

The Regular Meeting of the Town of Westlake Town Council will begin immediately following the conclusion of the Town Council Work Session but not prior to the posted start time.



TOWN OF WESTLAKE, TEXAS

Vision Statement

An oasis of natural beauty that maintains our open spaces in balance with distinctive development, trails, and quality of life amenities amidst an ever expanding urban landscape.

TOWN COUNCIL MEETING

AGENDA

December 12, 2016

**1301 Solana Blvd.
Building 4, Suite 4202
2ND FLOOR, COUNCIL CHAMBER
WESTLAKE, TX 76262**

Workshop Session: 5:00 p.m.

Regular Session: 6:30 p.m.

Mission Statement

Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, and transparent.

Westlake, Texas – "One-of-a-kind community; natural oasis – providing an exceptional level of service."

Work Session

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. REVIEW OF CONSENT AGENDA ITEMS FOR THE TOWN COUNCIL REGULAR MEETING AGENDA.

4. DISCUSSION ITEMS

- a. Presentation and discussion regarding the proposed Transfer of Development Intensity Ordinance.
- b. Presentation and Discussion of process to date and establishing Goals, Objectives, and a Framework for a Town-Wide Public Art Program.
- c. Discussion and update regarding the Upcoming Legislative Session and possible Westlake Priorities.
- d. Discussion Regarding a proposed Special Events Ordinance.
- e. ***Standing Item:*** Presentation and discussion of development projects per Staff November 2016 report and November 2016 Entrada report from the Developer.

5. EXECUTIVE SESSION

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property

6. RECONVENE MEETING

7. COUNCIL RECAP / STAFF DIRECTION

8. ADJOURNMENT

Regular Session

1. **CALL TO ORDER**
2. **ITEMS OF COMMUNITY INTEREST:** Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.
3. **CITIZEN COMMENTS:** This is an opportunity for citizens to address the Council on any matter whether or not it is posted on the agenda. The Council cannot by law take action nor have any discussion or deliberations on any presentation made to the Council at this time concerning an item not listed on the agenda. The Council will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.
4. **CONSENT AGENDA:** All items listed below are considered routine by the Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.
 - a. Consider approval of the minutes from the November 14, 2016, meeting.
 - b. Consider approval of the minutes from the December 5, 2016, meeting.
 - c. Consider approval of **Resolution 16-41**, Designating a public newspaper of general circulation as the Official Newspaper.
 - d. Consider approval of **Resolution 16-42**, Approving the Town's Legislative priorities for the 2017 Texas Legislative Session.
5. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 806 AMENDING CHAPTER 70, OF THE WESTLAKE CODE OF ORDINANCES BY ADDING A NEW SECTION RELATED TO TEMPORARY BUSINESS SIGNAGE.**
6. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 807, APPROVING REZONING OF AN APPROXIMATELY 5.03-ACRE TRACT, IDENTIFIED AS A PORTION OF PLANNED DEVELOPMENT DISTRICT 2; REZONING SAID TRACT FROM PLANNED DEVELOPMENT TO GOVERNMENT USE. THE SUBJECT TRACT IS GENERALLY LOCATED NEAR THE NORTHWEST CORNER OF DAVIS BOULEVARD AND DOVE ROAD.**
7. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 808, APPROVING REPLAT OF AN APPROXIMATELY 5.03-ACRE PORTION OF LOT 1, FIDELITY INVESTMENTS ADDITION, PHASE 1.**
8. **DISCUSSION AND CONSIDERATION OF RESOLUTION 16-43, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH BROWN REYNOLDS WATFORD ARCHITECTS TO PROVIDE PROFESSIONAL**

ARCHITECTURAL DESIGN SERVICES FOR THE TOWN OF WESTLAKE FIRE/EMS STATION NO. 1 AND AUTHORIZE THE TOWN MANAGER TO MAKE FUNDING CHANGES NOT TO EXCEED \$25,000.00 ON THIS PROJECT.

- 9. CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 809, APPROVING REPLAT OF AN APPROXIMATELY 2.474-ACRE PORTION OF PLANNED DEVELOPMENT DISTRICT 1, PLANNING AREA 2 (PD 1-2), ESTABLISHED BY ORDINANCE 703 FOR THE PROPERTY GENERALLY LOCATED SOUTH OF STATE HIGHWAY 114, EAST OF DAVIS BOULEVARD, AND NORTH OF SOLANA BOULEVARD, COMMONLY KNOWN AS WESTLAKE ENTRADA. THE REPLAT SHOWS BLOCK A, LOTS 1R, 2, 3, 4, AND BLOCK O, LOTS 1R, 2RX, AND 3RX.**
- 10. CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 810, APPROVING REPLAT OF AN APPROXIMATELY 3.388-ACRE PORTION OF PLANNED DEVELOPMENT DISTRICT 1, PLANNING AREA 2 (PD 1-2), ESTABLISHED BY ORDINANCE 703 FOR THE PROPERTY GENERALLY LOCATED SOUTH OF STATE HIGHWAY 114, EAST OF DAVIS BOULEVARD, AND NORTH OF SOLANA BOULEVARD, COMMONLY KNOWN AS WESTLAKE ENTRADA. THE REPLAT SHOWS BLOCK L, LOT 6, AND BLOCK S, LOT 2X.**
- 11. CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 811, APPROVING THE FINAL PLAT FOR OR PHASE II OF THE APPROXIMATELY 84 ACRE DEVELOPMENT KNOWN AS GRANADA, LOCATED GENERALLY EAST OF DAVIS BLVD., SOUTH OF SOLANA BLVD., AND NORTH OF DOVE ROAD.**
- 12. CONDUCT A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION 16-44, APPROVING THE FINAL PLATS FOR PHASE 1 AND PHASE 2A OF THE QUAIL HOLLOW SUBDIVISION, SHOWING 52 RESIDENTIAL LOTS OF ONE-ACRE OR MORE IN SIZE. THE PROPERTY INCLUDED IN THE FINAL PLATS IS A PORTION OF THE APPROVED 188.28-ACRE PRELIMINARY PLAT LOCATED AT 1755 DOVE ROAD, SOUTHEAST CORNER OF THE FM 1938/DOVE ROAD INTERSECTION.**
- 13. EXECUTIVE SESSION**

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

 - a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
 - b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada

- Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property

14. RECONVENE MEETING

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

16. FUTURE AGENDA ITEMS: Any Council member may request at a workshop and / or Council meeting, under "Future Agenda Item Requests", an agenda item for a future Council meeting. The Council Member making the request will contact the Town Manager with the requested item and the Town Manager will list it on the agenda. At the meeting, the requesting Council Member will explain the item, the need for Council discussion of the item, the item's relationship to the Council's strategic priorities, and the amount of estimated staff time necessary to prepare for Council discussion. If the requesting Council Member receives a second, the Town Manager will place the item on the Council agenda calendar allowing for adequate time for staff preparation on the agenda item.

17. ADJOURNMENT

ANY ITEM ON THIS POSTED AGENDA COULD BE DISCUSSED IN EXECUTIVE SESSION AS LONG AS IT IS WITHIN ONE OF THE PERMITTED CATEGORIES UNDER SECTIONS 551.071 THROUGH 551.076 AND SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.

CERTIFICATION

I certify that the above notice was posted at the Town Hall of the Town of Westlake, 1301 Solana Blvd., Building 4, Suite 4202, Westlake, TX 76262, December 7, 2016, by 5:00 p.m. under the Open Meetings Act, Chapter 551 of the Texas Government Code.

Kelly Edwards, TRMC, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please advise the Town Secretary 48 hours in advance at 817-490-5710 and reasonable accommodations will be made to assist you.

Town Council

Item # 2 – Pledge of
Allegiance

Texas Pledge:

*"Honor the Texas flag;
I pledge allegiance to
thee, Texas, one state
under God, one and
indivisible."*

Town Council

Item # 3 – Review of
Consent Items

REVIEW OF CONSENT AGENDA ITEMS FOR THE TOWN COUNCIL REGULAR MEETING AGENDA.

- a. Consider approval of the minutes from the November 14, 2016, meeting.
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- d. Consider approval of **Resolution 16-42**, Approving the Town's Legislative priorities for the 2017 Texas Legislative Session.

Town Council

Item #4 – Discussion Items

DISCUSSION ITEMS

- a. Presentation and discussion regarding the proposed Transfer of Development Intensity Ordinance.
- b. Presentation and Discussion of process to date and establishing Goals, Objectives, and a Framework for a Town-Wide Public Art Program.
- c. Discussion and update regarding the Upcoming Legislative Session and possible Westlake Priorities.
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- e. ***Standing Item:*** Presentation and discussion of development projects per Staff November 2016 report and November 2016 Entrada report from the Developer.



TYPE OF ACTION

Workshop - Discussion Item

Monday, December 12, 2016

TOPIC: Discussion Regarding Proposed Transfer of Development Intensity Ordinance

STAFF CONTACT: Tom Brymer, Town Manager
Ron Ruthven, Director of Planning and Development

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Update Development Regulations			

Time Line - Start Date: November 28, 2016 **Completion Date:** TBD

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

On March 2, 2015, the Town Council adopted the current Town of Westlake Comprehensive Plan – *Forging Westlake*. A major focus of *Forging Westlake* (the Plan), based on citizen input, was preservation of Westlake’s view corridors and scenic topography. This led to identification of the Town’s view corridors and view sheds in the Plan, as well as ways to incent their preservation, especially from the portions of the Town that lie south of the major ridge lines that traverse Westlake.

Having adopted the Plan, attention has turned to tools needed to implement it, especially this cornerstone of the Plan of preserving the Town’s scenic view corridors for the residential uses that

lie south of the Town's ridge line. A key implementation provision of the Plan involves adoption of policies that allow the transferring of more intense commercial uses that have yet to be developed but are, nonetheless, entitled through existing planned development zoning districts, from one portion of the Town to another. In general, these more intense commercial uses would be transferred from areas located primarily in the southern portion of the Town that are located close to established residential areas with large areas of open space, to the north in areas that are primarily located along SH 114 and SH170.

This concept is called "Transfer of Development Intensity" (TDI) and is proposed to be implemented with a TDI ordinance. Staff has been working on this draft TDI ordinance since this was last discussed with the Commission in 2015. Legal staff as well as key stakeholders from the development community have reviewed and provided input into this draft TDI ordinance.

As the attached exhibits indicate, the areas wherein the development intensity would be transferred are called receiving areas while the areas that would be reducing development intensity would be called sending areas.

The Planning & Zoning Commission held a workshop on this proposed ordinance on November 28, 2016. Their feedback and recommendation will be presented at the Council's workshop.

RECOMMENDATION

Staff recommends presentation and discussion of this proposed TDI Ordinance. A presentation will be made at the Council's workshop about this draft ordinance and its key provisions as well as offer the Council the opportunity to ask questions and discuss this draft ordinance.

ATTACHMENTS

1. Key related excerpts from *Forging Westlake*, the Town's Comprehensive Plan.
2. Proposed draft TDI Ordinance.

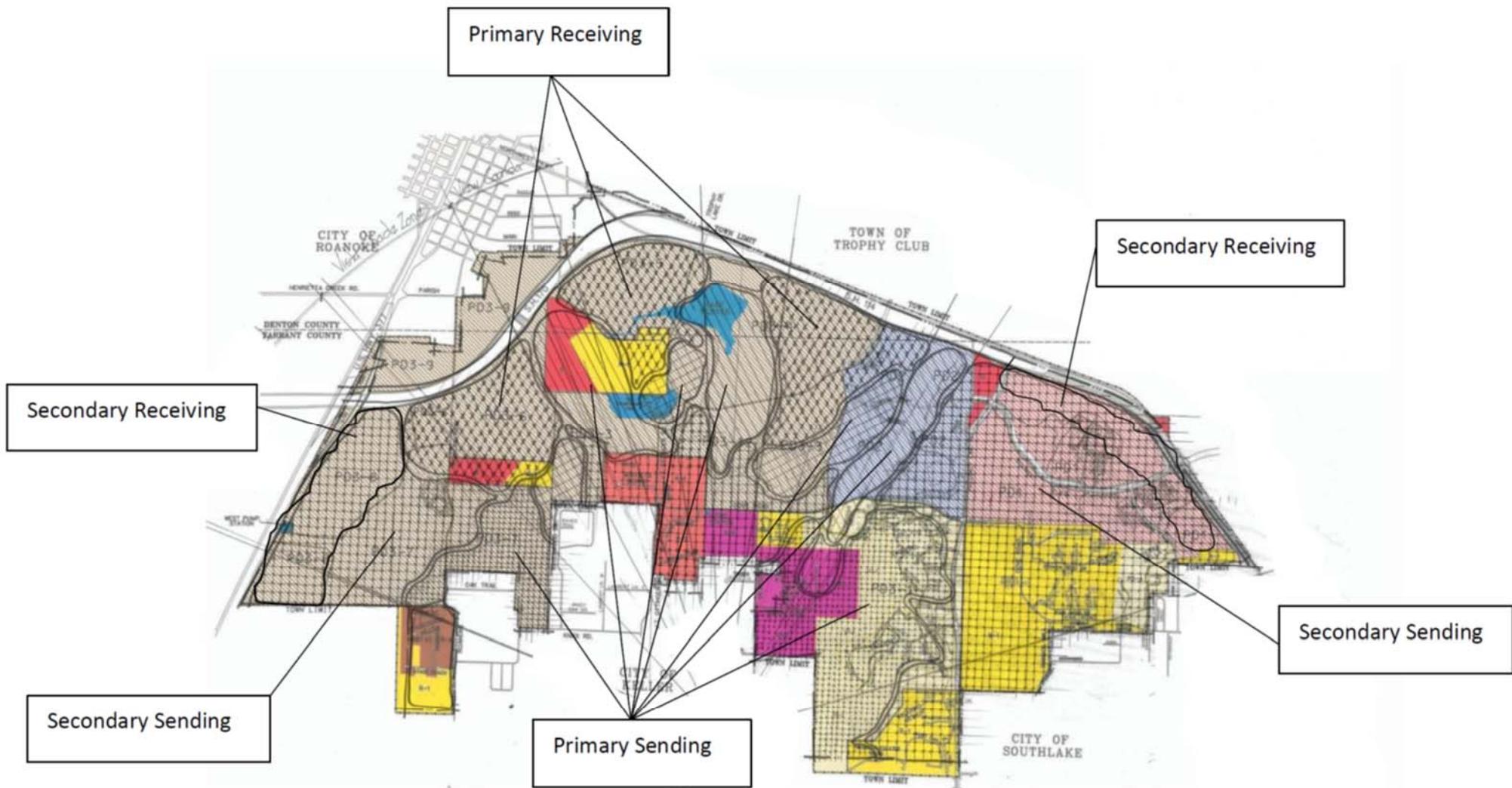
Westlake's Current Entitlements by Land Use			
	Building Area (Sq. Ft.)	Units	Rooms
PD1-1			
Hotel	150,000		250
Retail	349,483		
Office/Education	659,648		
Residential		207	
PD1-2 (Entrada)			
Residential		322	
Non-Residential	1,500:1 ratio = 483,000		
PD1-3 (Granada)			
Residential		84	
PD-2			
Office	5,217,752		
PD-3			
PD 3-1			
Office	58,806		
Residential		513	
PD 3-3			
Office	1,200,000		
Hotel	500,000		833
PD 3-4			
Office	558,355		
Hotel	750,000		1250
Retail	360,940		
Mall	1,630,000		
PD 3-5			
Office	884,505		
Mixed-Use	1,305,060		
Residential		275	
PD 3-6			
Office	1,207,486		
Retail	110,650		
Residential		40	
PD 3-7			
Office Campus	2,940,300	60	
PD 3-8			
Office	1,048,707		
Office Campus	775,436		
Office/Industrial	1,099,019		
Retail	131,769		
PD 3-9			
Office	27,443		
Retail	978,793		
Mixed-Use	660,587		
Residential (MF)		330	
PD 3-10			
Retail	133,633		
PD 3-11			
Retail	141,487		

Westlake's Current Entitlements by Land Use			
	Building Area (Sq. Ft.)	Units	Rooms
PD 3-12			
Conference, Education, Data, and 1200 room Hotel	1,250,000		1200
PD-4 (Tierra Bella)			
Single Family		28	
Area Outside PDs			
Office (FAR .25:1)	1,100,347		
R-1 (Min. Lot Size 43,560 sf)		488	
R-2 (Min. Lot Size 87,120 sf)		68	
R-5 (Min. Lot Size 217,800 sf)		35	
R-A (Min. Lot Size 43,560 sf)		48	
Totals	Building Area (Sq. Ft.)	Units	Rooms
Residential (SF)		2,168	
Residential (MF)		330	
Hotel	1,400,000		2,333
Office/ Office Industrial/ Campus Office	16,730,804		
Education/ Conference/ Hotel	1,250,000		1,200
Mixed-Use	2,448,647		
Retail (Inc. Mall)	3,836,755		

Figure 102: Westlake's Current Entitlements by Land Use



Figure 104: Development Square Footage Transfer Map



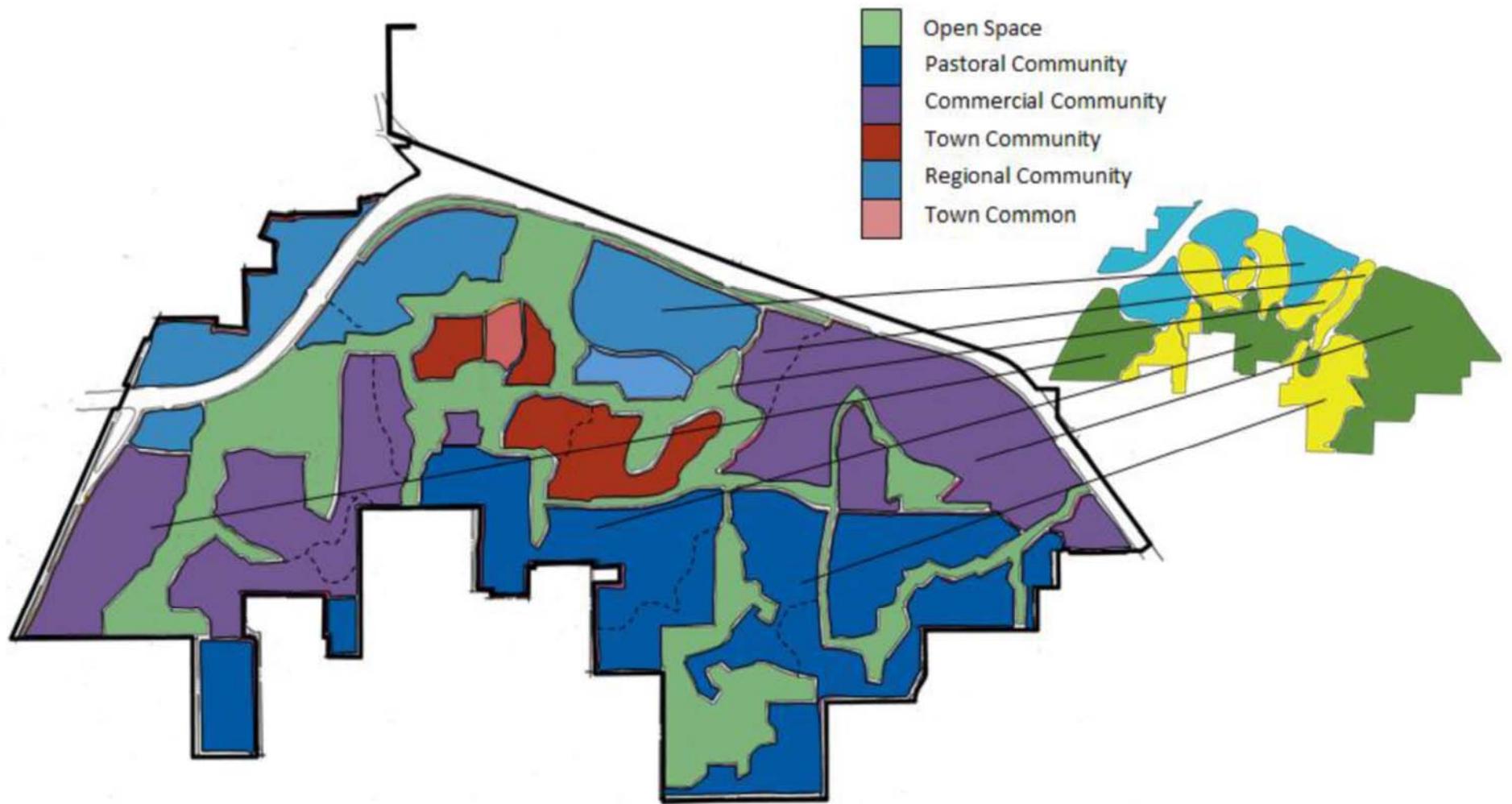


Figure 110: Receiving/Sending Zones in Relation to Community Types

ARTICLE _____

SECTION 1: SHORT TITLE

This ordinance shall be known and may be cited as the “Transfer of Development Intensity Program Ordinance” or simply as the “TDI Ordinance”.

Section 2: PURPOSE

Where eligible, and where approved according to the standards and processes established in this Article, the purpose of this Article is to implement the Town’s Comprehensive Plan (as adopted by Ordinance 747 and hereafter as may be amended). Specifically, implementation of the Town’s Comprehensive Plan, as it relates to this Article, pertains to:

1. The Plan’s stated intent to preserve various view corridors via massing of certain permitted uses in certain zoning districts while off-setting that massing by decreasing zoning use intensities in other district(s). The Town’s Comprehensive Plan sets out those areas in the Town where view corridor preservation may be achieved by increasing or decreasing development mass of approved zoning.
2. The Plan’s stated intent to better distribute and better manage the traffic volumes generated by future development.
3. Facilitate implementation of open space and public facility needs as set out by the Comprehensive Plan.

