



Town of Westlake

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



Town Council/Board of Trustees Agenda - Final

Monday, December 9, 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, 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.

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

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. 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 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 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.

D. ITEMS OF COMMUNITY INTEREST

D.1. [24-388](#) Items of Community Interest (Communications Director Jon Sasser)

E. PRESENTATION

E.1. [24-370](#) Exploring the International Baccalaureate (IB): Approaches to Teaching and Learning at Westlake Academy (Michelle Briggs, Westlake Academy Director of Innovation and Development)

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.** [24-371](#) Discuss, consider and act to approve the Town Council/Board of Trustees Minutes for the November 7, 2024 Special Called Strategic Planning Work Session and the November 11, 2024 Regular Meeting (Dianna Buchanan, Town Secretary)
- F.2.** [WA RES 24-41](#) Discuss, consider and act to approve WA Resolution 24-41 authorizing payment of International Baccalaureate (IB) Exam Fees for the May 2025 Exam Session (DP Coordinator Brandon Llewellyn)

G. REGULAR AGENDA ITEMS

- G.1.** [RES 24-78 C](#) (TABLED 11/11/2024) Discuss, consider and act to cast the Town of Westlake's allocated votes for appointment to the Tarrant Appraisal District Board of Directors (Wade Carroll, Town Manager)
- G.2.** [RES 24-79 C](#) (TABLED 11/11/2024) Discuss, consider and act to cast the Town of Westlake's allocated vote for appointment to the Denton Central Appraisal District Board of Directors (Wade Carroll, Town Manager)
- G.3.** [RES 24-84](#) Discuss, consider and act to approve Resolution 24-84 approving a Development Agreement between the Town of Westlake, Texas and Fenway Development, Inc., for subdivision improvements for Solana Hills, a residential development to be designed and built in adjacency to Sam School Road. (Jason Alexander, AICP, CEcD, Deputy Town Manager)
- G.4.** [WA RES 24-42](#) Discuss, consider and act regarding WA Resolution 24-42 approving amendments to the Westlake Academy Admissions Policy to eliminate the Notice of Intent to Return form currently sent to enrolled students each year and setting a defined closing date for accepting waitlist applications from secondary boundary students applying to grades Kindergarten through Grade 8. (Darcy McFarlane, Director of Accountability)
- G.5.** [WA RES 24-43](#) Discuss, consider and act regarding WA Resolution 24-43 to approve amendments to the terms of the Charter issued by the Texas Education Agency for the Operation of Westlake Academy as an open-enrollment charter school to include changes to the limit on class size and changes to the secondary boundary from which applications for admission are accepted (Dr. Kelly Ritchie, Head of School)

- G.6.** [WA RES 24-44](#) Discuss, consider and act regarding Resolution 24-44 to approve the terms of a Memorandum of Understanding between Westlake Academy and the House of Commons (Dr. Kelly Ritchie, Head of School)
- G.7.** [WA RES 24-45](#) Discuss, consider and act regarding WA Resolution 24-45 to approve the terms of a Memorandum of Understanding between Westlake Academy and the Westlake Academy Booster Club (Dr. Kelly Ritchie, Head of School)

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 Locals Government Code. Additionally, pursuant to the provisions 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.** [24-379](#) Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Affiliate Groups.
- H.2.** [24-391](#) Section 551.071: Consultation with and legal advice from Academy Attorney regarding compliance with donor restricted gifts related to Westlake Academy facilities
- H.3.** [24-392](#) Section 551.073: Deliberation regarding prospective gifts related to Westlake Academy facilities.
- H.4.** [24-373](#) Section 551.087: Deliberation regarding Economic Development Negotiations to deliberate the offer of a financial or other incentive to a business prospect.
- H.5.** [24-380](#) Section 551.074(1): Deliberation Regarding Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Westlake Development Corporation, Inc. Board (EDC Type 4B)
- H.6.** [24-389](#) Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake

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

J. FUTURE AGENDA ITEMS

K. STAFF RECAP OF COUNCIL DIRECTION

L. ADJOURNMENT

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



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
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Staff Report

File #: 24-388

Agenda Date: 12/9/2024

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:

Planning & Zoning Commission Meeting

Tuesday, December 10, 2024, 5 p.m.

Westlake Town Hall/Municipal Court CLOSED

December 24-25 Christmas Holiday

Westlake Town Hall/Municipal Court CLOSED

January 1, 2025 New Years Holiday

Town Council Meeting/Board of Trustees Meeting

Monday, January 6, 2025; 4 pm

1500 Solana Blvd, Westlake

Planning & Zoning Commission Meeting

Tuesday, January 7, 2025; 5 pm

1500 Solana Blvd, Westlake

ADDITIONAL ITEMS:

- **Tree lighting recap**
- **Lead/Copper notifications**
- **Vacation Watch reminder**
- **Trash Schedule**



Town of Westlake

1500 Solana Blvd
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Staff Report

File #: 24-370

Agenda Date: 12/9/2024

Agenda #: E.1.

WESTLAKE ACADEMY STAFF REPORT RECOMMENDATIONS

Exploring the International Baccalaureate (IB): Approaches to Teaching and Learning at Westlake Academy
(Michelle Briggs, Westlake Academy Director of Innovation and Development)

STAFF:

(Michelle Briggs, Westlake Academy Director of Innovation and Development)

Presentation of one in a series of videos-- Exploring the International Baccalaureate (IB): Approaches to Teaching and Learning at Westlake Academy



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Staff Report

File #: 24-371

Agenda Date: 12/9/2024

Agenda #: F.1.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to approve the Town Council/Board of Trustees Minutes for the November 7, 2024 Special Called Strategic Planning Work Session and the November 11, 2024 Regular Meeting (Dianna Buchanan, Town Secretary)

STAFF: Town Secretary Dianna Buchanan

BACKGROUND:

The Town Council Board of Trustees Minutes from the November 7, 2024 Special Called Strategic Planning Work Session and the November 11, 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:

11.07.2024 TC/BOT Special Called Strategic Planning Work Session

11.11.2024 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

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Town Council/Board of Trustees Meeting Minutes - Draft

Thursday, November 7, 2024

3:00 PM

Terraces of Solana Conference

Room 3

SPECIAL CALLED STRATEGIC PLANNING WORK SESSION

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

Mayor Greaves called the meeting to order at 3:03 p.m. and announced a quorum present.

PRESENT

Mayor Kim Greaves
Mayor Pro Tem Tammy Reeves
Council Member Anna White
Council Member Mike Asselta
Council Member Todd Gautier

PRESENT VIRTUALLY

Council Member Michael Yackira

STAFF PRESENT

Town Manager Wade Carroll
Head of School Dr. Kelly Ritchie
Deputy Town Manager Jason Alexander
Finance Director Cayce Lay Lamas
Town Secretary Dianna Buchanan

BAKER TILLY REPRESENTATIVES PRESENT

Carol Jacobs, Managing Director
Jacquelyn McCray
Woody Battle

BAKER TILLY REPRESENTATIVES PRESENT VIRTUALLY

Steve Tolar
Marta Purdy
Jay Staley

Mayor Greaves and Town Manager Carroll gave welcome remarks and introduced Carol Jacobs, Baker Tilly to facilitate the remainder of the meeting.

B. WORK SESSION

Carol Jacobs, Baker Tilly, gave an overview of the workshop schedule and introduced her team. This workshop is to assist with five-year strategic goal setting. Topics covered included fiscal sustainability; economic development; Westlake Academy; strategic planning community engagement and survey results; vision, mission and organizational values and strategic priorities and goals.

C. ADJOURNMENT

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

Kim Greaves, Mayor

ATTEST:

Town Secretary Dianna Buchanan



Town of Westlake

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Town Council/Board of Trustees Meeting Minutes - Draft

Monday, November 11, 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 Todd Gautier
Council Member Mike Asselta
Council Member Michael Yackira
Council Member Anna White (present virtually)

STAFF PRESENT:

Town Manager Wade Carroll
Deputy Town Manager Jason Alexander
Communications Director Jon Sasser
Town Attorney Stan Lowry
Finance Director Cayce Lay Lamas
Human Resources Director Sandy Garza
IT Director Jason Power
Asst. Public Works Director Kyle Flanagan
Keller Police Chief Brad Fortune

Head of School Dr. Kelly Ritchie
Dir. Innovation & Dev. Michelle Briggs
Town Secretary Dianna Buchanan
School Attorney Janet Bubert
Fire Chief John Ard
Public Works Director Cheryl Taylor
Academic Finance Manager Marlene Rutledge
Academic Accountant II Stacie Wrehe

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Clayton Reed, Southlake Baptist Church, provided the invocation. Mayor Greaves and Westlake Academy Head of School Dr. Kelly Ritchie introduced Westlake Academy students Aspen Douris (2nd grade), Asher Douris (8th grade) and Mays Rehman (6th grade), to assist with leading the pledges to the U.S. Flag and the Texas Flag. Pledges recited.

C. CITIZEN/PARENT COMMENTS

Mayor Greaves called for anyone that wished to speak.

Mr. Eric Crile, Candidate for the Tarrant Appraisal District Board of Directors, addressed the Town Council regarding item H.3.

Ms. Sayeda Bilquees Syed, Candidate for the Tarrant Appraisal District Board of Directors, addressed the Town Council regarding Item H.3.

There was no one else to speak at this time.

D. PROCLAMATION**D.1. 24-254** Veterans Day Proclamation (Mayor Kim Greaves)

Mayor Greaves read the Proclamation into the record and presented the Veterans Day Proclamation to representatives of the Metroport Veterans Organization that were present: Karl Monger and Milan Georgia.

E. ITEMS OF COMMUNITY INTEREST**E.1. 24-355** Items of Community Interest (Communications Director Jon Sasser)

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

F. PRESENTATIONS**F.1. 24-362** Exploring the International Baccalaureate (IB): Inquiry at Westlake Academy (Michelle Briggs, Westlake Academy Director of Innovation and Development)

Michelle Briggs, Westlake Academy Director of Innovation and Development, discussed the final View Book that has been sent out to all Westlake residents and handed out this evening to the Board. She also presented a video presentation that was played called "Exploring the International Baccalaureate (IB): Inquiry at Westlake Academy".

F.2. 24-364 Presentation regarding Water System Lead and Copper Testing (Cheryl Taylor, P.E., Public Works Director)

Public Works Director Cheryl Taylor, P.E., provided a presentation regarding the recent results of the Town's annual lead and copper sampling conducted as required by the Texas Commission on Environmental Quality (TCEQ). Two of the samples taken from residential sinks tested above the EPA action level for lead. Both of the homes were constructed prior to 1986, which is when the Safe Drinking Water Act was amended to prohibit the use of any pipes, solder or flux that were not "lead free". Samples tested on the Town's side of the water supply for these residences were within the accepted levels. Staff will work with the two property owners to abate the issues. Due to the samples exceeding the permitted lead levels, the TCEQ requires additional testing and this testing will be performed during two consecutive six-month monitoring periods in 2025. A notice as required by the TCEQ will be sent out to every Westlake water customer to notify of the sample results and to educate them regarding this matter. Staff will recommend some type of program at a future Council meeting for consideration of approval that will assist to cover expenses incurred by homeowners with unacceptable levels. One idea is that a program may assist by offering a rebate upon receipt of documentation that the issue has been abated at their location by a professional plumber.

G. CONSENT AGENDA

Mayor Greaves called the Consent Agenda. No items were removed for individual consideration.

G.1. 24-365 Discuss, consider and act to approve the Town Council/Board of Trustees Minutes for the October 21, 2024 Regular Meeting (Dianna Buchanan, Town Secretary)

- G.2. RES 24-80** Discuss, consider and act regarding Resolution 24-80 to approve an amendment to the Interlocal Agreement for Vehicle Maintenance and Repairs with the City of Watauga (Town Manager Wade Carroll)
- G.3. Res 24-81** Discuss, consider and act to approve Resolution 24-81 authorizing the expenditure of funds for the purchase of a Ford F-450 flatbed truck from Silsbee Ford in an amount not to exceed \$108,578.75. (Cheryl Taylor, P.E., Director of Public Works).
- G.4. RES 24-82** Discuss, consider and act to approve regarding Resolution 24-82 authorizing a Master Interlocal Cooperative Purchasing Agreement between the Town of Westlake and the City of Southlake (Cheryl Taylor, P.E., Director of Public Works)
- G.5. WA RES 24-37** Discuss, consider and act to approve WA Resolution 24-37 adopting the revised 2024-2025 Westlake Academy Personnel Manual (Sandy Garza, Director of Human Resources)
- G.6. RES 24-77** Discuss, consider and act regarding Resolution 24-77 approving a Policy for Preventing Use of Prohibited Technology (Jason Power, IT Director)

Motion by Council Member Asselta and Motion Second by Council Member Yackira to approve the Consent Agenda. Mayor Greaves called for the vote. MOTION TO APPROVE THE CONSENT AGENDA APPROVED UNANIMOUSLY.

H. REGULAR AGENDA ITEMS

- H.1. Res 24-74** Discuss, consider and act to approve Resolution 24-74 accepting the Town of Westlake 2023 Audit Report; and take appropriate action (Cayce Lay Lamas, Director of Finance)
- Finance Director Cayce Lay Lamas presented an overview of the item. Motion by Council Member Gautier and Motion Second by Council Member Michael Yackira to conditionally approve Resolution 24-74 accepting the Town of Westlake 2023 Audit Report pending receipt of the Final Audit Letter from the auditor. Mayor Greaves called for the vote. MOTION TO APPROVE RESOLUTION 24-74 PENDING RECEIPT OF FINAL AUDIT LETTER APPROVED UNANIMOUSLY.
- H.2. WA RES 24-40** Discuss, consider and act to approve WA Resolution 24-40 Approving the FY 2023-2024 Annual Financial Report for Westlake Academy from BrooksWatson & Co., PLLC, CPAs (Cayce Lay Lamas, Finance Director)
- Finance Director Cayce Lay Lamas provided an overview of the item. Motion by Council Member Gautier and Motion Second by Council Member Yackira to approve WA Resolution 24-40 approving the FY 2023-2024 Annual Financial Report for Westlake Academy. Mayor Greaves called for the vote. MOTION TO APPROVE WA RESOLUTION 24-40 APPROVED UNANIMOUSLY.
- H.3. RES 24-78** Discuss, consider and act to cast the Town of Westlake's allocated votes for appointment to the Tarrant Appraisal District Board of Directors (Wade Carroll, Town Manager)

Motion by Council Member Asselta and Motion Second by Mayor Pro Tem Reeves to Table Item H.3. to consider approval of Resolution 24-78 to cast the Town of Westlake's allocated votes for appointment to the Tarrant Appraisal District Board of Directors to the December 9, 2024 Town Council/Board of Trustees Meeting. Mayor Greaves called for the vote. MOTION TO TABLE RESOLUTION 24-78 TO THE DECEMBER 9, 2024 TOWN COUNCIL/BOARD OF TRUSTEES MEETING APPROVED UNANIMOUSLY.

- H.4. RES 24-79** Discuss, consider and act to cast the Town of Westlake's allocated vote for appointment to the Denton Central Appraisal District Board of Directors (Wade Carroll, Town Manager)

Motion by Council Member Yackira and Motion Second by Council Member Gautier to Table Item H.4. to consider approval of Resolution 24-79 to cast the Town of Westlake's allocated vote for appointment to the Denton Central Appraisal District Board of Directors to the December 9, 2024 Town Council/Board of Trustees Meeting. Mayor Greaves called for the vote. MOTION TO TABLE RESOLUTION 24-79 TO THE DECEMBER 9, 2024 TOWN COUNCIL/BOARD OF TRUSTEES MEETING APPROVED UNANIMOUSLY.

- H.5. ORD 1012** Discuss, consider and act to adopt Ordinance 1012, Amending the Master Fee Schedule (Cayce Lay Lamas, Director of Finance)

Director of Finance Cayce Lay Lamas provided an overview of the item. Motion by Council Member Asselta and Motion Second by Council Member Gautier to adopt Ordinance 1012 Amending the Master Fee Schedule effective January 1, 2025. Mayor Greaves called for the vote. MOTION TO ADOPT ORDINANCE 1012 AMENDING THE MASTER FEE SCHEDULE EFFECTIVE JANUARY 1, 2025 APPROVED UNANIMOUSLY.

- H.6. ORD 1014** Discuss, consider and act to adopt Ordinance 1014, Amending the Water and Sewer Rates (Cayce Lay Lamas, Finance Director)

Director of Finance Cayce Lay Lamas provided an overview of the item. Motion by Council Member Gautier and Motion Second by Council Member Yackira to adopt Ordinance 1014 Amending the Water and Sewer Rates effective January 1, 2025. Mayor Greaves called for the vote. MOTION TO ADOPT ORDINANCE 1014 AMENDING THE WATER AND SEWER RATES EFFECTIVE JANUARY 1, 2025 APPROVED UNANIMOUSLY.

- H.7. 24-368** Discuss, consider and act to excuse Mayor and Council absence(s), if any.

There were no absences to discuss or excuse at this time.

I. EXECUTIVE SESSION

- I.1. 24-363** Section 551.087: Deliberation regarding Economic Development Negotiations to deliberate the offer of a financial or other incentive to a business prospect.
- I.2. 24-367** Section 551.071: Consultation with and legal advice from the Town Attorney regarding pending litigation - Vertical Bridge v. Town of Westlake

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 4:57 p.m.

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

Mayor Greaves reconvened the Regular Meeting from Executive Session at 5:50 p.m. No action was taken as a result of Executive Session.

K. FUTURE AGENDA ITEMS

There were no new future agenda items mentioned.

L. STAFF RECAP OF COUNCIL DIRECTION

Town Manager Wade Carroll provided the staff recap of council direction.

- Items H.3. and H.4, to cast votes for the Tarrant Appraisal District and Denton Central Appraisal District are tabled until the December 9th Town Council/Board of Trustees meeting.
- Mr. Carroll will coordinate a meeting(s) between HOAs in Westlake and the Code Enforcement/Inspectors for Westlake.
- When Council revisits impact fees, staff will assure that the discussion includes both pass through impact fees from the City of Fort Worth and the Town's impact fees and include an explanation of the purpose of both.
- Mayor Greaves asked that staff keep the Council up to date on the lead remediation progress for the impacted properties. Mr. Carroll affirmed and will have staff present an item at the December 9th meeting to outline a program that will provide assistance and/or a rebate to homeowners that have the lead levels that require replacement of fixtures and the guidelines for the program for Council's consideration of approval.

M. ADJOURNMENT

Mayor Greaves adjourned the meeting at 5:52 p.m.

Kim Greaves, Mayor

ATTEST:

Town Secretary Dianna Buchanan



Town of Westlake

1500 Solana Blvd
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Staff Report

File #: WA RES 24-41

Agenda Date: 12/9/2024

Agenda #: F.2.



BOARD OF TRUSTEES AGENDA ITEM

Regular Meeting - Action Item Monday, December 09, 2024

Discuss, consider and act to approve WA Resolution 24-41 authorizing payment of International Baccalaureate (IB) Exam Fees for the May 2025 Exam Session (DP Coordinator Brandon Llewellyn)

STAFF: Brandon Llewellyn, DP Coordinator

STRATEGIC ALIGNMENT

Vision, Value, Mission	Perspective	Curriculum	Outcome Objective
Academic Excellence	Academic Operations	Diploma Programme	Strengthen IB Philosophy & Implementation

SUMMARY

Per Westlake Academy graduation policy, the course offerings at Westlake Academy are specifically designed so that students who graduate fulfil the requirements of being a full IB Diploma Programme candidate. The class of 2025 has 70 candidates for the IB Diploma. Each candidate takes six exams, at a cost of \$123 each. The total cost for the class of 2025 is \$51,537 (one candidate took one exam in a previous school). Westlake Academy is billed by the IB immediately following the registration of exam candidates in November, prior to the May exam session the following calendar year. Westlake Academy concurrently collects the exam fees from the families of the Diploma candidates, beginning in November, with any outstanding payments completed by April. Westlake Academy students pay in full for their exams, apart from students identified as being on Free/Reduced lunch, who pay two-thirds of the cost, with the other-third being reimbursed by the TEA in the Fall following the May exam session. The expenditure is over \$50,000 and requires Board of

Trustees authorization for payment.

FISCAL/SERVICE LEVEL IMPACT ON COMMUNITY

The initial fiscal impact is \$51,537, taken from the IB exam fee account. This money will be recouped through exam fees paid by Westlake Academy families and any reimbursement from the TEA for students on FRL.

STAFF RECOMMENDATION

Staff recommends approving WA Resolution 24-41 authorizing the payment of \$51,537 to the International Baccalaureate for May 2025 Exam Session Fees.

ATTACHMENTS

WA Resolution 24-41

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

WESTLAKE ACADEMY

RESOLUTION NO. 24-41

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES AUTHORIZING THE PAYMENT OF INTERNATIONAL BACCALAUREATE EXAM FEES FOR THE MAY 2025 EXAM SESSION

WHEREAS, Westlake Academy provides course offerings specifically designed towards graduates fulfilling the requirements of being a full International Baccalaureate (IB) Diploma Programme Candidate; and

WHEREAS, each IB Diploma Programme Candidate takes six exams with exam fees due to the International Baccalaureate immediately following November candidate registration for the May exam cycle and said fees are collected from diploma candidates prior to the actual exams; and,

WHEREAS, the Westlake Academy Class of 2025 has 70 candidates for the IB Diploma Programme and exam fees due to the International Baccalaureate equal \$51,537 which requires the Board of Trustees authorization for payment; 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 authorize payment to the International Baccalaureate in the amount of \$51,537 for May 2025 exam fees.

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 9TH DAY OF DECEMBER 2024.

Kim Greaves, President

ATTEST:

Dianna Buchanan, Board Secretary

Dr. Kelly Ritichie, Superintendent

APPROVED AS TO FORM:

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



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
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Staff Report

File #: RES 24-78 C

Agenda Date: 12/9/2024

Agenda #: G.1.

TOWN STAFF REPORT RECOMMENDATION

(TABLED 11/11/2024) Discuss, consider and act to cast the Town of Westlake's allocated votes for appointment to the Tarrant Appraisal District Board of Directors (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

This item was tabled by Town Council on November 11, 2024 until the December 9, 2024 meeting. An approved motion to remove the item from the table for consideration is required prior to discussion and consideration of the item.

The terms of five of the current Directors of the Tarrant Appraisal District (TAD) expire December 31, 2024. Attached is correspondence from TAD regarding the process to elect board members, a list of nominated candidates and candidate bios for review.

The Town of Westlake is entitled to cast 4 votes collectively or separately for the nominated candidate(s) for the TAD Board of Directors. The Property Tax Code requires that votes be determined in an open meeting by resolution. Nominees who receive the largest cumulative vote total are elected to the Board.

STAFF RECOMMENDATION:

Staff recommends that Town Council remove the item from the table, and take action to cast the Town of Westlake's 4 votes for a candidate(s) to appoint to the Tarrant Appraisal District Board of Directors.

ATTACHMENT(S):

1. TAD Letter to Taxing Units re TAD BOD Election
2. TAD Vote Allocations
3. TAD BOD Candidate Bios
4. Resolution 24-78
5. TAD Official Ballot

TOWN COUNCIL ACTION/OPTIONS:

- 1) A. Motion to remove the item from the Table.
B. Motion to cast the Town of Westlake's allocated votes for a candidate(s) to appoint to TAD Board of Directors
- 2) Take no action



Joe Don Bobbitt
Executive Director
Chief Appraiser

September 10, 2024

[REDACTED]

RE: Nomination and Appointment to TAD Board of Directors

Dear [REDACTED]

The current terms of the five appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2024. The first step in appointing voting members for the term beginning January 1, 2025 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, I have calculated and provide in the enclosed list the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The **next step** is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the **nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to me *BEFORE* October 15, 2024, which means the nominations must be received by our office no later than October 14, 2024.**

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2025. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;
- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;

- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1st or 2nd degrees on the following chart;

Degrees of Consanguinity and Affinity

1 st DEGREE	2 nd DEGREE	3 rd DEGREE
<p>By Consanguinity</p> <ul style="list-style-type: none"> • Parents • Children <p>By Affinity</p> <ul style="list-style-type: none"> • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren 	<p>By Consanguinity</p> <ul style="list-style-type: none"> • Grandparents • Grandchildren • Brothers & sisters <p>By Affinity</p> <ul style="list-style-type: none"> • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters 	<p>By Consanguinity</p> <ul style="list-style-type: none"> • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles <p>By Affinity</p> <ul style="list-style-type: none"> • No prohibitions

- an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations to jwooddell@tad.org, please include not only the full name of each candidate, but also his or her complete residence address and a current biography. From timely submitted nominations, I will prepare and distribute before October 30th a ballot to each



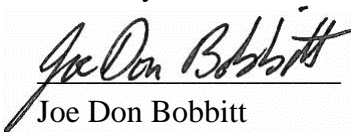
Letter to Taxing Units
 Appointments to Board of Directors
 September 10, 2024

taxing unit entitled to participate in the appointment process. The appointment process may be summarized as follows:

<i>before</i> October 01, 2024	Chief Appraiser calculates numbers of votes and notifies taxing units
<i>before</i> October 15, 2024	Governing bodies of taxing units nominate candidates by resolution and send names to Chief Appraiser
<i>before</i> October 30, 2024	Chief Appraiser prepares ballot and sends it to taxing units
<i>before</i> December 15, 2024 for most taxing units but see the different requirements in section 6.03(k-1) that applies only to “each taxing unit entitled to cast at least five percent of the total votes”, which in this appointment cycle means 250 or more votes on the enclosed list	Governing bodies of taxing units determine their votes by resolution and send votes to Chief Appraiser
<i>before</i> December 31, 2024	Chief Appraiser counts votes, determines which 5 candidates received the most votes, and submits results to taxing units
January 01, 2025	new term begins

Copies of the Nomination Letter, the Ballot Letter, and the Results Letter and enclosures will be posted at www.tad.org/Board-Appointment-Process for your convenience. Entity nominations, nominee biographies, and entity votes will be uploaded as submitted. Please bookmark this communication tool in lieu of PIA requests and phone inquiries. If you have any questions, please do not hesitate to call.

