 of the Texas Local Government Code, as amended, and other law; and,

WHEREAS, the 88th Regular Session of the Texas Legislature enacted House Bill 3699 (codified in Chapter 212 of the Texas Local Government Code, as amended), grants municipalities the authority to delegate approval, approval with conditions, or disapproval of plat applications to designated officers or employees; and,

WHEREAS, Chapter 82 of the Town of Westlake, Texas Code of Ordinances, as amended, contains rules, regulations, and procedures for review and approval of plats; and,

WHEREAS, the Town Council of the Town of Westlake, Texas recognizes the benefits of streamlining administrative processes while maintaining prudent oversight of review and approval of plats; and,

WHEREAS, under the provisions of Chapter 212 of the Texas Local Government Code, as amended, the governing body of a municipality is authorized to extend the 30-day period for plat approval by up to 30 days, subject to specific conditions; and

WHEREAS, the Town Council of the Town of Westlake, Texas finds that the passage of this Ordinance is advantageous and beneficial to the Town of Westlake and in the interest of good governance.

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

SECTION 1.

FINDINGS

The findings and recitations set out in the Preamble of this Ordinance are found to be true and correct and are hereby adopted by the Town Council of the Town of Westlake, Texas and made a part hereof for all purposes.

SECTION 2.

DELEGATION OF PLAT APPROVAL AUTHORITY

The Town Council of the Town of Westlake, Texas hereby temporarily delegates to the Town Planner the authority to approve, to approve with conditions, or to disapprove plats (as the term “Plat” is defined in Chapter 212 of the Texas Local Government Code, as amended) within its jurisdiction, in accordance with the provisions outlined therein and where such provisions are in conflict with those outlined in Chapter 82 of the Town of Westlake, Texas Code of Ordinances, as amended. The Town Planner shall exercise this authority consistent with all applicable laws, ordinances, and regulations, including Chapter 212 of the Texas Local Government Code, as amended, and Chapter 82 of the Town of Westlake, Texas Code of Ordinances, as amended.

SECTION 3.

EXTENSION OF PLAT APPROVAL PERIOD

The Town Council of the Town of Westlake, Texas further authorizes the Town Planner to approve requests for extensions of the 30-day period described by relevant subsections of Chapter 212 of the Texas Local Government Code, as amended, and Chapter 82 of the Town of Westlake, Texas Code of Ordinances, as amended, for one or more periods, each not to exceed 30 days, provided that the following conditions are met:

- a. The applicant submits a written request for an extension of the plat approval period to the municipal authority responsible for plat approval or the governing body of the municipality, as applicable.
- b. The Town Planner approves the extension request.

SECTION 4.

MEETING OPEN TO THE PUBLIC

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and the public notice of the time, the place, and the purpose of said meeting was given as required.

SECTION 5.
SEVERABILITY

If any provision of this Ordinance, for any reason, is declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect any of the remaining provisions hereof, and the Town Council of the Town of Westlake, Texas hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 6.
EFFECTIVE DATE

This Ordinance shall be effective from and after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
WESTLAKE, TEXAS ON THIS 7TH DAY OF OCTOBER, 2024.**

Kim Greaves, Mayor

ATTEST:

Dianna Buchannan, 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 #: 24-324

Agenda Date: 10/7/2024

Agenda #: H.1.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.087: Deliberation regarding Economic Development Negotiations to deliberate the offer of a financial or other incentive to a business prospect.