These stated purposes can be implemented by the massing of development intensity associated with certain permitted land uses in one zoning district while decreasing the development intensity associated with permitted land uses in another district and shall be termed, “Transfer of Development Intensity” or TDI. The transfer of Development Intensity may be between identical permitted land uses in both the Sending Area and the Receiving District PD/ PD Planning Area or between dissimilar Sending District/ Receiving Land Uses when the Sending District Land Use has been converted to a permitted Land Use in the Receiving District PD/ PD Planning Area. In no event shall a TDI application represent a net increase in permitted development Intensity when considering both sending and receiving zoning districts in the aggregate for a Transfer between identical land uses or an increase in permitted Development Intensity as converted in accordance with this Article, unless a Development Intensity Bonus has been granted in accordance with Section 6 of this Article.

SECTION 3: DEFINITIONS

Definitions in this Article are intended only for certain key terms integral to describing the TDI process, and is not meant to be an exhaustive list of all terms contained in the all of the Town’s zoning regulations.

“**Building Envelope**” shall mean the recommended building space of a lot, parcel, or tract located in a Receiving District. The Building Envelope is a buildable space as described by the

height, non-residential FAR (floor to area ratio), and/or Residential Unit Density as recommended in Exhibit A.

“Community Character District” shall mean specific zones identified on the Comprehensive Plan Land Use Plan Element and used to identify sub-zones of the Receiving District where different Building Envelope capacity (expressed as Building Height, FAR, and/or Residential Unit Density) is specified.

“Comprehensive Plan” is the general development plan for the Town as adopted by the Town Council on ____ by Ordinance 747 and may, from time to time, be amended by said Council.

“Development Intensity” shall mean the eligible square footage of a non-residential use permitted in a PD/ PD Planning Area or the number of residential units of a residential use permitted in a PD/ PD Planning Area that are eligible to be considered for severance or transfer in accordance with the provisions of this Article. Only Eligible Development Intensity shall be considered in any request for severance or as a base level to which Development Intensity can be added through Transfer. The Development Intensity eligible to be considered in the TDI program are documented in Exhibit B for all properties zoned as a Planned Development at the time this ordinance is adopted. Future Planned Developments will necessitate a revision of Exhibit B when such future Planned Developments are approved by the Town Council. Development Intensity may be severed from a Planned Development and transferred to a Planned Development as permitted by this Article and in accordance with the processes described herein. In any transfer of Development Intensity, the development square footage and/ or residential uses transferred must be associated with an identical use that is permitted in both the Sending District PD/ PD Planning Area and the Receiving District PD/ PD Planning Area or the development intensity from a Sending Area associated with a Land Use that is not permitted in the Receiving District PD/ PD Planning Area or is not the same as the land use to which the transferred Development Intensity will be assigned, must be converted to a specific use permitted in the Receiving District, in accordance with Section 8 of this Article. The calculation of all conversions must comply with the conversion rates established in Exhibit D. Land Uses may only be converted into non-residential use; there shall be no conversion of a non-residential use or a residential use into a multi-family residential use.

“Development Intensity Bonus” means an additional square foot of transferred Development Intensity allowed for each square foot of Development Intensity severed from a Sending Property as an incentive for setting aside Public Land described in this ordinance (Section 6). Development Intensity Bonuses are added to the Development Intensity, severed from a Sending District PD/PD Planning Area upon Transfer and do not increase or diminish the Development Intensity that has not been severed. A Development Intensity Bonus is added to the Development Intensity severed after severance, thereby increasing the total Development Intensity Transferred. The Sending District party may benefit from the bonus if the bonus is granted for Public Land set aside by the Sending District party. However, if bonus is granted for Public Land set aside by the Receiving District party, then the benefits of the Transfer accrue to the Receiving District party.

“Development Plan” is a specific plan describing how a PD/ PD Planning Area is to be developed according to its approved uses in the ordinance establishing that particular PD/ PD Planning Area as it may be amended from time to time. Further, where applicable, the Development Plan for a PD/ PD Planning Area is subject to the general requirements of the Town’s PD regulations.

“Dual Eligibility Districts” shall mean an area identified in Exhibit C, portions of which can serve as a Sending District when associated with a Sending District or serve as a Receiving District when associated with a Receiving District. The determination as to whether a PD/PD Planning Area located in the Dual Eligibility District is to be designated as a Sending District or a Receiving District shall be determined by the Town Manager or designee and thereby identified as eligible to move forward for consideration of Severance and/ or Transfer by the Town Planning Commission and Council. Disagreement with a designation by the Town Manager may be appealed to the Town Council.

“Land Use Character Districts” shall mean districts as defined within the Land Use Plan section of the Westlake 2015 Comprehensive Plan which describe the build-out qualities and aspects of various sectors of the Town labeled as either Regional Commercial Community, Community Commercial, Town Core Community, Town Common, Open Space Community, or Pastoral Community.

“Planned Development Districts” or “PD” shall mean those zoning districts that have specific zoning and development regulations for a specific geographically defined area as adopted in the ordinance establishing a specific PD (and as may be amended) as well as, where applicable, is subject to the general PD zoning regulations of the Town. Only properties zoned as a Planned Development are eligible for TDI.

“PD Planning Area” shall mean a Planned Development sub-district created by the Planned Development Ordinance and to which Development Intensity is assigned by that ordinance.

“Public Land” shall mean land that remains undeveloped by the property owner and is set aside for any of the following purposes:

- a. Open Space that implements or compliments the Parks, Trails, and Open Space Plan Element of Westlake’s Comprehensive Plan and is not credited toward meeting the open space requirements of the regulating Planned Development Ordinance.
- b. Public facility site including fire stations, police stations, city hall, public civic halls/centers, public museum, library, public school or other such use that the Town agrees is a Public Facility.
- c. Preservation of landmark landforms or other natural landmarks for which the Town seeks preservation.

“Public Land Set Aside” shall mean the means by which Public Land is committed to a public use or purpose. Set aside shall be by such means as determined necessary by the Town Council at the time such Council approves a Severance or Transfer. Means of set aside may include (but not limited to):

- A. Dedication
- B. Easement
- C. Contractual Agreement

“Receiving District” shall mean the designated area in which a specific quantity of square footage of previously approved non-residential use or a specific number of residential dwelling units of a previously approved residential use is adjoined to a PD/PD Planning Area when transferred from another PD/PD Planning Area located in a designated Sending District, with a corresponding increase in Development Intensity credited to the PD/PD Planning Area located in a district receiving the transfer.

“Sending District” shall mean the designated area from which a specific quantity of square footage of previously approved non-residential use or a specific number of residential dwelling units of a previously approved residential use is severed from a PD/PD Planning Area located in a designated district for sending the transfer to another PD/PD Planning Area located in a Receiving District, with a corresponding reduction of the transferred Development Intensity in the district sending out the transfer.

“Severance” shall mean the commitment on the part of a land owner having a right granted by a Planned Development Ordinance to develop an amount of non-residential square footage or residential units to limit the use of that right by an official act of severance that is approved by the Town Council. Severed Development Intensity may be held without attachment via Transfer, awaiting a future Transfer. A Severance that is pending Transfer is called a “Severance Pending Transfer”.

“Transfer” shall mean the attachment of an approved amount of non-residential square footage or residential units severed from a PD/PD Planning Area designated as a Sending District to a PD/PD Planning Area designated as a Receiving District.

“Transfer of Development Intensity” or “TDI” shall mean the process as established in this Article by which development square footage for approved uses is transferred from one PD/ PD Planning Area to another with the intent to achieve preservation of view corridors and other purposes stated in this Article via increased massing of certain permitted uses in the designated Receiving District with an off-setting decrease of massing of the same permitted use(s) in the designated Sending District.

SECTION 4: ZONING DISTRICTS ELIGIBLE TO PARTICIPATE IN TDI

Only properties zoned as a Planned Development are eligible to be considered for TDI. Only the Development Intensity authorized by the PD/ PD Planning Area and associated with land uses that are permitted by the PD/ PD Planning Area (as defined in this Article) shall be eligible for consideration to be Severed or Transferred by the Town:

- A. Only Development Intensity associated with the same permitted use in both the Sending District and the Receiving District, or a Development Intensity associated with a Land Use in a Sending District that is converted to an equivalent Development Intensity for a Land Use permitted in the Receiving District using the conversion rates established in Exhibit D, can be considered for TDI and Transferred.
- B. Only TDI requests determined to meet the intent and criteria of the Comprehensive Plan will be considered eligible for consideration under this Article. A Development Intensity Severance and/or Transfer must be approved by the Town Council as the Council determines appropriate to the Town. A property owner of property located in a PD/ PD Planning Area does not have a right to sever or transfer.
- C. TDI requests for properties that wish to exceed the maximum Development Potential as established by Exhibit A shall do so with Town Council approval.

SECTION 5: SENDING DISTRICTS, RECEIVING DISTRICTS, AND DUAL ELIGIBILITY DISTRICTS

- A. Sending Districts, Receiving Districts, and Dual Eligibility Districts are identified in Exhibit C. When PD/PD Planning Area lies partially within a Sending District or a Receiving District or lies within a Dual Eligibility District, the Town Manager or designee shall make a recommended determination whether the entire PD/PD Planning Area is a Sending District or a Receiving District and such recommended determination shall be confirmed or modified by the Town Council upon approval of an application for Severance or Transfer. Any adjustment to the general boundaries of Sending Districts, Receiving Districts, or Dual Eligibility Districts resulting from such recommended determinations of the Town Manager or Designee shall be documented by making revision to Exhibit C and Exhibit A, when applicable, reflecting the Council's final determination.
- B. After a Severance of Development Intensity, a Sending District PD/PD Planning Area may be developed for any remaining amount of Development Intensity remaining after such severance. If the Sending District property qualifies to benefit from and is granted a transfer bonus for setting aside Public Land in the Sending District, then any subsequent development of that property must implement the Public Land use or purpose for which the bonus was granted. Any documentation of the severance in accordance with this Article must document the Public Land set aside.
- C. After a Transfer of Development Intensity, a Receiving District PD/PD Planning Area may be developed for any amount of Development Intensity specified in the Transfer plus any additional Development Intensity permitted by the regulating PD Ordinance provided that the Building Envelope prescribed for the Community Character District, in which the receiving PD/PD Planning Area is located, is not exceeded. If the Receiving District PD/PD Planning Area qualifies for and is granted a transfer bonus for setting aside Public Land within the Receiving District, then any subsequent

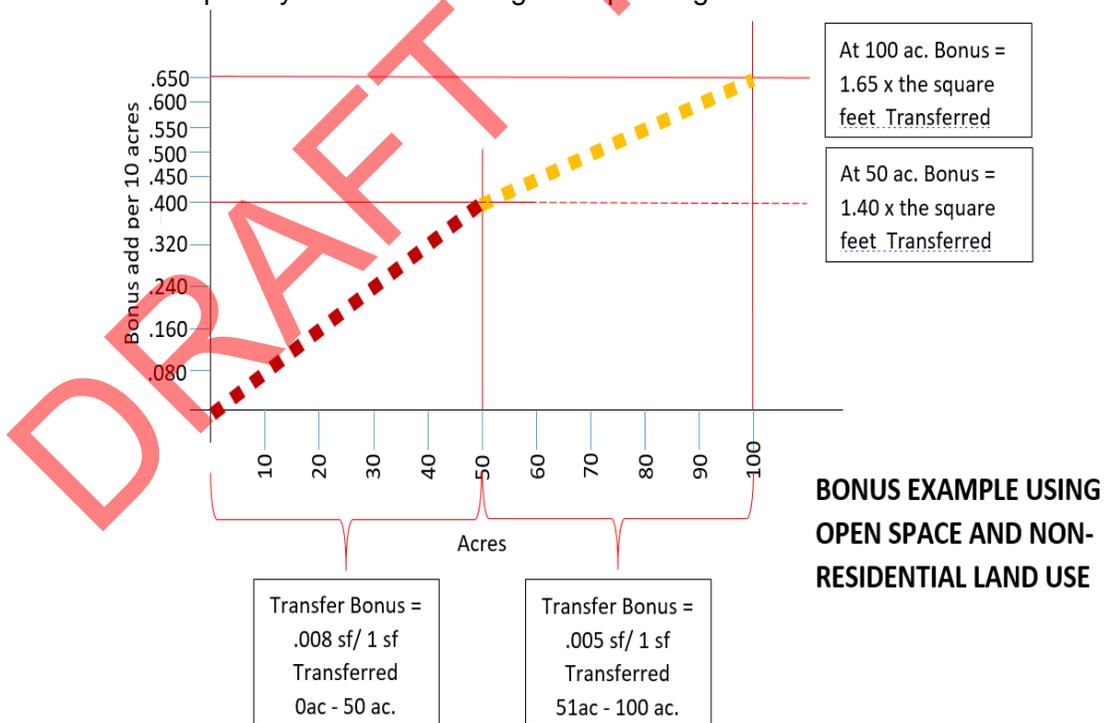
- development of that property must implement the Public Land use or purpose for which the bonus was granted. Any documentation of the Transfer in accordance with this Article must document the Public Land set aside.
- D. When a severance separates 100% of the eligible Development Intensity, the affected property:
- a. Must immediately plat to show Public Land set asides, if such set aside was part of the severance approval;
 - b. May be used to product agricultural or forest products; and
 - c. May be placed within a conservation easement granted to a conservation trust.
 - d. Must be noted on the Master TDI Log as a “ineligible” until and if such property is rezoned.
- E. When a Transfer would occupy 100% of the Building Envelope as identified in Exhibit A, the PD/PD Planning Area cannot receive any additional Development Intensity and the property will be noted on the Town’s Master TDI Log as “Ineligible” until and if the property is rezoned.
- F. The Town Council may approve a severance without identifying a PD/PD Planning Area to which the severed Development Intensity will be affixed via transfer. A property owner may hold such severance until a transfer can be identified. Un-affixed severance is noted on the Town’s Master TDI Log as “Un-affixed”. This provision is expressly intended to facilitate those property owners who develop a property according to market demand but below the Development Intensity permitted by the regulating PD Ordinance and wish to retain unused Development Intensity for a future transfer. Any un-affixed Development Intensity that remains with the severance due to limits imposed by the limited capacity of a Receiving District Building Envelope may only be transferred to another Receiving District property through the processes set out in this Article and upon approval by the Town Council.
- G. Once Development Intensity is severed from a PD/PD Planning Area, the current property owner and any future property owners are obligated to limit development of the property from which Development Intensity has been severed to the portion of development intensity, permitted by the Planned Development Ordinance that has not been committed to severance. The severance limitation remains in effect until the property is rezoned.

SECTION 6: DEVELOPMENT INTENSITY BONUS

- A. When an applicant for a Severance and/or a Transfer of Development Intensity wishes to withhold land from future development and commit such land as Public Land, that applicant is eligible to benefit from a Development Intensity Bonus. Development Intensity Bonuses are added to the Development Intensity, severed from a Sending District PD/PD Planning Area and do not increase or diminish the Development Intensity that has not been severed. A Development Intensity Bonus is added to the Development Intensity severed after severance, thereby increasing the total Development Intensity Transferred. A Development Intensity Bonus is only

granted as an incentive to set aside Public Land. The Sending District Party may benefit from the bonus if the bonus is granted for Public Land set aside by the Sending District party. However, if bonus is granted for Public Land set aside by the Receiving District Party, then the benefits of the Transfer accrue to the Receiving District party. The bonus established below is only granted to benefit either the Sending District party or the Receiving District Party, depending on which party sets aside Public Land. If both parties set aside Public Land, then the Town Council shall determine what the appropriate bonus shall be.

- B. Only the following Public Land set asides are eligible to be considered for a Development Intensity Bonus:
 - (a.) Open Space that implements or compliments the Parks, Trails, Open Space Plan Element of Westlake’s Comprehensive Plan and is not credited toward meeting the open space requirements of the regulating Planned Development Ordinance.
 - (b.) Public facility site including fire stations, police stations, city hall, public civic halls/centers, public museum, libraries, public schools, or other such use that the Town agrees is a Public Facility.
 - (c.) Preservation of landmark landforms or other natural landmarks for which the Town seeks preservation.
- C. Development Intensity Bonus for each of the above listed eligible Public lands is calculated based on the transfer ratios listed below and in accordance with the methods portrayed in the following example diagram:



(a.) Open Space:

For Public Land up to 50 ac., 0.008 sf will be added to each square foot of severed non-residential use at transfer or .005 residential units will be added to each severed residential unit at transfer for each acre of Open Space. For Public Land between 51 ac. and 100 ac.: The first 50 acres shall be calculated based on the above specified transfer rate applicable up to 50 acres. For additional acreage, over 50 acres, 0.005 sf added will be added to each square foot of severed non-residential use at transfer or .003 residential units will be added to each severed residential unit at transfer for each acre of Open Space over 50 ac. For Public land over 100 acres: The transfer rate shall be determined by Town Council.

(b.) Public Facility and Preservation Land:

Public Land 10 ac or less: 0.02 sf. added to each square foot of the severed non-residential use at transfer or 0.02 residential units added to each permitted residential unit at transfer for each acre of Public Facility Site or Preservation site that is 10 ac or less. Where Public Land for a Public Facility or Preservation is greater than 10 ac. the eligible transfer bonus shall be as follows:

- For Public Land from 11 to 50 ac.: 0.005 sf will be added to each square foot of severed non-residential use at transfer or .005 residential units will be added to each severed residential unit at transfer for each acre of Public Facility or Preservation Land greater than 10 ac.
- For Public Land from 51 to 100 ac.: The first 50 acres shall be calculated based on the above specified transfer rates applicable to 10 acres and between 10 and 50 acres. For additional acreage, over 50 acres, 0.004 sf added will be added to each square foot of severed non-residential use at transfer or .004 residential units will be added to each severed residential unit at transfer for each acre of Public Facility or Preservation land over 50 ac.
- For Public land over 100 acres: The transfer rate shall be determined by Town Council.

D. When the Public Land Set Aside is an Open Space and advances the Plan of Westlake Academy, the final bonus non-residential square footage or residential units added to the Transfer may increase by 15%.

E. If the Severance or Transfer includes a bonus for setting land aside as Public Land, the bonus Transfer can be acted upon simultaneously with such measures that the Town deems acceptable and sufficient to establish the Public Land set aside and its use.

SECTION 7: RELATIONSHIP TO ZONING

A. Development Intensity may only be increased within a designated Receiving District through a Transfer of Development Intensity from a designated Sending District. An

increase of Development Intensity through any means other than a transfer of Development Intensity, approved by the Town Council, is prohibited without measures by a property owner to assure that there will be an increased vehicular capacity in the Town Thoroughfare System, as presented in the Town's Official Thoroughfare Plan, required to accommodate an increase in the Town's aggregate Average Daily Trips (ADT's), generated by existing entitlements, or needed to prevent any change in the existing threshold Level of Service (LOS) to LOS E or higher at various intersections of the Regional Arterials and Town Arterials (as identified in the Town's official Thoroughfare plan).

- B. Only a property zoned as a Planned Development is eligible to participate in the TDI Program presented in this Article. Any property not zoned as a PD may make application to the Town to have the development rights currently conveyed through categorical zoning reauthorized in the form of a Planned Development Ordinance which meets the requirements of Chapter 102 of the Town's Code of Ordinances.

SECTION 8: CONVERSION

When the Development Intensity Severed is associated with a Land Use that is permitted in a Sending District PD/PD Planning Area but not permitted in the Receiving District PD/PD Planning Area to which a Transfer is requested, then the Sending Area Development Intensity must be converted to an equivalent Development Intensity associated with a Land Use permitted in the Receiving District. The process of Conversion requires:

- A. Determination of the Conversion Rate: Exhibit D shows the conversion rate for a base land use (column A, vertical axis) for each land use listed in conversion land use (Row A, horizontal axis). The conversion rate to use in calculation of the conversion is that rate specified in the cell where the base land use and the conversion land use intersect.
- B. Calculation of the equivalent Development Intensity: The number of non-residential square footage and/ or the residential units severed must be multiplied by the applicable conversion rate to establish an Equivalent Development Intensity.
- C. Calculation of Applicable Bonus: If a bonus is applicable due to the set aside of Public Land, then the bonus shall be added to the Development Intensity associated with the base land use.
- D. Disclosure of Calculation: All calculations and identification of land uses used to determine the Equivalent Development Intensity must be full documented in any application for Transfer.

SECTION 9: APPROVAL OF A DEVELOPMENT PLAN ASSOCIATED WITH A TRANSFER CONSTITUTES AN AMENDMENT

- A. The Council approval of a Transfer constitutes the following:
 - 1. Approval of the affixation of a specified amount of severed Development Intensity to a specific PD/PD Planning Area provided that the additional Development Intensity is applied to identical Land Uses permitted by the Planned Development

entitlement in both the Sending District PD/PD Planning Area and the Receiving District PD/PD Planning Area, or a Sending District Development Intensity that has been converted to an equivalent Development Intensity associated with a Land Use permitted in the Receiving District PD/ PD Planning Area.

2. Approval of the "Development Plan" required with each transfer or severance constitutes an amendment/ variance of certain existing development provisions of the Planned Development entitlement (except land use) when such amendments/variances are identified in the Development Plan, required as part of the transfer and/ or severance application.
- B. The PD amendment/variance granted through approval of the Development Plan is only applicable for the property included in that Development Plan for which requested amendments/variances are identified. All other properties (lots, parcels, or tracts) must comply with the conditions of the Planned Development entitlement. Any PD condition that is not addressed by the Development Plan shall remain in force as specified by the entitlement ordinance. Land Uses permitted by the PD/PD Planning Area may only be amended through rezoning.