Sincerely,



Joe Don Bobbitt
 Executive Director
 Chief Appraiser

JDB:jw
 Enclosure



TARRANT APPRAISAL DISTRICT
2024 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

	2023 TAXES IMPOSED	% OF TOTAL	2024 VOTES
School Districts:			
Aledo ISD	6,131,473	0.11075%	6
Arlington ISD	449,339,758	8.11586%	406
Azle ISD	26,757,803	0.48329%	24
Birdville ISD	178,756,575	3.22866%	161
Burleson ISD	29,051,705	0.52472%	26
Carroll ISD	126,974,245	2.29338%	115
Castleberry ISD	16,163,500	0.29194%	15
Crowley ISD	141,730,903	2.55991%	128
Eagle Mountain/Saginaw ISD	197,162,524	3.56110%	178
Everman ISD	25,800,708	0.46601%	23
Fort Worth ISD	593,404,765	10.71793%	536
Godley ISD	1,285,755	0.02322%	1
Grapevine/Colleyville ISD	188,683,742	3.40796%	170
Hurst/Euless/Bedford ISD	188,555,828	3.40565%	170
Keller ISD	278,949,682	5.03832%	252
Kennedale ISD	24,972,025	0.45104%	23
Lake Worth ISD	19,932,270	0.36001%	18
Lewisville ISD	6,486,148	0.11715%	6
Mansfield ISD	225,674,872	4.07608%	204
Northwest ISD	161,450,254	2.91607%	146
White Settlement ISD	40,321,570	0.72828%	36
Total Schools	\$ 2,927,586,104	52.87733%	2644
Cities:			
City of Arlington	234,044,834	4.22726%	211
City of Azle	7,311,615	0.13206%	7
City of Bedford	29,123,128	0.52601%	26
City of Benbrook	18,003,459	0.32517%	16
City of Blue Mound	1,867,773	0.03374%	2
City of Burleson	6,585,215	0.11894%	6
City of Colleyville	19,359,700	0.34967%	17
City of Crowley	11,329,035	0.20462%	10
City of Dalworthington Gardens	2,683,830	0.04847%	2
Edgecliff Village	918,338	0.01659%	1
City of Euless	30,920,591	0.55848%	28
City of Everman	3,597,742	0.06498%	3
City of Flower Mound	2,207,765	0.03988%	2

City of Forest Hill	7,061,450	0.12754%	6
City of Fort Worth	730,749,438	13.19861%	660
City of Grand Prairie	70,893,423	1.28046%	64
City of Grapevine	30,588,773	0.55249%	28
City of Haltom City	22,894,575	0.41352%	21
City of Haslet	5,622,782	0.10156%	5
City of Hurst	23,713,609	0.42831%	21
City of Keller	24,518,629	0.44285%	22
City of Kennedale	8,649,162	0.15622%	8
Town of Lakeside	1,076,854	0.01945%	1
City of Lake Worth	2,754,231	0.04975%	2
City of Mansfield	63,492,884	1.14679%	57
City of N. Richland Hills	41,212,868	0.74438%	37
Town of Pantego	2,529,168	0.04568%	2
City of Pelican Bay	957,767	0.01730%	1
City of Reno	52,401	0.00095%	0
City of Richland Hills	4,960,043	0.08959%	4
City of River Oaks	3,589,961	0.06484%	3
City of Roanoke	493,962	0.00892%	0
City of Saginaw	15,125,861	0.27320%	14
City of Sansom Park	2,190,078	0.03956%	2
City of Southlake	35,285,741	0.63732%	32
Town of Trophy Club	666,770	0.01204%	1
City of Watauga	11,730,967	0.21188%	11
Town of Westlake	3,896,972	0.07039%	4
City of Westover Hills	3,303,687	0.05967%	3
Westworth Village	2,395,613	0.04327%	2
City of White Settlement	9,970,052	0.18008%	9
Total Cities	<u>\$ 1,498,330,747</u>	<u>27.06248%</u>	<u>1353</u>
Other:			
Tarrant County	551,272,993	9.95696%	498
Tarrant County College	559,372,168	10.10324%	505
Total Other	<u>\$ 1,110,645,161</u>	<u>20.06020%</u>	<u>1003</u>
Total All	\$ 5,536,562,012	100%	5000

TAD BOARD OF DIRECTOR ELECTION

CANDIDATE BIOS



Alan Blaylock



City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.

DARYL DAVIS [REDACTED] (Fort Worth, TX 76123)

Mr. Davis is a native of Fort Worth and father of two. Mr. Davis has served on the School Board of Crowley ISD since 2022 and serves as the executive pastor of Inspiring Temple of Praise Church in Fort Worth. Davis has a bachelor's degree in business management and master's degree in education. He also is a graduate recruiter in Texas Christian University's Neeley School of Business and worked as a Dallas College adjunct professor. He is a member of Alpha Phi Alpha Fraternity Inc., the board chair for the Presbyterian Night Shelter, and CFO of Integrity Community Development Corporation, a group working to find solutions for homeless veterans.

Eric Crile



Eric has been a resident of Texas for 17 years. Prior to his arrival in Texas, he was raised in a small rural town in southwestern Pennsylvania. After graduating college, he decided to expand his horizons and moved to south Florida where he resided for 6 years before making his way to the great State of Texas. During the past 17 years he has lived almost exclusively in Tarrant County. This is where he met his wife, Jennifer. They were married in the summer of 2021. They are proud residents of the rapidly expanding Fort Worth/Alliance corridor. He has a beautiful stepdaughter, Jillian, who is a freshman at Eaton High School. Eric and his wife welcomed their first child together, Quintyn, this past May. They are excited for the journey ahead.

Being a strong supporter of public safety, Eric has served the citizens of Dallas for the past 17 years as a firefighter and paramedic for Dallas Fire Rescue. Prior to becoming a firefighter, he worked for the Miami-Dade State Attorney's Office-Child Support Division enforcing adjudicated court orders for child support. He looks forward to showing up for work every day, pulling up his boots, and tackling the ever-changing tasks that lie ahead.

Public education is of the utmost importance to a thriving community, and Eric strongly believes in it. His wife works for a local ISD; she is constantly talking about the funding challenges that her district faces. He has first-hand knowledge of how rapid decisions with incomplete data can have unintended consequences.

Service to the citizens of Fort Worth is also something Eric takes pride in. As a member of the Crime Control and Prevention District, Partners with a Shared Mission Initiative Community-Based Program, a sub advisory board to Fort Worth's Crime Control and Prevention District, Eric can give back to his community in a meaningful way by evaluating effective crime reduction strategies from strategic partners with limited funds to which the board has access.

On the ultimate level of local service, Eric served on his HOA board for the Parks at Willow Ridge. Recently, when the community was in an uproar over the placement of pedestals in everyone's front yard from an internet provider laying fiber optic cable, Eric engaged the provider and negotiated for the installation of inground vaults that were able to meet the aesthetic needs of the community as well as the needs of the provider.

In his free time, when his infant son allows for it, he is an avid movie watcher as well as a member of the DFW Curling Club, the only true sport on ice. As opportunities present themselves, Eric loves to travel. Not long ago he was able to cross off a bucket list item and traveled to Pamplona Spain where he participated in the annual running of the bulls. His advice, if you ever get a chance to visit the San Fermin festival, do it! What an experience!

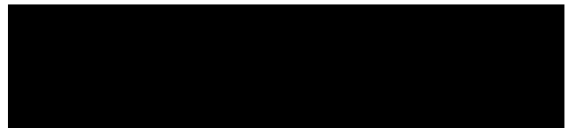
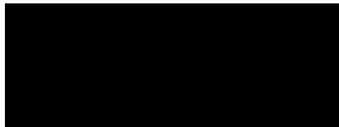
Eric believes in hard work and realizes that is what it will take to accomplish success at the appraisal district. He wants Tarrant County to be the best at all it does. Eric wants to help create an appraisal district, with its new reality, that works for everyone: Taxpayers, Tax Entities, and the district itself.

He has developed a 5-point plan he believes can serve as a guide for him and the other directors to achieve this goal

1. Fix the Computer Assisted Mass Appraisal (CAMA) data
2. Community Education about TAD's role in tax bills
3. Legislative outreach to work toward solutions for all of TAD's partners
4. The creation of a Tax Entity Liaison
5. A pragmatic approach to problem-solving. Be proactive, not reactive

Eric is a problem solver. He has spent the last 17 years solving problems in rapid succession while realizing that rapid success is the product of a well thought out and well researched plan that takes time to develop and correct data to formulate. Eric believes in you and asks that you believe in him.

Fred Campos Jr.'s Bio



Candidate for Tarrant Appraisal District Board

Profile:

Fred Campos is a lifelong resident of the Fort Worth area. Raised in Grapevine, he eventually settled with his family in the Hurst-Euless-Bedford (HEB) community. After graduating from Grapevine High School, he pursued Computer Science at the University of North Texas. Early in his career, Fred developed a payment processing software that was later acquired by Jack Henry & Associates. Over the next 13 years, he implemented large-scale payment systems for city and county accounting departments' integration.

Following the sale of his business, Fred turned his focus to supporting small businesses in the digital realm. He now manages DFW Website Designers, based in Bedford, which services nearly 1,000 local clients. Fred and his wife Karen, an educator, live in Bedford with their three children. Since 2015, Fred has served as a trustee on the HEB ISD School Board, where he focuses on advancing technology and strengthening school finances.

Professional Experience:

DFW Website Designers: *Top Geek*

2010—Current

- Chief sales evangelist and supporter of websites for nearly 1000 local small businesses.
- Speaker and presenter of social media small business marketing classes ranging from conferences, training, seminars, webinars, and teleseminars.

Jack Henry & Associates Inc./AudioTel Corp./Remit Plus Software Inc.:

1996—2009

- Chief evangelist and payment integrator of remittance applications in more than 400+ cities, counties, churches, and other accounting and billing systems. Product expert in payments & remittance. Sales support for the entire organization.

Community Involvement:

- ***Hurst-Euless-Bedford ISD Trustee Place 7***
Publicly elected volunteer position serving 20 hours a week for the 28 schools that make up the HEBISD public school district in the five cities of Arlington, Bedford, Colleyville, Euless & Hurst.
- ***Member of the HEB Chamber of Commerce***
Serve and participate in a dozen or so community events ranging from Burgers for Books, Night of Hope, Back to School Backpacks etc.

Education:

- ***Computer Science Major/Business Information Systems Minor***
University of North Texas, Denton, TX 1991.
- ***Platforms:*** PC, Windows, DOS, UNIX, OS2, Wordpress, Hubspot, Hootsuite, CRM, IBM, Adobe
- ***Languages:*** Pascal, C, C++, Assembler, Delphi, VB, PHP, HTML

Gary M. Losada

Southlake, Texas



EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

Tarrant Appraisal District – Board of Directors

2020-2021, 2024

Governing body for Central Appraisal District

Tarrant Co. Appraisal Review Board

2009 – 2015

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes.

Opined on various exemptions and valuations of real estate.

President – GMPL Corporation

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

President – Office Liquidation Center/Aztec Glass Company

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

Director of Administration – Dallas Area Rapid Transit

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

Director of Human Resources – LTV Kentron International/Oil States Ind.

Chief Labor negotiator, responsible for corporate wide staffing and training.

Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

Assistant to City Manager – Palo Alto, California

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

A. Gloria Peña

817-501-9354

Experience:

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.

Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.

Employed with the US Army Corps of Engineers in 1983 in various programs, which include:

Program Analyst, Military and Environmental Programs

Program Analyst, Civil Works Program

Budget Analyst, Resource Management

Financial Analyst, Construction and Operations

Program Specialist, Operations, Water Supply Business Line Manager

Education:

Northwood University, BBA, Management (Magna Cum Laude)

Community Involvement (past):

Secretary, Society of American Military Engineers (Dallas)

President, Vice President, Secretary of Arlington Independent School District Board of Trustees

Director, Texas Association of School Boards

Secretary, Mexican American School Board Association of Texas

Founding and Charter Member, Arlington Hispanic Chamber of Commerce

Charter Member, Arlington Classics Academy

Founder & President, IMAGE de Arlington

Charter Member, MPAC of Arlington

Vice President, United Hispanic Council of Tarrant County

Treasurer, Child Protective Services of Tarrant County Board

Chairman, City of Arlington Youth and Families Board

Vice President, Girls, Inc. of Arlington Board

Member, Boys & Girls Club of Arlington Board

Member, Latino Peace Officers Association

Youth Services Director, Rotary Club of Arlington

Education Chair, Community Relations Commission for the City of Arlington

Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee

President, Rotary Club of Arlington Foundation

... and many more

(current):

Rotary Club of Arlington, Webb Scholarship Sub-committee

Director, Water From The Rock

Member, St Vincent de Paul Women's Guild

Lee Henderson

817-896-4900 - Fort Worth, Texas / New York / Washington, D.C.

Highlights

Over a dozen years of political campaign and issue advocacy experience.

Leadership Roles: Director at Moms Demand Action / Everytown for Gun Safety & Texas Statewide Campaign Manager

Data Team for: President Obama's 2012 re-election, 2013 Planned Parenthood Affordable Care Act Enrollment Project, 2014 National Democratic Senate Campaign Committee, Michigan & 2014 Planned Parenthood Texas Votes PAC

As CFO of Micrin, established banking relationships, accounting & ERP systems, negotiated purchase & financing for capital equipment & real estate. Prepared forecasting models and analysis of trends, including authoring business plans for start-up ventures.

Experience

Director of Data Analytics and Engineering Everytown for Gun Safety / Moms Demand Action – 2016 to Present

Electoral and Grassroots Political Strategy; managing a team of employees, contractors and vendors.

Portfolio includes management of Applied Data Science, Staff and Consultants for Data Warehousing and Analytics, Collaborating with colleagues on: Field and Electoral Programs, Digital Fundraising, Direct Mail Fundraising, Digital Campaigning, Developing Targeting Universes for Electoral IE Work within Budget Constraints, Message Testing and Polling.

Deployed into March for Our Lives Campaign 2018; the movement begun by the Marjory Stoneman-Douglas High School Students of Parkland, Florida

- Assists in the management of the department; plans, directs, coordinates, and reviews the work plan for assigned staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Serves as a technical authority on data structure for the department, and provides value-added expertise in engineering subjects and projects.
- Manages and participates in the preparation and review of a variety of reports; conducts studies and prepares reports for current and long-range engineering projects.
- Assist with the development of a result oriented engineering team to service the organization's business and its customers.
- Identifies needs that are not being addressed by current projects and heavily contributes in the development of new projects.
- Identifies and implements innovative processes for tracking baseline performance in a number of operational areas.
- Must demonstrate an ability to thrive in environments with multiple stakeholders, frequent change, and diverse objectives.
- Must demonstrate excellent strategic thinking, operations, quantitative, and qualitative skills.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, policy, appropriate service and staffing levels.
- Manage the design, build, and maintenance of data pipelines for data ingest and reporting using clean, replicable and scalable Python, R and/or SQL.
- Manage the design, build, and maintenance of Salesforce databases for organization needs, and the integration of that data into other systems as needed.
- Manage the work with the Digital Team on the data integrations necessary for execution of digital products, such as campaign websites, mobile apps, and partner data exchanges.
- Support the needs of other departments in specialty data acquisition needs, and data science infrastructure.
- Manage the data pipelines roadmap, balancing multiple priorities by working with staff throughout the organization; make design decisions that give staff and members the power to use data themselves
- Manage staff to contribute documentation for new infrastructure and contribute to the Data Team's documentation at large.
- Design the data systems architecture and manage staff that run projects to support the maintenance and building of that design.
- Maintain a security-first mindset across all facets of the job, ensuring organization's data is handled with the utmost safety and care.
- Mentor staff in professional development of skills.

Political Campaigns & Non-profit Advocacy Consulting & Contracting – 2010 to 2016

Working for a number of clients and contract positions in all facets of political and non-profit campaigns, including specialty in campaign data. Many projects required custom software development. Other specific experience transferable to business: Budgeting, Recruitment, Marketing, Vendor Management.

Highlighted Projects:

Intern Human Resources Management System (DSCC) - 2014

Utilizing Amazon Redshift (AWS Cloud Big Data), Python, PHP, & PostgreSQL: system for prospecting, recruiting, performance & dispositioning of campaign interns. Essentially highly specialized HR Software.

Historic Volunteer Data Mining Software Engineering (DSCC) - 2014

Utilizing Amazon Redshift (AWS Hosted Big Data) & Python, Project parsed confidential volunteer activity data obtained from immediate past two Presidential Campaigns and apply a data model to score & prioritize volunteer recruitment prospects.

Field Goal & Progress Data System (Obama) - 2012

Utilizing Vertica, MS Access, .NET, and Google Docs. Rapid development project to define goals, update goals and analyze granular performance data of field staff for voter contact programs based on data models, historic performance, volunteer team strength acceleration & early voting progress.

Campaign Manager at Lon Burnam for Texas Railroad Commissioner – Fort Worth, Texas – 2015 to 2016

Brought up Campaign from scratch in 10 weeks over Christmas Holidays. Recruited and directed all staff hiring and all facets of statewide Democratic Primary campaign; Super Tuesday. Handled all Press Relations directly.

Deputy Data Director at Planned Parenthood Texas Votes PAC – Austin, Texas – 2014

Designing Voter Contact Universes. Analysis of Voting Patterns, Polling & Geographic Targeting of Direct Voter Contact Designing & implementing reporting systems. Supporting & mentoring Regional Data Team members.

Data Director at Michigan Democratic Coordinated Campaign – Detroit, Michigan – 2014

Dual reporting to Coordinated Director and *Democratic Senate Campaign Committee* (DSCC) National Data Director. Managing and consulting on all facets of campaign startup. Designing & implementing automated reporting systems. Mentoring of colleagues. Pioneering use of Amazon Redshift for analytics and modeling, as a more scalable and affordable substitute for Vertica. Modeling on Obama campaign data to assign scores to previous activists for re-engagement.

Regional Data Manager at Planned Parenthood Federation of America – Dallas, Texas – 2013 - 2014

ACA Outreach paid canvass project of Planned Parenthood Federation of America. Full suite of data management duties, campaign wide special projects, leadership positions, mentoring other regions' new staff. Includes training and recruitment of canvassers.

Skills Practiced: MS Access, Data Warehouse, PostgreSQL, ETL, SQL, Scripting, MS Excel, NGP VAN, Python, UNIX, GIS, DBA

Organizer at Stand with Texas Women – Austin, Texas - 2013

As a board officer of the ACLU of Texas, organized from the genesis of a coalition, through the filibuster, bus tour, rallies & marches. Worked with Planned Parenthood, NARAL, Democratic Party & other coalition organizations. Included Media Relations, Digital Organizing, Ground Organizing & relations with elected members & capitol administration staff.

Campaign Manager at Ashley Paz for Fort Worth ISD Board – Fort Worth, Texas - 2013

Campaign required marshaling a 5 week runoff community funded campaign and rapidly planning & executing a full campaign encompassing media relations, direct mail, field - dials & knocks & block captains, social media, fundraising, events, and voter protection. Defeated a 13-year incumbent in a race with challenging regional politics.

Deputy Data Director at Obama for America / Organizing for America - New Mexico Headquarters - 2012

Voter file management (VAN), supported reporting to National HQ, supported & trained staff, analyzed statewide data for the grassroots campaign to re-elect President Obama. Created custom daily early vote report & developed field planning visualization tools in combination with data from voter contact models for state leadership, identifying areas where strategic resource re-allocation was required. Worked with Analytics on Election Day modern "bellwether" tools using intraday voting data from new Voter Convenience Centers. Team delivered a vote margin of 11.9% in a battleground state.

Campaign Advisor at Kathleen Hicks for Congress - Fort Worth, Texas - November 2011 - March 2012

Provided general consulting support in an exploratory phase up the filing for office. Continued with representing the client, issuing guidance on the Texas Redistricting process, interviewing and selecting vendors, office setup, FEC guidance, planned events, recruited interns, and successfully transitioned duties to a on-staff campaign manager and finance director.

Technology Director at Tarrant County Democratic Party - February 2008 - December 2011

Provided expertise as both a contractor and volunteer to support the communications & technology efforts of the Tarrant County Democratic Party, including voter file management, telephone systems, written communications, online presence & social media.

Field & Political at Bill White for Texas - Fort Worth, Texas - June 2010 - November 2010

Mayor of Houston, Bill White, ran a well-funded Democratic campaign for Governor of Texas.

Served as North Texas Regional Deputy consisting of a 40-county area. Later, Field Organizing based in Dallas headquarters and served as a targeted campaign liaison. Every countywide elected office won; including close D.A. and County Judge races.

Executive Consultant at Micrin - Irving, Texas - April 2009 - April 2010

Provided consulting services in operations, strategic planning, execution, information systems, finance and equipment acquisition.

Professional Experience Prior to Political Career

Chief Financial Officer at Micrin - Irving, Texas - May 2003 - March 2009

OEM Manufacturer with portfolio of technologies in wireless radio and cellular industries, diversified into metal fabrication & automotive accessories. Responsibilities for Financial Compliance, Real Property Project and Capital Equipment Financing, Long Term Planning, Financial Projections and Analysis of Business Trends.

- During tenure, took company from \$750,000 to \$17 million revenue. Board of directors. Led company strategic planning.
- Directed Cash Control, Accounting Procedures, Period Reconciling, Tax Compliance & Business Process Development.
- Executive charged with a wide variety of operations requirements, including HR policies, benefits, hiring & compensation.
- In addition to Micrin's overall business management, understanding of engineering principles and manufacturing processes; maintained a significant role in formulating long-term business and marketing strategies, and shop process improvements.

Senior Developer at Bravo Zulu Interactive - Houston, Texas - March 2000 - April 2003

New media company servicing Fortune 500 customers for integrated marketing, web presence, branding & interactive media.

- A mentor for other developers at company. Recognized for excellent consulting skills with clients.
- Heavy exposure to advertising, oil & gas, and legal industries.
- Developed several in-house software solutions, including user intelligence profile matching, CRM, Content Management, & Student Loan Processing front-end web portals.
- Also completed implementations of enterprise software for content management at client sites. Accomplished DBA (relational database administration & development.)
- Known for expertise in advanced data-query construction and set-based problem solving.
- Became fluent in a wide variety of languages, including SQL, C, C++, Java, JavaScript, PHP, ASP/VBScript, Assembly.
- Systems administration and requirements planning for deployments: UNIX, Windows & heterogeneous environments.
- Adept at graphic design principles, content development, and branding development process as team member for projects.

Education

The University of Texas at Dallas, B.S. Computer Science
SMU Caruth Institute, Entrepreneurship Certificate Program, 2007

Public Service, Honors and Awards

City of Fort Worth – Plan Commissioner 2023-Present

Volunteer Committee Chair, Fort Worth Food + Wine Festival 2022
Immediate Past President, American Civil Liberties Union of Texas
Eagle Scout, Troop 326, Fort Worth

SteerFW Civic Engagement Founding Member 2011 - Present
Webby Award for client Marathon Oil Corporation 2002
Kinko's: Highest Profit Store in Company: 1998

Selected Campaign & Management Training

Numerous Professional Management Trainings

2006, Summer - Wellstone Campaign Management Training

2007, Spring - SMU Caruth Institute, Entrepreneurship Certificate Program

2014, Spring – New Organizing Institute Data Boot Camp Coach

Selected Campaign Projects

2006 – State Representative Campaign Manager (Democratic Challenger)

2008 – Tarrant County Democratic Party – Candidate Recruitment Committee

2008 General Election – Tarrant County Democratic Party. Technology Support and Organizing

2009 Texas Democratic Gubernatorial Debate as Lead Planner & Organizer, Hosted at Texas Christian University: Participating: Tom Schieffer, Hank Gilbert, Felix Alvarado. Kinky Friedman. Also Featured: Barbara Ann Radnofsky

2010 Bill White for Texas. Deputy Regional Director for North Texas (42 County Region). Transitioned to Dallas Headquarters Organizer. (Dallas County Only)

2011, Spring – Organized a large coalition of neighborhood associations & business associations to present and plan a Fort Worth mayoral runoff debate.