SECTION 10: TDI PROCESS AND RECORDATION OF APPROVED TDI'S

A. Initiation of the TDI Process/Determination of Eligibility for TDI Consideration.

Upon inquiry by a land owner, said TDI process shall begin with a pre-application meeting with the owner(s) of the proposed sending and receiving PD's. This pre-application meeting is to determine eligibility for participation in the TDI process. Following this pre-application meeting, a written determination shall be made by the Town Manager or Designee as to the eligibility of the property in question to participate for consideration under the TDI process and certification that the PD/PD Planning Area in which the property is located is a Sending District or Receiving District (designated Sending Districts and Receiving Districts are identified in Exhibit C. If found ineligible to participate in the TDI process, the owners of the land in the PD/ PD Planning Area's in question may instead, at their option, apply for a zoning change. If certification as a Sending District or a Receiving District is not deemed by the Town Manager or Designee as possible at the administrative level, the owners of the property in question may seek designation by the Town Council.

B. Application for TDI. If the property in question is found to be eligible by the Town Manager, under the criteria established herein, for participation in the TDI process and a written determination has been issued so stating that the owner(s) of the subject property are found eligible, then the property owner may submit a TDI application that, as a minimum, shall contain the following information:

- (1.) Sending and/or Receiving PD/PD Planning Area- a specific field note description and map of the Sending and (if the Severance request includes a Transfer) Receiving PD/PD Planning Area.

- (2.) A specific, quantifiable description of the Development Intensity associated with permitted uses effected by this Severance or Transfer and calculations of what the corresponding reduction in Development Intensity will be for the Sending District and what the corresponding increase in Development Intensity will be for the Receiving District and showing how there is no net increase in approved overall eligible Development Intensity as a result of this transfer except as may be the result of providing Public Land as described in **SECTION 6 (B)**.
- (3.) A Development Plan showing the total impact of the Transfer, specifically including:
 - (a.) all information required for PD site plans as set out in that District's establishment ordinance (as may be amended), and
 - (b.) where applicable as determined by the Town Manager or designee, all information required for Development Plans as set out in the Town's general PD regulations, and
 - (c.) the layout and specific requirements of proposed PD/PD Planning Area amendments/variances needed to accommodate changes to the Sending and Receiving Districts as would be effectuated by the TDI including, but not limited to, location of Building Envelopes, parking, open space and park land and where applicable, Public Land. Land Use is not a permitted amendment or variance.
 - (d.) the percentage of total Building Envelope that is occupied by the Transfer and/ or documents the Development Intensity severed from and remaining within the Sending District PD/PD Planning Area.
 - (e.) any and all variances from the regulating PD Ordinance that are necessary to implement the Transfer Development Plan as shown.
 - (f.) any and all Public Land set asides that are part of the Severance and/ or Transfer transaction.
 - (g.) building height, building square footage and/or number of residential units.
 - (h.) T.I.A. as applicable in accordance with Ordinance No. ____.

C. **Additional Information as may be Required.** The Town Manager or designee is authorized to require additional information from the TDI applicant as may be needed to determine if the proposed application comports to the Comprehensive Plan or as needed to present this matter to the Town Planning and Zoning Commission and Town Council.

D. **Master TDI Log.** The Town Manager or Designee shall develop all necessary administrative processes and forms to accurately track all applications for Severance or Transfer of any and all approved TDI's and any special conditions attached thereto. The Town Manager or Designee shall have maintained a master list of all approved TDI applications to ensure that:

- (1.) no approved TDI Transfer application represent a net increase in the Development Intensity permitted by the regulating PD ordinance(s) when

considering both sending and receiving zoning districts in aggregate in any TDI application unless a Development Intensity bonus has been granted to the Transfer for providing Public Land as specified in this Article.

- (2.) at no time will any approved TDI application achieve a net increase in Development Intensity permitted by the regulating PD ordinances for all PD/ PD Planning Area's in the Town, considered in aggregate, unless a Development Intensity bonus has been granted to the Transfer for providing Public Land as specified in this Article.

SECTION 11: REQUIRED PUBLIC HEARINGS AND NOTICES

- A. Public Process for TDI Consideration.** Once the proposed TDI application is deemed complete by the Town Manager or Designee, public hearings shall be scheduled for consideration of the TDI application before both the Planning & Zoning Commission (Commission) and the Town Council (Council). Notices for said TDI public hearings before the Commission and the Council shall be provided in accordance with proposed zoning change notice requirements. Proposed TDI applications scheduled for Commission and Council consideration will be brought forward with a Staff recommendation that includes how this application comports to the Comprehensive Plan. The Commission will conduct the first public hearing on any proposed TDI application. Following this public hearing, the Commission shall make a recommendation to the Council regarding the proposed TDI application. The Council, following conduct of its public hearing on the proposed TDI application, shall approve, modify, or disapprove said application.
- B. Approval of a TDI shall be done by adoption of a zoning ordinance amendment that contains, as a minimum, the following information:**
 - (1.) Location of the Sending and Receiving PD/ PD Planning Area's with field note description and map of the Sending PD/ PD Planning Area and Receiving PD/ PD Planning Area's.
 - (a.) A specific, quantifiable description of the approved use associated Development Intensity transferred by the TDI and calculations of the corresponding reduction in Development Intensity for the Sending District and the corresponding increase in Development Square Intensity for the Receiving District, and showing how there is no net increase in the vehicular volume associated with permitted development in aggregate for these specific districts, with this transfer, unless a Development Intensity bonus has been granted to the Transfer for providing Public Land as specified in this Article.
 - (2.) An amended Development Plan showing:

- (a.) all information required for PD site plans as set out in that District's establishment ordinance (as may be amended), and
- (b.) where applicable, all information required for Development Plans as set out in the Town's general PD regulations, and
- (c.) How the Development Plan is now amended to accommodate changes to the Sending and Receiving Districts as effectuated by the TDI including, but not limited to, location of Building Envelopes, parking, open space and park land, and
- (d.) Any public land set asides (by any means described in Section 6), if applicable.

DRAFT 12-05-16

Exhibit A: Building Envelope (DRAFT)

DRAFT 12-05-16

BUILDING ENVELOPE ASPECTS	LAND USE SETTINGS*		
	CC2-D: Community Commercial	TC-D: Town Core	RC-D: Regional Commercial
D = View Shade Zone			
Height shall not exceed 735 feet above mean sea level or the height recommended herein, whichever is shorter. The heights identified are for non-residential Development Intensity only. All Single-Family uses are limited to four (4) stories.			
• Recommended	65	85	135
• Suitable**	75	95	140
Site FAR			
• Recommended	.5:1	.6:1	.9:1
• Suitable	.5:1	.7:1	1.4:1
Single Family Detached Units/AC			
• Recommended	2	5	X***
• Suitable	3	5	X***
SF Attached Units/AC			
• Recommended	5	6	X***
• Suitable	6	6	X***
Multi-family: Development Intensity of multi-family cannot be increased via transfer.			

* When the Town Council determines that an area not already identified as a Receiving District shall be a Receiving District, the Building Envelope Aspects shall be establish at the time of such determination and this Exhibit shall be amended to include the new Receiving District.

** The suitable height specified herein may be adjusted by the Town Council in conjunction with the approval of a Transfer Request.

*** Single-Family density in the Regional Commercial Land Use Setting shall be determined by the Town Council in conjunction with the approval of a Transfer Request.

Exhibit B: Eligible Development Intensity (DRAFT)

Eligible Development Intensity *		
	Non-Residential Building Area (Sq. Ft.)	Residential Units
PD 1-1**		
Hotel and Conference, Retail, Office, Education, Government and Institutional, Sports and Health Club	2,820,000	
PD 1-2		
Residential		322
Agriculture, Institutional and Governmental, Commercial, Amusement/ Recreation, Auto Services, and Wholesale Trade	460,500	
PD 1-3		
Residential		84
PD 2		
Office	5,217,752	
PD 3-1		
Office	58,806	
Residential		513
PD 3-3		
Office	1,014,000	
Hotel	350,000	
PD 3-4		
Office	558,355	
Hotel	750,000	
Retail	360,940	
Mall	1,630,000	
PD 3-5a		
Office	930,000	
Mixed-Use	350,000	
Residential (SF)		275
PD 3-5b		
Office	1,160,000	
PD 3-6		
Office	1,207,486	
Retail	110,650	
Residential (SF)		40
PD 3-7		
Office Campus	2,940,300	
Residential (SF)		60
PD 3-8		
Office	1,048,707	
Office Campus	775,346	
Office/Industrial	1,099,019	
Retail	131,769	
PD 3-9		
Office	27,443	
Retail	978,793	
Mixed-Use	660,587	
Residential (MF)		330
PD 3-10		
Retail	133,633	
PD 3-11		
Retail	141,487	
PD 3-12		
Conference, Education, Data Center, and Hotel	1,250,000	
PD 4		
Residential (SF)		28

* Eligible Development Intensity is the difference between the Development Intensity specified in this Exhibit and any portion of that Development Intensity already developed or committed to development by an approved PD Development Plan, PD Site Plan, Approved Transfer or Severance, or building permit.

** per Ordinance 202 as may be amended or replaced by Council action

Exhibit C: Sending, Receiving and Dual Eligibility Districts (DRAFT)

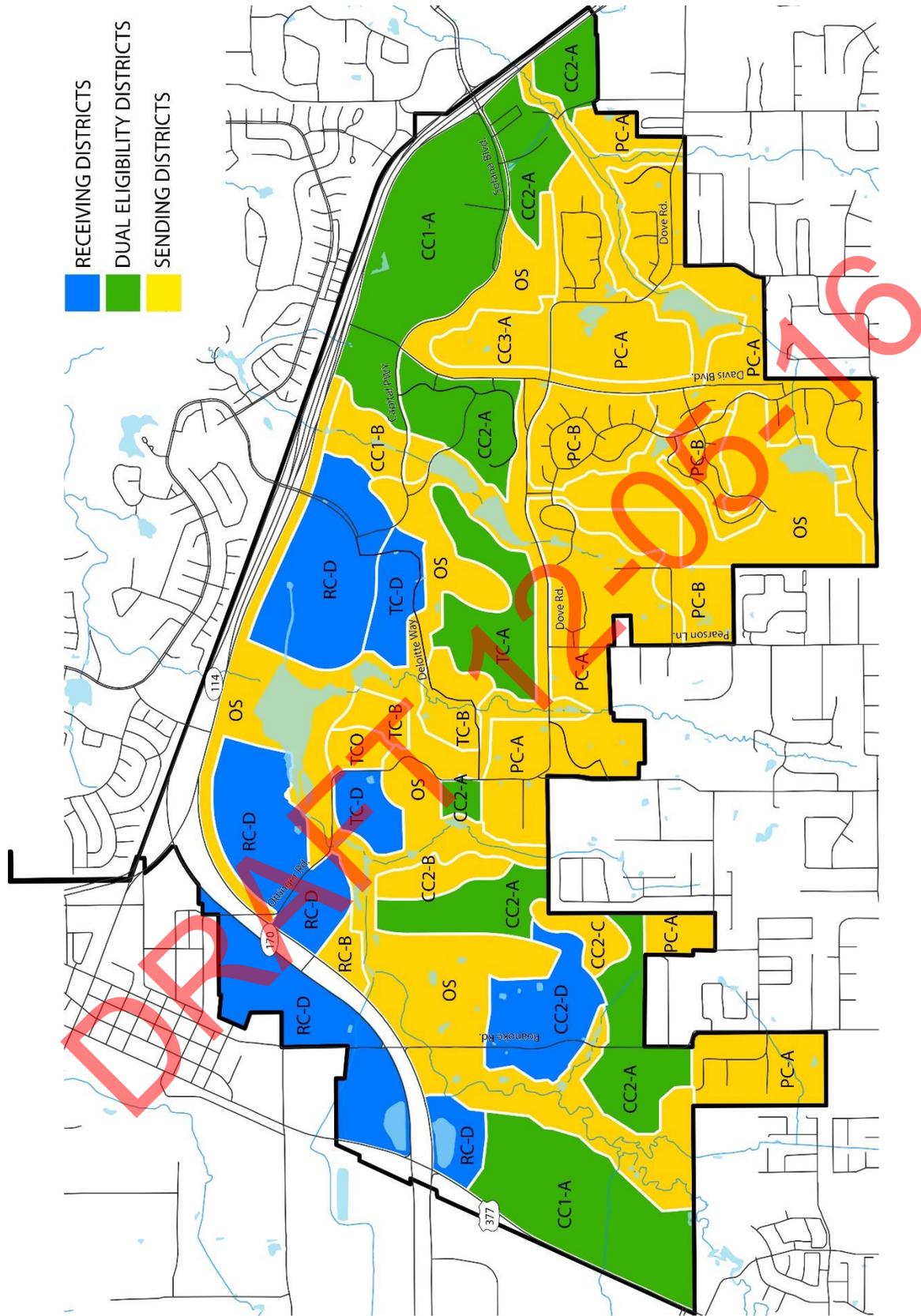


Exhibit D: Conversion Rates (DRAFT)

		New Use							
		Recreational/ Sports and Health Club	Auto Service	Data Center**	Education/ Government/ Institutional	Hotel and Conference	Mall	Mixed-Use	Office
Existing Use	Recreational/ Sports and Health Club	1000/1000	2000/1000		2222/1000	4rm/1000	1034/1000	1600/1000	3333/1000
	Auto Service	500/1000	1000/1000		1111/1000	2rm/1000	522/1000	800/1000	1667/1000
	Data Center**	25/1000	50/1000		56/1000	10rm/1000	26/1000	40/1000	83/1000
	Education/ Government/ Institutional	450/1000	900/1000		1000/1000	1.8rm/1000	465/1000	720/1000	1500/1000
	Hotel and Conference	250/1rm	500/1rm		556/ 1rm	1rm/1rm	259/1rm	400/1rm	833/1rm
	Mall	968/1000	1935/1000		2150/1000	3.87rm/1000	1000/1000	1548/1000	3225/1000
	Mixed-Use	625/1000	1250/1000		1389/1000	2.5rm/1000	646/1000	1000/1000	2083/1000
	Office	300/1000	600/1000		667/1000	1.2rm/1000	310/1000	480/1000	1000/1000
	Office Campus	286/1000	571/1000		634/1000	1.15rm/1000	295/1000	457/1000	952/1000
	Office/Educational	315/1000	629/1000		698/1000	1.26rm/1000	325/1000	503/1000	1048/1000
	Office/Industrial	175/1000	350/1000		389/1000	.7rm/1000	181/1000	280/1000	583/1000
	Residential (MF)**	166/1unit	333/1unit		369/1unit	.67rm/1unit	172/1unit	266/1unit	553/1unit
	Residential (SF)	238/1unit	476/1unit		529/1unit	.96rm/1unit	246/1unit	380/1unit	794/1unit
	Retail	1068/1000	2135/1000		2372/1000	4.27rm/1000	1103/1000	1708/1000	3558/1000
	Wholesale Trade	125/1000	250/1000		278/1000	.5rm/1000	129/1000	200/1000	417/1000
	Amusement	2000/1000	4000/1000		4444/1000	8rm/1000	2067/1000	3200/1000	6667/1000
	Conference	200/1000	400/1000		444/1000	.8rm/1000	207/1000	320/1000	667/1000

new use/ existing use

		New Use								
		Office Campus	Office/Educational	Office/Industrial	Residential (MF)**	Residential (SF)	Retail	Wholesale Trade	Amusement	Conference
Existing Use	Recreational/ Sports and Health Club	2817/1000	3200/1000	5714/1000		4.21u/1000	937/1000	8000/1000	500/1000	5000/1000
	Auto Service	1751/1000	1600/1000	2857/1000		2.10n/1000	468/1000	4000/1000	250/1000	2500/1000
	Data Center**	88/1000	80/1000	143/1000		.11u/1000	23/1000	200/1000	12.5/1000	125/1000
	Education/ Government/ Institutional	1576/1000	1440/1000	2571/1000		1.89u/1000	422/1000	3600/1000	225/1000	2250/1000
	Hotel and Conference	870/1rm	800/1rm	1429/1rm		1.05u/1rm	234/1rm	2000/1rm	125/1rm	1250/1rm
	Mall	3389/1000	3096/1000	5529/1000		4.07u/1000	906/1000	7740/1000	484/1000	4838/1000
	Mixed-Use	2189/1000	2000/1000	278/1000		2.63u/1000	585/1000	5000/1000	313/1000	3125/1000
	Office	1051/1000	960/1000	3571/1000		1.26u/1000	281/1000	2400/1000	150/1000	1500/1000
	Office Campus	1000/1000	913/1000	1631/1000		1.20u/1000	267/1000	2284/1000	143/1000	1428/1000
	Office/Educational	1101/1000	1000/1000	1795/1000		1.32u/1000	294/1000	2514/1000	157/1000	1571/1000
	Office/Industrial	613/1000	560/1000	1000/1000		.74u/1000	164/1000	1400/1000	88/1000	875/1000
	Residential (MF)**	581/1unit	532/1unit	.95u/1unit		.70u/1unit	156/1unit	1330/1unit	83/1unit	840/1unit
	Residential (SF)	833/unit	758/1unit	1.36u/1unit		1unit/1unit	223/1unit	1910/1unit	119/1unit	1190/1unit
	Retail	3739/1000	3416/1000	6100/1000		4.49u/1000	1000/1000	8540/1000	534/1000	5338/1000
	Wholesale Trade	438/1000	400/1000	714/1000		.53u/1000	117/1000	1000/1000	63/1000	625/1000
	Amusement	7005/1000	6400/1000	11429/1000		8.41u/1000	1874/1000	16000/1000	1000/1000	10000/1000
	Conference	700/1000	640/1000	1143/1000		.844u/1000	187/1000	1600/1000	100/1000	1000/1000

new use/ existing use

* Multi-family may be converted to any use presented in the table, but no use may be converted into multi-family.

** Data Center Conversions in Exhibit E

Exhibit E: Conversion Rates for Data Centers (DRAFT)

	Data Center*
Recreation. Sports and health Club	3550/1000
Auto Service	1751/1000
Data Center	1000/1000
Education/ Government/ Institutional	1576/1000
Hotel and Conference	870/ 1rm
Mall	3389/1000
Mixed-Use	2189/1000
Office	1051/1000
Office Campus	1000/1000
Office/ Educational	1101/1000
Office/ Industrial	613/1000
Residential (MF)	581/ 1 unit
Residential (SF)	833/ 1 unit
Retail	3739/1000
Wholesale Trade	438/1000
Amusement	7005/1000
Conference	700/1000

* Office Campus conversion ratio used for conversion of other uses into data center.

Ratios above should be read as sf of Data Center/ sf of Existing Use



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, December 12, 2016**

TOPIC: Presentation and Discussion of Process to Date and Establishing Goals, Objectives, and a Framework for a Town-Wide Public Art Program.

STAFF CONTACT: Tom Brymer, Town Manager
Amanda DeGan, Assistant Town Manager

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Vision: An oasis of natural beauty that maintains our open spaces in balance with distinctive development, trails, and quality of life amenities amidst an ever expanding urban landscape.	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: May 23, 2016 **Completion Date:** N/A

Funding Amount: TBD **Status -** **Funded** **Source - Multiple Sources - see comments below**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Staff had begun to have conversations earlier this year with the Entrada developer’s team about public art within the development. Public art will be a key component of Entrada’s numerous public spaces. These discussions have led to identifying an approach for dealing not only with public art for Entrada, but for all of Westlake. This includes creating an approach for identifying the types of public art Westlake wishes to attract, the process for selecting those pieces, choosing the artists that would create these public art pieces, and how public art in Westlake might be funded.

At the March 28, 2016 Council workshop, the topic of creating a re-constituted public art program by engaging the services of Mr. Russell Tether, a public art expert (via a contract with MESA Planning) was discussed with the Town Council. The Council indicated at this workshop its interest in considering a contract with MESA (and thus Mr. Tether) to pursue this end. This contract's scope of work is intended to achieve that outcome, i.e. a re-constituted public art program that would establish goals, objectives, and a framework for a public art program that could be implemented Town-wide. On May 23, 2016, the Council approved by resolution a contract with MESA Planning (with Mr. Tether as a subcontractor) to assist the Town in developing a new public art plan and approach for public art in Westlake.

On October 20, 2016, following extensive public information and communication efforts, a public workshop was held to gather input on what Westlake residents and businesses would like to see as a part of a public art program in our community. **The purpose of this Council workshop item is to bring the Council up to date on the input received at this workshop, information presented by MESA at this workshop, proposed goals for a public art plan, and next steps in the process for developing a new public art plan for Westlake.**

It should be noted that the Westlake Town Council adopted a public art plan on July 14, 2008; however, most of it has not been implemented due to lack of funding and a specific plan for public art acquisition and placement (note: in addition to the 2008 public art plan, the FM1938/Davis Boulevard Streetscape Plan did identify locations for public art in that corridor, but the public art component of that corridor plan has not been yet implemented). The Town's previously adopted public art plan was furnished to MESA Planning as background and foundational information for development of a new public art plan.

RECOMMENDATION

Recommend hearing the presentation and update from MESA Planning on the status of a possible new Westlake public art program, including an update on the October 20th public input workshop. Further recommend discussing the proposed goals for a new public art plan as well as the next steps in the process of creating a new public art plan and the framework for this plan.

ATTACHMENTS

Information from the Town's October 20, 2016 public input workshop regarding feedback received at that workshop and proposed goals/objectives for a public art program

December 4, 2016

Public Art Program - Goal Formation

The following matrices show each citizen statement gathered at the Public Art Workshop held on October 20th along with related goals for each statement. Goals that apply to multiple citizen statements are considered repeats and all goals fall within one of six themes, which include:

THEME 1: Natural Westlake features as the medium or part of the medium for the artwork (in other words, without the natural feature, there would be no artwork).

THEME 2: Overcoming development pressures through respite, reflection, and/or altered state of mind.

THEME 3: Overcoming development pressures with physical transitions from place to place/ context to context.

THEME 4: Contributing to, revealing, or defining identity, public values, cultural history, and/or education.

THEME 5: Engaging the senses (sight, sound, smell, touch, taste) in unordinary ways to enhance the experience or to be the experience.

THEME 6: Other

Robin and I will discuss the above-mentioned themes, related goals and a suggested strategy to achieve the goals in further detail at the Council workshop on the 12th.

	REPEATS	THEME 1	THEME 2	THEME 3	THEME 4	THEME 5	THEME 6
Town Open Space Context							
OS-1: Like seeing "historic" setting of Westlake, natural original vegetation, animals, fences							
Related Goals:							
1. Promote Public Art that accentuates Westlake's natural, undeveloped areas.		X					
2. Promote Public Art that <u>preserves</u> Westlake's unique vegetation brought forth through the merging of two ecoregions: The Eastern Cross Timbers and the Grand Prairie.		X					
3. Seek Public Art that remembers Westlake's agrarian past in its reference, form, attachment to the fabric thereof.					X		
OS-2: Treescape as undisturbed, a snapshot in time							
Related Goals:							
1. Public Art in the open spaces of Westlake must preserve mature tree canopy and facilitate the restoration of diminishing plant communities.		X					
OS-3: Would like to see a combination of plants, animals, trees, grasses when you come back in 20 years (a vignette of original Westlake)							
Related Goals:							
1. Promote Public Art that maintains Westlake's diverse plant and animal communities for future generations to see and experience.		X					
2. Promote Public Art that educates its audience about Westlake's natural diversity and systems.					X		
3. Create Public Art that memorializes the various states of Westlake's history.					X		
OS-4: Sound - as you walk around the trails... as you pass through... to see movement and hear movement.							
Related Goals:							
1. Promote Public Art, understood through its relationship to the five human senses, that is responsive to senses and engages the senses in the work itself.						X	
2. Public Art that allows the audience to interpret a place based on a combined sensory experience.						X	
3. Create Public Art that captures and translates the sights and sounds of nature into something experiential.	X	X				X	
OS-5: As you walk around open space need interactive spaces. Kids have activities not to be restricted - special areas to have contact with open space, hills, rock climbing.							
Related Goals:							
1. Provide Public Art that encourages interaction with it.						X	
2. Encourage Public Art to invite the audience to express motions and sentiments normally restricted or suppressed by conventional standards.						X	
3. Promote Public Art that motivates one to physically exert themselves through voluntary participation.						X	
OS-6: A series of meditative spaces							
Related Goals:							
1. Create Public Art that defines areas for solitude.			X				
2. Create Public Art that allows for reflection of the world and one's self.			X				
3. Create Public Art that encourages spiritual connection.			X				
4. Create Public Art that reveals the presence of something larger than the individual.			X				
OS-7: To restore one's self							
Related Goals:							
1. Promote Public Art that advances self-healing, rejuvenation and refreshment.			X				
2. Create Public Art that aids in the nurturing of one's self that is suppressed in the everyday.			X				
OS-8: Approachable, safe, kids can climb and have fun							
Related Goals:							
1. Create Public Art that is approachable, non-threatening and therefore familiar.					X		
2. Allow Public Art to serve as a refuge, sanctuary and/or safe-haven.			X				
3. Promote Public Art that encourages exploratory interaction in a fun and safe way.						X	
OS-9: In Butchart Garden (Vancouver) kids can roll down hill and experience outdoor open space							
Related Goals:							
1. Encourage Public Art that uses nature as its medium and source for inspiration.	X	X					
OS-10: Using tree branches and roots to climb in and around							
Related Goals:							
1. Encourage Public Art that uses nature as its medium and source for inspiration.	X	X					

	REPEATS	THEME 1	THEME 2	THEME 3	THEME 4	THEME 5	THEME 6
Town Open Space Context Continued							
OS-11: In water can sit alongside and look, and walk on stepping stones (In Solana now you can connect one area to another)							
Related Goals:							
1. Encourage Public Art to use water as a connecting element.		X					
2. Promote Public Art that uses water as a form of attraction and interaction.		X					
3. Encourage Public Art to address various physical conditions imposed by water.		X					
OS-12: Water features scattered throughout Westlake can have different experiences with different kinds of water							
Related Goals:							
1. Encourage Public Art to accentuate the various states and kinetic expressions of water.	X	X					
OS-13: At night to see lights off in the distance, defining natural features in the dark							
Related Goals:							
1. Encourage Public Art to showcase the night forms of a place.		X					
2. Promote Public Art that plays with the darkness of Westlake's pastoral settings.		X					
3. Create Public Art that reveals natural features of Westlake from distant developed areas during the night hours.		X					
OS-14: Inviting, make you want to stop and go into areas to see							
Related Goals:							
1. Encourage Public Art to draw in the audience for an experience.						X	
2. Promote Public Art that sparks intrigue between it and normal activities.						X	
3. Create Public Art that expands the potential for an experiential domain.						X	
4. Encourage Public Art to establish location and orient the audience.						X	
OS-15: When all development is in we need a place that is peaceful and tranquil and reminds us of the past							
Related Goals:							
1. Encourage Public Art to provide relief from the intensity of development.			X				
2. Create Public Art that remembers Westlake's past.					X		
3. Encourage Public Art to transport the audience to another state of consciousness.			X				
4. Promote Public art that makes the intangible dynamics of Westlake's natural heritage more tangible.					X		
OS-16: Water - touch it, can look at it, use water flowing between elements, over stones, downhill, cascading to show what water can do, small waterfalls, sprays of water.							
Related Goals:							
1. Encourage Public Art to accentuate the various states and kinetic expressions of water.	X	X					
Pastoral Community Context							
PC-1: Connection with nature							
Related Goals:							
1. Promote Public Art that connects the audience with nature.		X					
PC-2: Interaction with nature, trails							
Related Goals:							
1. Create Public Art that interacts with nature.		X					
2. Create Public Art that encourages physical, sensory and spiritual interaction of the participant with nature.						X	
PC-3: Emphasizing Westlake's natural beauty... respite... opportunity to enjoy, setting the stage							
Related Goals:							
1. Promote Public Art that provides an opportunity for respite.			X				
PC-4: Access to nature/ Westlake opening up the hidden							
Related Goals:							
1. Promote Public Art that translates the hidden potential of Westlake's natural assets into something experiential.		X					
2. Encourage Public Art to strengthen the clarity of Westlake's identity.					X		
3. Create Public Art that expands one's capacity to see, understand and otherwise experience Westlake.					X		
PC-5: Adding flow from east - west to soften the segmented feel of subdivision... fluidity							
Related Goals:							
1. Promote Public Art that overcomes physical fragmentation of communities.				X			
2. Encourage Public Art that resonantly unifies communities.				X			
3. Encourage Public Art to seamlessly transition from public to private domains.				X			

	REPEATS	THEME 1	THEME 2	THEME 3	THEME 4	THEME 5	THEME 6
Regional Commercial Context							
RC-1: Contextual connection - reflecting aspects of location in the work							
Related Goals:							
1. Promote Public Art that considers the context in which it will reside as the message and/or the medium of the art, itself.	X	X					
2. Create Public Art that becomes a part of the context in which it resides.					X		
3. Encourage Public Art to facilitate comprehension of the context of place.					X		
4. Promote Public Art that contributes to the definition of the context around it.					X		
RC-2: Do not suppress originality							
Related Goals:							
1. Promote Public Art that expresses the public value of originality.					X		
2. Encourage Public Art to reflect Westlake's unique identity and therefore provide greater understanding of place.					X		
RC-3: Thematic - the works within the Regional Community should have some apparent association that is Westlake							
Related Goals:							
1. Promote Public Art that creates context through aspects of continuity among other works.					X		
2. Reduce the potential for competing centers by creating Public Art that unifies independent development projects.				X			
3. Create Public Art that reconciles otherwise regional development vernacular with uniquely Westlake features.				X			
RC-4: Progression - the works should connect with features that extend into the Regional area from other districts upstream							
Related Goals:							
1. Promote Public Art that reflects, interprets, and otherwise makes visible the relationships of regional natural systems.		X					
2. Encourage Public Art to unify and seamlessly transition between character zones within Westlake.				X			
RC-5: Water a theme							
Related Goals:							
1. Promote Public Art that maintains the identity provided by natural waterscapes of Westlake.		X					
2. Promote Public Art that engages water, when appropriate, in all conditions that are relevant to Westlake's Regional Commercial Community.		X					
3. Encourage Public Art to shape development patterns within the Regional Commercial Community.					X		
RC-6: History a theme							
Related Goals:							
1. Encourage Public Art to communicate events, places, people, accomplishment, and/or characteristic processes of Westlake's history.					X		
2. Promote Public Art that monumentalizes aspects of Westlake's history so that it may be experienced by and communicated to large amounts of people.					X		
3. Promote Public Art that seeks to make Westlake's history visible, thereby providing a way to understand its influence and trajectory.					X		
RC-7: Culture a theme							
Related Goals:							
1. Promote Public Art that communicates processes of human relationships, behavior and economy.					X		
2. Public Art in Westlake should seek to externalize, interpret, and accommodate the culture of place.					X		
RC-8: Preservation/ Conservation - water and the ecological systems it supports							
Related Goals:							
1. Promote Public Art that preserves and conserves the distinctive processes essential to natural systems or the valued remains of a changing condition of natural systems.					X		
RC-9: Tapestry of Town - make a tapestry of projects = Town							
Related Goals:							
1. As Public Art in Westlake becomes part of the fabric of community, it must fit and integrate with the tapestry that is the community.					X		
2. Public Art must share a common identity of location in Westlake as the living fabric of Westlake is more than a background for the work.					X		
RC-10: Enhancement - enhance expansion of public space acquired through gathered density							
Related Goals:							
1. Public Art must expand the power, usability, and presence of open space created by the future gathering of development density.	X	X					
RC-11: Unite - blend development... overcome project autonomy							
Related Goals:							
1. Encourage Public Art to unify autonomous developments to create community.				X			

	REPEATS	THEME 1	THEME 2	THEME 3	THEME 4	THEME 5	THEME 6
Regional Commercial Context Continued							
RC-12: Relation to the Whole – each art installation is part of a larger whole.							
Related Goals:							
1. Encourage Public Art to address and express its relationship to a collective art-scape within Westlake.					X		
RC-13: Express public Values – open space is a value, corporate citizenship is a value							
Related Goals:							
1. Public Art must clearly reflect public values in its location, purpose, subject matter, reference, and/or form.	X				X		
2. Promote Public Art that educates the audience on Westlake’s community values that wish to be passed to the future population.					X		
3. Create Public Art that honors Westlake’s values that, as a community, are viewed as essential to its social cohesion.					X		
Town Community Context							
TC-1: Portal Identification – define function of the area, like a 3D road map...know when you enter a different area							
Related Goals:							
1. Promote Public Art that identifies key elements of cognitive structure that forms one’s mental map of place, including portals, nodes, landmarks, edges, and districts.					X		
2. Encourage Public Art to denote informative experientially significant portals from one area to another.						X	
3. Encourage Public Art to function as portals when placed in locations in need of portal definition.						X	
TC-2: Translation – we try to be global/ worldly, allows for subconscious perception to become conscious (making something imperceivable...perceivable)							
Related Goals:							
1. Public Art must seek to be responsive to all five sense and be incorporated into the work itself.						X	
2. Create Public Art that broadens one’s range of subconscious perception.			X				
3. Promote Public Art that elevates hidden processes of nature to a physical manifestation that shapes the context in which it resides.	X						
TC-3: Help People Be Present – “stop and smell the roses” concept, grateful for the moment							
Related Goals:							
1. In the fast pace of life, Public art in Westlake should nurture and provide opportunity to enjoy respite relief from the ordinary pace of activity.			X				
2. Where appropriate, Public art in Westlake should provide micro-climate conditions that encourage gathering and nurture the presence of people.						X	
TC-4: Intentional – calls for quality craftsmanship...timeless							
Related Goals:							
1. Promote Public Art that embodies the craftsmanship of enduring construction with materials that manifest the workmanship of the craftsman.	X				X		
2. Public Art in Westlake must transcend those aspects of construction and design that would fix the work in time and seek to attain timelessness.	X				X		
TC-5: Subtle – contextually appropriate, works with what is there							
Related Goals:							
1. Promote Public Art that considers the context in which it will reside as the message and/or the medium of the art, itself.	X	X					
TC-6: Personal – uniquely Westlake, gives hopefulness for opportunities they wouldn’t otherwise have							
Related Goals:							
1. Promote Public Art that comes from the participation of both established and emerging talent in the art community.					X		
2. Promote Public Art that is reflective of Westlake’s role in encouraging and nurturing the emergence of artistic talent.					X		
TC-7: Cohesion – create unity, balance, flow, harmony between the different areas...transition							
Related Goals:							
1. Encourage Public Art to seamlessly transition from public to private domains.				X			
TC-8: Sophisticated – timeless							
Related Goals:							
1. Promote Public Art that embodies the craftsmanship of enduring construction with materials that manifest the workmanship of the craftsman.	X				X		

	REPEATS	THEME 1	THEME 2	THEME 3	THEME 4	THEME 5	THEME 6
Other Contributing Citizen Statements							
OCS-1: Westlake = Trinity beautiful but pressures the natural environment							
Related Goals:							
1. Public Art must expand the power, usability, and presence of open space created by the future gathering of development density.	X	X					
2. Encourage Public Art to creatively withstand the pressures of development.				X			
OCS-2: Functionality – seating... Jackson Hole – sitting with great figures in history (Einstein, etc.) – all the mayors of Westlake							
Related Goals:							
1. Promote Public Art that commemorates figures in Westlake’s history that shape its on-going progress.					X		
2. Public Art must clearly reflect public values in its location, purpose, subject matter, reference, and/or form.	X				X		
3. Create Public Art that may serve multiple functionalities.							X
OCS-3: Oslo Norway – (illegible)... 200 acres every statue in the park naked – point = timeless							
Related Goals:							
1. Promote Public Art that embodies the craftsmanship of enduring construction with materials that manifest the workmanship of the craftsman.	X				X		
2. Public Art in Westlake must transcend those aspects of construction and design that would fix the work in time and seek to attain timelessness.	X				X		



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, December 12, 2016**

TOPIC: Presentation and Discussion of the Upcoming Legislative Session and Possible Westlake Priorities.

STAFF CONTACT: Tom Brymer, Town Manager

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 14, 2016 **Completion Date:** December 12, 2016

Funding Amount: N/A **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

This is a continuation of the discussion on this topic held at the Council’s November 14, 2016 workshop. At that workshop, the Council provided feedback on their views for a Town legislative agenda for the 2017 State Legislative Session. Based on that feedback, Staff has drafted a resolution that, if approved, would adopt a series of policy positions on various bill topics. That legislative agenda is attached to the draft resolution and is being brought back to Council for further discussion in this workshop. This resolution is on the Council’s consent agenda for its consideration at its Regular Meeting on this same date.

The next session of the Texas Legislature convenes this coming January. Thousands of bills will be introduced during this session, many of which will not move through the Legislature. Many bills have already been pre-filed. However, there are bills that do move through the Legislature's process, and often these bills would have a negative impact on Texas municipalities generally, and sometimes, on Westlake directly. As these potential deleterious (to cities' interests) bills are introduced, it is often in the Town's best interest to express our concern regarding such legislation. These concerns are usually expressed in written form (letters from the Mayor to our legislative delegation or the committee considering the bill). Occasionally it means being willing to testify at a committee hearing on a proposed bill.

Having general policy guidance from the Town Council regarding our legislative priorities for the upcoming session is helpful to staff in determining the Town's position on "bad bills", i.e. introduced legislation that would negatively impact Westlake directly or cities in general and thus, impact Westlake. It is the purpose of this agenda item to have a follow-up discussion from the November Council workshop regarding the Town's position on this draft legislative agenda for the upcoming session.

RECOMMENDATION

Recommend review and discussion of the draft Westlake 2017 Legislative Priorities and provide input on any desired changes. Consideration of this item is scheduled on the consent agenda (i.e. consideration of a resolution) for the Council's Regular Meeting this same date. Further recommend that, if the Council adopts legislative priorities for the 2017 Session, that these be communicated to our Legislative delegation and other legislators as deemed appropriate.

ATTACHMENTS:

Resolution (under consent items) with Proposed Town of Westlake Legislative Priorities for the 2017 State Legislative Session.



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, December 12, 2016**

TOPIC: Discussion Regarding a Proposed Special Events Ordinance.

STAFF CONTACT: Tom Brymer, Town Manager
Jarrod Greenwood, Public Works Director/Assistant to the Town Manager

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Conduct Neighborhood Meetings and Discussions			

Time Line - Start Date: November 14, 2016

Completion Date: Not determined

Funding Amount: Status - N/A

Source - N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

This proposed ordinance was discussed at the Council’s November 14, 2016 workshop. Based on the Council’s feedback, this draft is brought back for further Council discussion, feedback, and discussion as it relates to special events held on private property.

Municipalities often have a special event ordinance to provide staff the ability to evaluate events to mitigate impacts on the general health and welfare of the citizens and property owners. Additionally, the use of public rights-of-ways and Town owned properties need to be managed to ensure availability of resources to facilitate the special event and minimize impacts to the general public.

The Town does not currently have a Special Events Ordinance, which can become an issue in the future as we continue to see growth of development. Over the past several years, Town staff has experienced growth that has resulted in an increase in events organized by residents, property owners, and corporate citizens that require Town resources to address their impact(s). While historically staff has managed to work with previous event organizers of special events without any issues, this will not be the case as Westlake continues to develop and the amphitheater becomes operational.

As with the draft reviewed at the Council's November workshop, this draft proposed Special Events Ordinance identifies two types of Special Events: 1) Level One; and 2) Level Two. **A third type (Level Three) has been added to this draft for discussion at this meeting as described. below.**

Level One is for events less than 300 people, while Level Two is used for event with more than 300 people. **A criterion that triggers a special event permit for both Level One and Level Two events is that the event utilizes public property for the event (park, right-of-way, etc.) or would require blocking or restricting a public right-of-way or street.**

As you will recall, the Council approved the Entrada amphitheater SUP by Ordinance 776 on the March 28, 2016. When this SUP was discussed, Council (and P&Z) had questions regarding operation of the amphitheater as it relates to impacts of traffic control, parking, litter, policing, etc. Staff advised that it was working on a special events ordinance which would address the amphitheater, but also any other special event held in Westlake as well. The proposed amphitheater is planned to have 300 fixed seats and a total capacity (includes lawn seating) of 3,000. The criterion of 300 people was utilized for the permit due to the provision of the Entrada Amphitheatre SUP.

Section 2 of the SUP stipulates that for any event with more than 300 people, the following conditions must be met:

- a. parking (which may involve shared parking agreements with neighboring property owners);
- b. traffic control (which may include a traffic impact analysis, to be updated as needed or for each event):
- c. security (including a plan setting out how many emergency service personnel will be needed;
- d. noise (requiring compliance with Town ordinances in regard to sound levels and hours of operation):
- e. meeting the requirements of the mass gathering ordinance (including insurance and indemnity); and
- f. any other concerns in regard the public health, safety, or welfare. (which could include type of show, for example, shows with pyrotechnics will require greater protections, or meteorological conditions, or multiple events occurring simultaneously).

From discussion at the November Council workshop, a third category (Level Three) special event has been added to this draft ordinance. The issue was whether the Town needed to

regulate events held solely on private property. **A Level Three special event would be an event that would be held on solely on private property with 500 or more persons attending.** The idea behind this category of event is to provide the Town with a tool that, although the event is held on private property, it has a large attendance, and thus it has the potential of impacting the community. Thus, for an event of this size held on private property, a Level Three event would require that the Town be notified and a traffic plan filed. Should it be determined by the staff that the Level Three event would impact public property (as with a Level One or Two permit), a permit application would be required. Examples of how this could occur would be, for example, where on-site event parking for 500 more persons is not adequate and spill over parking occurs on to public streets adjacent to the event site. Another example of is traffic control where the event site has a single point of ingress/egress. It should be noted that events held solely on private property with an attendance of less than 500 and have no impact on public property (triggering Level One or Two permit requirements), would not be subject to special event permit requirements.

While the draft Special Event Ordinance language was heavily influenced by the Entrada SUP requirements, the proposed Ordinance would also be used for other events in Westlake such as Vaquero fireworks, the Westlake Classic Car Show, Run the Ranch, etc.

RECOMMENDATION

Discussion of proposed Special Events Ordinance and provide feedback to Staff concerning it. Based on Council feedback and direction, this draft ordinance would need to be placed on a future Council regular meeting agenda for consideration for adoption by the Council.

ATTACHMENTS

Draft Special Events Ordinance with addition of language for Tier 3 events language.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, AMENDING CHAPTER 10 BY ADDING ARTICLES 3 AND 4, SECTIONS 10-51 THROUGH 10-78, ENACTING PERMIT PROCEDURES AND REGULATIONS REGARDING SPECIAL EVENTS WITHIN THE TOWN; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A CUMULATIVE CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Westlake, Texas, (the “Town”) is a General Law Municipality located in Tarrant and Denton Counties, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council of Westlake, Texas, finds that special events and Level Two Special Event events without proper regulations, may affect the health, safety, and general welfare of the public and may cause imminent destruction of property or injury to persons; and

WHEREAS, the Town Council of Westlake, Texas, deems it necessary to enact an ordinance to govern special events and Level Two Special Event events within the corporate limits of the Town.