2011, Spring – Partnered with Tarrant County Democratic Party & Jim Lane for Mayor on Democratic Voter Turnout project. Member of campaign cabinet for runoff.

2011, Fall - Tarrant County Democratic Party Chairman's Brunch Annual Fundraiser – Finance Director & Event Planning, local elected Democrats as speakers, Sen Davis included.

2011, Fall – Spring 2012 Kathleen Hicks Congressional Campaign Manager, Dallas/Fort Worth, Texas

2012, Spring - Tarrant County Democratic Party Senate District Gala – Finance Director & Event Planning. Gilberto Hinojosa & Sen. Kirk Watson, speakers.

2012, Fall - Organizing for America / Obama for America – Deputy Data Director for state of New Mexico

2013, Spring - Ashley Paz Campaign Manager for Fort Worth ISD Trustee challenger to 13 year incumbent. Win.

2013, Summer - Stand with Texas Women

Began lobbying efforts with ACLU of Texas prior to “citizens filibuster” and continued organizing and providing support to the coalition through the end of the vote. Included one bus stop tour as advance.

2013, Summer - Wendy Davis Campaign

Special projects in the Fort Worth campaign office.

2013, Fall to 2013, Spring - Planned Parenthood Federation of America/Community Connect

Affordable Care Act Outreach. Directed a paid canvass to put people through the ACA Application process at the door. Data Management for regional organizing & events.

2014, Spring - Primary GOTV Data Director & Election Fraud Investigation Campaign Manager for a Texas State Representative

2014, Summer - Data Director Michigan Democratic Coordinated Campaign / DSCC

2014, Fall - Deputy Data Director for Planned Parenthood Texas Votes

2015, Spring - Municipal Election Clients as Campaign Advisor & Strategist in DFW area.

2015 – 2016 – Campaign Manager for top of the ticket Texas Statewide, with Contested Primary falling on Super Tuesday.

2016 – Present – Director for Everytown for Gun Safety / Moms Demand Action for Gun Sense in America



Mattie Peterson Compton

Mattie Peterson Compton, a native of Fort Worth, served 40 years as an Assistant United States Attorney for the Northern District of Texas, Fort Worth Division. During her tenure in office, she served as a line assistant, Deputy Civil Chief, and the Deputy Criminal Chief of the Asset Recovery Unit. Prior to working in the U.S. Attorney's Office, Compton clerked for the late Honorable David O. Belew, U.S. District Judge for the Northern District of Texas, and as an Assistant City Attorney for the City of Fort Worth. A member of the Tarrant County Bar Association, Compton chaired the Tarrant County Bar Foundation, is a Life Fellow of the Texas Bar Foundation, and is the 2017 recipient of the Tarrant County Bar Association's Blackstone Award, its highest honor.

Throughout her career she has also led a number of non-profits in the Fort Worth community. Among them are Easter Seals of Tarrant County, Multi-Cultural Alliance, L. Clifford Davis Legal Association, and Legal Aid of Northwest Texas (formerly West Texas Legal Services). She serves on the Board of Trustees of Smith College in Northampton, MA where she is a Vice-Chair of the Board.

She is the longtime chair of the Harriet Tubman Scholarship at Texas Christian University, Texas Wesleyan University, and Baylor University. She also has served in various capacities on the boards of a number of other non-profit and civic organizations, including United Way of Tarrant County, All Church Home (now ACH), Women's Center, and Child Study Center to name a few. She is a member of Fort Worth Rotary, where she will assume the position of Secretary of the Board of Directors on July 1, 2023.

Compton co-chairs the ACT (Acknowledge, Confess, Transform) Council at Broadway Baptist Church where she is a past chair of the Board of Deacons. She is a member of Fort Worth (TX) Chapter of The Links, Incorporated. During her 38 years of membership in that organization, she has served in a number of leadership positions at the local, area, and national levels. She is also a co-organizer of Fort Worth Dallas Metroplex (TX) Chapter of Chums, Incorporated, where she served as national parliamentarian from 2008-2021.

The recipient of an A.B. in African American studies from Smith College in Northampton, MA, Compton earned her J.D. degree at the University of Michigan School of Law in Ann Arbor, MI. She is licensed to practice law in Texas, and Michigan.

Michael Alfred Background

Mike Alfred is a 5th generation Texan who has called Tarrant County home since 2004, living first in Fort Worth and Arlington for over 10 years, and then in Colleyville for the last 8 years. Married to Caety for 21 years, they are the proud parents of a daughter, Lizzy, who is a senior at Fort Worth Christian; and a son, Colt, who attends Colleyville Middle School. Mike graduated from the University of Texas at Austin in 1995 and graduated with honors (top 10% of his class) from Southern Methodist School of Law in 2000. In 2001, he clerked for the Honorable John H. McBryde, United States District Judge for the Northern District of Texas, Fort Worth Division.

After working for a large, downtown law firm for over 20 years, Mike started his own boutique law firm in January 2023 with offices in Colleyville and Austin, Texas. His focus is on large, complex business, construction, and healthcare matters where he brings a unique skill set that includes tackling the tough cases, problem solving and simplifying complicated issues. Mike has been recognized since 2020 as a Texas Super Lawyer – an honor only given to the top 5% of practicing attorneys in Texas.

Mike's commitment to his community includes coaching youth baseball and football in Colleyville from 2017 to 2023 and serving on Leadership GCISC!, a Leadership Committee for the Grapevine Colleyville Independent School District. Mike and his family attend both The Hills Church in Keller, Texas and Legacy Church of Christ in North Richland Hills, Texas.

PHYLLIS GRISSOM ([REDACTED] Fort Worth, TX 76244)

A lifelong resident of Tarrant County, Ms. Grissom graduated from Eastern Hills High School in FWISD. She holds a bachelor's degree in journalism from Southern Methodist and a master's degree counseling from the University of North Texas. She has family ties to both Fort Worth ISD and HEB ISD and has served within the Northwest Independent School District on several committees over the last 15 years. From 2018-2024 she also served on the Fort Worth Library Advisory Board. She has also served as the National President of Tri Delta, a national women's organization, from 2012-2016. She and her husband have been married for 24 years and live in North Fort Worth where their children attend Northwest ISD.

Sayeda Bilqees Syed

Colleyville TX



Experience:

- **Tarrant County Appraisal Review Board (TARB)**, Member (January 2019 – March 2021). Served as a full board member, conduct protest hearing between Tarrant Appraisal District (TAD) and property owners including residential, commercial and business personal property and Mineral accounts.
- **Flood Control Engineer**, Trinity Watershed Management, City of Dallas.
- **Executive Engineer**, Progressive Manufacturing Department, Hino Motors Limited, Pakistan.
- **Program Engineer**, Army vehicle project for United Nations.
- **Lecturer, Visiting Faculty Member**, Mechanical and Manufacturing Engineering Department, N.E.D. UET.

Education:

- **ME, Mechanical Engineering** (Specialization in Manufacturing Engineering); (2005) N.E.D. University of Engineering & Technology.
- **BE, Mechanical Engineering** (2002) N.E.D. University of Engineering & Technology.

Residence:

- Colleyville, TX 2013 ~ Present
- Fort Worth, TX 2009 ~ 2013
- Bedford, TX 2007 ~ 2009

Professional Association:

- Member, American Society of Mechanical Engineers (ASME), West Texas Division, since 2012.
- Member, Society of American Engineers (SAE) International, Since 2012.

Colleyville Community Volunteer Experience:

- Planning & Zoning Commission / Capital Improvement Advisory Committee (Sept 2019 ~ Present).
- Metroport Teen Court Advisory Board (Nov 2017 ~ Present).
- Architectural Review Commission (Feb 2018 ~ Nov 2020, Commission dissolved by Colleyville City Council)
- Zoning Board of Adjustment / Sign Board of Appeals (Oct 2018 ~ Oct 2019).

Personal Information:

Born in Pakistan, migrated to United States in 2007 and proudly became US Citizen in 2011. My husband of 18 years, New York native Dr. Adnan Syed, who is a Clinical Pharmacist, he moved to Texas in 2005. Our two children, 11 years old Son Senan Syed and 9 years old daughter Safa Syed are enrolled in Grapevine Colleyville ISD.

Hello, I'm Scott Lindgren, and I am running for the Tarrant Appraisal District (TAD) Board of Directors.

I retired from AT&T after 29 years, starting as a technician and retiring as Director of Field Operations, where I managed teams of over 2,000 employees and oversaw a capital and expense budget exceeding \$250M annually. Additionally, I served as AT&T's Chief Information Officer for the AT&T Emergency Operations Center (EOC), directing disaster recovery efforts. Currently, I own and manage two small businesses and am actively involved in their daily operations.

I have served on the Haltom City Planning and Zoning Commission since 2018, including two years as chair. I am also currently serving as Place 4 on the Haltom City Council. My community involvement extends to serving on the Boy Scouts of America Fort Worth Council Board from 2009 to 2023, with a current role on its Advisory Board. Furthermore, I served on the Board of Directors for 1-800-DIG-TESS (811 for Texas) from 2007 to 2008. I have additional experience serving on various subdivision and non-profit boards. I hold two patents through AT&T Labs and have been honored with the Silver Beaver Award by the Boy Scouts. I served as lead for many mentoring circles and internships through the years, and I am an absolute believer in Servant Leadership.

My wife, Sue, and I have been longtime residents of Haltom City. Our children attended Keller School District, and two of them remain local. We frequently babysit our grandchildren and are longtime members of Milestone Church in Keller, where our children work.

I respectfully ask for your consideration in electing me to the TAD Board. Tarrant County is a wonderful place with outstanding schools, city services, and dedicated police and fire departments. I've witnessed the county's growth and the substantial increase in property values over the years. I also understand how property values impact school budgets, city budgets, hospitals, and other institutions affected by TAD decisions.

This year presents unique challenges, such as funding for school resource officers and significant changes to Tarrant County EMS. I believe the current TAD board has not fully put the forethought needed in these and other pressing issues. I bring a strong background in business and finance, as well as the perspective of a resident and property taxpayer in Tarrant County for over 24 years.

Thank you for your time and consideration.

Sincerely,

Scott Lindgren



Vince E. Puente, Sr.
Owner & President – Sales & Marketing



Bio – September 2024

Vince Puente is a proud native and resident of Fort Worth, Texas. He is a small business owner, who understands the balance of creating value for his clients, teammates and the community. He understands the importance of making payrolls, timely payments to his vendors and a respectable bottom-line to invest in the future. More importantly he believes the Lord and family come first and foremost.

Mr. Puente received his formal education via Fort Worth ISD and the University of Texas at Arlington. Early in his career, Mr. Puente immersed himself in education related to his skill set and industry field. It soon became apparent that this pursuit of education would be one of his ongoing, lifetime passions. As he took on additional responsibilities within **SOS**, he pursued personal education in each area. One prime example is that of marketing and advertising. With no formal education in these areas, it is safe to say Mr. Puente has built the **SOS** “brand”, resulting in **SOS** being one of the most recognizable companies in North Texas. In addition, **SOS** has received national recognition within its industry and the business community.

Mr. Puente is one who believes in active participation within his community. Currently he serves as Chairman of the **Tarrant Appraisal District** (TAD) and **Texas Values** Board of Directors. He recently rolled off the Board of Directors of the **Finance Commission of Texas** (Governor Abbott appointee), **YMCA of Metropolitan Dallas** and **Congresswoman Kay Granger’s** Hispanic Advisory Council. Mr. Puente has been previously named as Businessman of the Year for the Texas Association of Mexican American Chambers of Commerce, an Aflac Civic Leader, an Honoree for The Father of the Year Awards and State of Texas Small Business Champion.

When asked what accomplishments he feels represent his vision for excellence, one he will cite is **SOS Plaza**. This is the home of his companies, Southwest Office Systems, Inc. and Puente Brothers Investments. It is a 39,000 sq. ft., Class A facility on 2.5 acres across from the American Airlines World HQ. The document technology industry considers **SOS Plaza** to be one of the best in the nation. But what is truly amazing is that his companies and **SOS Plaza** are entirely debt-free.

However, Vince is not all business. He will tell you it is his **wife, Mona, and his kids, Vincent, Jr. and Lindsay, of which he is most proud.** His family is far more important to him than any business accomplishment he could ever desire. Vince and Mona are active members of their local Church and engaged in multiple organizations that touch our community throughout Tarrant County and the Great State of Texas!

Please see the following page

Principal Owner of:

- ❑ Southwest Office Systems, Inc.
- ❑ Puente Brothers Investments, LLC
- ❑ Harvison / Puente ETAL

Current Areas of Service:

- ❑ Tarrant Appraisal District (TAD) – Chairman - *Board of Directors*
- ❑ Texas Values – *Board of Directors*

Prior Areas of Service:

- ❑ Finance Commission of Texas – *Commissioner, Governor Abbott Appointee*
- ❑ YMCA of Metropolitan Dallas – *Executive Board of Directors*
- ❑ Congresswoman Kay Granger - *Hispanic Advisory Council*
- ❑ Dallas Regional Chamber – *Director/Executive Committee; Chair Small Business Initiative*
- ❑ Greater Irving Chamber of Commerce - *Director/Executive Committee, Chair Education Committee*
- ❑ North Dallas Chamber of Commerce – *Board of Directors*
- ❑ Big Brothers Big Sisters Lone Star – *Executive Board of Directors*
- ❑ Tarrant County Christian Prayer Breakfast - *Board of Directors, Secretary*
- ❑ Fort Worth Chamber – *Director/Executive Committee, Chair Local Business Development Committee*
- ❑ Texas Christian University – *Chancellor's Advisory Council*
- ❑ Casa Mañana Theatre – *Board of Directors*
- ❑ Camp Thurman – *Board of Directors and Immediate Past-President*
- ❑ Mercy Med-Flight – *Board of Directors*
- ❑ Congressman Joe Barton – *Hispanic Advisory Council*
- ❑ Fort Worth Hispanic Chamber of Commerce – *Board of Directors and Past Chairman*
- ❑ Greater Dallas Hispanic Chamber of Commerce – *Chair, Entrepreneur Investor Partner Committee*
- ❑ Texas Association of Mexican American Chamber of Commerce (TAMACC) – *Delegate*
- ❑ North Texas Commission – *Board of Directors*

Personal Recognition:

- ❑ Father of the Year Awards - *Honoree*
- ❑ Aflac Civic Leaders Award
- ❑ Texas Association of Mexican American Chambers of Commerce - *"Business Man of the Year"*
- ❑ Jewish Council for Public Affairs – *Israel Institute for Hispanic American Leaders*
- ❑ ESCR Bosslift – *Military Base Tours*

Company Recognition:

- ❑ Plains Capitol - *Well Managed Family Business of the Year Award*
- ❑ US Small Business Administration - *"Director's Choice" Award*
- ❑ Greater Dallas Hispanic Chamber of Commerce - *"Q & E Entrepreneur of the Year" Award (large company)*
- ❑ Fort Worth Chamber of Commerce - *"Small Business of the Year" Award (large company)*
- ❑ North Dallas Chamber of Commerce - *"Small Business of the Year" Award*
- ❑ NCTRCA – *"MBE Business of the Year" Award (Gold Level)*
- ❑ Sharp Electronics - *"Hyakuman Kai Elite" Award – Received four (4) times*
- ❑ OfficeDEALER - *"Elite Dealer" Award – Received two (2) times*
- ❑ TXU/Vistra Energy - *"Gold Star Supplier" Award*

Wendy Burgess is your Tarrant County Tax Assessor-Collector and has served since being elected in November 2018 and again in November 2020. Tarrant County is the 15th largest county by population in the US and currently has an approximate population exceeding 2.2 million people with over 1.9 million tax accounts. She is rolling off the TAD board on December 31st.

Burgess owned and operated a successful auto repair business for over 16 years. Later, she ventured into running her own IT company. She proudly served 6 years on Mansfield City Council, served her Rotary Club for 16 years, is a 2 time Paul Harris Fellow, and was Chairman of the Mansfield Chamber of Commerce after serving on the board for 7 years.

Wendy brings business experience and an understanding of the complexities of leading a current staff of over 215 employees and 8 countywide offices with an annual budget of \$18 million to benefit the people of Tarrant County. This office collects a total of \$6.5 billion annually in total revenue. The Tax Office collects for 86 taxing entities in Tarrant County and the State Comptroller predominately through property taxes, state motor vehicle sales tax, and vehicle registration. Complex accounting and reporting are critical in her operations as it is the most audited office in the county and has a stellar audit reputation. In 2023, her office was the first large county to achieve Gold recognition in the TxDMV Performance Review Process. This year-long audit focused on best practices, innovation, operational efficiencies, customer experience, and fraud prevention. Her office has become known for its #ServiceWithaSmile provided to customers in 8 branch locations throughout Tarrant County.

Tax Assessor-Collector Burgess understands the unique symbiotic relationship between the entities and taxpayers. She is eager to listen to industry experts and navigate difficult discussions related to the legal actions this board may consider. Big decisions should be made after thoughtful analysis recognizing the myriad of potential factors impacting all stakeholders.

Burgess is the longest-serving member on the TAD board and is the only subject matter expert currently proposed to serve the entities with the 4 highest designations available to Assessor-Collectors and is a Certified Property Tax Instructor. The entities know Ms. Burgess because they work with her on the collection side, where she runs a highly efficient

operation that collects \$5 billion in property tax on their behalf. The entities will recall when, after being in office for only 5 months, Ms. Burgess solved a decades-long cash flow problem for them related to recalculations, refunds, agreed judgments, and litigation that started at \$15 million and has now reached an astounding \$90 million a year. This is money that, by law, must be refunded by the Tax Office on behalf of the entity within 60 days of certification by the Chief Appraiser. In many cases, the entities have received and spent this money years ago, which is why this solution was hailed as a saving grace by so many entities over the past 5 1/2 years. This is one example of why entities need Wendy Burgess on the TAD Board.

TOWN OF WESTLAKE

RESOLUTION NO. 24-78

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE CASTING OF WESTLAKE'S ALLOCATED VOTES FOR APPOINTMENT TO THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Tarrant Appraisal District is an appraisal district for the Town of Westlake, Texas and it has a governing board of directors that are selected by participating subdivisions; and

WHEREAS, the Town of Westlake is one of the participating political subdivisions within Tarrant County; and

WHEREAS, the current terms of five appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2024 and new appointees must be selected and appointed by election;

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 Mayor of the Town of Westlake, Texas is hereby authorized, on behalf of the Westlake Town Council, to cast the Town of Westlake's allocated 4 votes on the official ballot for the election of _____ to the Tarrant Appraisal District Board of Directors.

SECTION 3: A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.

SECTION 4: Further, the Town Secretary is hereby directed to forward a certified copy of this resolution to Mr. Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, 2500 Handley Ederville Road, Fort Worth, TX 76118 or by email to jwooddell@tad.org.

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 9th DAY OF DECEMBER, 2024.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



OFFICIAL BALLOT

**ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS
TARRANT APPRAISAL DISTRICT**

The following are the candidates that were timely submitted by nominating resolutions for appointment to the five (5) voting positions on the Board, listed alphabetically.

Please indicate your taxing unit’s vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Mr. Alan Blaylock
	Ms. Wendy Burgess
	Mr. Fred Campos
	Ms. Mattie Peterson Compton
	Mr. Eric Crile
	Dr. Daryl Davis
	Mrs. Phyllis Grissom
	Mr. Lee Henderson
	Mr. Scott Lindgren
	Mr. Gary Losada
	Ms. Gloria Peña
	Mr. Vince Puente
	Ms. Sayeda Syed

IMPORTANT: This ballot must be returned **before December 15, 2024** to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org. Because December 15th falls on Sunday this year, statute permits receipt through midnight on Monday, December 16th.

Please *attach this ballot to the resolution* passed by your taxing unit authorizing this vote.



Town of Westlake

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

Staff Report

File #: RES 24-79 C

Agenda Date: 12/9/2024

Agenda #: G.2.

TOWN STAFF REPORT RECOMMENDATION

(TABLED 11/11/2024) Discuss, consider and act to cast the Town of Westlake's allocated vote for appointment to the Denton Central Appraisal District Board of Directors (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

This item was tabled by Town Council on November 11, 2024 until the December 9, 2024 meeting. An approved motion to remove the item from the table for consideration is required prior to discussion and consideration of the item.

The terms of five of the current Directors of the Denton Central Appraisal District (DCAD) expire December 31, 2024. Attached is correspondence from DCAD regarding the process to elect board members, a list of nominated candidates and candidate bios for review.

The Town of Westlake is entitled to cast 1 vote for a nominated candidate for the DCAD Board of Directors. The Property Tax Code requires that votes be determined in an open meeting by resolution. Nominees who receive the largest cumulative vote total are elected to the Board.

STAFF RECOMMENDATION:

Staff recommends that Town Council remove the item from the Table and take action to cast the Town of Westlake's 1 vote for a candidate(s) to appoint to the Denton Central Appraisal District Board of Directors.