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

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the Town hereby adopts the following procedures and regulations governing Level Two Special Event events, by amending Chapter 10 by adding Articles 3 and 4, Section 10-51 through 10-78 to read as follows:

ARTICLE 3. –SPECIAL EVENTS - GENERALLY

Sec. 10-51. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Event sponsor means any person, group of persons, firm, corporation, partnership, or association that organizes, promotes or solicits funds for the organization or promotion of a Level One or Level Two Special Event.

Issuing officer means the town manager or designated representative.

Level One Special Event means any temporary event involving less than 300 persons that uses either public property, including streets, right-of-way, parks, trail or other public property, or involves closing, blocking or restricting a public street, right-of-way, a park, a trail or the public property.

Level Two Special Event means any meeting or gathering held inside the town limits or within the extraterritorial jurisdiction of the town in which 300 or more persons are present at any one time and that uses either public property, including an amphitheater, streets, right-of-way, parks, trail or other public property, or involves closing, blocking or restricting a public street, right-of-way, a park, a trail or the public property. This definition shall not apply to Westlake Academy school gatherings such as sporting or educational events where the students are the primary participants.

Level Three Special Events means any meeting or gathering held inside the town limits or within the extraterritorial jurisdiction of the town in which 500 or more persons are present on private property.

Town Manager means the Westlake Town Manager or Acting Town Manager or designee.

Sec. 10-52. - Conduct of event; minimum standards.

(a) Level One. Event Sponsor shall provide information, including completing an application if required, and proof that shows that the following minimum standards will be met for any Level One Special Event permitted under this article:

- (1) Location;
- (2) Any requested closure of streets or other public property;
- (3) Other information as required.

(b) Level Two. Event Sponsor shall provide information, including completing an application if required, and proof that shows that the following minimum standards will be met for any Level Two Special Event permitted under this article:

- (1) *Water supply*. The event sponsor shall provide access to a supply of potable water on the site where the event is taking place.
- (2) *Toilet facilities*. The event sponsor shall provide toilet facilities and shall arrange for collection and cleaning at intervals of sufficient frequency to prevent the creation of a health hazard or public nuisance.
- (3) *Solid waste facilities*.

a. The event sponsor shall arrange for solid waste facilities with the waste collection company holding a franchise with the town.

b. All solid waste shall be collected at such frequent intervals as may be necessary to maintain sanitary conditions at the site as determined by the town manager.

(4) *Noise control.* Amplifying equipment shall be designed to control the noise level at the perimeter of the site on which the gathering shall take place and be so operated that all town ordinance requirements are met.

(5) *Food sanitation.* All food and beverages sold or furnished shall be in accordance with the standards of the Tarrant County Health Department.

(6) *Medical and nursing care.* When required by the town fire chief, the event sponsor shall provide one or more emergency aid stations, which shall be staffed and include suitable temporary shelter, supplies and equipment, at no cost to the town.

(7) *Signage.* Signage used in accordance with the event shall comply with the sign regulations of the town under the provisions for Level One Special Event and promotional signage. Any signs not located on the actual premises where the event is being held shall only be approved upon the issuance of a sign permit from the town manager. Signs advertising the event or directing potential customers to the event site are expressly prohibited from placement in the town rights-of-way.

(8) *Tents.* A separate tent permit shall be obtained from the fire marshal in order to erect a tent. Any Level One Special Event or Level Two Level One Special Event which includes the use of a tent, canopy, or temporary structure shall meet the requirements in the building code and fire code. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire marshal.

(9) *Alcohol.* It is the responsibility of the applicant to obtain all required approvals for the possession and consumption of alcoholic beverages during any Level One Special Event or Level Two Special Event. For Level One Special Events or Level Two Special Event requiring a permit from the Texas Alcoholic Beverage Commission (TABC), a copy of the state permit shall be required prior to the issuance of a Level One Special Event or Level Two Special Event permit. In accordance with the alcohol provisions in this Code, the town manager shall have the authority to issue a temporary alcohol sales permit in conjunction with a Level One Special Event or Level Two Special Event permit provided all town and state regulations are met. Prior to town manager consideration of the alcohol permit, the police chief or designee shall, notwithstanding any requirements of TABC, determine the amount, if necessary, of police officers required while alcohol is being served. The cost of any required police officers as part of this permit shall be paid in full by the event sponsor prior to issuance of the temporary alcohol sales permit.

(10) *Fireworks/pyrotechnic displays.* Any use of fireworks or pyrotechnic displays must show proof of application for a state permit and prior to issuance of a Level One or Level Two Special Event permit. A permit from the fire marshal shall be obtained prior to the use of fireworks or pyrotechnics.

(11) *Town sponsorship.* Should the event be officially sponsored or co-sponsored by the town, then certain standards of this chapter may be waived as determined by the issuing officer.

(12) *Lighting.* Lighting shall meet the requirements of the “dark skies” parameters established by the town, provided; however, that public safety will be of paramount concern

and, if necessary for public safety, temporary lighting may be required which would not meet the “dark sky” requirements.

(13) *Final site cleanup.* At the conclusion of the Level One Special Event or Level Two Special Event, the site shall be inspected by the Tarrant or Denton Counties or other applicable agency for health and sanitation considerations. The event sponsor shall be responsible for the final site cleanup. The Event Sponsor or landowner, upon notification by the town of the existence of any unsanitary conditions shall immediately cause such conditions to be corrected.

(14) A plan demonstrating the manner and method or meeting all of the above requirements, as applicable, shall accompany the permit application.

(c) Level Three. For an event with an anticipated attendance of over 500 people on private property, applicant shall provide notice of the date, time and location of said event and if requested a traffic plan or public safety plan or other requirements as set out Articles 3 and 4. ~~There shall be no fee for submitting notice for a Level Three event. If a traffic plan or public safety plan are required, applicant may be required to pay the costs of such plan. Section 10-53(c) “Indigency” shall apply to the costs of a Level Three event in appropriate cases.~~

Section 10-53. Reimbursable costs.

(a) Reimbursable Costs. A Level One Special Event or Level Two Special Event is required to pay for all costs and expenses incurred by the town for activities associated with staging of the event, including, without limitation, the following:

- (1) Utilities services provided to the Level One Special Event, including all of the costs of installation, maintenance, and connection.
- (2) Food services inspection.
- (3) Repair, maintenance and removal of facilities in the event of a failure of promoter.
- (4) Repair of streets, alleys, sidewalks, parks, and other public property.
- (5) Police protection.
- (6) Fire protection.
- (7) Emergency medical service.
- (8) Garbage disposal and cleanup.
- (9) Traffic control.
- (10) Other direct costs associated with the Level One or Level Two Special Event.

(b) Costs for Town. One Town department shall not be required to pay a different Town department for the above in the case of a Town sponsored event. Since costs are reimbursable to Town, Town does not have to reimburse for Town events.

(c) Indigency. If an applicant cannot pay the required costs, and the applicant asserts that the event will be an event at which the applicant's First Amendment rights will be exercised, the applicant may file a sworn affidavit of indigency, which the Town official shall review and determine its accuracy. In appropriate cases, the Town may recommend waiver of costs or fees.

Sections. 10-54—10-70. - Reserved.

ARTICLE 4. – LEVEL ONE SPECIAL EVENT AND LEVEL TWO LEVEL ONE SPECIAL EVENTS - PERMIT

Sec. 10-71. - Required.

(a) No person may act as an event sponsor of a Level One Special Event or Level Two Special Event unless a permit has been issued by the Town under the provisions of this article.

(b) A permit may be issued for a series of events. All requirements must be met for every event.

Sec. 10-72. - Application—Filing; contents.

(a) Permit Required.

(1) An event sponsor desiring to hold a Level One Special Event or Level Two Special Event shall file a permit application with the issuing officer at least 60 days prior to the first day of the Level One or Level Two Special Event.

(2) An event sponsor for a Level Three event shall be required to file a traffic plan and sanitation plan at least 30 days prior to the first day of the Level Three event. After review of the traffic and sanitation plan, the Town Manager shall have the discretion to require the Level Three event sponsor to apply for a permit pursuant to the procedures and requirements for a Level One or Level Two Special Event. If a permit is required, the event sponsor shall provide the information as set out within Articles three and Four, except where a requirement is waived by the Town Manager.

(b) The application for a permit under this article must include:

(1) The name and address of the event sponsor.

(2) A description of the Level One Special Event or Level Two Special Event site.

(3) The name and address of the owner of the place where the Level One Special Event or Level Two Special Event is to be held and a letter signed by the property owner giving permission to the use the property for the Special Event.

(4) The dates and times of the Level One or Level Two Special Event.

(5) The maximum number of persons that the event sponsor will allow to attend the Level One or Level Two Special Event and a statement showing how the event sponsor plans to control the number of persons in attendance at the Level One or Level Two Special Event.

(6) A description of the nature of the event.

(7) A filing fee in the amount established by the Town Resolution setting such fees as well the amount of money required for all reimbursable costs must be submitted with the application for a permit.

(8) The event sponsor shall attach a letter to the application which addresses the following:

a. Initial set-up times.

b. Controlling the number of persons in attendance at the Level One or Level Two Special Event.

c. Parking traffic control.

d. Street closures.

e. Compliance with health requirements regarding food and beverage services, including the provision for potable water.

f. Plans for emergency services, equipment and personnel.

g. Plans for event security.

Prior approval of a Level One or Level Two Special Event, applications will be submitted to the Chief of Police or staff designee for consideration with the town manager, as to whether a police security detail will be required for the safety and security of event participants. These considerations will be based on the size of the event, the amount of vehicular and pedestrian traffic, as well as the type of event. The cost of any required police officers as part of this permit shall be paid in full by the event sponsor prior to issuance of the Special Event permit.

h. Restroom facilities.

i. Solid waste collection arrangements.

j. The sale of alcoholic beverages and the process for identifying minors attending the event and preventing the consumption of alcohol by minors.

k. Clean-up after the event.

(9) Any other information requested by the issuing officer that they may deem necessary in order to consider the permit request.

Sec. 10-73. - Insurance, indemnification, surety bond.

(a) If an event is to be held on town-owned property, the event sponsor shall furnish the issuing officer with a certificate of insurance complying with minimum standards sufficient to protect town-owned property.

(b) The event sponsor for a Level One or Level Two Special Event permit shall sign an agreement to indemnify and hold harmless the town, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the Level One or Level Two Special Event.

(c) The event sponsor may be required to post a surety bond in the assurance that the town property is cleaned and returned to the condition prior to the event. The issuing officer shall determine if the need for a bond exists and shall make the appropriate recommendation to the town council upon town council consideration of the permit.

Sec. 10-74. - Same—Hearing.

Upon receipt of all information required under this Articles 4, the issuing officer will review the information and if it meets all requirements, the issuing officer may issue the permit within thirty (30) days. If the application does not meet the requirements, the issuing officer may deny the permit. The applicant may correct the deficiencies within one week without incurring another permit charge or, at the applicant's choice; the applicant may appeal the decision of the issuing officer. If the applicant appeals the decision, the matter will be heard by the town manager. If the appeal is denied by the town manager, the applicant may appeal the matter to be heard by the town council. If there is an appeal to the town council, the time for a hearing before the town council on the application for a permit under this article shall occur at the next available council meeting, provided that the next council meeting is at least ten (10) working days after the appeal is filed, in order to provide for preparation of the item and to meet the requirements of the Texas Open Meetings Act.

Sec. 10-75. - Town council approval required for appeal.

After the hearing on the appeal for an application for a permit under this article is completed, the town council shall grant or deny the permit.

Sec. 10-76. - ~~Cash deposit.~~ Compensation for Town Costs

(a) As a condition precedent to the issuance of a permit under this article, the issuing officer or town council may require the event sponsor to make an additional cash deposit with the town to provide an adequate fund for the compensation of reimbursable costs and such security personnel as may be required to ensure the physical safety of persons and property of persons in attendance, as well as the persons and property of the community directly affected by the Level One, Two **or, if applicable, Three** Special Event.

(b) If the Special Event requires additional expense for the Town that is in excess of the funds provided through the filing fee, the insurance, indemnity, bond or cash deposit, the Event Sponsor shall reimburse the Town for such costs, unless the provisions of Section 10-53(c) apply.

Sec. 10-77. - Contents.

A permit, if issued, shall authorize the event sponsor to hold a Level One Special Event or Level Two Special Event at a specified place and at specified times.

Sec. 10-78. - Revocation.

At any time, the issuing officer may, after reasonable notice to the, event sponsor, revoke the permit on a finding that the failure to carry out the preparations will result in a serious threat to the health or safety of the community or the persons attending the event.

Sections 10-79 to 10-100. - Reserved.

Section 3: All rights and remedies of the Town of Westlake, Texas, are expressly saved as to any and all violations of the provisions of any other ordinance affecting Level One or Level Two or Level Three Special Events which existed at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 4: It is hereby declared the intention of the Town Council that if any section, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this, since the same would have been enacted by the Town Council without such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

Section 5: This Ordinance shall be cumulative of all provisions of ordinances of the Town except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 6: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not to exceed the maximum amount allowed by law.

Section 7: This Ordinance shall become effective from the date of its passage, and the Town Secretary is hereby directed to cause the caption of this Ordinance to be published in accordance with applicable law.

AND IT IS SO ORDAINED.

Passed and approved by the Town Council of the Town of Westlake, Texas, by a vote of ___ to ___ on this the ___ day of _____, 2016.

TOWN OF WESTLAKE, TEXAS

By: _____
Laura Wheat, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

Kelly Edwards, Town Secretary

L. Stanton Lowry, Town Attorney

Town Council

Item # Standing
Development Discussion

Standing Item: Presentation and discussion of development projects per Staff November 2016 report and November 2016 Entrada report from the Developer.

TOWN OF
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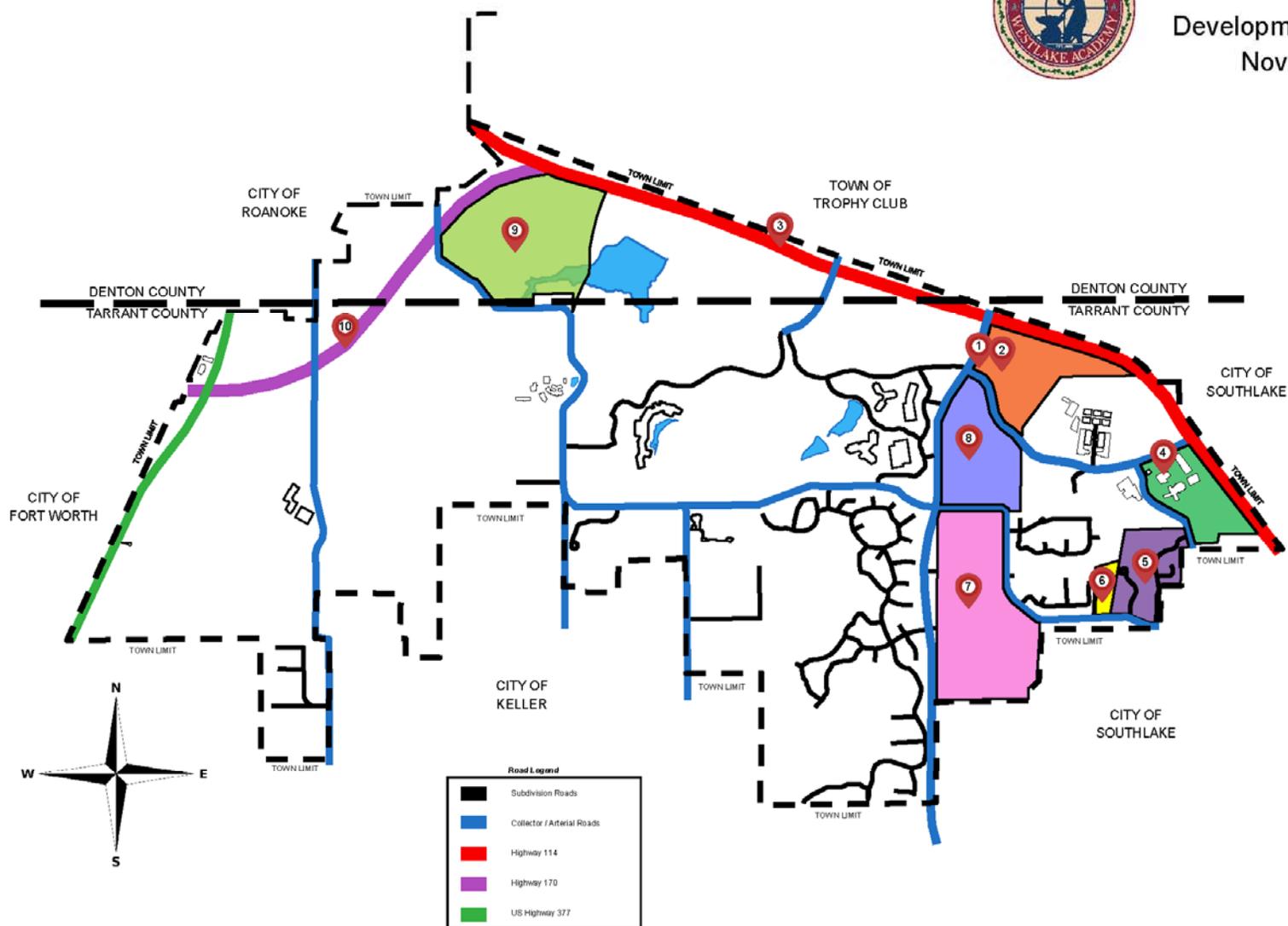
Development Snapshot

November 2016



Town of Westlake

Development Activities Map November 2016



Map Guide

- 1 CVS Pharmacy Entrada
35 Arta Drive
- 2 Primrose School Entrada
26 Arta Drive
- 3 Highway 114 Lane Expansion
- 4 Hollywood Hamburger Solana
1301 Solana Boulevard
- 5 Terra Bella
Residential Development
- 6 Carlyle Court
Residential Development
- 7 Quail Hollow
Residential Development
- 8 Granada
Residential Development
- 9 Project Blizzard
Mixed-Use Development
- 10 Highway 170 Lane Expansion

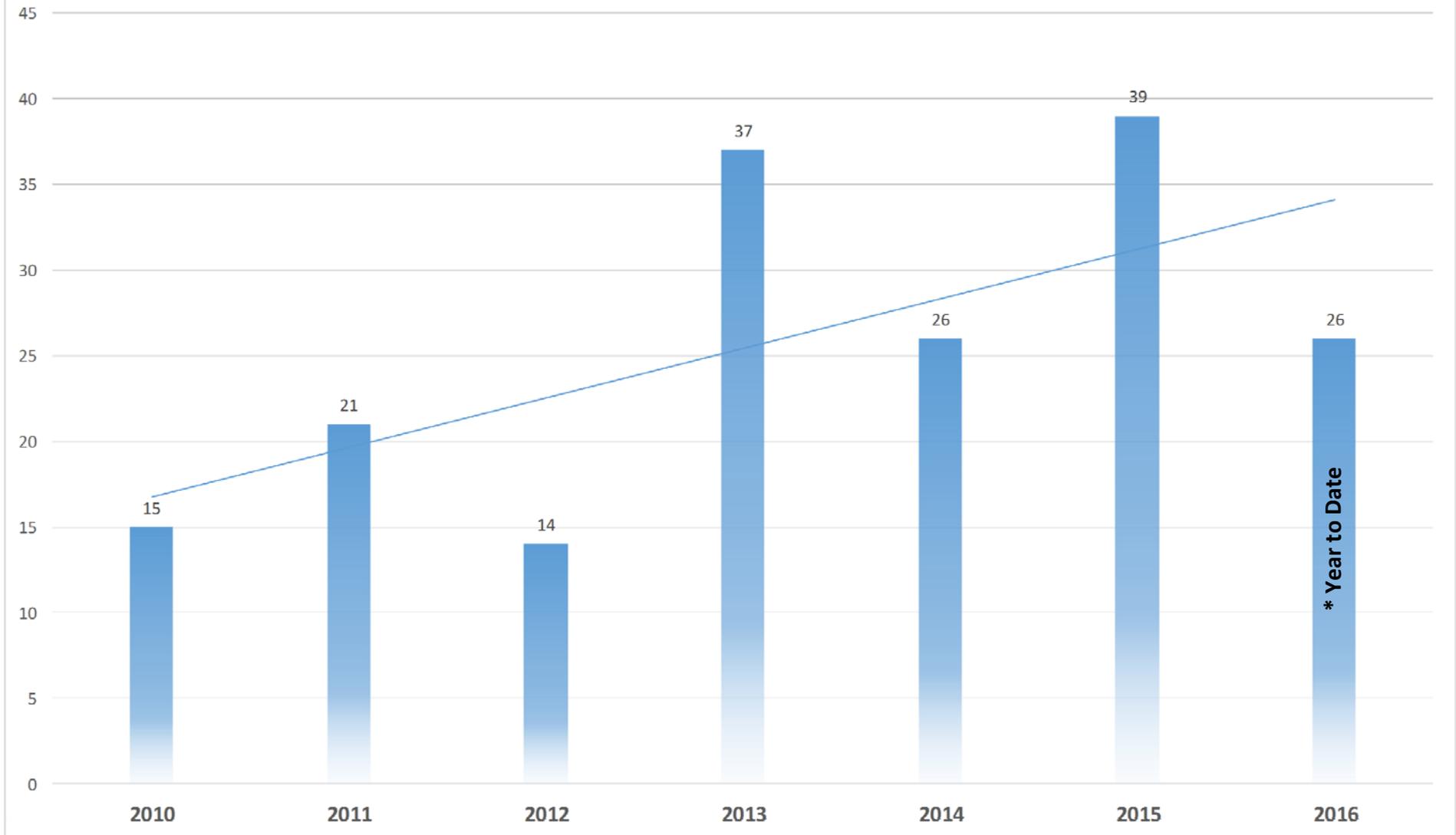
This map is for information purpose only.