ATTACHMENT(S):



1. DCAD Letter to Taxing Units re DCAD BOD Election
2. DCAD Vote Allocations
3. Resolution 24-79
4. Biographies of Nominees

TOWN COUNCIL ACTION/OPTIONS:

- 1) A. Motion to remove the item from the Table
B. Motion to cast the Town of Westlake's allocated vote for a candidate to appoint to DCAD Board of Directors
- 2) Take no action



Denton Central Appraisal District
 3911 Morse Street
 Denton, TX 76208

(940) 349-3800

 www.dentoncad.com

TO: Denton County Taxing Units
 FROM: Don Spencer, Chief Appraiser
 DATE: October 23, 2024
 SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Rob Altman	<i>City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake</i>
2. Henry Benjamin III	<i>Frisco ISD</i>
3. Alex Buck	<i>City of Highland Village, Denton County, City of Lewisville, City of Southlake</i>
4. Vicki Byrd	<i>City of Denton</i>
5. Bryan Dodson	<i>Frisco ISD</i>
6. Jared Eutsler	<i>City of Corinth</i>
7. Sean Frank	<i>Frisco ISD</i>
8. Mike Hennefer	<i>City of Carrollton, City of The Colony, Denton County, C-FB ISD</i>
9. Ray Martin	<i>Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake</i>
10. Ann Pomykal	<i>Denton County, City of Lewisville, City of Southlake</i>
11. Sandeep Sharma	<i>Town of Flower Mound</i>
12. Charles Stafford	<i>Denton ISD, City of Denton, City of Southlake, Pilot Point ISD</i>
13. Osiris Wade	<i>Frisco ISD</i>
14. Bruce Yeager	<i>Ponder ISD</i>
15. **David Terre	<i>Nominated by City of Denton <u>Does not desire to be re-elected</u></i>

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT				
2024 DISTRIBUTION OF VOTES				
JURISDICTIONS		2023 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	60,114,589.31	2.1028%	105
S02	AUBREY ISD	34,321,369.54	1.2006%	60
S03	CARROLLTON-FB ISD	59,321,215.50	2.0751%	104
S04	CELINA ISD	3,146,365.81	0.1101%	6
S05	DENTON ISD	363,897,514.29	12.7291%	636
S15	ERA ISD	1,316.27	0.0000%	1
S06	FRISCO ISD	185,710,323.80	6.4962%	325
S07	KRUM ISD	22,973,409.13	0.8036%	40
S08	LAKE DALLAS ISD	38,574,582.69	1.3493%	67
S09	LEWISVILLE ISD	640,496,706.05	22.4046%	1120
S10	LITTLE ELM ISD	99,672,541.66	3.4865%	174
S11	NORTHWEST ISD	211,182,352.68	7.3872%	369
S12	PILOT POINT ISD	12,242,011.09	0.4282%	21
S13	PONDER ISD	16,192,375.42	0.5664%	28
S17	PROSPER ISD	44,883,909.88	1.5700%	79
S14	SANGER ISD	25,430,897.51	0.8896%	44
S16	SLIDELL ISD	752,781.09	0.0263%	1
SCHOOL DISTRICTS TOTALS		\$1,818,914,261.72	63.626%	3182
G01	DENTON COUNTY	\$332,669,895.73	11.64%	582
CITIES:				
C26	TOWN OF ARGYLE	4,743,192.10	0.1659%	8
C01	CITY OF AUBREY	4,743,753.36	0.1659%	8
C31	TOWN OF BARTONVILLE	1,098,332.46	0.0384%	2
C02	CITY OF CARROLLTON	66,820,813.21	2.3374%	117
C49	CITY OF CELINA	5,780,996.55	0.2022%	10
C03	CITY OF THE COLONY	49,370,888.63	1.7270%	86
C21	TOWN OF COPPELL	1,189,865.11	0.0416%	2
C27	TOWN OF COPPER CANYON	1,486,063.82	0.0520%	3
C04	CITY OF CORINTH	17,538,879.40	0.6135%	31
C20	CITY OF DALLAS	17,277,441.44	0.6044%	30
C05	CITY OF DENTON	107,856,823.32	3.7728%	189
C42	CITY OF DISH	214,089.77	0.0075%	1
C30	TOWN OF DOUBLE OAK	1,236,380.77	0.0432%	2
C47	TOWN OF CORRAL CITY	19,122.17	0.0007%	1
C07	TOWN OF FLOWER MOUND	59,647,226.67	2.0865%	104
C36	CITY OF FORT WORTH	43,511,254.84	1.5220%	75
C32	CITY OF FRISCO	77,125,010.53	2.6978%	135
C39	CITY OF GRAPEVINE	353.40	0.0000%	1
C22	TOWN OF HACKBERRY	215,931.00	0.0076%	1
C38	CITY OF HASLET	4,273.59	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,513,775.76	0.0879%	4
C08	CITY OF HIGHLAND VILLAGE	16,016,996.76	0.5603%	28
C09	CITY OF JUSTIN	6,157,278.77	0.2154%	10
C18	CITY OF KRUGERVILLE	1,306,852.91	0.0457%	2
C10	CITY OF KRUM	4,569,621.33	0.1598%	8
C11	CITY OF LAKE DALLAS	4,221,993.88	0.1477%	7
C25	CITY OF LAKEWOOD VILLAGE	676,945.12	0.0237%	1
C12	CITY OF LEWISVILLE	87,690,250.13	3.0674%	153
C13	TOWN OF LITTLE ELM	45,921,404.02	1.6063%	80
C45	CITY OF NEW FAIRVIEW	57,369.53	0.0020%	1
C33	TOWN OF NORTHLAKE	8,206,500.28	0.2871%	14
C24	CITY OF OAK POINT	4,480,417.82	0.1567%	8
C14	CITY OF PILOT POINT	4,286,872.10	0.1500%	8
C29	CITY OF PLANO	7,098,097.71	0.2483%	11
C15	TOWN OF PONDER	2,180,652.92	0.0763%	3
C48	CITY OF PROSPER	12,225,453.38	0.4276%	20
C51	TOWN OF PROVIDENCE VILLAGE	5,459,672.92	0.1910%	10
C17	CITY OF ROANOKE	11,368,927.41	0.3977%	20
C16	CITY OF SANGER	8,914,071.23	0.3118%	15
C34	TOWN OF SHADY SHORES	1,555,153.67	0.0544%	2
C37	CITY OF SOUTHLAKE	824,974.30	0.0289%	1
C28	CITY OF TROPHY CLUB	11,354,591.12	0.3972%	20
C44	TOWN OF WESTLAKE	220,870.82	0.0077%	1
CITY TOTAL		\$707,189,436.03	24.74%	1236
TOTAL ALL JURISDICTIONS		\$2,858,773,593.48	100.00%	5000

TOWN OF WESTLAKE

RESOLUTION NO. 24-79

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE CASTING OF WESTLAKE’S ALLOCATED VOTE FOR APPOINTMENT TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Denton Central Appraisal District is an appraisal district for the Town of Westlake, Texas and it has a governing board of directors that are selected by participating subdivisions; and

WHEREAS, the Town of Westlake is one of the participating political subdivisions within Denton County; and

WHEREAS, the current terms of five appointed members of the Denton Central Appraisal District Board of Directors will expire on December 31, 2024 and new appointees must be selected and appointed by election;

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, Texas does cast vote(s) accordingly as represented below:

CANDIDATE NAME	NUMBER OF VOTES
_____	1

SECTION 3: Further, the Town Secretary is hereby directed to forward a certified copy of this resolution to Mr. Don Spencer, Chief Appraiser, Denton Central Appraisal District, 3911 Morse Street, Denton, TX 76208 or by email to misty.baptiste@dentoncad.com.

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 9th DAY OF DECEMBER, 2024.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Alex Buck

Name _____

Highland Village, TX 75077

Address/City/Zip _____

Cell Phone _____ E-mail _____

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

After serving 2 terms on the Denton CAD Board of Directors, I have seen the staff perform exceptionally well with an understaffed workforce & a changing market place regarding values. The challenges in front of DCAD moving forward include: ① Continuing to increase staff at a manageable rate, ② Exploring every avenue to keep the staff's productivity maximized ③ Training the new & existing personnel ④ Exploring facilities to house expanding staff while maximizing an customer service ⑤ Being a responsible steward of our member institutions contributions.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

*As a 45 year resident of Denton County dedicated to service I am humbled to even be considered for this post. My goal is to continue to be responsive to all of our member entities needs & concerns. I have observed many of your meetings both online & in person to familiarize myself with your varied interests & points of view. I plan to continue that practice if selected for a second term.
(See attached resume)*

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

ALEXANDER LARKIN BUCK

PROFESSIONAL EXPERIENCE:

Quivira Enterprises, LLC. 1993 to present.

Responsible for building, marketing and acquisition of 300,000 square feet of commercial space in Lewisville and Flower Mound targeting startup businesses. Owner & CEO.

Lomas & Nettleton: 1983-1991

Responsible for acquisition, analysis, financing, zoning, sales, and infrastructure development of approximately 8,000 acres of real estate located in 5 states. Locally these included subdivisions in Corinth, Lewisville and Coppell.

EDUCATION

Southern Methodist University, 1983. Bachelors in Business, Concentration in Finance

PERSONAL

DCAD Board of Directors, 2021-2024

Medical Center of Lewisville Board of Trustees, Chairman- 2011-2017

Rotary Club:1993 to present.

Board Member 17 years. President -2012

Lewisville Education Foundation: 1995 to present

Past President and Life time Board Member

Scholarship Reader and School Chairman 1999-present

Marcus High School Liaison, 1998-2015

Endowed Buck Family Scholarship

Endowed Eiler & Adlaine Buck Scholarship

Endowed Evelyn Buck Elementary Teacher of the Year Award

Endowed Rowena McReynolds Teacher Grant

Texas Parent Teacher Student Association (PTSA) Life Member

Lewisville Independent School District

Bond Election PAC Treasurer 2005, 2008, 2017, 2023 and 2024

Bond Oversight Committee 2011 to 2013

School Finance Advisory Member 2018-2019

Golden Apple Award, 2008.

Champion for Kids Award, 2013

Donated and built 3 playground shelters for elementary and middle schools

Marcus Volleyball Booster Club President

InCubator Ed Mentor 2018-2020

Marcus Mentorship Program 2006-2008

Lewisville Economic Development Foundation, 2004 to 2008 President -2008

Dallas Home Builders Board Member, 1997 to 2002

Denton Home Builders Board Member, 1994 to 2005
President- 1998.

Member of Highland Village Master Plan Committee, 1998

Boy Scouts of America Silver Eagle Award, 2009

Lewisville Chamber of Commerce Citizen of the Year-2011

Lewisville High School Hall of Fame, 2021

Father of the three most beautiful children in the world

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Bryan Johnson
Name _____

_____, FRISCO, 75033
Address/City/Zip _____

Cell Phone _____ E-mail _____

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

AS A FORMER TRUSTEE FOR FRISCO ISD, I WAS APPROACHED ABOUT POSSIBILITY OF SERVING IN THIS ROLE, IF ELECTED. I AM HERE AND WILLING TO SERVE MY COMMUNITY IN THIS ROLE IN AN HONORABLE WAY, AS I HAVE IN THE PAST SERVING AS AN ELECTED OFFICIAL, AS WELL AS, VARIOUS BOARDS.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

SERVED ON: FRISCO ISD SCHOOL BOARD
CITY OF FRISCO CDC MEMBER
CITY OF FRISCO PLANNING & ZONING
CITY OF FRISCO BOARD OF ADJUSTMENTS
FRISCO EDUCATION FOUNDATION
MEMBER FRISCO FIRST BAPTIST
YOUTH SOCCER COACH

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

RECEIVED

OCT 21 2024

Nominee Information
Denton Central Appraisal District Board of Directors

DENTON CENTRAL APPRAISAL DISTRICT

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Mike Hennefer
Name

████████████████████ Carrollton, TX 75010
Address/City/Zip

████████████████████████████████████████████████████████████████████████████████
Cell Phone E-mail

- 1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
- 2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
- 3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
- 4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
- 5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
- 6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
- 7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I want to serve because I think I would be a good board member. Why? I have good experience.

I have owned a commercial property management firm since 1991. We have managed over 30 million square feet of commercial buildings. During that time I have personally handled informal protest, formal protest and even engaged some lawsuits. I understand the valuation process and the protest process.

I know how to ask questions. As an elected city councilmember (City of Carrollton) and as a business owner, I learned the value of asking questions. I'd rather be the man with the right questions instead of the man who thinks he knows all the answers.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I tackle problems in a positive way. A good property manager looks for and fixes problems before they become serious. As a DCAD board member I will operate the same way. There are some problems. Taxed entities are not entirely satisfied with DCAD. Why?

DCAD has some problems with limited staffing and meeting deadlines. Why?

What improvements can be made to satisfy the taxed entities. What improvements

can be made to support and improve DCAD. I am willing to look seriously at these and other issues.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

MIKE HENNEFER

for DCAD BOARD OF DIRECTORS



EXPERIENCED

- Informal Appeals
- Appraisal Review Boards
- Appraisal Lawsuits
- Elected to Carrollton City Council
- Treasurer Metrocrest Hospital Authority
- Vice Chair Trinity River Authority

SEASONED

- City of Carrollton Audit Committee
- North Texas Council of Government Emergency Preparedness Planning Council
- Dallas County Medical Reserve Corps
- Member of Transit Oriented Development
- Dallas Red Cross Liaison

Businessman

- Owner: Corporate USA Real Estate Services, have managed 30 million Sq. Ft. Commercial Buildings
- Owner: Corporate Contractors, Built 50 Million Sq. Ft.
- Texas Real Estate Broker since 1991
- Owner: Advanced Environmental Management

Family Man

- Lived in Denton County for 39 Years
- Raised 4 Children, Who Graduated from LISD Schools
- Married 50 Years
- 12 Grand Children

Man of Faith

- Grateful Believer in Jesus Christ
- Served in Many Callings and Positions in My Church
- Served as Program Coordinator for 60 Addiction Recovery Groups in North Texas

Mike Hennefer Campaign
Email mike@mikehennefer.com
Cell (214) 802-1382

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Name Raymond (Ray) Martin

Address/City/Zip [Redacted] Lewisville, Tx 75056

Cell Phone [Redacted] E-mail [Redacted]

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have been very blessed personally and professionally and have a life goal of servant leadership, giving back and paying forward. Through this life commitment along with my residential and commercial real estate and information technology experience, and a demonstrated commitment to community service, I am excited about making meaningful contributions as a DCAD Board Member, as we together, capitalize on the opportunities and address the complex challenges facing the DCAD entities and the DCAD.

-
11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

As a new DCAD Board Member I would engage with the DCAD Board, the DCAD entities, and the DCAD to listen and gain an in-depth understanding of the challenges facing us. From there I would be an advocate, ensuring that the DCAD Board empowers the DCAD to successfully meet its obligations to the DCAD entities and stays true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency. I have 10+ years of residential and commercial real estate experience, and 35+ years of information technology experience in business process management, software asset management, and change management, and 25+ years of dedicated community service. My diverse experience and servant leadership along with my analytical mindset and strong problem-solving and process improvement skills would be invaluable in my role as DCAD Board Member.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

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Ann Pomykal
Name

Corinth, TX 76210
Address/City/Zip



Cell Phone

E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____

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 - a. If yes, what years were you employed? _____

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9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Will bring to the Denton CAD Board of Directors the following:

- 1. Completed 2 terms on Denton CAD Board*
- 2. Strong Business Experience - 27 years at TX Instruments in Key Leadership roles, last 7 years as Ex. Director T.I. Foundation*
- 3. Proven track record of board leadership across the metropolitan area on Board of United Way of Denton County*
- 4. Strong ties to Denton County - grew up in Denton, raised children in Lewisville & grand children in Highland Village*
- 5. Strong commitment to learning*

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.

Being Director of Corporate Citizenship @ T.I. & the T.I. Foundations have given me a strong financial & business base for this opportunity.

My highest priority is my family & being outdoors.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Name

Address/City/Zip

Cell Phone

E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
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11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com



Town of Westlake

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

Staff Report

File #: RES 24-84

Agenda Date: 12/9/2024

Agenda #: G.3.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act to approve Resolution 24-84 approving a Development Agreement between the Town of Westlake, Texas and Fenway Development, Inc., for subdivision improvements for Solana Hills, a residential development to be designed and built in adjacency to Sam School Road. (Jason Alexander, AICP, CEcD, Deputy Town Manager)

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

BACKGROUND:

Working closely with the Department of Planning and Development, Fenway Development, Inc., has prepared a development agreement (this "Agreement") pursuant to those provisions in Sec. 102-316 of the Town of Westlake Code of Ordinances entitled, "Development agreements" --- and the provisions in their PD, Planned Development District for Solana Hills --- as approved by the Town Council on October 9, 2023 ("Ordinance No. 982").

Ordinance No. 982 also requires that Solana Hills be developed as a single phase.

Fenway Development, Inc. intends to develop Solana Hills as a community of 55 detached single-family residences on approximately 32.88 acres fronting Sam School Road.

As proposed, the terms and conditions in this Agreement address the items required by Sec. 102-316 of the Town of Westlake Code of Ordinances for the creation and retention of public and private benefits --- with an emphasis on the following:

- That the Town of Westlake will assist with obtaining all permits and filings necessary to provide water to the development, as the development is located within the City of Southlake Water Certificate of Convenience and Necessity;
- That the Town of Westlake and Fenway Development, Inc. will equally share the costs to make improvements to Sam School Road (the improvements to Sam School Road will be bid, and Fenway Development, Inc. will escrow their portion of the costs to improve the road, and the escrowed funds must be provided to the Town before any application for a building permit may be made);
- That the timing for commencement and completion of the improvements to Sam School Road shall be at the sole discretion and option of the Town Manager, however, reasonable notice will be provided to Fenway Development, Inc. to ensure that funds have been escrowed for their portion of the improvements;
- That Westlake Academy will receive \$15,000.00 for each residential lot to be developed within Solana

Hills (the payment must be received by the Town before the final plat may be recorded); and

- That building materials and other architectural standards will be enforced pursuant to the homeowners' association documents and the standards found in Ordinance No. 982.

DISCUSSION:

The provisions in Sec. 102-316 of the Town of Westlake Code of Ordinances entitled, "Development agreements", states that a development agreement "shall be required of all land which is platted for development purposes and all planned development zoning."

This Agreement satisfies those requirements, and establishes specific obligations and responsibilities for the Town of Westlake and Fenway Development, Inc. The primary purpose of this Agreement is to ensure that improvements and infrastructure appropriately serve the individual lots within the development and the responsible party.

FISCAL IMPACT:

Ordinance No. 982 and this Agreement calls for improvements to the currently unimproved section of Sam School Road adjacent to Solana Hills. The unimproved portion of Sam School Road is from the Town of Westlake / City of Southlake municipal boundaries to the portion of Sam School Road that changes from a two-lane asphalt road to a four-lane concrete road. As contemplated by the terms and conditions of this Agreement, the Town of Westlake and Fenway Development, Inc. will equally share in the costs to improve Sam School Road on the basis of rough proportionality (i.e., that exactions must be roughly proportionate to the likely impact of the development).

Further, Fenway Development, Inc. is responsible for fees to produce engineering documents, plans, and schematics related to improvements to Sam School Road.

Finally, this Agreement will provide the Town with the appropriate time to receive bids for the improvements and a definitive cost for improvements to Sam School Road to be shared. Thus, this allows for timely budgeting on the part of the Town of Westlake and Fenway Development, Inc.

DEPARTMENT OF PLANNING AND DEVELOPMENT RECOMMENDATION:

The Department of Planning and Development recommends approval of this development agreement.

ATTACHMENT(S):

1. Resolution 24-84
2. Exhibit "A" - Development Agreement
3. Exhibit "B" - Subject Property
4. Exhibit "C" - Sam School Rd

TOWN COUNCIL ACTION / OPTIONS:

- 1) Motion to approve;
- 2) Motion to approve with amendments;

- 3) Motion to deny; or
- 4) Motion to table to a specific date.

TOWN OF WESTLAKE

RESOLUTION NO. 24-84

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT FOR SUBDIVISION IMPROVEMENTS BETWEEN THE TOWN OF WESTLAKE, TEXAS AND FENWAY DEVELOPMENT INC. FOR THE SOLANA HILLS RESIDENTIAL DEVELOPMENT (PD10 ZONING DISTRICT), AND AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT.

WHEREAS, the concept/development plan for the PD10 Zoning District was approved by the Town Council by Ordinance 982 on October 9, 2023; and,

WHEREAS, the Town of Westlake, Texas (the “Town”) is a duly created and validly existing Type A General Law Municipality, created under the laws of the State of Texas, including particularly, but not by way of limitation, Chapter 51, Texas Local Government Code, as amended (the “Code”); and

WHEREAS, the Town and Fenway Development, Inc. (the Developer) desire to enter into an agreement through a Development Agreement, which sets out certain responsibilities for the Town and the Developer as it relates to the development in Westlake; and,

WHEREAS, the Developer as the owner of land located within the Town, intends to develop the approximately 32.88 acres of land fronting Sam School Road (the “Property”), and the development and construction on the Property is expected to significantly enhance the tax base of the Town; and

WHEREAS, the Town and the Developer desire to enter into a partnership to continue this planned growth through a Development Agreement for Subdivision Improvements, which sets out responsibilities for the Town and the Developer as it relates to the development in Westlake; and,

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

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

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

SECTION 2: That, the Town Council of the Town of Westlake, Texas, hereby approves the Development Agreement for Subdivision Improvements attached hereto as **EXHIBIT “A”**, with the Developer; and further authorizes the Town Manager to execute said agreements and pursue any necessary procedures on behalf of the Town of Westlake.

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 9TH DAY OF DECEMBER 2024.

Kim Greaves, Mayor

ATTEST:

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBITS

EXHIBIT “A” — DEVELOPMENT AGREEMENT FOR SUBDIVISION IMPROVEMENTS

EXHIBIT “B” — SUBJECT PROPERTY

EXHIBIT “C” — SAM SCHOOL ROAD

EXHIBIT “A”

DEVELOPMENT AGREEMENT FOR SUBDIVISION IMPROVEMENTS

FOR

SOLANA HILLS

This Development Agreement (this “**AGREEMENT**”) is made and entered into on this [REDACTED] day of [REDACTED], 20[REDACTED] (the “**EFFECTIVE DATE**”) by and between the Town of Westlake, Texas, a General Law Municipality located in the State of Texas (the “**TOWN**”), and Fenway Development, Inc., a corporation duly incorporated in the State of Texas (the “**DEVELOPER**”) to establish the terms and conditions for designing and installing infrastructure and other related improvements for Solana Hills, a residential development approved by Ordinance No. 982 by the Town Council on the 13TH day of **OCTOBER, 2023** (the “**DEVELOPMENT**” as further defined below). The Town and the Developer may also be referred to collectively as the “**PARTIES**”, or individually as a “**PARTY**”.

WHEREAS, the Developer either owns or will own certain real property more particularly described on **EXHIBIT “B”** attached hereto and incorporated herein by reference for all purposes (the “**PROPERTY**” as further defined below); and

WHEREAS, the Developer intends to develop (or cause to be developed) the Property as the Development in accordance with the rules, regulations, and provisions as set forth in Ordinance No. 982, approved by the Town on the 13TH day of **OCTOBER, 2023**; and

WHEREAS, the Parties desire to clarify certain rules and regulations of the Ordinance No. 982, approved by the Town on the 13TH day of **OCTOBER, 2023**, for there to be certain assurance

in the development requirements for the Property, including incorporating agreed upon standards for building materials and aesthetic methods for the design and construction of buildings and other structures within the Development, while recognizing the Developer's reasonable expectations in the development of the Property, as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE I.

DEFINITIONS

PARAGRAPH 1.01. "DEVELOPMENT" shall mean the construction of single-family residential dwelling units and other structures as permitted by Ordinance No. 982, approved by the Town Council on the 13TH day of **OCTOBER, 2023**.

PARAGRAPH 1.02. "FINAL PLAT" shall mean the map of a subdivision or addition to be recorded after approval by the Town Planner and any accompanying material and additional requirements as described in the Town of Westlake, Texas Code of Ordinances. The Final Plat shall conform to all the applicable requirements set forth in the Town of Westlake, Texas Code of Ordinances and State Law.

PARAGRAPH 1.03. "PROPERTY" shall mean the 32.8 acres of real property, more or less, located wholly within Tarrant County and on which the Development shall be located.

PARAGRAPH 1.04. "SUBSTANTIAL COMPLETION" or the phrase **"SUBSTANTIAL COMPLETION OF THE DEVELOPMENT IMPROVEMENTS"** shall

mean the installation of utilities and infrastructure serving the Development that may not be completed and accepted by the Town Manager (as further defined below), but have a certain level of reasonable function and use. For the purposes of this Agreement, “Substantial Completion” and the phrase “Substantial Completion of the Development Improvements” shall be solely applicable to the inspection and the full or the partial acceptance of common utilities and infrastructure that are necessary to adequately serve this Development including, but not limited to, streets, utilities, et cetera.

PARAGRAPH 1.05. “TOWN ENGINEER” shall mean a person employed or otherwise appointed by the Town as a professional engineer licensed by the State of Texas who is responsible for reviewing and approving engineering plans and other related technical documents for the Town.

PARAGRAPH 1.06. “TOWN MANAGER” shall mean the Town Manager of the Town, or their designee.

ARTICLE II.

CONSTRUCTION OF IMPROVEMENTS

PARAGRAPH 2.01. Prior to commencing construction of the Improvements as set forth under the terms and conditions of this Agreement, the Parties acknowledge and agree to all of the following:

A. Soil Testing and Related Geotechnical Work. The Developer is hereby authorized to commence soil testing and related geotechnical work necessary for preparing and submitting an accurate and complete Final Plat; provided, however, that in conducting soil testing and related

geotechnical work, all trees and vegetation that are protected by applicable codes, ordinances, and regulations of the Town shall be preserved and protected. The removal of any protected trees shall result in fines and penalties as established by the Town of Westlake, Texas Code of Ordinances.

B. Preliminary Site Evaluation. For the purposes of this Agreement and the provisions as found in Ordinance No. 982, approved by the Town Council on the **13TH** day of **OCTOBER, 2023**, the preliminary site evaluation was approved by the Town on the **20TH** day of **MAY, 2024**.

C. Final Plat. The Parties hereby agree that a Final Plat that is prepared and submitted in accordance with all applicable rules, regulations, and requirements of the Town as set forth in the Town of Westlake Code of Ordinances shall fulfill and satisfy the requirement to “vacate and replat that vacates Lot1R1-1, Block 2 from the Westlake / Southlake Park Addition Number One” as found in Ordinance No. 982, approved by the Town Council on the **13TH** day of **OCTOBER, 2023**, for all intents and purposes therein. The Parties shall not construe that approval of the Final Plat shall constitute approval, completion, or satisfaction of any other requirements as set forth in Ordinance No. 982, approved by the Town Council on the **13TH** day of **OCTOBER, 2023**.

D. Release of Building Permits. Except as otherwise provided for in the terms and conditions of this Agreement, no building permits shall be released by the Town Manager for construction on any lot of record.

E. HOA Documents. The HOA (as defined below in this Agreement) Documents shall be prepared and presented to the Town Council for review and approval in accordance with all the provisions as set forth in Ordinance No. 982, approved by the Town Council on the **13TH** day of **OCTOBER, 2023**. In no circumstance shall the Town Manager release any building permit unless and until the HOA Documents have been approved by the Town Council.

F. Expedited Development Review. Notwithstanding any fees adopted by the Town for expedited development review and approval, the Developer may make a formal request for an expedited development review subject to fee payment and the following considerations:

1. Architectural standards contained within the HOA Documents that solely focus on building walls, building openings, building attachments, roofs, and visual screening; and

2. Architectural standards shall be legally binding on the Developer and their successors and assigns, including future property owners within the Development.

3. It is explicitly understood and agreed that expedited development review is not a requirement for fulfilling any of the terms and conditions of this Agreement nor a mandate; rather, it is an option provided by the Town to assist the Developer with expediting the review and approval of building and construction plans submitted in accordance with the provisions as found in Ordinance No. 982, approved by the Town Council on the 13TH day of **OCTOBER, 2023**, and the other terms and conditions of this Agreement.

G. Development as a Single Phase. **THE DEVELOPER SHALL CONSTRUCT (OR SHALL CAUSE TO BE CONSTRUCTED) THIS DEVELOPMENT AS A SINGLE PHASE.**

PARAGRAPH 2.02. The Developer shall provide, at its own expense, all the engineering services required for the Development and Improvements. Engineering services shall be performed by a licensed professional engineer that is registered in the State of Texas. Such engineering services shall conform in all respects to the Town’s engineering and design standards. Engineering services shall include, but shall not be limited to: surveys; designs; plans and profiles; estimates; construction supervision; and furnishing necessary documents in connection therewith as requested by the Town Manager and / or the Town Engineer. All engineering plans submitted shall

be subject to the review and stamped acceptance of the Town Engineer. The Town Engineer's review and acceptance does not relieve the Developer or Developer's engineer of the responsibility for design and construction.

PARAGRAPH 2.03. Construction of all the Improvements shall be in strict conformance, in all material respects, with the plans to be prepared by the Developer (or on behalf of the Developer) and reviewed and accepted by the Town Engineer, in accordance with all policies, standards, and specifications that are adopted by the Town relating thereto. The Town Engineer's review and acceptance of the plans shall not be construed to limit or affect the Developer's responsibility for design and construction of the Improvements in whole or in part. In the event of any discrepancy (or discrepancies) between the approved and recorded Final Plat and any other policies, standards, and specifications adopted by the Town relating to the design of the plans for the construction of all the Improvements, shall give priority to the Final Plat.

PARAGRAPH 2.04. The Developer shall employ, at its own expense, a qualified testing company, previously approved by the Town, to perform all testing of materials or construction that may be required by the Town and shall furnish copies of test results to the Town Engineer.

PARAGRAPH 2.05. At all times during the construction of the Improvements, the Town Manager shall have the right, but not the obligation or responsibility, to inspect the materials and their workmanship; and the Developer shall ensure (or shall cause to be ensured) that all materials and work conform to the approved plans and specifications. Any material or work not conforming to the approved plans and the Town's engineering standards shall promptly be removed or replaced and shall be timely, and appropriately completed in conformance with the approved plans and the Town's engineering standards at the sole expense of the Developer.

PARAGRAPH 2.06. The Developer shall be responsible for mowing all grass and weeds and otherwise reasonably maintaining all land within the Development which has not been sold to third parties. After 15 calendar days' written notice, should the Developer fail in this responsibility, the Town may contract for this service, and bill the Developer for costs. In the event the costs remain unpaid for 30 calendar days after notice, the Town Manager may issue a construction stop work order until all costs are paid by the Developer.

PARAGRAPH 2.07. The obligations and responsibilities of the Developer as established by the terms and conditions of this Agreement for construction of the Improvements shall be performed and completed by the Developer no later than two (2) years from the issuance of the notice to proceed for construction of Improvements. Pursuant to the provisions in Section 82-61 of the Town of Westlake, Texas Code of Ordinances, and except as otherwise provided in this Agreement; prior to the issuance of the notice to proceed, the Developer shall present to the Town Manager: (i) a cash escrow; or (ii) a letter of credit drawn upon a state or national bank in an amount sufficient to cover the costs of the Improvements. For the purposes of this Agreement and satisfaction of the Town of Westlake, Texas Code of Ordinances, the letter of credit shall: (i) be irrevocable; (ii) provide for a term sufficient to cover the completion, maintenance and warranty periods, but not less than two years; and (iii) require only that the Town present the issuer with a sight draft and a certificate signed by the Town Manager certifying to the Town's right to draw funds under the letter of credit. Proper application for acceptance of the Improvements by the Town shall be made by such date, subject to any extension for Force Majeure (as defined in Paragraph 10.08 of this Agreement) and any delays in the required inspections as provided for under Paragraph 2.07 of this Agreement as provided below.

PARAGRAPH 2.08. The Developer shall furnish to the Town Manager a two (2) year maintenance bond in an amount equal to 100 percent of the cost of construction of all public facilities and public infrastructure improvements (e.g., streets, sidewalks, water, sewer, ductbank, drainage, et cetera) prior to Final Acceptance of the Improvements. The two (2) year maintenance bond shall take effect on the same date of Final Acceptance of all the aforesaid public facilities and public infrastructure improvements on the Property and shall secure all costs of maintenance of such public facilities and public infrastructure improvements during that period of time. The Developer shall supply (or shall cause to be supplied) the maintenance bond to the Town Manager, and the Town shall be named as the beneficiary.

PARAGRAPH 2.09. Improvements shall not be considered complete until the Town Engineer has certified to the Town, in writing, that the Improvements have been completed in strict conformance with the plans as accepted by the Town. The Developer shall provide written notice of Substantial Completion of the Improvements to the Town Manager and the Town Engineer, and the Town Engineer shall make reasonable efforts to schedule an inspection of the Improvements within 14 calendar days of receipt of such notice of Substantial Completion. Any unreasonable delays by the Town Engineer in scheduling the inspection shall afford the Developer a day for day extension as provided for under Paragraph 2.06.

PARAGRAPH 2.10. Prior to the Town's acceptance of the Improvements, the Developer shall prepare and furnish a sworn affidavit, signed by an authorized representative of the Developer that the Improvements completed have been paid for, in full, by the Developer, and, will further provide all lien releases and releases of claims, regarding or pertaining to, the Improvements. The Developer shall be solely responsible for the information provided on the affidavit. Said written

certification shall be reviewed by the Town, but the Town, including its employees, shall assume no responsibility or liability to any party regarding the veracity of the information so provided.

PARAGRAPH 2.11. Prior to the Town accepting the Improvements, either in whole or in part, the Developer shall provide the Town with reproducible “as constructed” drawings in CAD format, certified as accurate by the Town Engineer. The Developer shall also provide written notice of substantial completion of the Improvements to the Town Engineer and the Town Engineer shall timely review (i.e., within 14 calendar days) the “as constructed” drawings and either: (i) certify the “as constructed” drawings or (ii) provide the Developer with detailed comments within 14 days of receipt of such notice of substantial completion. The Developer shall timely (i.e., within 14 calendar days) address any and all comments, and the Town Engineer shall repeat the process until such “as constructed” drawings are approved and certified. However, any unreasonable delays on the part of the Town Engineer in certifying the “as constructed” drawings of Improvements shall afford the Developer a day for day extension under Paragraph 2.06 of this Agreement.

PARAGRAPH 2.12. The Developer shall be solely responsible for all permit fees related to construction or installation of the Improvements. The permit fees shall include all fees contained in the Town of Westlake, Texas Code of Ordinances and the most recent fee schedule adopted by the Town.

PARAGRAPH 2.13. Prior to commencing the construction of any Improvements agreed upon herein, the Developer shall acquire at its own expense clear and sufficient title to streets and easements, free and clear of any liens or encumbrances on all lands and facilities other than the Developer’s development loan, if any, traversed by the proposed Improvements. All such streets and easements shall be dedicated or conveyed to the Homeowners’ Association (“**HOA**”), the documents of such dedication or conveyance shall be furnished to the Town for recording. A policy

of title insurance insuring title in the Town for a commercially reasonable policy amount may be required by the Town, and the Developer shall pay the premium for such title insurance policy at its sole expense and responsibility.

PARAGRAPH 2.14. Prior to the final acceptance of Development Improvements by the Town, the Developer shall submit the following for review, consideration, and possible action by the Town Council: Development covenants, conditions and restrictions to be enforced by the HOA, which should include HOA dues, duties and powers, transitional details providing for an orderly transition from the declarant to the HOA, and Town review of HOA dues to provide for adequacy of funding of maintenance of private infrastructure to Town standards by the HOA; homebuilder requirements and obligations; architectural design guidelines as described in Ordinance No. 982; and cluster mailbox designs and locations if applicable. Said items shall be approved by the Town Council prior the release of any building permits for the Development. Any unreasonable delays in Developer obtaining approvals from the Town Council under this Paragraph 2.12, shall provide Developer a day for day extension under Paragraph 2.06.

PARAGRAPH 2.15. In accordance with the Town of Westlake, Texas Code of Ordinances, all existing overhead electric utility lines within and immediately adjacent to the Development shall be buried underground at the Developer's sole expense to the extent permitted by the adjacent landowners.

PARAGRAPH 2.16. There shall be no construction, grading, or other clearing activities permitted to commence until a notice to proceed is issued by the Town Manager. Any unreasonable delays in issuing the notice to proceed by the Town Manager shall afford the Developer a day for day extension under Paragraph 2.06 of this Agreement.

PARAGRAPH 2.17. Prior to the issuance of the notice to proceed, the Developer shall submit an erosion control plan, drainage plan, and any other related documents to the Town Engineer for review and approval. At a minimum, the plan shall meet all Town ordinance requirements and additional conditions required by the Town Engineer.

PARAGRAPH 2.18. In addition to the Town Manager, employees and agents of the Town shall have unrestricted access to the Development for official business, in perpetuity, including but not limited to construction inspections and general inspections of the condition of the Development and utilities maintenance.

PARAGRAPH 2.19. Regarding vehicle entry gates, the Developer hereby agrees to install and maintain technology and / or remote monitoring services that can determine vehicle stacking onto Sam School Road and quickly and automatically move traffic through the gates to minimize vehicle stacking onto Sam School Road. Final installation shall be reviewed and approved by the Town Manager for compliance prior to the final acceptance of public improvements.

PARAGRAPH 2.20. In accordance with the provisions set forth in Paragraph 2.01 and as found in Ordinance No. 982, approved by the Town Council on the **13TH** day of **OCTOBER, 2023**, the Developer is authorized to reasonably grade (or cause to be graded) portions of the property for roadways and utilities. However, such grading shall not be permitted to occur unless and until the soil testing and related geotechnical work has been completed and all necessary reviews and approvals have occurred and been received. Grading for the roadways and utilities shall not include grading for any lots for residential use or for open space. Additionally, at no such time shall any grading work for roadways and utilities or for future lots for residential use adversely impact floodplains, riparian corridors, or other waterbodies and elements of the natural environment protected by any Federal Law or State Law or the Town of Westlake, Texas Code of

Ordinances. The Town Manager may issue a stop work order for any grading activities that are in violation of the approved plans or any applicable Federal Law or State Law, any ordinances adopted by the Town, and any violations of the terms and conditions of this Agreement. Such violation may also be subject to applicable fines and fees as established by Federal Law, State Law, and / or the Town of Westlake, Texas Code of Ordinances.

PARAGRAPH 2.21. The Developer shall provide a location for a Town Entry Marker within the existing public right-of-way, as shown on EXHIBIT “C” attached hereto. Such location shall also be identified and depicted on the Final Plat, and a construction and maintenance easement shall be dedicated to the Town and included on the Final Plat or provided by a separate instrument. The site for the Town Entry Marker shall be on the northbound side of Sam School Road, within the existing right of way, and adjacent to Property as shown on EXHIBIT “C” attached hereto. The site shall be prepped for electrical installation. The design of the Town Entry Marker, and its construction, shall be at the sole expense and option of the Town.

PARAGRAPH 2.22. The Parties agree to negotiate in good faith a separate agreement for parkland dedication fees. For purposes of this Agreement, such separate agreement contemplating parkland dedication fees shall be reviewed, considered, and possibly acted on by the Town Council prior to the release of the first building permit. Such agreement shall only consider and address the parkland dedication fees.

PARAGRAPH 2.23. A pedestrian bridge is proposed to be constructed across Marshall Creek at the sole cost and expense of the Developer, and as found in Ordinance No. 982, approved by the Town Council on the 13TH day of **OCTOBER, 2023**. Construction of such pedestrian bridge shall directly connect existing and future portions of the public trail with existing and future portions of the private trail internal to the Development. The design of the pedestrian bridge (i.e.,

the railings) shall be naturalistic and rusticated in aesthetic; and it shall be the same width of the private trail internal to the Development. Such design shall require the mutual review and approval of the Town Manager and the Developer and the plans shall be provided to the Town Manager prior to any such disturbance related to the construction of the pedestrian bridge. Additionally, the pedestrian bridge shall not be disruptive to any portion of the natural environment and / or ecological system within and adjacent to the Development. An easement or other such instrument shall be provided by the Developer to allow for appropriate public use and access of the pedestrian bridge to the satisfaction of the Town Attorney.

PARAGRAPH 2.24. All streets within this Development shall be private; and all streets shall be paved in concrete unless an alternative material is reviewed and approved by the Town Manager. All paving materials shall comply with all applicable engineering and safety standards, subject to review and approval by the Town Engineer. All streets shall have sidewalks provided. Such sidewalks shall be no less than five (5) feet in width and shall comply with all the applicable requirements for accessibility. All streets within the Development shall be maintained by the Developer and / or the HOA.

PARAGRAPH 2.25. The HOA (and its successor) shall maintain all public and private open space within the Development. The Town shall have no financial obligation or performance to maintain any public and private open space within the Development.

PARAGRAPH 2.26. The Developer shall pay to the Town, per each residential lot within the Development, the amount of \$15,000.00 (“FIFTEEN THOUSAND AND 00/100 DOLLARS”) for the Town of Westlake Academy. This payment shall be made to the Town prior to the recording of the Final Plat and the issuance of any building permits.

ARTICLE III.

UTILITIES

PARAGRAPH 3.01. The Developer shall furnish approvals and authorizations have been made for the installation of water, sanitary sewer, gas, electric, and duct bank utilities.

PARAGRAPH 3.02. The Developer shall install water facilities to serve all platted lots within the Development in accordance with plans and specifications prepared by the Developer's engineer and released by the Town for construction and in accordance with Chapter 82, Article IX, Water Facilities, of the Town of Westlake, Texas Code of Ordinances, as amended, and any other applicable local, State and Federal regulations. The Developer shall be solely responsible for all construction costs, materials, and engineering.

PARAGRAPH 3.03. Waterline extension to the City of Southlake for emergency use and flow will be stubbed outside the limits of the pavement for future connections by the Town. The Developer shall not be responsible for any additional lines or connections once this waterline is stubbed out in accordance with the approved plans.

PARAGRAPH 3.04. The Developer shall connect all water utilities to the Town. Further, it is understood by the Parties that the Property is currently located within the City of Southlake Water Certificate of Convenience and Necessity (the "CCN"). The Town shall be responsible for obtaining all necessary permits and filings with the Public Utilities Commission of Texas (the "PUC") for the Property to be served by water utilities from the Town. Any unreasonable permitting delays with the PUC on the part of the Town shall extend Developer's time to complete the Improvements, day for day, under Paragraph 2.06.

PARAGRAPH 3.05. The Developer shall install sanitary sewer collection facilities to service all platted lots within the Development. Sanitary sewer facilities shall be installed in accordance with the plans and specifications to be prepared by the Developer's engineer and released by the Town. Further, the Developer agrees to complete this installation in accordance with Chapter 82, Article X, Wastewater Facilities, of the Town of Westlake, Texas Code of Ordinances, as amended, and any other local, state and federal regulations. The Developer shall be responsible for all construction costs, materials, engineering, and permits for the installation of the sanitary sewer facilities within the Development.

PARAGRAPH 3.06. The Developer shall install drainage facilities to service all platted lots within the Development in accordance with the plans and specifications to be prepared by the Developer's engineer and released by the Town for construction. The Developer shall adhere to all applicable provisions contained in Chapter 82, Article X, Drainage Facilities, of the Town of Westlake, Texas Code of Ordinances, as amended. The Developer shall fully comply with all Environmental Protection Agency ("EPA"), Federal Emergency Management Authority ("FEMA") and Texas Commission on Environmental Quality ("TCEQ") requirements relating to the planning, permitting and management of storm water which may be in force at the time that development proposals are being presented for approval to the Town. The Developer shall comply with all provisions of the Texas Water Code, as amended.

PARAGRAPH 3.07. In accordance with the Town's Code of Ordinances, the Developer shall bury all utilities serving the Development. Furthermore, all existing overhead utilities within, and adjacent to, the Development shall be buried in accordance with the applicable provisions contained within the Town of Westlake, Texas Code of Ordinances prior to the final acceptance of public improvements.

ARTICLE IV.

BUILDING MATERIALS AND AESTHETICS

PARAGRAPH 4.01. All buildings and structures designed and constructed as part of this Development shall be in accordance with the architectural standards set forth in the HOA Design Guidelines (“**ARCHITECTURAL STANDARDS**”). All future development or modifications to buildings and structures within the Development shall be in conformance with and shall adhere to the Architectural Standards. The Parties acknowledge and agree that the Development is an area of architectural significance as contemplated by the provisions found in Chapter 3000 of the Texas Government Code, as amended. Also, the covenant to develop and modify buildings and structures within the Development in accordance with the Architectural Standards is with the irrevocable and voluntary consent of the Developer in accordance with the provisions as found in Section 3000.002 (d) of the Texas Government Code, as amended. The Developer acknowledges and agrees that the consideration described herein shall constitute adequate consideration for such voluntary consent.

PARAGRAPH 4.02. The Architectural Standards shall be reviewed and approved by the Town Council in accordance with the provisions adopted in Ordinance No. 982 on the **13TH** day of **OCTOBER, 2023**. Further, the Architectural Standards shall specifically include the provisions that are contained in Paragraphs C (i.e., garages), D (i.e., roof materials), and E (i.e., exterior walls) in Section 2 of Ordinance No. 982, Town in Ordinance No. 982 on the **13TH** day of **OCTOBER, 2023**.

PARAGRAPH 4.03. With respect to any buildings and structures designed or constructed on the Property and as part of the Development pursuant to this Agreement, including those found

in Paragraph 2.01 (F) related to Ordinance No. 982 and the HOA documents, the Developer hereby waives any right, requirement, or enforcement of the provisions of Section 3000.001-3000.005 of the Texas Government Code, as amended.

ARTICLE V.

OBLIGATIONS OF THE TOWN

PARAGRAPH 5.01. The Town shall make (or shall cause to be made) improvements to Sam School Road within the existing public right-of-way; and it is expressly acknowledged by the Parties that no additional public right-of-way shall be required to be dedicated to the Town in order to facilitate such improvements to Sam School Road. The improvements to Sam School Road shall be in accordance with the following provisions (so that no portion of the Property shall be required to be dedicated as additional right of way). The Town agrees to improve the currently unimproved portion(s) of Sam School Road (i.e., asphalt pavement) from the Town municipal limits to Solana Boulevard in accordance with all applicable design and engineering standards including, but shall not be limited to:

A. Reconstructing and paving the portion(s) of Sam School Road as shown on EXHIBIT “C”, attached hereto and incorporated herein in concrete, subject to review and approval by the Town Manager; and

B. Reconstructing and paving the portion(s) of Sam School Road as shown on EXHIBIT “C” to a minimum width of 37 feet, including all curbing and drainage infrastructure, and ensuring that, such improvements are capable of supporting either a two-lane or a four-lane

undivided road to be determined at the sole discretion and option of the Town Manager, within a minimum existing dedicated right-of-way of 70 feet; and

C. Such reconstruction and paving of the portion(s) of Sam School Road shall also include a sidewalk a minimum of five (5) feet in width along the portion of Sam School Road that borders the Property; and

D. Such reasonable reconstruction of the portion of the entry drive shown as “SOLANA HILLS DRIVE” which falls within the right-of-way, subject to approval by the Town Manager and requirements of State Law. The Town Manager, at their sole option and discretion, may elect to defer such approval to the Town Council.

E. The Parties agree that the timing for commencing the improvements to Sam School Road in accordance with the specifications of this Agreement and all other regulations and standards as found in the Town of Westlake, Texas Code of Ordinances, as amended, shall be at the sole discretion and option of the Town Manager; and

F. The Parties acknowledge and agree that the Town shall be responsible for facilitating and managing construction of improvements to Sam School Road in accordance with the specifications of this Agreement and all other regulations and standards as found in the Town of Westlake, Texas Code of Ordinances, as amended, and that the Developer shall be responsible for reimbursing the Town for constructing the improvements as follows:

i. The Town shall, in accordance with all applicable laws, bid the cost to make (or cause to be made) the improvements to Sam School Road as contemplated within the terms and conditions of this Agreement.

ii. The Town shall provide a minimum of 30 days’ written notice to the Developer of the Town’s intent to bid the improvements to Sam School Road. Within immediate

receipt of notice the Developer shall have at least 15 days to escrow the funds to improve Sam School Road as described in this Agreement. The escrow amount (as further defined below) shall be provided to the Town Manager before any application may be made for the first building permit.

NO APPLICATION FOR A BUILDING PERMIT MAY BE MADE TO THE TOWN MANAGER UNLESS AND UNTIL THE ESCROW AMOUNT HAS BEEN PROVIDED TO THE TOWN MANAGER.

iii. The Developer shall be responsible for escrowing 50 percent of the bid costs to improve Sam School Road from the centerline of the right-of-way to the front of the Property as described in EXHIBIT “B” and “EXHIBIT”C” (the “**ESCROW AMOUNT**”).

iv. The Town Manager shall timely prepare and provide the Developer with a separate invoice for all engineering schematics, plans, and documents related to constructing improvements to Sam School Road.

v. The Town will work diligently and in good faith to provide all the necessary permits and approvals from the Town and all other governmental officials, bodies, and agencies having jurisdiction over this Development; to supervise all phases of construction of the improvements to Sam School Road; and to cause construction to be performed in strict accordance with the approved plans.

vi. The Parties recognize, acknowledge, and agree that certain changes may be necessary to accomplish the construction of the improvements to Sam School Road.

ARTICLE VI.

COMPLETION OF AGREEMENT

This Agreement shall not be considered complete unless and until:

PARAGRAPH 6.01. All Improvements and other public improvements and infrastructure for this Development are finished, completed, and accepted by the Town.

PARAGRAPH 6.02. The lighting plan is reviewed, approved, and installed in accordance with said plan and accepted by the Town.

PARAGRAPH 6.03. All terms and conditions of this Agreement shall be satisfied.

PARAGRAPH 6.04. Record drawings for all streets, utilities, and other infrastructure in the Development, including street lighting, shall be (i) certified by the Developer's engineer and (ii) accepted by and filed with the Town Engineer and provided in the following format:

- a. Three (3) sets of record drawings;
 - b. Digital record drawings with GIS spatial data and coordinates compatible with the latest version of ArcGIS Pro;
 - c. Digital record drawings compatible with the current version of AutoCAD;
- and;
- d. Digital record drawings in PDF format.

PARAGRAPH 6.05. All fees required by the Town and all other entities with review and permitting jurisdiction for the Improvements or the Development shall have been paid.

PARAGRAPH 6.06. Original Maintenance Bonds shall have been provided and any other bonds required for the completion of the Improvements.

PARAGRAPH 6.07. Lien and claim release(s) have been provided.

PARAGRAPH 6.08. All obligations and responsibilities of the Developer under the terms and conditions of this Agreement, Ordinance No. 982, and any other codes, ordinances, regulations or standards adopted by the Town have been met.

ARTICLE VII.

USE OF PUBLIC RIGHT-OF-WAY

PARAGRAPH 7.01. The Parties agree that the Developer may provide unique amenities within public right-of-way, including but not limited to landscape, irrigation, lighting, patterned concrete, and other similar features for enhancement of the Development, subject to review and approval by the Town Manager. The Developer agrees to maintain these amenities until such responsibility is turned over to the HOA. The Developer, and their successors and assigns, acknowledge and understand that the Town is not responsible for the maintenance or replacement of these amenities under any circumstances, and further agrees to indemnify and hold harmless the Town and its employees and authorized agents from any and all damage, loss, or liability of any kind whatsoever by reason of injury to property or third person occasioned by the Developer's use of the public right-of-way with regard to these improvements and the Developer shall also, at their own cost and expense, defend and protect the Town and its employees and authorized agents against all such claims and demands.

ARTICLE VIII.

DEFAULT, TERMINATION AND FAILURE BY THE DEVELOPER TO MEET

VARIOUS DEADLINES AND COMMITMENTS

PARAGRAPH 8.01. FAILURE TO PAY TOWN TAXES OR FEES. An event of default shall occur under this Agreement if during the term hereof and after the expiration of any applicable notice and cure period any legally-imposed Town taxes or fees owed on, or generated by, the Developer or one of its Affiliates with regard to the Development become delinquent and Developer or the Affiliate does not either: (i) pay such taxes and any associated penalties within 30 days of receipt of notification of such delinquency; or (ii) has not commenced the legal procedures for protest and / or contest of any such taxes within 30 days of receipt of notification of such delinquency. If the default has not been cured by such time, the Town shall have the right to terminate this Agreement by providing ten (10) days' written notice to the Developer and shall have all other rights and remedies that may be available to it under the law or in equity.