Development Activities Map Legend

1. CVS Pharmacy: Status—Store open; Temporary C of O issued pending final Town compliance
2. Primrose School: Status—Under construction. Projected completion: Winter/Spring 2017
3. SH 114 Expansion: Status—Construction underway. Projected completion: Fall 2018
4. Hollywood Hamburger: Status—Construction underway. Projected completion: Winter 2017
5. Terra Bella Subdivision (28 Lots): Status—13 lots are currently developed
6. Carlyle Court Subdivision (8 Lots): Status—3 lots are currently developed or under construction
7. Quail Hollow Subdivision (92 Lots): Status—Phase I under construction. Phase II under review
8. Granada Subdivision (84 Lots): Status—Phase I is 78% built-out; Phase II is under construction
9. Project Blizzard (Schwab): Status—Preliminary utility work underway. Concept plan and site plan to be reviewed and approved. Projected building construction start: Summer 2017
10. SH 170 Expansion: Status—Construction underway. Projected completion: Fall 2018



New Residential Permits Issued 2010 - 2016



TOWN OF
*W*ESTLAKE

Town Council

Item # 5 – Executive Session

EXECUTIVE SESSION

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property

Town Council

Item # 6 – Reconvene
Council Meeting

Town Council

Item # 7 – Council Recap /
Staff Direction

COUNCIL RECAP / STAFF DIRECTION

Town Council

Item # 8 – Adjournment
Work Session

Town Council

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

Item # 2 – Items of Community Interest

- ✓ [Lone Star Legislative Report](#); Hosted by Northwest Metroport Chamber w/ four State legislators present
Friday, December 9, 2016; 11:30 am – 1:00 pm
DFW Marriott Hotel & Golf Club at Champions Circle
**Please let [Ginger](#) know if you plan to attend for tickets & RSVP*
- ✓ [Town Council](#) Workshop/Meeting
Monday, December 12, 2016*
Westlake Town Hall, Solana – Council Chamber/Courtroom
- ✓ Westlake **Academy closed** for Winter Break
Monday, December 19, 2016 **through** Tuesday, January 3, 2017 (Students return Wed., Jan. 4)
-WA Staff return Tuesday, January 3 for a Professional Development Day
- ✓ Westlake **Municipal offices closed** for the Christmas holidays
Friday, December 23 **and** Monday, December 26, 2016

Looking ahead to January 2017...

- ✓ Westlake **Municipal offices closed** for the New Year's Day holiday
Monday, January 2, 2017 (No Coffee & Conversation on this Monday – Jan. 9 instead)
- ✓ WA Staff returns to school Tuesday, Jan. 3 and Students return to school Wednesday, Jan. 4
- ✓ WA 2016 Alumni Reunion & DP Ceremony
Thursday, January 5, 2017; Luncheon at Noon and Program at 1:45 pm
WA Campus – Alumni luncheon in the Performance Hall; DP Program in the Gym
- ✓ [Coffee & Conversation](#) with the Mayor/Board President
Monday, January 9, 2017; 8:00 – 9:30 am
Marriott Solana Hotel – Great Room
- ✓ [Town Council](#) Workshop/Meeting
Monday, January 9, 2017*
Westlake Town Hall, Solana – Council Chamber/Courtroom
- ✓ WA [Board of Trustees](#) Workshop/Meeting
Monday, January 9, 2017*
Westlake Town Hall, Solana – Council Chamber/Courtroom
- ✓ [Planning & Zoning](#) Meeting; if needed
Tuesday, January 10, 2017*
Westlake Town Hall, Solana – Council Chamber/Courtroom

***For meeting agendas and details on calendar events, please visit the Town's [website](#).**

Town Council

Item # 3 – Citizen Comments

CITIZEN COMMENTS: This is an opportunity for citizens to address the Council on any matter whether or not it is posted on the agenda. The Council cannot by law take action nor have any discussion or deliberations on any presentation made to the Council at this time concerning an item not listed on the agenda. The Council will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

Town Council

Item # 4 – Consent Agenda

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

- a. Consider approval of the minutes from the November 14, 2016, meeting.
- b. Consider approval of the minutes from the December 5, 2016, meeting.
- c. Consider approval of **Resolution 16-41**, Designating a public newspaper of general circulation as the Official Newspaper.
- d. Consider approval of **Resolution 16-42**, Approving the Town's Legislative priorities for the 2017 Texas Legislative Session.



**MINUTES OF THE
TOWN OF WESTLAKE, TEXAS
TOWN COUNCIL MEETING**

November 14, 2016

PRESENT: Mayor Laura Wheat, Council Members: Alesa Belvedere, Carol Langdon, Rick Rennhack and Wayne Stoltenberg

ABSENT: Michael Barrett

OTHERS PRESENT: Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney Stan Lowry, Assistant Town Manager Amanda DeGan, Director of Public Works Jarrod Greenwood, Fire Chief Richard Whitten, Director of Communications Ginger Awtry, Director of Information Technology Jason Power, Director of Planning & Development Ron Ruthven, Director of Human Resources & Administrative Services Todd Wood, and Director of Parks & Recreation Troy Meyer.

Work Session

1. CALL TO ORDER

Mayor Wheat called the work session to order at 5:07 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Wheat led the Pledge of Allegiance to the United States and Texas flags.

3. REVIEW OF CONSENT AGENDA ITEMS FOR THE TOWN COUNCIL REGULAR MEETING AGENDA.

No additional discussion.

4. EXECUTIVE SESSION

The Council convened into executive session at 5:08 p.m.

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

5. RECONVENE MEETING

Mayor Wheat reconvened the meeting at 6:37 p.m.

6. DISCUSSION ITEMS

- a. Presentation and Discussion of the Upcoming Legislative Session and Possible Westlake Priorities.

Town Manager Brymer provided an overview of the item.

Discussion ensued regarding delegation of authority from the State to municipalities, unfunded mandates, equal funding of Public schools and Charter

schools, effective Council involvement, and providing a copy of TML's legislative update at the December meeting.

b. Discussion regarding a proposed Special Events Ordinance.

Directors Greenwood and Meyer and Chief Whitten provided an overview of the proposed ordinance with the revision regarding indigency.

Discussion ensued regarding an event of 300 people on private or public property, school events, large events in Vaquero, proactive corporate partners, fire safety issues, tent permits, differentiate between private and public property, and how to recover the cost of Fire and EMS or Police services for an event.

Council asked the Attorney to re-review the ordinance base on the discussion and review Highland Park's event ordinance.

c. Discussion regarding the Town's Health, Dental, and Vision insurance for 2017.

Director Wood and Assistant to the Town Manager DeGan provided an overview of the item.

Discussion ensued regarding the Town is cost for an employee and dependent coverage and loss of pharmacy coverage on Blue Cross Blue Shield.

d. ***Standing Item:*** Presentation and discussion of development projects per Staff October 2016 report and October 2016 Entrada report from the Developer.

Town Manager Brymer provided an overview of the item.

Discussion ensued regarding opening of Hollywood Hamburgers, allowing temporary signage for CVS, revising the sign ordinance to allow for grand opening signage, and the number of single family residential permits issued.

7. COUNCIL RECAP / STAFF DIRECTION

Providing a copy of TML's legislative update at the December meeting.

Revising the sign ordinance to allow for a grand opening signage.

Review the special event ordinance specifically the definition of Level II and distinction of public and private events.

8. ADJOURNMENT

Mayor Wheat adjourned the work session at 8:08 p.m.

Regular Session

1. CALL TO ORDER

Mayor Wheat called the regular session to order at 8:26 p.m.

2. ITEMS OF COMMUNITY INTEREST

Director Awtry announced that Council Member Langdon and Director Wood have birthdays today and provided overview of the resident clean-up day.

3. CITIZEN COMMENTS

No one addressed the Council.

4. CONSENT AGENDA

- a. Consider approval of the minutes from the October 24, 2016, meeting.
- b. Consider approval of **Resolution 16-36**, Approving the 2017 Meeting Calendar for the Town Council and Board of Trustees.
- c. Consider approval of **Ordinance 802**, Appointing the Judge and Alternate Judge for two (2) year terms.
- d. Consider approval of **Resolution 16-37**, Approving the declaration of Covenants, Conditions, and Restrictions and Design Guidelines for Quail Hollow, a residential development located in a R-1 zoning district, on approximately 188 acres of land located at the southeast corner of FM 1938/Davis Boulevard and Dove Road.

MOTION: Council Member Belvedere made a motion to approve the consent agenda. Council Member Rennhack seconded the motion. The motion carried by a vote of 4-0.

5. PUBLIC HEARING AND CONSIDERATION REGARDING ORDINANCE 803, AMENDING AND EXPANDING TAX ABATEMENT REINVESTMENT ZONE NO. 4, IN THE TOWN OF WESTLAKE, TARRANT AND DENTON COUNTIES, TEXAS FOR THE PROJECT COMMONLY KNOWN AS CHARLES SCHWAB & CO. WESTLAKE CORPORATE OFFICE CAMPUS.

Mrs. Petty provided a presentation an overview of the item and the additional item that would need to be completed as outlined in items 6 and 7 of the agenda.

Discussion ensued regarding revision of the acreage included in the expanding reinvestment zone, the States incentives, and terms of the abatement.

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat closed the public hearing

MOTION: Council Member Stoltenberg made a motion to approve **Ordinance 803**. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

6. CONSIDER APPROVAL OF RESOLUTION 16-38, AMENDING RESOLUTION 16-31, AMENDING AND EXPANDING NEIGHBORHOOD EMPOWERMENT ZONE #4 IN THE TOWN OF WESTLAKE RELATED TO THE CHARLES SCHWAB & CO. CORPORATE OFFICE CAMPUS SITE DESIGNATED FOR TAX REINVESTMENT ZONE #4.

No additional discussion.

MOTION: Council Member Langdon made a motion to approve **Resolution 16-38**. Council Member Belvedere seconded the motion. The motion carried by a vote of 4-0.

7. CONSIDER APPROVAL OF RESOLUTION 16-39, AMENDING AND RESTATING THE ECONOMIC DEVELOPMENT AGREEMENT AND ADOPTING A TAX ABATEMENT AGREEMENT, PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, WITH CS KINROSS LAKE PARKWAY, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS AFFILIATE CHARLES SCHWAB & CO., INC.

No additional discussion.

MOTION: Council Member Stoltenberg made a motion to approve **Resolution 16-39**. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

8. DISCUSSION AND CONSIDERATION OF RESOLUTION 16-40, APPROVING THE UNITED HEALTHCARE AS THE TOWN'S HEALTH AND VISION INSURANCE CARRIER AND METLIFE AS THE TOWN'S DENTAL INSURANCE CARRIER FOR 2017.

No additional discussion.

MOTION: Council Member Rennhack made a motion to approve **Resolution 16-40**. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

9. EXECUTIVE SESSION

The Council convened into executive session at 8:39 p.m.

The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

10. RECONVENE MEETING

Mayor Wheat reconvened the meeting at 9:15 p.m.

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

MOTION: Council Member Rennhack made a motion to amend the Town Managers Employment Agreement by increasing providing a 3% salary increase effective this current pay period. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

12. FUTURE AGENDA ITEMS

No future agenda items.

13. ADJOURNMENT

There being no further business before the Council, Mayor Wheat asked for a motion to adjourn the meeting.

MOTION: Council Member Belvedere made a motion to adjourn the meeting. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

Mayor Wheat adjourned the meeting at 9:16 p.m.

APPROVED BY THE TOWN COUNCIL ON DECEMBER 12, 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary



**MINUTES OF THE
TOWN OF WESTLAKE, TEXAS
TOWN COUNCIL MEETING**

December 5, 2016

PRESENT: Mayor Laura Wheat, Council Members: Alesa Belvedere, Carol Langdon, Rick Rennhack and Wayne Stoltenberg

ABSENT: Michael Barrett

OTHERS PRESENT: Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Assistant Town Manager Amanda DeGan, Director of Finance Debbie Piper, Fire Chief Richard Whitten, Director of Communications Ginger Awtry, Director of Information Technology Jason Power, Director of Human Resources & Administrative Services Todd Wood, and Director of Parks & Recreation Troy Meyer.

Regular Session

1. CALL TO ORDER

Mayor Wheat called the regular session to order at 5:09 p.m.

2. CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "TOWN OF WESTLAKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016", INCLUDING THE ADOPTION OF ORDINANCE 804, AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION AND APPROVING ALL OTHER MATTERS RELATED THERETO.

Director Piper, Mr. Tom Lawrence, Lawrence Financial Consulting L.L.C., and Mr. Chris Settle, McCall, Parkhurst & Horton L.L.P., provided an overview of the item.

Discussion ensued regarding the impact of Westlake's upgraded to a AAA rating, interest rates, evaluating the bid candidates and any additional comments from residents.

MOTION: Council Member Langdon made a motion to approve **Ordinance 804**. Council Member Rennhack seconded the motion. The motion carried by a vote of 4-0.

3. DISCUSSION AND CONSIDERATION OF ORDINANCE 805, AMENDING ORDINANCE 800 WHICH AUTHORIZED THE ISSUANCE AND SALE OF "TOWN OF WESTLAKE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017".

Director Piper and Mr. Lawrence provided an overview of the item.

Discussion ensued regarding PV Savings flexibility and locking in the rate.

MOTION: Council Member Stoltenberg made a motion to approve **Ordinance 805**. Council Member Belvedere seconded the motion. The motion carried by a vote of 4-0.

4. ADJOURNMENT

There being no further business before the Council, Mayor Wheat asked for a motion to adjourn the meeting.

MOTION: Council Member Rennhack made a motion to adjourn the meeting. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

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

APPROVED BY THE TOWN COUNCIL ON DECEMBER 12, 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, January 28, 2013**

TOPIC: Consider approval of a resolution designating the Official Newspaper.

STAFF CONTACT: Kelly Edwards, Town Secretary

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Informed & Engaged Citizens / Sense of Community	Municipal & Academic Operations	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Increase Transparency, Accessibility & Communications
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 21, 2016 **Completion Date:** December 12, 2016

Funding Amount: \$0.000 **Status -** **Not Funded** **Source - General Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

In accordance with Section 52.004(a) of the Texas Local Government Code, as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

Approval of the resolution reaffirms that the official Newspaper is the Star Telegram. The Star Telegram continues to provide the most flexibility for last minute publications, has a larger area of circulation than the Keller Citizen and meets the requirements pursuant to the Tex. Government Code 2051.044. The Town will use the Star Telegram for the purpose of publishing ordinances, public notices, or other matter required by law or ordinance to be published.

The Fort Worth Star Telegram does meet the requirements of the definition of an Official Newspaper as outlined in Section 2051.044 of the Government Code.

RECOMMENDATION

Pass this resolution reaffirming that the Star Telegram is the Official Newspaper for the Town of Westlake.

ATTACHMENTS

Resolution

TOWN OF WESTLAKE

RESOLUTION NO. 16-41

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, DESIGNATING A PUBLIC NEWSPAPER OF GENERAL CIRCULATION AS THE OFFICIAL NEWSPAPER FOR THE TOWN OF WESTLAKE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 52.004, Local Government Code, requires the Town Council of the Town of Westlake, Texas ("Council") to determine, by ordinance or resolution, a public newspaper to be the official newspaper for the Town of Westlake, Texas ("Town"); and

WHEREAS, Section 52.004(a) of the Texas Local Government Code states as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the Council finds that the Star Telegram satisfies the requirements of Chapter 2051 of the Texas Government Code; and

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

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

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 determines and establishes the Star Telegram as the official newspaper for Westlake.

SECTION 3: That the Town Secretary is hereby directed to publish all notices and advertisements in the Star Telegram in accordance with the Laws of the State of Texas.

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 12th DAY OF DECEMBER 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, December 12, 2016**

TOPIC: Consideration of a Resolution Adopting Town of Westlake Legislative Priorities for the 2017 Texas Legislative Session.

STAFF CONTACT: Tom Brymer, Town Manager

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 14, 2016 **Completion Date:** December 12, 2016

Funding Amount: N/A **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The next session of the Texas Legislature convenes this coming January. Thousands of bills will be introduced during this session, many of which will not move through the Legislature. Many bills have already been pre-filed. However, there are bills that do move through the Legislature’s process, and often these bills would have a negative impact on Texas municipalities generally, and sometimes, on Westlake directly. As these potential deleterious (to cities’ interests) bills are introduced, it is often in the Town’s best interest to express our concern regarding such legislation. These concerns are usually expressed in written form (letters from the Mayor to our legislative delegation or the committee considering the bill). Occasionally it means being willing to testify at a committee hearing on a proposed bill.

Having general policy guidance from the Town Council regarding our legislative priorities for the upcoming session is helpful to Staff in determining the Town's position on "bad bills", i.e. introduced legislation that would negatively impact Westlake directly or cities in general and thus, impact Westlake. Approval of this resolution would adopt a set of priorities for the Town for the upcoming session and provide general guidance to Town Staff as to how to respond to various bill filings.

RECOMMENDATION

Recommend adoption of this Resolution with Proposed Town of Westlake Legislative Priorities for the 2017 Session (attached as Exhibit A to the resolution) as well as communicating these priorities to our legislative delegation and other legislators as deemed appropriate.

ATTACHMENTS:

Resolution with Proposed Town of Westlake Legislative Priorities for the 2017 State Legislative Session.

TOWN OF WESTLAKE

RESOLUTION 16-42

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING THE TOWN'S LEGISLATIVE PRIORITIES FOR THE 2017 TEXAS LEGISLATIVE SESSION.

WHEREAS, the Texas Legislative will convene in regular session in January 2017; and,

WHEREAS, the Westlake Town Council (Town Council) recognizes its role as a local government governing body includes monitoring and providing input to our legislative delegation and other legislators regarding the numerous bills filed during this session as to how they may impact the Town of Westlake (Town); and,

WHEREAS, the Town Council has determined that preparing legislative priorities is useful in achieving that end, as well as providing guidance to Town Staff on proposed legislation as it pertains to positions the Town may wish to take on various proposed bills; and,

WHEREAS, the Town Council also recognizes that sharing these legislative priorities with our Legislative Delegation and other legislators (as deemed appropriate) is helpful in establishing dialogue and communication with them during the Legislative Session; 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, by approval of this resolution, hereby approves the attached Exhibit "A" to this resolution setting out the Town's legislative priorities for the 2017 Texas Legislative Session.

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 12TH DAY OF DECEMBER, 2016.

ATTEST:

Laura L. Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBIT A

TOWN OF WESTLAKE LEGISLATIVE PRIORITIES FOR THE 2017 TEXAS STATE LEGISLATIVE SESSION

The Town of Westlake (Town) recognizes that as a local government, it is subordinate to the Texas State Government (State) and, as a general law city, may only operate in the manner permitted by State law. The Town further recognizes that its role as a local government must be one of effective service delivery and local regulation in order to meet the responsibilities delegated and entrusted to it by the State. This delegation by the State is decades old and represents a trust between State and local government. In addition, it reflects the long held understanding between State and local governments, that local government plays a key role in complimenting and advancing the State's quality of life, progress, and economic well-being.

To provide guidance to Town Staff, who on behalf of the Town monitors bill filings during a legislative session (the Session), the Town Council provides the following positions to take with our legislative delegation regarding legislation proposed during the 2017 Session:

Support

- The Town supports bills that strengthen good local government and high quality municipal service delivery.
- The Town supports legislation that enhances public education, including, but not limited to, enhancement to public education funding such as facilities funding for charter schools.
- The Town supports legislation that reduces State regulation of independent school districts to a level commensurate with that of Texas charter schools.
- The Town supports the State's current "Truth-in Taxation Law" in its current form as it represents a time-tested and effective balance between transparency in property taxation, stewardship of property taxes, and the ability to limit property tax increases.
- The Town supports legislation that improves transparency to its citizens, including use of electronic media for public notices and other types of legal notices in lieu of print media.
- The Town supports legislation that enhances transportation funding, and thus mobility, State-wide.
- The Town supports legislation that provides for required improvement to contract administration by the Texas Department of Transportation (TxDOT) that would create savings for additional transportation projects (incentive contracts versus calendar day contracts), as well as reduce project construction time, thus reducing adverse impact on businesses located adjacent to TxDOT construction projects.

- The Town supports legislation that requires TxDOT to notify any local government in which it has a planned or actual construction project to provide that local government with the opportunity to review and provide input on said project plans prior to completion of said plans and bid letting, and, to further provide to the local government in which the project is located, notice of bid dates for that project as well as the date and place of the pre-construction conference.
- The Town supports legislation that would require any proposed public education policy, initiative, and/or legislation be first rigorously reviewed by the Texas Education Agency (TEA) and the Legislature’s Budget Board. This review must identify, prior to filing of said legislation or pursuit of said policy, specific quantifiable, demonstrable, and measurable gains that will be achieved in students’ educational outcomes by the imposition of any new public education policy, initiative, and/or legislation, nor should it impose additional administrative burdens on school faculty and administrators.
- The Town supports legislation that would provide municipalities with a mechanism to deal with dissolution of special districts in their boundaries.

Oppose

- The Town opposes legislation that increases regulations for local government without the State providing a commensurate funding source to local government that covers the expense to administer said new regulations, i.e. avoiding unfunded mandates.
- The Town opposes legislation that circumvents, replaces, or eliminates roles and responsibilities that have traditionally been the purview of, and have been (either explicitly or implicitly) delegated by the State to its local governments.
- The Town opposes legislation that erodes and weakens the State’s current property tax appraisal system by imposing artificial manipulation to appraised market property values through “caps” and other such mechanisms.
- The Town opposes legislation that further weakens the ability of a local government, on behalf of its residents and taxpayers, to control its rights-of-ways, streets, alleys, and easements.
- The Town opposes legislation that requires local government to serve as the collection point and remitter (to the State) of new State fees and permits, and it opposes legislation that eliminates or reduces existing local government funding sources without providing a replacement funding source.



TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a Public Hearing and Consideration of an ordinance amending Chapter 70 of the Westlake Code of Ordinances by adding a new section related to temporary business signage

STAFF CONTACT: Ron Ruthven, Director of Planning and Development

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Update Development Regulations			

Time Line - Start Date: December 1, 2016 **Completion Date:** December 12, 2016

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Based on discussion with the Town Council at the November 14, 2016 Council work session, staff proposes amending the sign regulations in the Code of Ordinances in order to allow provisions for a new business to place temporary signage advertising the fact that they are now open. Much of the initial discussion concerning this item stemmed from the fact that the new CVS business located on FM 1938 was not able to place any special signage advertising their opening given current sign regulations in Westlake.

Staff researched other area municipal sign ordinances and found that most municipalities allow some type of temporary business signage, either for grand opening only and/or for other temporary purposes such as advertising sales. Given community expectations regarding minimal

sign clutter while promoting aesthetic beauty, the proposed regulations are drafted to allow only one sign placed as part of a new business locating in a newly constructed building for a maximum period of 30 days. After this period, no additional temporary signage could be placed on the premises. This is proposed to limit the amount of temporary sign clutter while also promoting options for businesses to let the public know that they are open.

Staff also proposes allowing only a banner that is affixed to the building. Many other sign options are available that are allowed by some municipalities including feather flags, pennants, inflatable devices and bandit signs. However, these items tend to promote unsightly visual clutter and can prove difficult to effectively enforce.

The proposed sign amendments are drafted as follows:

“Sec. 70-10. – Temporary Business Signs.

(a) New Business Grand Opening Banner. The purpose of the new business grand opening banner is to allow a new business located within a new building the ability to advertise to the public its opening status for a temporary period. The following regulations apply to new business grand opening banners:

- (1) A banner allowed under this section may only be placed upon the issuance of the Certificate of Occupancy for a new structure by the Town Manager or their designee. Subject to the time limitation below, the banner may be placed at any time within one year of the issuance of the Certificate of Occupancy.*
- (2) Only one banner shall be permitted per premises;*
- (3) The banner shall not exceed 50 square feet in size;*
- (4) The banner shall be attached to the principal structure;*
- (5) Upon placement, the maximum duration that the banner may be displayed is 30 consecutive days, after which the banner must be removed.”*

RECOMMENDATION

Staff recommends approval of the proposed amendments.

ATTACHMENTS

1. Proposed ordinance.

TOWN OF WESTLAKE

ORDINANCE 806

AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, AMENDING CHAPTER 70 SIGNS BY ADDING A SECTION FOR TEMPORARY BUSINESS SIGNAGE; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A CUMULATIVE CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Westlake, Texas, (the “Town”) is a General Law Municipality located in Tarrant and Denton Counties, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council of Westlake, Texas, finds that it would be in the best interests of the community to allow new businesses to place temporary grand opening signage; and

WHEREAS, the Town Council of Westlake, Texas, deems it necessary to enact this ordinance providing for temporary business signage; and

WHEREAS, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the town and its citizens that the amendments should be approved and adopted.

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

SECTION 1: That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2: That, the Town hereby adopts the following amendments to Chapter 70 – Signs by adding a new section and amending all subsequent section numbering in order to accommodate the new section as follows:

Sec. 70-10. – Temporary Business Signs.

(a) *New Business Grand Opening Banner.* The purpose of the new business grand opening banner is to allow a new business located within a new building the ability to advertise to the public its opening status for a temporary period. The following regulations apply to new business grand opening banners:

(1) A banner allowed under this section may only be placed upon the issuance of the Certificate of Occupancy for a new structure by the Town Manager or their designee.

Subject to the time limitation below, the banner may be placed at any time within one year of the issuance of the Certificate of Occupancy.

- (2) Only one banner shall be permitted per premises;
- (3) The banner shall not exceed 50 square feet in size;
- (4) The banner shall be attached to the principal structure;
- (5) Upon placement, the maximum duration that the banner may be displayed is 30 consecutive days, after which the banner must be removed;

Sec. 70-11. - Removal of signs, display cases.

- (a) Generally. Signs or display cases which have been abandoned due to a closing of a business, a change in business name or for any other reason rendering the sign or display case not applicable to the property involved, shall be removed by the permit holder or the owner of the building or premises within ten working days from the date of the action that caused the sign or display case to be considered abandoned. A condition of approval for all signs or display cases shall be that the permit holder or owner of the building or premises, at his/her own expense, remove all signs or display cases. An abandoned sign or display case may be removed by the town after the ten-working-day period, and the permit holder or owner may be charged for the cost of removal. New signs for a building or property on which an abandoned sign is located shall not be approved until the abandoned sign is removed. Approval may be given on the condition that the abandoned sign is removed before a new sign is erected.
- (b) Hearing. The town council shall hold a hearing to determine when a sign or display case is abandoned. Ten days' written notice of the hearing shall be sent by certified mail to the permit holder at his/her last known address, and to any other address at which there is reason to believe he/she might receive mail, and to the owner at his/her address. The notice shall state:
 - (1) A general description of the sign or display case.
 - (2) That upon a finding of abandonment, the sign or display case shall be held by the town for 15 working days and then disposed of by sale if determined to be of a value of \$100.00 or more, or disposed of in any manner if worth less than \$100.00.
 - (3) Where the sign or display case may be reclaimed.
 - (4) That the reasonable costs of removal may be assessed at the hearing along with an administrative charge.
 - (5) That the hearing and assessments can be avoided by the removal of the sign or display case within 72 hours after the date of the notice.
- (c) Cost assessment. The town council shall determine the reasonable cost to the town of removing the sign or display case and if an administrative charge should be assessed. Administrative costs shall be \$100.00 unless otherwise determined by resolution of the board. Proceeds shall be first applied to pay assessed costs, administrative costs, and other costs reasonably incurred.

Sec. 70-12. - Time limitation of approved applications. Approved applications for signs or display cases shall be considered null and void when any of the conditions below are found to exist:

- (1) That such sign or display case was not built or placed in accordance with the approval granted.
- (2) That the sign or display case was not placed on the site within 90 days of approval and no extension of time has been granted by the town manager or a designated representative.
- (3) That the business license has lapsed or become inactive, or the sign is considered abandoned as described in section 70-10.

Sec. 70-13. - Signs and display cases within commercial districts.

- (a) Generally. All signs or display cases in the commercial districts require a sign permit. The town manager or a designated representative may, subject to the standards set forth in this chapter, approve an application for a sign or display case. All permits shall be for a specific location and the moving of such signs or display cases shall require a new permit. The regulations in this section shall apply within the commercial districts.
- (b) Prohibited signs and display cases. No sign or display case shall be permitted that:
 - (1) Is incompatible in design with the building and space allotted.
 - (2) Is flashing phosphorescent, moving or primarily glossy.
 - (3) Projects or extends above the eave or parapet line, if attached to any structure.
 - (4) Is for a business which does not have a certificate of occupancy on file with the town.
 - (5) Could create confusion to the public or to police and fire response calls in emergencies, or tends to degrade the character of the town, affect the peace, health and welfare of the community or result in a degradation of property values and/or an increase in the cost of municipal services.
- (c) Maximum allowable sign area. The maximum aggregate area of all signs shall not exceed the following for buildings within the commercial district:
 - (1) The maximum aggregate sign area of all signs on a building is four percent of the aggregate area of all street facing building facades.
 - (2) The maximum aggregate sign area of all signs advertising any one business is the lesser of (a) 180 square feet or (b) the greater of 20 square feet or four percent of the street facing building facade occupied by such business. Each business that occupies any portion of a street facing building facade shall be entitled, as a minimum, to one 20 square foot sign notwithstanding the aggregate limits set forth herein.
 - (3) Signs must be architecturally consistent with the buildings to which they are attached.
 - (4) A building designed in such a way as to have business locations within the interior of the structure served by an interior mall or by other means of ingress and egress by the public shall be limited to one sign at each entry identifying the building or mall name and a directory which may contain the names of all businesses within the building. Individual businesses within the building shall be limited to one projecting sign not to exceed three square feet in area or one flat sign not to exceed six square feet in area when approved by the town council. Interior business locations shall not be entitled to

individual signs on the exterior of the building adjacent to the public way or individual signs within the mall or walkway area of the building other than as permitted in this subsection.

- (5) The town council may make special exemptions to the allowable areas in this subsection where hardship is incurred or where unusual design of a building requires special consideration.
- (d) Signs exempt from formal review.
- (1) Interior signs of 160 square inches or less when the aggregate area does not exceed that allowable for interior signs.
 - (2) Temporary signs as provided for in this chapter.
 - (3) Political signs so long as they do not exceed the maximum square footage provisions of this section. Thirty days after the election, which includes any run-off election, all political signs pertaining to such election shall be removed or be subject to removal by the town. Candidates shall be responsible for removal of their political signs. If the town removes the signs, it may assess the candidate the actual costs of removal.
 - (4) Signs advertising civic events sponsored by the town, Westlake Academy or other local civic clubs provided that no sign shall be allowed to remain posted longer than seven days before the event and be removed within 24 hours of the conclusion of the event. Location of these temporary signs must be approved in advance by the town manager or his designee.
- (e) Sign area. In calculating the area of signs, the following shall apply:
- (1) All faces of a multi-faced sign shall be included except for double-faced signs in which case only one face shall be included.
 - (2) For irregular shaped signs, the area shall be that of the smallest rectangle that will wholly contain the sign.
 - (3) That with the exception of signs which are allowed to be painted directly on a wall the area of a sign shall include the board or other material of which the sign is a part, including framing, visual or otherwise, but exclusive of the brackets from which the sign is hung.
- (f) Standards for display cases.
- (1) All display cases shall be in size and scale with their surroundings and shall be designed in keeping with the existing architecture.
 - (2) Display cases shall not exceed ten square feet in area or ten cubic feet in total volume.
 - (3) Display cases shall contain but one sign no larger than necessary to identify the owner of the case and direct the public to the store where the merchandise displayed is sold. The sign shall not exceed 24 square inches.
 - (4) Display cases shall be located on the same property as the business premises to which the display case applies.
 - (5) All display cases shall be maintained in accordance with the approval granted for their placement.

- (6) Merchandise displayed in the case shall be typical of products for sale in the business premise and the case shall not be used to display wares of another business located elsewhere or of merchandise not available in the store to which the display case has been permitted.
- (g) Special exceptions. The town council may consider resolutions which grant special exceptions to this subsection where hardship is incurred or where unusual circumstances warrant special consideration.

Sec. 70-14. - Residential districts.

- (a) Generally. The regulations in this section shall apply to all signs in the residential districts.
- (b) Prohibited signs. The following signs are prohibited in residential districts:
 - (1) Self-illuminated, luminescent, fluorescent signs or signs having any characteristic which makes them glow or shine.
 - (2) Signs other than temporary signs described elsewhere in this chapter, which are made of cardboard or less permanent material.
 - (3) Permanent signs exceeding an aggregate area of four square feet when not otherwise authorized through a use permit.
 - (4) Temporary signs which:
 - a. Exceed four square feet in area.
 - b. Have letters exceeding four inches in height.
 - c. Total more than two such signs on a single-family building site.
 - d. Construction signs exceeding that allowable under this chapter.
 - e. Any sign not expressly allowed in this chapter.
- (c) Allowable signs. The following signs are allowable in residential districts:
 - (1) House name signs and occupants' name plates.
 - (2) House name signs and occupants' name plates. Meaning those signs which, by their nature and wording, identify either the house or its occupant, or both. Such signs may include pictorial and decorative designs as well as words, and may be in any shape or form, but shall not exceed four square feet in area. The name of a ranch or farm when incorporated into an entranceway or gate to the property is exempt from these provisions if such has been approved by the town council. The names or designs denoting ranches in existence on May 9, 1994, are exempt from the provisions of this chapter.
- (d) Home occupation signs. Home occupation signs are those signs designating a permitted home occupation in the residential district being carried on at the site, and are only permissible in the R-5 Country Residential District. The legend designating the home occupation may be merged with house names or occupant's type sign, thus constituting one sign; or may, at the occupant's option, be stated on a separate sign; providing, however, that such separate sign shall not exceed an area of two square feet.

- (e) Temporary signs. Temporary signs shall be as provided for in this chapter. In addition, one garage sale, rummage sale or estate sale sign not exceeding three square feet or having letters exceeding three inches in height may be displayed on the site during the hours of the sale.
- (f) Political signs. Political signs may be placed on the property provided they do not exceed four square feet in area provided that:
 - (1) No political sign may be placed in the public roadway or easement adjacent to such roadway or placed in any location which would cause a traffic hazard by obscuring or in any manner blocking the vision of any driver of a vehicle using the public street or entering any such street.
 - (2) Thirty days after the election, which includes any run-off election, all political signs pertaining to such election shall be removed or be subject to removal by the town pursuant to the provisions of this chapter.
- (g) Signs designated "No Handbills Allowed" or "No Soliciting Allowed" shall not exceed two inches by 12 inches

Sec. 70-15. - Construction.

- (a) Generally.
 - (1) All signs shall be constructed and supported to withstand a horizontal pressure of 30 pounds for every square foot of exposed surface. All structural members, hangers, braces, tie rods, cables, anchors and fastenings shall be of sufficient strength to withstand the stresses that may be brought upon them with a factor of safety of six.
 - (2) Signs weighing 20 pounds or less attached to the wall of a building may have the cable or wire hanger anchored with an expansion shield and bolt; provided, that the wall is sound and the projection of the sign is not excessive in relation to the size of the wall and pitch of the hanger. Wall anchors for guy cable or wires for such signs shall be expansion shields and bolts or through bolts fastened on the opposite side of the wall. No staples or nails shall be used for anchoring any guy wire or cable.
 - (3) Where signs and sign frames are supported or suspended with chains or wire, chains or wire of not less than No. 8 B & B standard gauge shall be used. Chain supports shall have welded links of not less than 3/16 of an inch in diameter. No cable shall be tied or loosely twisted around any anchor or any other support, but shall be properly sized around the anchor or joined into a loop and the loose end fastened to the standing part of the cable with approved clips or clamps. Where signs are bolted to supports, the bolts shall be supplied with lock nuts. All cable and wire used in hanging signs shall be galvanized. All other supports and exposed structural parts shall be maintained in a safe condition at all times and kept in good condition and repair.
- (b) Signs erected upon or anchored to fire wall or coping. No sign shall be erected upon the fire wall or coping of any building unless such wall is especially designed to carry the additional load. No sign shall be anchored to such wall, but shall be attached to and supported by other structural parts of the building.
- (c) Glazing: strength of glass. The glazing of signs shall be done in a substantial manner. Glass shall be well bedded in putty and secured in substantial frames of copper or zinc tracery.

Glass may be plate or double strength. In no case shall glass less than one-eighth of an inch in thickness be used. No single light of plate glass shall exceed 200 square inches in area. No light of double strength glass shall exceed 600 square inches in area.

- (d) Obstruction of lighting and utilities. No outside advertising shall be so placed as to appreciably obstruct the lighting of any street, alley or public property, or interfere with any public utility service or traffic control device.
- (e) Obstruction of fire escapes. No sign of any kind shall be placed in any position in such a manner as to obstruct any fire escape, door, window or other passageway leading to a fire escape or to a street exit, nor shall a sign be fastened in any manner to a fire escape.

Sec. 70-16. - Placement on another's property.

It shall be unlawful for any person to post, paint or otherwise exhibit any billboard, advertisement, poster, bill or other notice or sign, on any property not owned or controlled by him, without the permission of the person owning or controlling such property.

Sec. 70-17. - Placement on vehicles.

It shall be unlawful for any person to place or cause to be placed anywhere in the town, any poster, placard, handbill, or advertising material on any vehicle, or in any location, in such a manner that the poster, placard, handbill, or advertising material may reasonably be expected to be blown about by the wind. It shall be presumed that the person's name that appears on such poster, placard, handbill, or advertising material has knowledge of the location and manner that such item was placed. It shall be further presumed that if a large number of such items are found scattered about and being blown about by the wind that the items were placed in such a manner that they might reasonably be expected to be blown about by the wind.

Sec. 70-18. - Placement of outdoor advertising on trees, rocks, other natural features.

It shall be unlawful for any person to erect, maintain or paint any sign, billboard or other outdoor advertising upon a tree, rock or other natural feature.

Sec. 70-19. - Prohibited advertising devices.

The following types of signs and advertising devices are not permitted within the corporate limits of the town:

- (1) Advertising searchlights.
- (2) All off-premises commercial signs and billboards.
- (3) Sky signs.
- (4) Sandwich or "A-frame" signs.
- (5) Sidewalk or curb signs.
- (6) Tethered pilotless balloons or other gas-filled advertising devices.
- (7) Signs placed on vehicles and used as stationary advertising devices.
- (8) Mobile advertising.
- (9) Changeable copy sign.

Sec. 70-20. - Functions of the town council.

Signs that do not comply with all of the applicable regulations contained within this chapter may seek approval by the town council after receiving a recommendation from the planning and zoning commission. The town council may consider resolutions which grant special exceptions to this chapter where hardship is incurred or where unusual circumstances warrant special consideration.

In reviewing the applications, the council will uphold the intent of this chapter and will ensure that the signs will be compatible with the property and use thereof, and will not create hazards, confusion, poor aesthetics, loss of business, clutter and garishness, adversely affect the stability and value of property, or produce degeneration of property with attendant deterioration of conditions affecting the peace, health and welfare of the town.

SECTION 3: All rights and remedies of the Town of Westlake, Texas, are expressly saved as to any and all violations of the provisions of the prior ordinance sections which existed at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 4: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: This Ordinance shall be cumulative of all provisions of ordinances of the Town except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

Laura Wheat, Mayor

ATTEST:

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a Public Hearing and Consider the Rezoning of an approximately 5.03-acre Tract, identified as a Portion of Planned Development District 2; Rezoning Said Tract from Planned Development to Government Use. The Subject Tract is Generally Located near the Northwest Corner of Davis Boulevard and Dove Road.

STAFF CONTACT: Troy Meyers, Director of Parks & Facilities
Joel Enders, Development Coordinator

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 6, 2016 **Completion Date:** December 12, 2016

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

As part of the preconstruction process related to the proposed Westlake Fire-EMS Station, the 5-acre site that was generously donated by Fidelity Investments must be rezoned from its current PD zoning to Government Use (GU) in order to legally accommodate Fire and EMS uses. GU zoning districts are commonly used where national, state, or local governmental activities are conducted and where governments or their duly created instrumentalities hold title to such lands. GU district standards are established by Chapter 102 of the Westlake Code of Ordinances, and are summarized below in the context of the proposed Fire-EMS station:

- USES:** Fire-EMS activities are allowed by right in GU districts
- DENSITY:** Maximum 0.25:1 Floor Area Ratio (FAR) – The contemplated 15,940 square foot station creates a .07:1 FAR, well below maximum allowed FAR.
- HEIGHT:** Maximum 3 Stories / 50' – Preliminary designs specify a maximum two-story equivalent building
- SETBACKS:** Minimum 50' Front / 50' Rear / 25' Side Yard Setbacks – Preliminary site layouts show a greater than 100' setback from Davis Boulevard and Dove Road. Note that for uniformity, the 100' front yard setback required in the PD 2 zoning district has been applied to the fire station property and is shown on the corresponding replat.

Town Staff have determined that this zoning change is consistent with the 2015 Comprehensive Plan.

The replat and rezoning of this property follow Workshop presentations, informational meetings, and the adoption of Resolution 16-34, which authorized the Town Secretary to publish notice of intent to issue Certificates of Obligation for the Fire-EMS Station.

Staff are also in the process of drafting Request for Qualifications (RFQ) for Construction Manager-at-Risk services, which include pre-construction, construction documents, and administration. This process will take 4-6 weeks to rank and select the contractor.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval on December 6, 2016.

RECOMMENDATION

Staff recommends rezoning the subject property (survey drawing attached) from Planned Development to Government Use.

ATTACHMENTS

1. Subject Property Survey Drawing
2. Corresponding Ordinance for Consideration

P.R.T.C.T.

FIDELITY INVESTMENT
ADDITION PHASE 1
CAB. A, SLIDE 11040
P.R.T.C.T.

W/C&B CAP

PD 2

50' FIRE LANE, PRIVATE ACCESS
PUBLIC DRAINAGE & PUBLIC WATER ESMT
CAB. A, SLIDE 11040
P.R.T.C.T.

VALUE WAY

EMERGENCY ACCESS
& WATERLINE ESMT
CAB. A, SLIDE 11040
P.R.T.C.T.

100' FRONT YARD SETBACK
CAB. A, SLIDE 11040
P.R.T.C.T.

DAVIS BOULEVARD
(FM 1938)
(A VARIABLE WIDTH R.O.W.)