PARAGRAPH 8.02. VIOLATIONS OF TOWN CODE, STATE OR FEDERAL LAW. An event of default shall occur under the terms and conditions of this Agreement if, during the term hereof and after the expiration of any applicable notice and cure period, that any written citation is issued to the Developer or their Affiliates due to the occurrence of a violation of a material provision of the Town Code of Ordinances with respect to the Development (including, without limitation, any violation of the Building Code, Fire Code, and any other violations related to the environmental condition of the Development or to matters concerning the public health, safety, or welfare) and such citation is not: (i) paid before it is delinquent; or (ii) the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation within the deadlines set forth in said citation. An event of default shall further occur under this Agreement if the Developer is in violation of any material state or federal law, rule or regulation on account of the Development, improvements in the Development or any operations

thereon (including, without limitation, any violations related to: (i) the environmental condition of the Development; (ii) the environmental condition on other land or waters which is attributable to operations of the Development; or (iii) to other matters concerning the public health, safety or welfare related to the Development). Upon the occurrence of such default, the Town shall notify the Developer in writing and Developer shall have (i) thirty (30) calendar days to cure such default or (ii) if Developer has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time as determined by both Parties mutually and in good faith necessary to cure such default. If the default has not been fully cured by such time, the Town shall have the right to terminate this Agreement with ten (10) days' notice by providing written notice to the Developer and shall have all other rights and remedies that may be available to under the law or in equity.

PARAGRAPH 8.03. GENERAL BREACH. Unless stated elsewhere in this Agreement, the Developer shall be in default under this Agreement if the Developer breaches any material term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the Town referencing this Agreement (or, if the Developer has diligently and continuously attempted to cure following receipt of such written notice) but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the Town shall have the right to terminate this Agreement with ten (10) days' notice by providing written notice to Developer.

ARTICLE IX.

NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP

PARAGRAPH 9.01. It is expressly understood and agreed by the Parties hereto that the Developer shall not operate as a servant, contractor agent, representative or employee of the Town. The Developer shall have the exclusive right to control all details and day-to-day operations related to its operations and obligations that it is required to perform under the terms and conditions of this Agreement, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, licensees and invitees. The Developer acknowledges that the doctrine of respondeat superior will not apply as between the Town and the Developer, or the Town's officers, agents, employees, contractors, subcontractors, licensees, and invitees. Further, the Developer agrees that nothing contained in this Agreement shall be construed as the creation of a partnership or joint enterprise between the Town and the Developer of any kind.

ARTICLE X.

INDEMNIFICATION AND INDEMNITY AGAINST NEGLIGENT DESIGN

PARAGRAPH 10.01. THE DEVELOPER, AT NO COST OR LIABILITY TO THE TOWN, AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, ATTORNEYS, SERVANTS AND EMPLOYEES (TOGETHER WITH THE TOWN, EACH A "TOWN INDEMNIFIED PERSON") HARMLESS AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES RELATED THERETO, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO THE DEVELOPER'S BUSINESS

AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT RELATE TO, ARISE OUT OF OR ARE OCCASIONED BY (i) THE DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE TOWN, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTORS), OR SUBCONTRACTORS DUE OR RELATED TO, FROM, OR ARISING FROM THE OPERATION AND CONDUCT OF ITS OPERATIONS AND OBLIGATIONS OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL REQUIRE DEVELOPER TO INDEMNIFY OR DEFEND FOR ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN ENGINEER OR ANY TOWN INDEMNIFIED PERSON.

PARAGRAPH 10.02. APPROVAL OF THE TOWN ENGINEER OR OTHER TOWN EMPLOYEE, OFFICIAL, CONSULTANT, EMPLOYEE, OR OFFICER OF ANY PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER UNDER THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, CONTRACTORS, EMPLOYEES, OFFICERS, OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY THE TOWN FOR ANY DEFECT IN THE DESIGN AND

SPECIFICATIONS PREPARED BY THE CONSULTING ENGINEER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE TOWN ENGINEER OR OTHER TOWN EMPLOYEE, OFFICIAL, CONSULTANT, OR OFFICER SIGNIFIES THE TOWN APPROVAL OF ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS EACH TOWN INDEMNIFIED PERSON, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY NEGLIGENT DESIGN OF THE ENGINEER INCLUDED IN DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, AND THE DEVELOPER SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST ANY TOWN INDEMNIFIED PERSON, ON ACCOUNT THEREOF, TO PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, COLLECTIVELY OR INDIVIDUALLY, PERSONALLY OR IN THEIR OFFICIAL CAPACITY, IN CONNECTION HEREWITH; PROVIDED THAT DEVELOPER SHALL HAVE THE RIGHT TO SELECT COUNSEL OF ITS OWN CHOOSING AND SHALL HAVE ALL REQUISITE AUTHORITY TO ENTER INTO ANY SETTLEMENT AGREEMENT AT ANY TIME IN CONNECTION WITH ANY SUCH CLAIMS OR LIABILITIES FOR WHICH DEVELOPER OWES INDEMNITY UNDER THIS SECTION.

PARAGRAPH 10.03. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE SHALL REQUIRE THE DEVELOPER TO INDEMNIFY OR DEFEND ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN ENGINEER OR ANY TOWN INDEMNIFIED PERSON.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

PARAGRAPH 11.01. All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, reputable overnight delivery service, or by hand delivery:

If to Developer: Fenway Development, Inc.
Attn: Frank Liu
2410 Polk Street, Suite 200
Houston, Texas 77003

With a copy to: Moody Law Group, PLLC
Attn: John S. Moody, Jr.
3003 W. Alabama
Houston, Texas 77098

If to Town: Town of Westlake
Attn: Town Manager

1500 Solana Boulevard
Building 7, Suite 7200
Westlake, Texas 76262

With a copy to: Town of Westlake
Attn: Deputy Town Manager
1500 Solana Blvd.
Building 7, Suite 7200
Westlake, Texas 76262

With a copy to: Boyle & Lowry, L.L.P.
Attn: L. Stanton Lowry
4201 Wingren Drive, Suite 108
Irving, Texas 75062

PARAGRAPH 11.02. ASSIGNMENT AND SUCCESSORS. The Developer may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the Town Council. Any lawful assignee or successor in interest of the Developer of all rights and obligations under this Agreement shall be deemed the “Developer” for all purposes under this Agreement.

PARAGRAPH 11.03. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. This Agreement shall be subject to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Town’s codes and ordinances, as amended.

PARAGRAPH 11.04. GOVERNMENTAL POWERS. It is acknowledged that, by execution of this Agreement, the Town does not waive or surrender any of its governmental powers

or immunities that are outside of the terms, obligations, and conditions of this Agreement.

PARAGRAPH 11.05. NO WAIVER. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

PARAGRAPH 11.06. VENUE AND JURISDICTION. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

PARAGRAPH 11.07. NO THIRD-PARTY RIGHTS. The provisions and conditions of this Agreement are solely for the benefit of the Town and the Developer, and any lawful assign or successor of the Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

PARAGRAPH 11.08. FORCE MAJEURE. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather that prohibits compliance with any portion of this Agreement, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (“**FORCE MAJEURE**”), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

PARAGRAPH 11.09. INTERPRETATION. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and

reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

PARAGRAPH 11.10. SEVERABILITY CLAUSE. It is hereby declared to be the intention of the Parties that any sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the parties to provide the economic incentives contained in this Agreement by all lawful means.

PARAGRAPH 11.11. CAPTIONS. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

PARAGRAPH 11.12. ENTIRETY OF AGREEMENT. This Agreement, including any attachments attached hereto, including the Requirements for Contractor's Insurance and any documents incorporated herein by reference, and the Economic Development Program Agreement, contain the entire understanding and Agreement between the Town and the Developer, and any lawful assign and successor of the Developer, as to the matters contained herein. Any prior or contemporaneous oral or written Agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the Town Council of the Town in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

PARAGRAPH 11.13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall

constitute one instrument.

FENWAY DEVELOPMENT, INC.:

By: _____

Frank Liu, President

TOWN OF WESTLAKE, TEXAS:

By: _____

Wade Carroll, Town Manager

ATTEST:

By: _____

Dianna Buchanan, Town Secretary

APPROVED AS TO FORM:

By: _____

Stan Lowry, Town Attorney

ITEMS CORRESPONDING TO SCHEDULE B

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW. RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 9451, PAGE 1967, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS...

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: A. - B. NOT SURVEY ITEMS.

C. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THEREON...

D. EASEMENT TO TRI-COUNTY ELECTRIC COOPERATIVE, INC. RECORDED 10/27/1997 IN VOLUME 9105 PAGE 190, REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

E. EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED 12/8/1987 IN VOLUME 9140, PAGE 532, REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

F. EASEMENT TO TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 RECORDED 12/30/1987 IN VOLUME 9156, PAGE 776, REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

G. EASEMENT TO ENSERCH CORPORATION RECORDED 1/20/1988 IN VOLUME 9172, PAGE 727, REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

H. EASEMENT TO STATE OF TEXAS RECORDED 3/10/1996 IN VOLUME 4187, PAGE 592, OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

I. EASEMENT RESERVED BY THE UNITED STATES OF AMERICA IN INSTRUMENT RECORDED 12/14/1990 IN VOLUME 3927, PAGE 944, OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

J. EASEMENT TO THE CITY OF SOUTHLAKE RECORDED 11/29/1995 IN VOLUME 12180, PAGE 1534, OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS...

K. EASEMENT TO THE TOWN OF WESTLAKE, TEXAS RECORDED 9/7/2001 IN VOLUME 14933, PAGE 121 AS COUNTY CLERK'S FILE NO. D201128541...

L. SUBJECT TO THE ORDER ADOPTING AIRPORT ZONING REGULATIONS OF THE DALLAS-FORT WORTH REGIONAL AIRPORT, ORDINANCE NO. 71-100...

M. EASEMENTS, BUILDING LINES, OWNER'S CERTIFICATION AND ALL MATTERS LISTED HEREIN, AS SHOWN ON THE PLATS RECORDED IN VOLUME A, PAGE 283 AND VOLUME A, PAGE 6263...

N. TERMS, PROVISIONS, CONDITIONS, AND EASEMENTS AS LISTED HEREIN AND CONTAINED IN MEMORANDUM OF COST SHARING AND RECIPROCAL EASEMENT AGREEMENT FILED 11/18/1988...

O. MINERAL AND/OR ROYALTY INTEREST SET OUT IN INSTRUMENT RECORDED 12/12/2006 IN COUNTY CLERK'S FILE NO. D206391569...

P. MINERAL LEASE, AND ALL RIGHTS INCIDENT THERETO, DATED 9/29/2008, TO RANGE TEXAS PRODUCTION, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY...

Q. NOT A SURVEY ITEM.

ITEMS CORRESPONDING TO SCHEDULE B - cont.

R. THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO HIGHWAY STATE HIGHWAY 114, AS SET FORTH IN INSTRUMENTS FILED 7/14/1987, RECORDED IN VOLUME 9006, PAGE 943...

S. RECIPROCAL ACCESS EASEMENT, PARKING AGREEMENT AND RESTRICTIONS COVENANTS EXECUTED BY MAGUIRE PARTNERS-SOLANA LIMITED PARTNERSHIP, FILED 9/21/2000...

T. TERMS, PROVISIONS, CONDITIONS, EASEMENTS, OBLIGATIONS, ASSESSMENTS AND LIENS CONTAINED IN INSTRUMENT RECORDED IN VOLUME 9451, PAGE 1967...

U. TERMS, PROVISIONS, CONDITIONS, EASEMENTS, OBLIGATIONS, ASSESSMENTS AND LIENS CONTAINED IN INSTRUMENT RECORDED IN VOLUME 14007, PAGE 477...

V. ANY AND ALL EASEMENTS, BUILDING LINES, AND CONDITIONS, COVENANTS, AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED UNDER D216001903...

W. MEMORANDUM OF OIL, GAS AND MINERAL LEASE, AND ALL TERMS, CONDITIONS AND STIPULATIONS THEREIN FROM LESSOR, REDUS TEXAS LAND, LLC...

X. MINERAL AND/OR ROYALTY INTEREST IN MINERAL DEED RECORDED IN COUNTY CLERK'S FILE NO. D217014984...

Y. NOT A SURVEY ITEM.

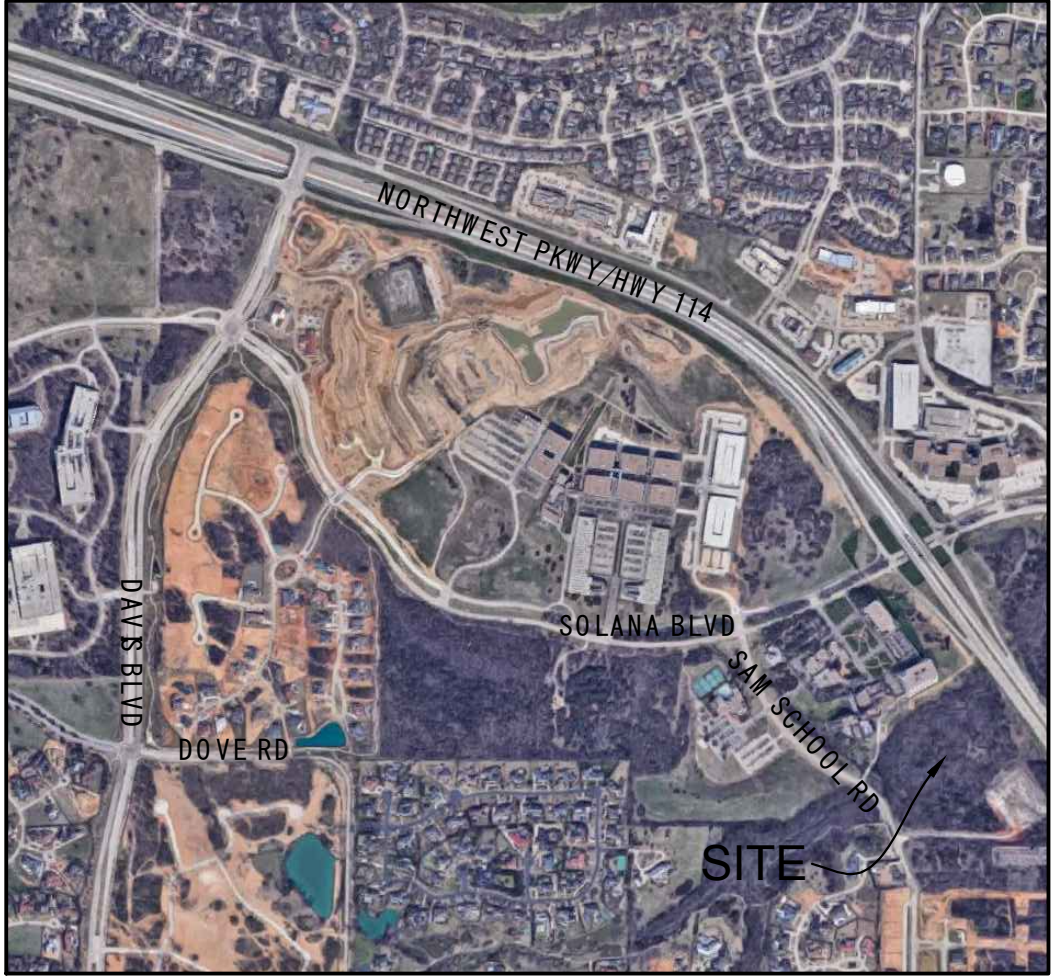
Z. EASEMENT TO THE TOWN OF WESTLAKE RECORDED 4/18/2016 IN COUNTY CLERK'S FILE NO. D216078565...

AA. EASEMENT TO THE TOWN OF WESTLAKE AND THE TRINITY RIVER AUTHORITY OF TEXAS, RECORDED 9/29/2016 IN COUNTY CLERK'S FILE NO. D216228089...

AB. EASEMENT TO THE TOWN OF WESTLAKE AND THE TRINITY RIVER AUTHORITY OF TEXAS, RECORDED 9/29/2016 IN COUNTY CLERK'S FILE NO. D216228090...

AC. EASEMENT TO THE TOWN OF WESTLAKE AND THE TRINITY RIVER AUTHORITY OF TEXAS, RECORDED 9/29/2016 IN COUNTY CLERK'S FILE NO. D216228091...

VICINITY MAP - NOT TO SCALE



MAP SUPPLIED BY GOOGLE MAPS

MISCELLANEOUS NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BOUNDARY BOYS, LLC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHTS OF WAY OR TITLE OF RECORD...

2. THE BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF LOT 1R1, BLOCK 2, OF WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1...

3. THIS ALTA/NSPS LAND TITLE SURVEY, AND THE INFORMATION HEREON, MAY NOT BE USED FOR ANY ADDITIONAL OR EXTENDED PURPOSES BEYOND THAT FOR WHICH IT WAS INTENDED...

4. THERE ARE 0 REGULAR AND 0 HANDICAP STRIPED PARKING SPACES FOR A TOTAL OF 0 PARKING SPACES ON THE SUBJECT PROPERTY.

5. THERE IS ADEQUATE INGRESS TO AND EGRESS FROM THE SUBJECT PROPERTY PROVIDED BY SAM SCHOOL ROAD, A PUBLIC RIGHT-OF-WAY.

6. ANY BURIED UTILITY OR PIPE LINES ARE AS SHOWN PER SURFACE EVIDENCE, BOUNDARY BOYS, LLC WAS NOT SUPPLIED AS-BUILT DRAWINGS...

7. SUBJECT PROPERTY CONTAINS 1,432.374 SQUARE FEET, 32.883 ACRES MORE OR LESS.

8. THERE ARE NO VISIBLE SIGNS OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.

9. THERE ARE NO CHANGES IN STREET RIGHT-OF-WAY WHICH BOUNDARY BOYS, LLC, IS AWARE OF, NOR OBSERVED EVIDENCE OF STREET/SIDEWALK REPAIRS OR CONSTRUCTION.

10. THERE ARE NO VISIBLE SIGNS OF A CEMETERY/BURIAL GROUNDS ON SUBJECT PROPERTY.

11. THE SURVEYOR DID NOT OBSERVE ANY AREA DELINEATED AS WETLANDS BY APPROPRIATE AUTHORITIES. THE SURVEYOR IS NOT AN EXPERT IN DETERMINING THE LOCATION OF WETLAND AREAS.

12. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION 2 SURVEY.

13. NOTICE: ACCORDING TO TEXAS LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY NOT LATER THAN 10 YEARS AFTER THE DATE THE SURVEY IS COMPLETED...

14. ADDRESS OF 1301 SOLANA BOULEVARD, WESTLAKE, TX, WAS OBTAINED FROM THE TARRANT COUNTY APPRAISAL DISTRICT WEBSITE.

SIGNIFICANT OBSERVATIONS

- A. BUILDING EXTENDS ONTO SUBJECT PROPERTY BY ±0.5' (POSSIBLE ENCROACHMENT)
B. BUILDING EXTENDS ONTO SUBJECT PROPERTY BY ±0.4' (POSSIBLE ENCROACHMENT)

ZONING INFORMATION

THE SURVEYOR WAS NOT PROVIDED WITH ZONING INFORMATION BY THE INSURER PURSUANT TO TABLE A ITEM 6.

RECORD DESCRIPTION

LOT 1R1-1, BLOCK 2, MINOR PLAT OF LOTS 1R1-1, 3 & 4, BLOCK 2 OF WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, ACCORDING TO THE MAP RECORDED IN INSTRUMENT NO. D216001903...

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NO. 842370(S-TX-CP-LTXE), DATED JUNE 17, 2018...

ALTA/NSPS LAND TITLE SURVEY

Solana Dallas
B & C Project No. 201802156, 005
Parcel C-LOT 1R1-1, PARCEL 42194537, Tarrant County, TX

Based upon Title Commitment No. 842370(S-TX-CP-LTXE) of Stewart Title Guaranty Company bearing an effective date of June 17, 2018, issued July 10, 2018

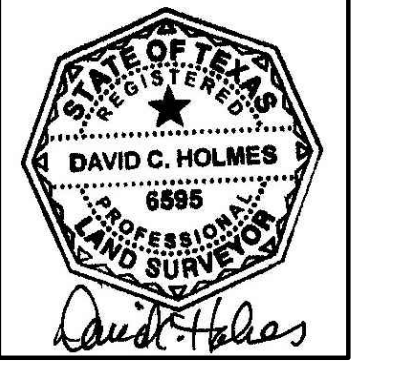
Surveyor's Certification

To: To Be Determined; Stewart Title Guaranty Company; and Bock & Clark Corporation.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys...

David C. Holmes
Registration No. RPLS 6595 - Firm No. 10194189
In the State of Texas
Date of Plat or Map: August 2, 2018
Date of Last Revision: August 7, 2018
Network Project No. 201802156-005

Survey Performed By: Boundary Boys, LLC
P O Box 2441
Harker Heights, TX 76548
Phone: 303-709-7899
Email: d.holmes@boundaryboys.com



LEGEND OF SYMBOLS & ABBREVIATIONS

Legend table with columns for LEGEND, HT, and symbols. Includes items like MEASURED, DEEDED, PLATTED, CALCULATED, BOLLARD, SIGN, MAILBOX, FLOODLIGHT, ELECTRIC MANHOLE, ELECTRIC METER, ELECTRIC POWER, ELECTRIC POLE, MARKER GAS, GAS METER, GAS VALVE, LOCATION OF HEIGHT MEASUREMENT, CLEANOUT, SANITARY MANHOLE, STORM GRATE, STORM MANHOLE, TELEPHONE PEDESTAL, TELEPHONE MANHOLE, RISER, FIRE HYDRANT, WATER MANHOLE, VENT PIPE, WATER VALVE, FIBER OPTIC VAULT, MARKER FIBER OPTIC, REINFORCED CONCRETE PIPE, SET NO. 5 REBAR, FOUND MONUMENT, CALCULATED POSITION, TRASH ENCLOSURE, FENCE, OVERHEAD ELECTRIC LINE, GAS LINE, SANITARY LINE, STORM LINE, TELEPHONE LINE, WATER LINE, MANHOLE (UNKNOWN TYPE), VAULT (UNKNOWN TYPE), BRICK PAVEMENT, CONCRETE PAVEMENT.

FLOOD NOTE

By graphic plotting only, this property is in Zone X and AE of the Flood Insurance Rate Map, Community Panel No. 48439C0085K, which bears an effective date of September 25, 2009...

PROJECT REVISION RECORD

Table with columns: DATE, DESCRIPTION, DATE, DESCRIPTION. Includes entries for 8/2/2018 (FIRST DRAFT) and 8/7/2018 (NETWORK COMMENTS).

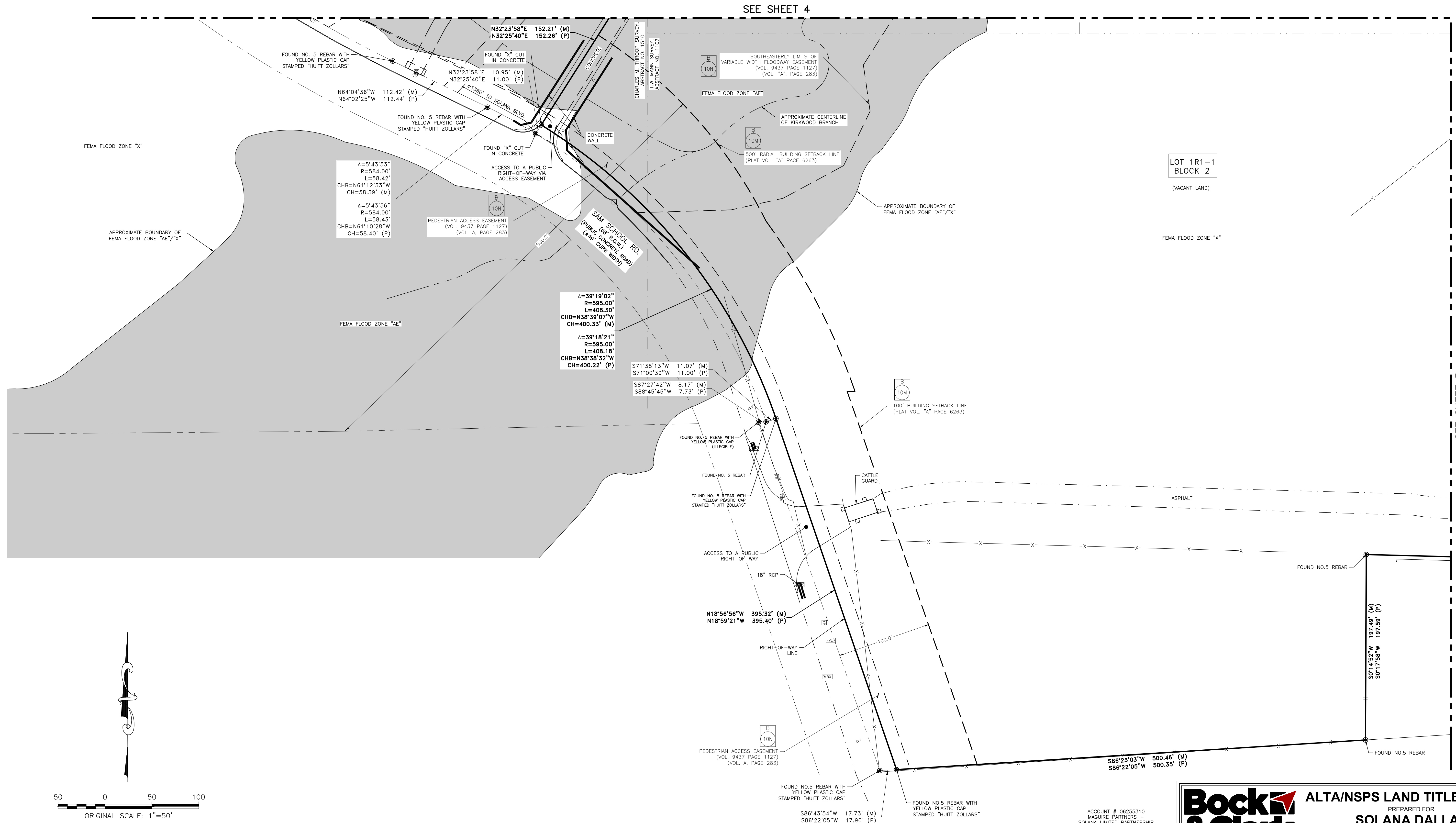
LEGAL

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Bock & Clark National Coordinators
1-(800)-SURVEYS (787-8397)
Bock & Clark Corporation
3550 W. Market Street, Suite 200, Akron, Ohio 44333
maywehelpyou@bockandclark.com
www.bockandclark.com

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

A PARCEL OF LAND IN THE CHARLES M. THROOP SURVEY, ABSTRACT NO. 1510, THE WILSON MEDLIN SURVEY, ABSTRACT NO. 1958, THE T.W. MANN SURVEY, ABSTRACT NO. 1107, THE UP MARTIN SURVEY, ABSTRACT NO. 1015, AND WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, PLAT INSTRUMENT NO. D216001903, COUNTY OF TARRANT, STATE OF TEXAS




SEE SHEET 4

SEE SHEET 3

SHEET 2 OF 4





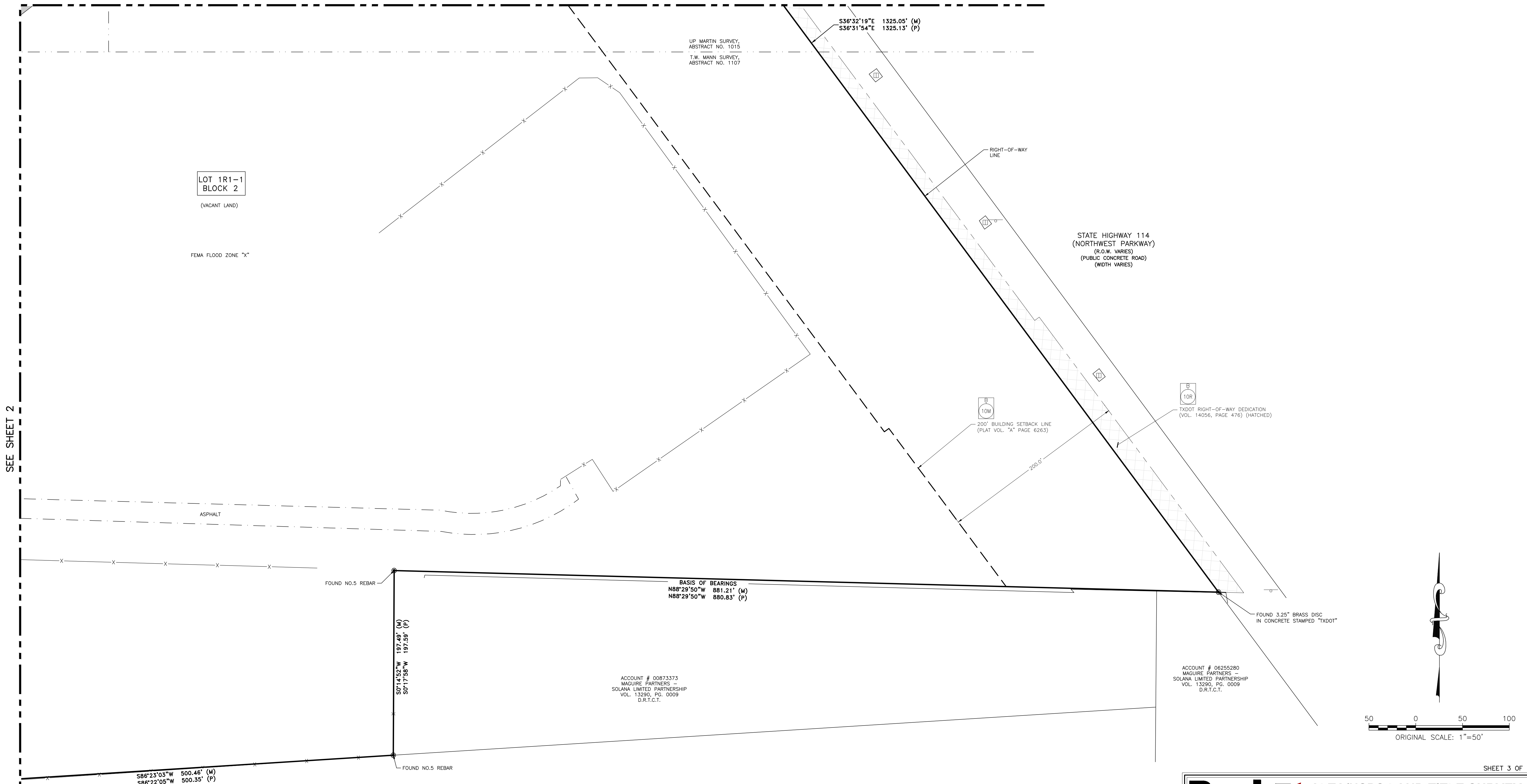
Bock & Clark
SURVEY • ZONING
ENVIRONMENTAL • ASSESSMENT

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
SOLANA DALLAS
DATE OF FIELD SURVEY: JUNE 7, 2018
NETWORK PROJECT NUMBER: 201802156-001
1-(800)-SURVEYS (787-8397)
maywehelpyou@bockandclark.com www.bockandclark.com

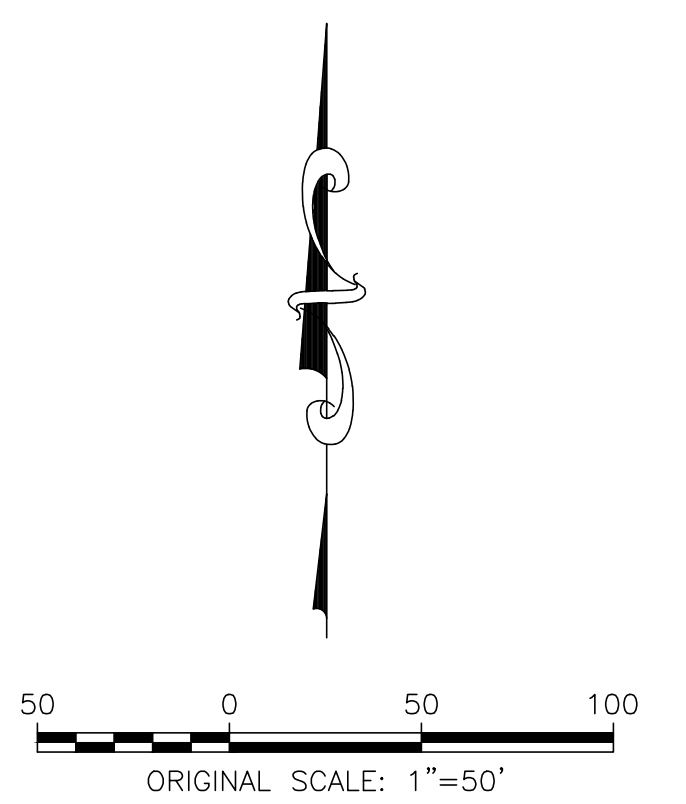
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SEE SHEET 4



SEE SHEET 2

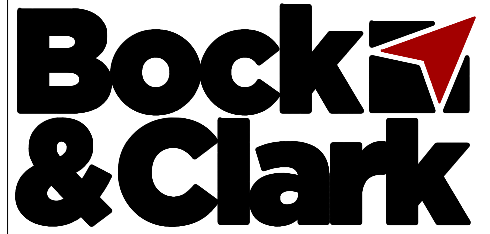


SHEET 3 OF 4

ACCOUNT # 06255310
MAGUIRE PARTNERS -
SOLANA LIMITED PARTNERSHIP
VOL. 13290, PG. 0009
D.R.T.C.T.

ACCOUNT # 00873373
MAGUIRE PARTNERS -
SOLANA LIMITED PARTNERSHIP
VOL. 13290, PG. 0009
D.R.T.C.T.

ACCOUNT # 06255280
MAGUIRE PARTNERS -
SOLANA LIMITED PARTNERSHIP
VOL. 13290, PG. 0009
D.R.T.C.T.

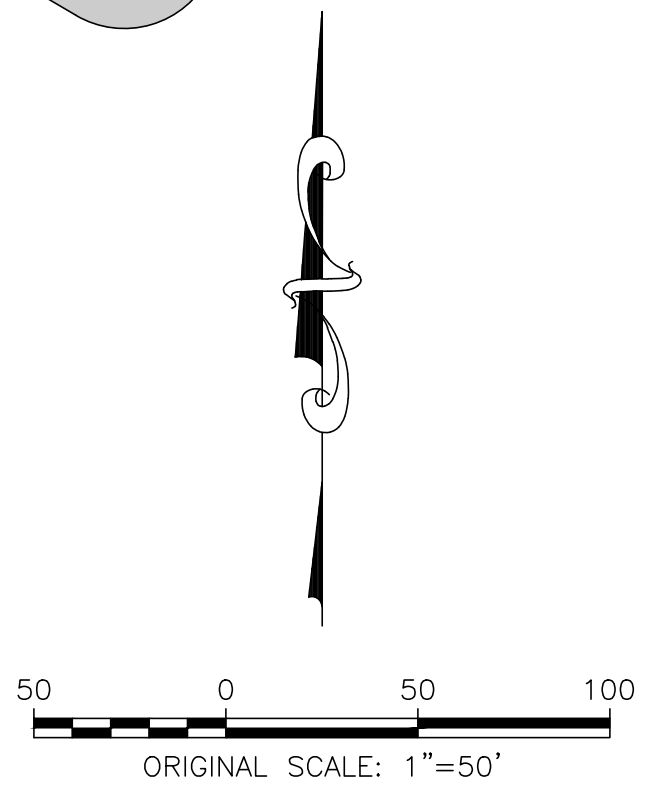
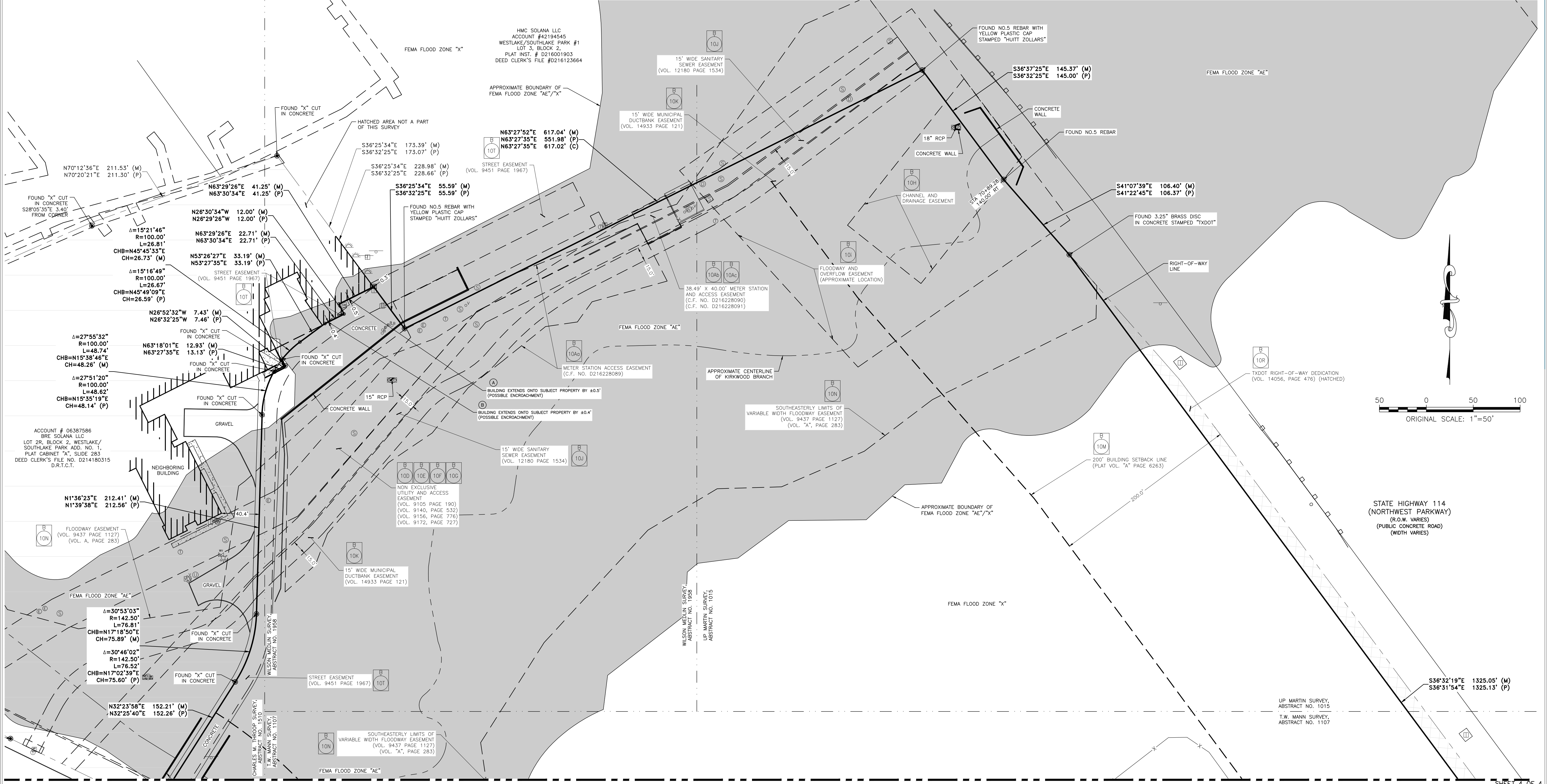


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ALTA/NSPS LAND TITLE SURVEY
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SOLANA DALLAS
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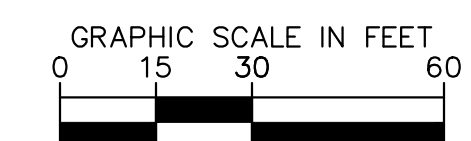
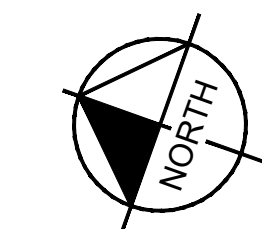


SEE SHEET 2

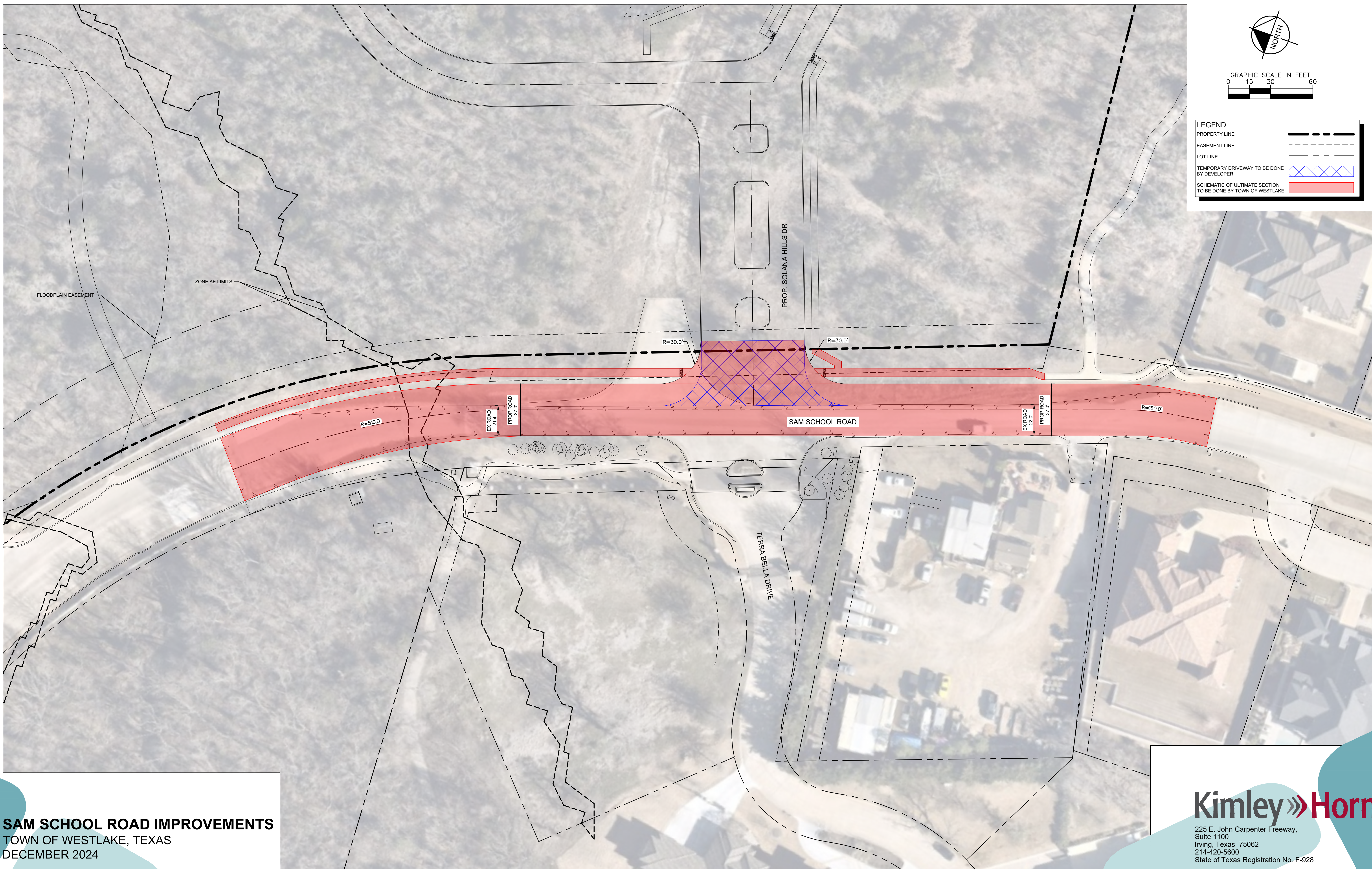
SEE SHEET 3

SHEET 4 OF 4

Bock & Clark ALTA/NSPS LAND TITLE SURVEY
 PREPARED FOR
SOLANA DALLAS
 DATE OF FIELD SURVEY: JUNE 7, 2018
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LEGEND	
PROPERTY LINE	— — — — —
EASEMENT LINE	- - - - -
LOT LINE	— — — — —
TEMPORARY DRIVEWAY TO BE DONE BY DEVELOPER	▨ ▨ ▨ ▨ ▨
SCHEMATIC OF ULTIMATE SECTION TO BE DONE BY TOWN OF WESTLAKE	■ ■ ■ ■ ■



SAM SCHOOL ROAD IMPROVEMENTS
TOWN OF WESTLAKE, TEXAS
DECEMBER 2024

DWG NAME: K:\LAC_D\061289723 - INTOWN - WESTLAKE\CAD\EXHIBITS\04-1005 - SAM SCHOOL ROAD DELINEATION.DWG
LAST SAVED: 12/5/2024 2:37 PM



225 E. John Carpenter Freeway,
Suite 1100
Irving, Texas 75062
214-420-5600
State of Texas Registration No. F-928



Town of Westlake

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

Staff Report

File #: WA RES 24-42

Agenda Date: 12/9/2024

Agenda #: G.4.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding WA Resolution 24-42 approving amendments to the Westlake Academy Admissions Policy to eliminate the Notice of Intent to Return form currently sent to enrolled students each year and setting a defined closing date for accepting waitlist applications from secondary boundary students applying to grades Kindergarten through Grade 8. (Darcy McFarlane, Director of Accountability)

STAFF: Darcy McFarlane, Director of Accountability

BACKGROUND:

When the Town of Westlake received the original Charter for Westlake Academy in 2003, the school implemented a process requiring all returning students to complete a **Notice of Intent to Return Form** each year. This form asked families to confirm whether their student intended to return to Westlake Academy for the upcoming school year and to identify any siblings who wished to apply for admission for the following year.

In addition, the school has traditionally kept the waitlist application open year-round to ensure sufficient students to fill any spaces that may become available throughout the school year.

DISCUSSION:

Notice of Intent to Return

While the **Notice of Intent to Return Form** was an effective tool for managing enrollment at the time of the original Charter, advancements in online registration, earlier registration timelines, and the school's accumulated historical knowledge have rendered the form largely redundant.

The form often creates confusion and frustration for parents by duplicating questions asked during the annual registration process. Additionally, because the form is distributed in February, most parents respond affirmatively to the question, "*Will your student be returning to Westlake Academy for the following school year?*" However, these responses frequently become outdated by the end of summer, when many families make their final decisions about the upcoming school year. As a result, the form has become an unnecessary administrative burden and no longer serves its intended purpose effectively.

The second question on the **Notice of Intent to Return** form remains relevant, as it is used to establish the order of siblings on the **Sibling Waitlist**. To streamline the process, a new **Sibling Survey** would be introduced and sent out each February. This form would allow families to notify the school of any siblings they wish to

have placed on the Sibling Waitlist for the following school year.

Waitlist Application Closing Date for Grades Kindergarten through Grade 8

The Lottery Application for the upcoming school year is open annually from December 1 through January 31, with the lottery taking place in mid-February. After the lottery application period closes, the school continues to accept waitlist applications, adding them to the end of the grade-level waitlist in the order they are received.

For the past 21 years, the number of lottery and waitlist applications for grades Kindergarten through grade 8 has consistently exceeded the available enrollment spaces.

Charter schools, including Westlake Academy, are required to report information to the Texas Education Agency on all student applicants even if the students are not ultimately enrolled. With over 1,500 student applications annually-and numbers continuing to grow-managing and reporting these applicants has become increasingly burdensome.

Implementing a closing date would help reduce the volume of applications and associated reporting requirements for students who will not be enrolled at Westlake Academy. Staff is confident, based on a 21-year history, that implementing a closing date for applications for grades Kindergarten - Grade 8 will not impede the ability to meet desired enrollment numbers at Westlake Academy.

FISCAL IMPACT:

There will be no fiscal impact.

STAFF RECOMMENDATION:

Staff recommends amending the Westlake Academy Admissions Policy to eliminate the Intent to Return Form and to implement a closing date for accepting waitlist applications for grades Kindergarten through grade 8.

ATTACHMENT(S):

WA Resolution 24-42

Redlined Version of WA 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 24-42

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

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

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

WHEREAS, the updates will simplify the admission and enrollment 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 9th DAY OF DECEMBER 2024.

Kim Greaves, President

Board Member Dr. Anna White

Board Member Tammy Reeves

Board Member Mike Asselta

Board Member Todd Gautier

Board Member Michael Yackira

Dr. Kelly Ritchie, Head of School

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

EXHIBIT A

Policy No. 1.02:

Date Board Adopted: May 4, 2009

Date Board Amended: December 9, 2024

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 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 accepted 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

Unless the Academy receives notice that a student does not intend to return, currently enrolled students who continue to reside within an approved geographical boundary and are otherwise in good standing with applicable law and Board policy, are automatically enrolled for the following school year, subject to the following condition: 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.

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 defined 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, 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
2. Children of Town of Westlake full-time employees
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~~ December 9, 2024

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 year. ~~Applications received 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 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.~~

Unless the Academy receives notice that a student does not intend to return, ~~C~~currently enrolled students ~~who provide timely notice of the intent to return and~~ who continue to reside within an approved geographical boundary and are otherwise in good standing with applicable law and Board policy, are automatically enrolled for the following school year, subject to the following condition: 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.

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

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

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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 #: WA RES 24-43

Agenda Date: 12/9/2024

Agenda #: G.5.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding WA Resolution 24-43 to approve amendments to the terms of the Charter issued by the Texas Education Agency for the Operation of Westlake Academy as an open-enrollment charter school to include changes to the limit on class size and changes to the secondary boundary from which applications for admission are accepted (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

BACKGROUND:

Class Size:

When the Town of Westlake applied for the original Westlake Academy Charter in 2003, the school offered only grades 1-6, with class sizes capped at 25 students per class. However, as the school has expanded to include grades K-12, maintaining the original class size of 25 in all classes has become increasingly challenging. This is due to adding more course offerings in Middle and High School and the need to support differentiated learning to meet the diverse needs of all students.

Secondary Boundary:

Students residing within the designated Secondary Boundary may apply for admission to Westlake Academy through the annual lottery. Offers of enrollment are contingent on the availability of space after accommodating returning students and new applicants that reside within the Primary Boundary (Town of Westlake).

In April of 2008, the list of school districts included in the Secondary Boundary was expanded from the original seven districts of Birdville, Carroll, Grapevine-Colleyville, Keller, Lewisville and Northwest ISDs to include students in the following ISDs.

● Argyle ISD	● Eagle Mountain-Saginaw ISD	● Lake Dallas ISD
● Arlington ISD	● Fort Worth ISD	● Lewisville ISD
● Azle ISD	● Frisco ISD	● Little Elm ISD
● Birdville ISD	● Garland ISD	● McKinney ISD
● Boyd ISD	● Grand Prairie ISD	● Northwest ISD
● Carroll ISD	● Grapevine-Colleyville ISD	● Paradise ISD
● Carrollton ISD	● HEB ISD	● Ponder ISD
● Coppell ISD	● Highland Park ISD	● Springtown ISD

● Decatur ISD	● Irving ISD	● Weatherford ISD
● Denton ISD	● Keller ISD	
● Duncanville ISD	● Krum ISD	

DISCUSSION:

Amendment to Class Size:

Maintaining small class sizes remains a priority at Westlake Academy; however, providing a variety of educational experiences to meet students' academic needs is equally important. To balance these priorities, some classes, primarily non-core classes, may need to accommodate more students to ensure adequate support and smaller class sizes in core curriculum courses.

While every effort will be made to balance class sizes and keep them as small as possible, the Administration believes it is in the best interest of students and staff to allow Secondary classes to exceed 25 students, when necessary. This approach helps preserve smaller class sizes for core subjects, where personalized attention is critical.

The recommendation is to continue to cap all Primary Years Programme (PYP) classes at 25 students per class while adjusting caps for Middle and High School classes to a maximum of 28 students for core classes and 30 students for non-core classes, as needed.

Amendment to Secondary Boundary:

A key aspect of a Westlake IB education is active engagement in the community, participation in school activities, collaboration with classmates on school and CAS (Community and Service) projects, as well as involvement in extracurricular and enrichment programs.

However, long commutes between home and school can hinder a student's ability to fully participate in these essential activities. As a result, Westlake Academy's administration believes it is in the best interest of both the students and the school to reduce the Secondary Boundary to a smaller, more geographically proximate area.

At present, there are no students enrolled from the following districts. We recommend requesting a charter amendment to remove these districts from our approved Secondary Boundary.

● Arlington ISD	● Garland ISD	● McKinney ISD
● Azle ISD	● Grand Prairie ISD	● Paradise ISD
● Boyd ISD	● Highland Park ISD	● Ponder ISD

● Decatur ISD	● Krum ISD	● Springtown ISD
● Duncanville ISD	● Lake Dallas ISD	● Weatherford ISD
● Fort Worth ISD	● Little Elm ISD	

With over 1,500 students on our lottery waitlist each year, the removal of these districts from the Secondary Boundary will not affect our ability to fill any open spaces during enrollment.

FISCAL IMPACT:

There will be no fiscal impact.

STAFF RECOMMENDATION:

Staff recommends requesting a Charter Amendment from TEA to increase the number of students allowed per class in Middle and High School classes and to reduce the number of school districts included in the Secondary Boundary.

ATTACHMENT(S):

Current enrollment by home school district.

WA Res 24-43 Charter Amendment Class Size & Secondary Boundary

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 Enrollment by Home School District

<u>School District</u>	<u>Current Enrollment</u>
Argyle	10
Arlington	0
Azle	0
Birdville	12
Boyd	0
Carroll	191 (includes Westlake residents)
Carrollton-Farmers Branch	6

Coppell	6
Decatur	0
Denton	11
Duncanville	0
Eagle Mt - Saginaw	9
Fort Worth	0
Frisco	2
Garland	0
Grand Prairie	0
Grapevine - Colleyville	35
Highland Park	0
Hurst-Euless Bedford	3
Irving	6
Keller	368 (includes Westlake residents)
Krum	0
Lake Dallas	0
Lewisville	9
Little Elm	0
McKinney	0
Northwest	210 (includes Westlake residents)
Paradise	0
Ponder	0
Springtown	0
Weatherford	0

WESTLAKE ACADEMY

WA RESOLUTION 24-43

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES RELATED TO A REQUEST TO AMEND THE TERMS OF THE CHARTER ISSUED BY THE TEXAS EDUCATION AGENCY FOR THE OPERATION OF WESTLAKE ACADEMY

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 amending the terms of the charter as it was previously approved by the Texas Education Agency; and

WHEREAS, the proposed amendments will revise the limitations on class size based on grade level and subject matter, which will increase access to course options available to Westlake Academy students; and

WHEREAS, the proposed amendments will reduce the size of the secondary boundary from which applications will be accepted for admission to Westlake Academy, which will help ensure students admitted to Westlake Academy reside within an area that provides the best opportunity for students and their families to be engaged and involved in the Westlake Academy community; 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 changes to class size as described in *Exhibit “A”* attached to this resolution.

SECTION 3: That, the Westlake Academy Board of Trustees hereby approves the changes to the secondary boundary as described in the Westlake Academy Geographical Boundaries attached as *Exhibit “B”* to this resolution.

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 9th DAY OF DECEMBER 2024.

Kim Greaves, President

Board Member Dr. Anna White

Board Member Tammy Reeves

Board Member Mike Asselta

Board Member Todd Gautier

Board Member Michael Yackira

Dr. Kelly Ritchie, Head of School

ATTEST:

Dianna Buchanan, Board Secretary

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

EXHIBIT A

Westlake Academy Class Size

Westlake Academy will strive to maintain a low teacher-to-student ratio to the maximum extent possible, while also maintaining balanced class sizes across grades. To the extent necessary, the following maximum class sizes will be allowed:

Grades K – 5:	Maximum of 25 students per class
Grades 6 – 12 Core Academic Courses:	Maximum of 28 students per class
Grades 6 – 12 Electives & Physical Education:	Maximum of 30 students per class

EXHIBIT B

Westlake Academy Geographical Boundaries

Primary Boundary: The Primary Boundary shall be consistent with the geographical boundary for the Town of Westlake.

Secondary Boundary: The Secondary Boundary includes the geographical boundaries for following school districts:

Argyle ISD
Birdville ISD
Carroll ISD
Carrollton ISD
Coppell ISD
Denton ISD
Eagle Mountain-Saginaw ISD
Frisco ISD
Grapevine-Colleyville ISD
Hurst Euless Bedford ISD
Irving ISD
Keller ISD
Lewisville ISD
Northwest ISD



Town of Westlake

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

Staff Report

File #: WA RES 24-44

Agenda Date: 12/9/2024

Agenda #: G.6.

ACADEMY STAFF REPORT RECOMMENDATION

Discuss, consider and act regarding WA Resolution 24-44 to approve the terms of a Memorandum of Understanding between Westlake Academy and the House of Commons (Dr. Kelly Ritchie, Head of School)

Discuss, consider and act regarding WA Resolution 24-45 to approve the terms of a Memorandum of Understanding between Westlake Academy and the Westlake Academy Booster Club (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

BACKGROUND:

The Council recently reviewed and revised Westlake Academy's Affiliate Group Policy. The new policy indicates that the Academy will enter into a Memorandum of Understanding (MOU) with each recognized Affiliate Group to ensure the Academy is able to maximize the opportunities to collaborate with these groups to enhance the programs offered to Westlake Academy students.

DISCUSSION:

The MOUs presented here include proposed terms for an MOU with the Westlake Academy House of Commons and proposed terms for an MOU with the Westlake Academy Booster Club. The terms are intended to help facilitate the operations of the Affiliate Groups that may impact Academy policies and procedures and to ensure an effective communication plan between the Affiliate Groups and the Academy.

STAFF RECOMMENDATION:

Staff recommends Town Council approve WA Resolution 24-44 and WA Resolution 24-45.

ATTACHMENT(S):

WA Resolution 24-44

Proposed WA Memorandum of Understanding with the Westlake Academy House of Commons.

WA Resolution 24-45

Proposed WA Memorandum of Understanding with Westlake Academy Booster Club.

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) Motion to approve as presented.
- 2) Motion to amend with the following changes/additions (please state in motion)
- 3) Motion to table
- 4) Motion to deny

WESTLAKE ACADEMY

RESOLUTION NO. 24-44

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES TO APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE WESTLAKE ACADEMY HOUSE OF COMMONS.

WHEREAS, the Board of Trustees desires to create the highest quality educational programs and learning environment for Westlake Academy students; and,

WHEREAS, the Board of Trustees has authorized affiliate groups, which are organizations that work with Westlake Academy and its stakeholders within the community to support financial sustainability and enhance student opportunities; and,

WHEREAS, the Westlake Academy House of Commons is identified as an affiliate group that provides a parent/teacher organization to support the Westlake Academy community through sponsoring social and educational events, assisting with the Academy's volunteer needs, and managing and operating the Academy Spirit Shop; 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 residents of the Town of Westlake.

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

SECTION 1: That the Westlake Academy Board of Trustees does hereby approve the Memorandum of Understanding, attached hereto as *Exhibit "A"*; and further authorizes the Head of School to execute this Agreement.

SECTION 2: 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 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 9th DAY OF DECEMBER 2024.

Kim Greaves, 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

DRAFT FOR HOC

WESTLAKE ACADEMY AFFILIATE GROUPS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into by and between the Town of Westlake (“Town”), as the charter holder of Westlake Academy (“Academy”), and the Town Council as the governing body of the Academy ("Academy Board of Trustees"), and the Board of Directors of the Westlake Academy House of Commons ("HOC"), a Texas nonprofit organization, to memorialize the nature of the relationship between the parties and the support each agrees to provide for the benefit of the other party.

WHEREAS, the Academy is a public school with a mission to develop inquiring, knowledgeable, and caring young people who help to create a better and more peaceful world through intercultural understanding and respect; and

WHEREAS, the uncertainty and restrictions inherent in the Texas public school finance system require the Academy to seek and rely upon alternative sources of support in order to continue and/or enhance its quality education programs; and

WHEREAS, the HOC is a Texas nonprofit organization recognized under section 501(c)(3) of the Internal Revenue Code as exempt from federal income taxes, organized for educational and charitable purposes to provide support for the benefit of the Academy and its students; and

WHEREAS, the Academy has recognized certain organizations, including the HOC, as Westlake Academy Affiliate Groups, which are organizations that work with the Academy and its stakeholders within the community to support financial sustainability and enhance student opportunities to further the Academy’s mission; and

WHEREAS, the Academy and the HOC agree the commitments and procedures identified herein will assist both parties with planning and management of the HOC’s support of the Academy and will promote transparency regarding the use of Academy and HOC resources;

NOW, the Academy Board of Trustees and HOC Board of Directors agree as follows:

1. Westlake Academy agrees to recognize the HOC as an Affiliate Group entitled to the benefits identified in Board Policy 5.09, subject to the HOC’s compliance with Board Policy 5.09 and the terms of this Agreement.
2. Westlake Academy agrees to provide HOC with access to student directory information subject to any limitations required by applicable law. HOC agrees to comply with any restrictions communicated by the Academy related to the use of parent email lists or other Academy resources used to communicate with Academy students or parents.
3. Westlake Academy agrees to allow reasonable use of Academy logos and further agrees to grant the HOC a license to use certain Academy logos or other marks

established for use by the Town of Westlake, Westlake Academy, or Westlake Academy athletic teams subject to restrictions described in this Agreement or that may otherwise be communicated to HOC by the Director of Communications or his designee during the term of the Agreement. Such restrictions will include procedures for obtaining prior approval for the use of logos and marks and may include restrictions on the scope of such use. Under no circumstances may the HOC rely upon the license granted under this Agreement to authorize the use of logos or marks by third parties, including but not limited to Westlake Academy students or parents, without the written consent of Westlake Academy or the Town of Westlake.

4. Westlake Academy agrees to provide the HOC space for storage of the trailer used to operate the Westlake Academy Spirit Shop.
5. The Town agrees to provide space for HOC meetings at the Westlake Fire Department or other sites managed by the Town subject to any scheduling procedures communicated to the HOC by Town representatives. HOC further agrees to comply with applicable Board Policy and procedures for the use of other Academy or Town facilities or resources.
6. HOC agrees it is responsible for ensuring that the sale of any merchandise created and/or sold by the organization complies with applicable law and regulations.
7. HOC agrees to provide the Academy copies of the organization's governing documents, which will include the certificate of formation and bylaws, and further agrees to provide copies of any amendments to such documents that may be approved by the organization during the term of this Agreement. The HOC further agrees to provide a copy of the organization's determination letter from the Internal Revenue Service designating the HOC as an exempt organization.
8. The Academy and HOC mutually agree to meet prior to the beginning of each school year to discuss the priorities for both the HOC and Westlake Academy for the coming fiscal year, including any special projects, events or fundraising efforts that may impact the budget planning process or the expenditures of Westlake Academy and/or the Town of Westlake.
9. Upon request, HOC agrees to present a quarterly report to the Academy's Board of Trustees on the organization's activities and events during the prior quarter and describing the organization's contributions to the Academy, financial and otherwise.
10. Within 30 days of entering into this Agreement, HOC agrees to provide proof of liability insurance coverage maintained by the organization in the amount of at least \$500,000 for each person and \$1,000,000 for each single occurrence for death or bodily injury and \$100,000 for each single occurrence for injury to or destruction of property. HOC further agrees to provide advance notice to the

Academy in the event the HOC intends to make any changes to the organization's insurance coverage.

11. HOC agrees to provide the Academy an annual independent audit report for each fiscal year during the term of this Agreement. If approved by the Academy, the HOC may submit a fiscal year-end financial report in lieu of an independent audit report.
12. HOC agrees to ensure all volunteers participating in HOC operations or programs comply with all provisions of the Academy's Volunteer Policy, as it currently exists or may be amended during the term of this Agreement, including the procedures for criminal history background checks to the extent required by Academy policy or state law.
13. HOC agrees to comply with applicable access and check-in procedures adopted by the Academy related to access to Academy and/or Town facilities.
14. The Academy and the HOC acknowledge and agree that they are independent entities and neither party serves as an agent or employee of the other and has no authority to bind the other party.
15. This Agreement has an initial term of one year beginning on the date last signed below ("Effective Date") and, thereafter, will automatically renew for additional one-year terms unless terminated by either party as allowed by the terms of this Agreement or as required by law.
16. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 120 days prior to the intended termination date. In the event either party desires to terminate the Agreement due to the other party's lack of compliance with the terms of this Agreement, the terminating party agrees to provide written notice of the noncompliance and allow the other party thirty (30) calendar days to resolve the reported noncompliance ("Resolution Period".) If the noncompliance is not cured within the time period allowed, the terminating party may terminate the Agreement thirty (30) days after the expiration of the Resolution Period.

Signature page follows:

WESTLAKE ACADEMY
BOARD OF TRUSTEES

HOUSE OF COMMONS
BOARD OF DIRECTORS

President Kim Greaves

President

ATTEST:

ATTEST:

Boad Secretary Dianna Buchanan

Board Secretary

Head of School Dr. Kelly Ritchie

Town Manager Wade Carroll



Town of Westlake

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

Staff Report

File #: WA RES 24-45

Agenda Date: 12/9/2024

Agenda #: G.7.

TOWN STAFF REPORT RECOMMENDATIONS

Discuss, consider and act regarding WA Resolution 24-45 to approve the terms of a Memorandum of Understanding between Westlake Academy and the Westlake Academy Booster Club (Dr. Kelly Ritchie, Head of School)

STAFF: Dr. Kelly Ritchie, Head of School

NOTE: PLEASE REFER TO REPORT FOR AGENDA ITEM G.5.

WESTLAKE ACADEMY

RESOLUTION NO. 2444

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES TO APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE WESTLAKE ACADEMY BOOSTER CLUB.

WHEREAS, the Board of Trustees desires to create the highest quality educational programs and learning environment for Westlake Academy students; and,

WHEREAS, the Board of Trustees has authorized affiliate groups, which are organizations that work with Westlake Academy and its stakeholders within the community to support financial sustainability and enhance student opportunities; and,

WHEREAS, the Westlake Academy Booster Club is identified as an affiliate group that supports the Academy's athletic program by encouraging parent and community participation to enhance the athletic experience for Academy students; 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 residents of the Town of Westlake.

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

SECTION 1: That the Westlake Academy Board of Trustees does hereby approve the Memorandum of Understanding, attached hereto as *Exhibit "A"*; and further authorizes the Head of School to execute this Agreement.

SECTION 2: 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 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 9th DAY OF DECEMBER 2024.

Kim Greaves, 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

DRAFT FOR BOOSTER CLUB

WESTLAKE ACADEMY AFFILIATE GROUPS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into by and between the Town of Westlake (“Town”), as the charter holder of Westlake Academy (“Academy”), and the Town Council as the governing body of the Academy ("Academy Board of Trustees"), and the Board of Directors of the Westlake Academy Booster Club ("Booster Club"), a Texas nonprofit organization, to memorialize the nature of the relationship between the parties and the support each agrees to provide for the benefit of the other party.

WHEREAS, the Academy is a public school with a mission to develop inquiring, knowledgeable, and caring young people who help to create a better and more peaceful world through intercultural understanding and respect; and

WHEREAS, the uncertainty and restrictions inherent in the Texas public school finance system require the Academy to seek and rely upon alternative sources of support in order to continue and/or enhance its quality education programs; and

WHEREAS, the Booster Club is a Texas nonprofit organization recognized under section 501(c)(3) of the Internal Revenue Code as exempt from federal income taxes, organized for educational and charitable purposes to provide support for the benefit of the Academy and its students; and

WHEREAS, the Academy has recognized certain organizations, including the Booster Club, as Westlake Academy Affiliate Groups, which are organizations that work with the Academy and its stakeholders within the community to support financial sustainability and enhance student opportunities to further the Academy’s mission; and

WHEREAS, the Academy and the Booster Club agree the commitments and procedures identified herein will assist both parties with planning and management of the Booster Club’s support of the Academy and will promote transparency regarding the use of Academy and Booster Club resources;

NOW, the Academy Board of Trustees and Booster Club Board of Directors agree as follows:

1. Westlake Academy agrees to recognize the Booster Club as an Affiliate Group entitled to the benefits identified in Board Policy 5.09, subject to the Booster Club’s compliance with Board Policy 5.09 and the terms of this Agreement.
2. Westlake Academy agrees to provide the Booster Club with access to student directory information subject to any limitations required by applicable law. Booster Club agrees to comply with any restrictions communicated by the Academy related to the use of parent email lists or other Academy resources used to communicate with Academy students or parents.

3. Westlake Academy agrees to allow reasonable use of Academy logos and further agrees to grant the Booster Club a license to use certain Academy logos or other marks established for use by the Town of Westlake, Westlake Academy, or Westlake Academy athletic teams subject to restrictions described in this Agreement or that may otherwise be communicated to Booster Club by the Director of Communications during the term of the Agreement. Such restrictions will include procedures for obtaining prior approval for the use of logos and marks and may include restrictions on the scope of such use. Under no circumstances may the HOC rely upon the license granted under this Agreement to authorize the use of logos or marks by third parties, including but not limited to Westlake Academy students or parents, without the written consent of Westlake Academy or the Town of Westlake.
4. The Town agrees to provide space for Booster Club meetings subject to any scheduling procedures communicated to the Booster Club by Town or Westlake Academy representatives. Booster Club further agrees to comply with applicable Board Policy and procedures for the use of other Academy or Town facilities or resources.
5. Within 60 days of signing this Agreement, the parties agree to work together to create inventories of (1) all property owned by the Booster Club that may be used in connection with the Booster Club's support of Westlake Academy; and (2) all property owned by Westlake Academy that the Booster Club plans to use in connection with the Booster Club's support of Westlake Academy. The parties agree to collaborate on reasonable requests from the Booster Club for assistance with the storage of property owned by the Booster Club that will be used for Westlake Academy events.
6. In the event the Booster Club will be collecting funds on behalf of Westlake Academy, the Booster Club agrees to comply with any documentation procedures related to the receipt, deposit or accounting for such funds that may be communicated to the Booster Club by the Town of Westlake Director of Finance or her designee during the term of this Agreement.
7. The Booster Club agrees it is responsible for ensuring that the sale of any merchandise created and/or sold by the organization complies with applicable law and regulations.
8. The Booster Club agrees to provide the Academy copies of the organization's governing documents, which will include the certificate of formation and bylaws, and further agrees to provide copies of any amendments to such documents that may be approved by the organization during the term of this Agreement. The Booster Club further agrees to provide a copy of the organization's determination letter from the Internal Revenue Service designating the Booster Club as an exempt organization.

9. The Academy and Booster Club mutually agree to meet prior to the beginning of each school year to discuss the priorities for both the Booster Club and the Academy for the coming fiscal year, including any special projects, events or fundraising efforts that may impact the budget planning process or the expenditures of Westlake Academy and/or the Town of Westlake.
10. Upon request, Booster Club agrees to present a quarterly report to the Academy's Board of Trustees on the organization's activities and events during the prior quarter and describing the organization's contributions to the Academy, financial and otherwise.
11. Within 30 days of entering into this Agreement, Booster Club agrees to provide proof of liability insurance coverage maintained by the organization in the amount of at least \$500,000 for each person and \$1,000,000 for each single occurrence for death or bodily injury and \$100,000 for each single occurrence for injury to or destruction of property. Booster Club further agrees to provide advance notice to the Academy in the event the Booster Club intends to make any changes to the organization's insurance coverage.
12. Booster Club agrees to provide the Academy an annual independent audit report for each fiscal year during the term of this Agreement. If approved by the Academy, the Booster Club may submit a fiscal year-end financial report in lieu of an independent audit report.
13. Booster Club agrees to ensure all volunteers participating in Booster Club operations or programs comply with all provisions of the Academy's Volunteer Policy, as it currently exists or may be amended during the term of this Agreement, including the procedures for criminal history background checks to the extent required by Academy policy or state law.
14. Booster Club agrees to comply with applicable access and check-in procedures adopted by the Academy related to access to Academy and/or Town facilities.
15. The Academy and the Booster Club acknowledge and agree that they are independent entities and neither party serves as an agent or employee of the other and has no authority to bind the other party.
16. This Agreement has an initial term of one year beginning on the date last signed below ("Effective Date") and, thereafter, will automatically renew for additional one-year terms unless terminated by either party as allowed by the terms of this Agreement or as required by law.
17. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 120 days prior to the intended termination date. In the event either party desires to terminate the Agreement due to the other party's lack of compliance with the terms of this Agreement, the terminating party agrees to provide written notice of the noncompliance and allow the other party thirty (30) calendar days to resolve the reported noncompliance ("Resolution

Period".) If the noncompliance is not cured within the time period allowed, the terminating party may terminate the Agreement thirty (30) days after the expiration of the Resolution Period.

WESTLAKE ACADEMY
BOARD OF TRUSTEES

WESTLAKE ACADEMY BOOSTER CLUB
BOARD OF DIRECTORS

President Kim Greaves

President

ATTEST:

ATTEST:

Boad Secretary Dianna Buchanan

Board Secretary

Head of School Dr. Kelly Ritchie

Town Manager Wade Carroll



Town of Westlake

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

Staff Report

File #: 24-379

Agenda Date: 12/9/2024

Agenda #: H.1.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.071: Consultation with and legal advice from Academy Attorney regarding Westlake Academy Affiliate Groups.



Town of Westlake

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

Staff Report

File #: 24-391

Agenda Date: 12/9/2024

Agenda #: H.2.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.071: Consultation with and legal advice from Academy Attorney regarding compliance with donor restricted gifts related to Westlake Academy facilities



Town of Westlake

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

Staff Report

File #: 24-392

Agenda Date: 12/9/2024

Agenda #: H.3.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.073: Deliberation regarding prospective gifts related to Westlake Academy facilities.



Town of Westlake

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

Staff Report

File #: 24-373

Agenda Date: 12/9/2024

Agenda #: H.4.

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.



Town of Westlake

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

Staff Report

File #: 24-380

Agenda Date: 12/9/2024

Agenda #: H.5.

TOWN STAFF REPORT RECOMMENDATIONS

Section 551.074(1): Deliberation Regarding Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Westlake Development Corporation, Inc. Board (EDC Type 4B)



Town of Westlake

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

Staff Report

File #: 24-389

Agenda Date: 12/9/2024

Agenda #: H.6.

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