DOVE ROAD
(A VARIABLE WIDTH R.O.W.)

L=234.98'

N89° 16' 54" E 980.72'

LOT 2
FIDELITY INVESTMENTS ADDITION
PHASE I
218,999 S.F./5.027 AC.
GU ZONING
(Proposed)

L=472.87'
C-28

657.35'
50° 25' 26" E 825.20'

15' UTILITY ESMT
CAB. A, SLIDE 11040
P.R.T.C.T.

N53° 50' 58" W
41.67'

C-27

N80° 43' 47" W
76.29'

VARIABLE WIDTH
SLOPE ESMT
VOL.14723, PG. 200
D.R.T.C.T.

15' ELECT.ESMT
DOC. NO. D206401697
C.C.R.T.C.T.

VISIB
CAB.

TOWN OF WESTLAKE

ORDINANCE NO. 806

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, APPROVING THE REZONING OF AN APPROXIMATELY 5.03-ACRE TRACT OF LAND SITUATED IN THE J. BACON SURVEY, ABSTRACT NO. 2026, AND THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 756, TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS, IDENTIFIED AS LOT 2, FIDELITY INVESTMENTS ADDITION, PHASE 1, FROM PLANNED DEVELOPMENT DISTRICT NUMBER TWO (PD2) TO GOVERNMENT USE. PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the Town of Westlake, Texas is a general law municipality; and

WHEREAS, Fidelity Investments (FMR TEXAS I, LLC) has donated to the Town of Westlake an approximately 5.03-acre portion of Lot 1, Fidelity Investments Addition, Phase 1, recorded in Document No. D216251301, County Clerk Records, Tarrant County, Texas and described in attached **Exhibit A**, for the purposes of constructing a Fire and Emergency Medical Services facility; and

WHEREAS, the Town Council of the Town of Westlake finds it necessary for the public health, safety and welfare that Fire and Emergency Medical Services be provided in a timely and effective manner; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 6, 2016 by the Planning and Zoning Commission (Commission) whereby the Commission recommended the Town Council rezone the property described in attached **Exhibit A** from Planned Development District 2 to Government Use; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 12, 2016 by the Town Council; and

WHEREAS, the Council believes that the interests of the Town, including the present and future residents and citizens of the Town, are best served by adopting this Ordinance, which the Council has determined to be consistent with the 2015 Comprehensive Plan and its Land Use Map, Thoroughfare Plan, and Open Space Plan, all as amended to date; and

WHEREAS, upon the recommendation of the Planning and Zoning Commission and after a public hearing, the Town Council of the Town of Westlake, Texas, is of the opinion that it

is in the best interests of the Town and its citizens that the property shown in attached **Exhibit A** be zoned Government Use.

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

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

SECTION 2: That the Town Council of the Town of Westlake, Texas does hereby change the zoning classification of the property described in attached **Exhibit A** from Planned Development District Number Two (PD2) to Government Use.

SECTION 3: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor offense and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each separate offense. A separate offense shall be deemed committed upon each day, or part of a day, during which a violation occurs or continues.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBITS

EXHIBIT A: Property Description

EXHIBIT A
Property Description

BEING a 5.03 acre tract of land out of the Memucan Hunt Survey, Abstract No. 756, Tarrant County, Texas and also being Lot 2, Fidelity Investments Addition, Phase 1, an addition to the Town of Westlake, Tarrant County, Texas. Said 5.03 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2 inch iron rod with Graham Associates, Inc. "GAI" cap located at the intersection of the north right-of-way line of Dove Road (a variable width right-of-way) and the west right-of-way line of Davis Boulevard (a variable width right-of-way);

THENCE North 80°43'53" West, following along the north right-of-way line of said Dove Road, a distance of 76.29 feet to a set 1/2 inch iron rod with "GAI" cap, being the point of curvature of a tangent curve to the right, having a delta of 26°52'50", a radius of 994.00 feet and a long chord of North 76°17'28" West, 462.07 feet;

THENCE along said tangent curve to the right and continuing along said north right-of-way line, an arc distance of 466.34 feet to a set 1/2 inch iron rod with "GAI" cap;

THENCE North 53°51'03" West, continuing along said north right-of-way line, a distance of 41.67 feet to a set 1/2 inch iron rod with "GAI" cap, being the beginning of a tangent curve to the left having a delta of 24°37'49", a radius of 1100.00 feet and a long chord of North 66°09'58" West, 469.24 feet;

THENCE along said tangent curve to the left and continuing along said north right-of-way line, an arc distance of 472.87 feet to a set 1/2 inch iron rod with "GAI" cap;

THENCE North 89°16'54" East, leaving said north right-of-way line, a distance of 980.72 feet to a set 1/2 inch iron rod with "GAI" cap, being located in the west right-of-way line of said Davis Boulevard;

THENCE South 00°25'32" East, following along said west right-of-way line, a distance of 167.77 feet to a set 1/2 inch iron rod with "GAI" cap, being the point of curvature of a tangent curve to the right, having a delta of 8°51'52", a radius of 1617.50 feet and a long chord of South 04°00'24" West, 250.00 feet;

THENCE along said tangent curve to the right and continuing along said west right-of-way line, an arc distance of 250.25 feet to the POINT OF BEGINNING and CONTAINING 218,939 square feet or 5.03 acres of land more or less.



TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a Public Hearing and Consider a Replat of an approximately 5.03-acre portion of Lot 1, Fidelity Investments Addition, Phase 1.

STAFF CONTACT: Troy Meyers, Director of Parks & Facilities
Joel Enders, Development Coordinator

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 6, 2016 **Completion Date:** December 12, 2016

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

This replat establishes the lot boundary, easements, and rights-of-way for the 5-acre site that was generously donated by Fidelity Investments for the construction of an estimated 15,940 sq. ft. Fire-EMS Station. The site, located at the northwest intersection of Davis Boulevard and Dove Road, will be legally designated as Lot 2, Fidelity Investments Addition, Phase I.

The replat and rezoning of this property are the next steps in the preconstruction process, following Workshop presentations, informational meetings, and the adoption of Resolution 16-34, which authorized the Town Secretary to publish notice of intent to issue Certificates of Obligation for the Fire-EMS Station.

Staff are also in the process of drafting Request for Qualifications (RFQ) for Construction Manager-at-Risk services, which include pre-construction, construction documents, and administration. This process will take 4-6 weeks to rank and select the contractor.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval on December 6, 2016.

RECOMMENDATION

Staff recommends approval of this replat.

ATTACHMENTS

1. Corresponding ordinance and replat drawing for consideration

TOWN OF WESTLAKE

ORDINANCE NO. 808

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A REPLAT OF AN APPROXIMATELY 5.03-ACRE PORTION OF LOT 1, FIDELITY INVESTMENTS ADDITION, PHASE 1. PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the Town of Westlake, Texas is a general law municipality; and

WHEREAS, Fidelity Investments (FMR TEXAS I, LLC) has donated to the Town of Westlake an approximately 5.03-acre tract of land, recorded in Document No. D216251301, County Clerk Records, Tarrant County, Texas, depicted in attached **Exhibit A** for the purposes of constructing a Fire and Emergency Medical Services facility; and

WHEREAS, the Town Council of the Town of Westlake finds it necessary for the public health, safety and welfare that Fire and Emergency Medical Services be provided in a timely and effective manner; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 6, 2016 by the Planning and Zoning Commission (Commission) whereby the Commission recommended to the Town Council approval of the replat shown in attached **Exhibit A**; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 12, 2016 by the Town Council; and

WHEREAS, the Council believes that the interests of the Town, including the present and future residents and citizens of the Town, are best served by adopting this Ordinance, which the Council has determined to be consistent with the 2015 Comprehensive Plan and its Land Use Map, Thoroughfare Plan, and Open Space Plan, all as amended to date; and

WHEREAS, upon the recommendation of the Planning and Zoning Commission and after a public hearing, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the Town and its citizens that this replat, shown in attached **Exhibit A**, should be approved and adopted.

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

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

SECTION 2: That the Town Council of the Town of Westlake, Texas does hereby approve the replat as shown in **Exhibit A**, attached hereto and incorporated herein

SECTION 3: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor offense and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each separate offense. A separate offense shall be deemed committed upon each day, or part of a day, during which a violation occurs or continues.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

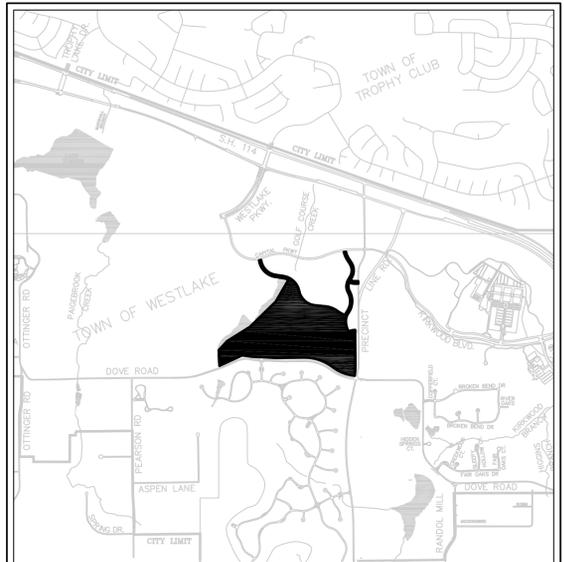
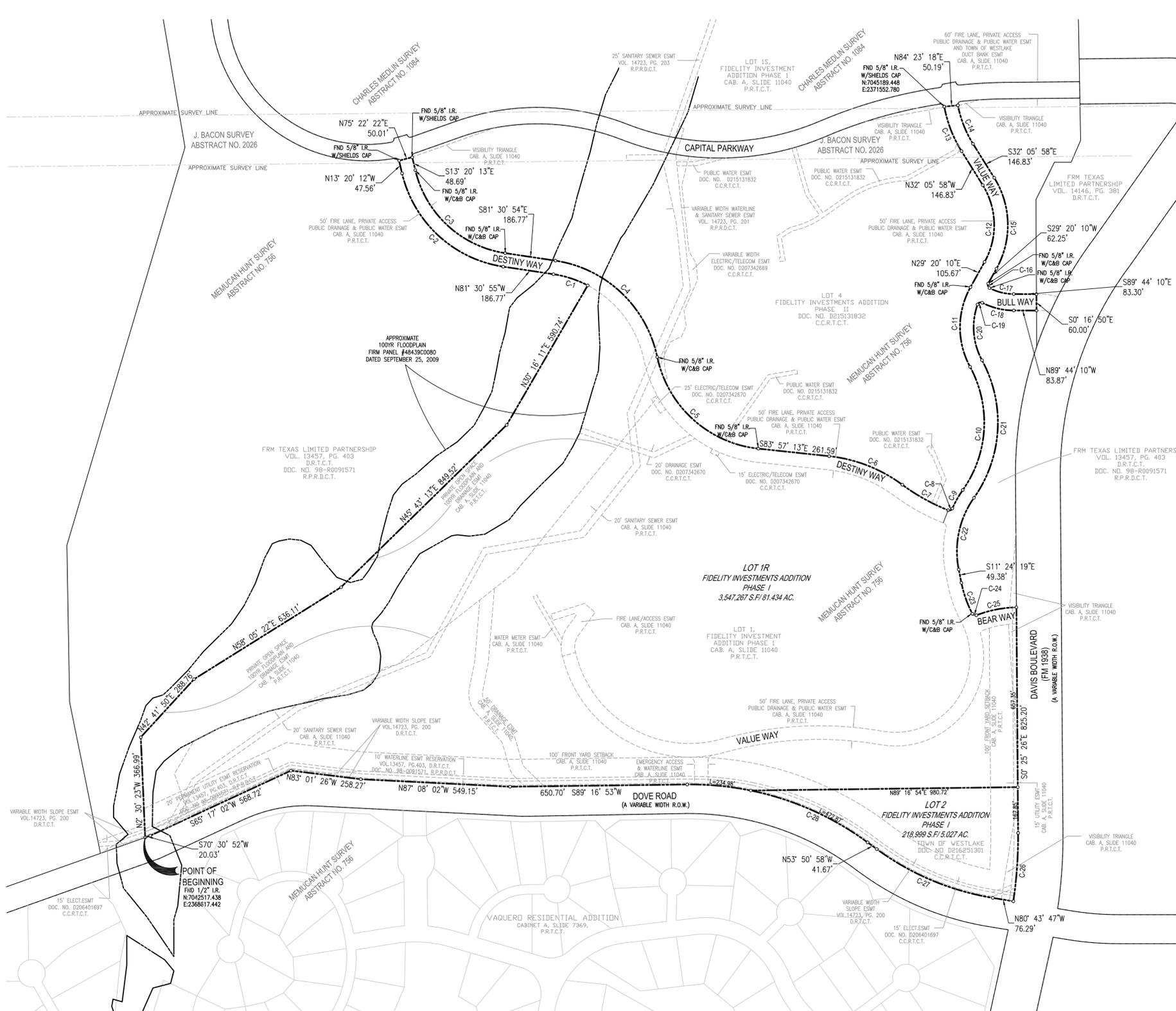
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBITS

EXHIBIT A: Replat Document



VICINITY MAP
(1"=2000')

CURVE TABLE						
CURVE #	Δ	RADIUS	TANGENT	LENGTH	LCB	LCD
C-1	19° 03' 45"	400.00'	67.16'	133.08'	N71° 59' 02"W	132.47'
C-2	68° 10' 43"	450.00'	304.55'	535.47'	N47° 25' 34"W	504.44'
C-3	68° 10' 43"	400.00'	270.71'	475.98'	S47° 25' 34"E	448.39'
C-4	69° 36' 25"	450.00'	312.80'	546.69'	S46° 42' 42"E	513.69'
C-5	72° 02' 41"	425.00'	309.03'	534.40'	S47° 55' 52"E	499.89'
C-6	30° 23' 32"	550.00'	149.39'	291.74'	S68° 45' 27"E	288.34'
C-7	15° 00' 36"	737.00'	97.09'	193.08'	S61° 03' 58"E	192.52'
C-8	87° 32' 50"	12.00'	11.50'	18.34'	N67° 39' 18"E	16.60'
C-9	11° 33' 11"	387.00'	39.15'	78.03'	N29° 39' 28"E	77.90'
C-10	64° 07' 43"	425.00'	266.23'	475.68'	N3° 22' 13"E	451.24'
C-11	58° 01' 48"	300.00'	166.40'	303.85'	N0° 19' 15"E	291.02'
C-12	61° 26' 08"	275.00'	163.40'	294.87'	N1° 22' 54"W	280.94'
C-13	21° 43' 20"	463.00'	88.83'	175.54'	N21° 14' 19"W	174.49'
C-14	21° 08' 38"	413.00'	77.08'	152.41'	S21° 31' 40"E	151.55'
C-15	61° 26' 08"	325.00'	193.11'	348.48'	S1° 22' 54"E	332.03'
C-16	91° 52' 14"	12.00'	12.40'	19.24'	S16° 35' 58"E	17.25'
C-17	27° 12' 05"	195.00'	47.18'	92.58'	S76° 08' 08"E	91.71'
C-18	27° 02' 19"	255.00'	61.31'	120.34'	N76° 13' 01"W	119.22'
C-19	97° 40' 44"	12.00'	13.73'	20.46'	S68° 35' 45"W	18.07'
C-20	48° 14' 29"	250.00'	111.94'	210.49'	S4° 34' 24"E	204.33'
C-21	64° 07' 42"	475.00'	297.55'	531.65'	S3° 22' 13"W	504.33'
C-22	46° 50' 23"	337.00'	145.97'	275.50'	S12° 00' 52"W	267.89'
C-23	16° 12' 38"	425.00'	60.53'	120.25'	S19° 30' 39"E	119.85'
C-24	83° 31' 58"	12.00'	10.72'	17.50'	S69° 22' 58"E	15.99'
C-25	20° 04' 31"	430.00'	76.11'	150.66'	N78° 53' 19"E	149.89'
C-26	8° 51' 51"	1617.50'	125.37'	250.25'	S4° 00' 30"W	250.00'
C-27	26° 52' 49"	994.00'	237.54'	466.34'	N67° 17' 23"W	462.07'
C-28	36° 52' 09"	1100.00'	366.66'	707.84'	N72° 17' 02"W	695.69'



- NOTES:
- Selling a portion of a lot by metes and bounds is a violation of the Town of Westlake ordinance and State of Texas Law and is subject to fines withholding of utilities and building permits.
 - All water lines, sanitary sewer lines, drainage systems and roadways, not dedicated to the Town of Westlake, are private and shall not be maintained by the Town of Westlake.
 - Basis of Bearing is North American Datum of 1983 (Nad-83) State plane Coordinate System, Texas North Central.
 - A portion of the subject property does lie within a FEMA designated floodplain or flood prone area Tarrant County Flood Insurance Rate Map, Community Panel 48439C0080, dated September 25, 2009.
 - All property corners are set 1/2" iron rods with GAI caps unless noted otherwise.
 - Purpose of this replat is to add Lot 2.

OWNER:
FMR TEXAS I, LLC
1 DESTINY WAY
WESTLAKE, TEXAS 76262

OWNER:
TOWN OF WESTLAKE
1301 SOLANA BLVD. #4202
WESTLAKE, TEXAS 76262
817-430-0941

REPLAT
LOTS 1R, & 2
FIDELITY INVESTMENTS ADDITION, PHASE 1
3,766,266 S.F./86.461 AC.
2-LOTS
BEING A REPLAT OF LOT 1, FIDELITY INVESTMENTS ADDITION,
PHASE 1, AS RECORDED IN CABINET A, SLIDE 11040, PLAT
RECORDS, TARRANT COUNTY, TEXAS.
SITUATED IN THE J. BACON SURVEY, ABSTRACT NO. 2026,
AND THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 756,
TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS

November 2016
PREPARED BY



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
400 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8555
TBE FIRM: F-1191/TBPLS FIRM: 101538-00

SHEET 1 OF 2

This Plat Recorded in Instrument No.

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, FMR TEXAS I, LLC and the TOWN OF WESTLAKE are the owners of a tract of land situated in the J. Bacon Survey, Abstract No. 2026 and the Memucan Hunt Survey, Abstract No. 756, Tarrant County, Texas, being all of Lot 1, Fidelity Investments Addition, Phase 1, an addition to the Town of Westlake, as recorded in Cabinet A, Slide 11040, Plat Records, Tarrant County, Texas, and all of tract of land conveyed to the Town of Westlake, as recorded in Document No. D216251301, County Clerk Records, Tarrant County, Texas;

BEING a 86.461 acre tract of land out of the J. Bacon Survey, Abstract No. 2026 and the Memucan Hunt Survey, Abstract No. 756, Tarrant County, Texas and being all of Lot 1, Fidelity Investments Addition, Phase 1, an addition to the Town of Westlake, as recorded in Cabinet A, Slide 11040, Plat Records, Tarrant County, Texas, and all of tract of land conveyed to the Town of Westlake, as recorded in Document No. D216251301, County Clerk Records, Tarrant County, Texas. Said 86.461 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the southwest corner of said Lot 1, and being in the existing north right-of-way line of Dove Road (having a variable width R.O.W.);

THENCE North 02°30'23" West, leaving said existing north right-of-way line, and along said west line, a distance of 366.99 feet to a set 1/2 inch iron rod with "Graham Assoc. Inc." (GA) cap for corner;

THENCE North 42°41'50" East, continuing along said west line, a distance of 288.76 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 58°05'22" East, continuing along said west line, a distance of 636.11 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 45°43'13" East, continuing along said west line, a distance of 849.52 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 30°16'11" East, continuing along said west line, a distance of 590.74 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a non-tangent curve to the left having a radius of 400.00 feet and a central angle of 19°03'45", and a long chord which bears North 71°59'02" West, 132.47 feet, said point being in the existing south line of a access easement (Destiny Way);

THENCE along said existing south line, and along said non-tangent curve to the left an arc distance of 133.08 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 81°30'55" West, continuing along said existing south line, a distance of 186.77 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 450.00 feet, a central angle of 68°10'43", and a long chord which bears North 47°25'34" West, 504.44 feet;

THENCE continuing along said existing south line, and along said tangent curve to the right, an arc distance of 535.47 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 13°20'12" West, continuing along said existing south line, a distance of 47.56 feet to a found 5/8 inch iron rod with Shields cap for corner;

THENCE North 75°22'22" East, leaving said existing line, a distance of 50.01 feet to a found 5/8 inch iron rod with Shields cap for corner, said point being in the existing north line of said access easement (Destiny Way);

THENCE South 13°20'13" East, along said existing north line, a distance of 48.69 feet to a found 5/8 inch iron rod with C&B cap for corner, for the beginning of a tangent curve to the left having a radius of 400.00 feet, a central angle of 68°10'43", and a long chord which bears South 47°25'34" East, 448.39 feet;

THENCE continuing along said existing north line, and along said tangent curve to the left, an arc distance of 475.98 feet to a found 5/8 inch iron rod with C&B cap for corner;

THENCE South 81°30'54" East, continuing along said existing north line, a distance of 186.77 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 450.00 feet, a central angle of 69°36'25", and a long chord which bears South 46°42'42" East, 513.69 feet;

THENCE continuing along said existing north line, and along said tangent curve to the right, an arc distance of 546.69 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the left having a radius of 425.00 feet, a central angle of 72°02'41", and a long chord which bears South 47°55'52" East, 499.89 feet;

THENCE continuing along said existing north line, and along said reverse curve to the left an arc distance of 534.40 feet to a found 5/8 inch iron rod with C&B cap for corner;

THENCE South 83°57'13" East, continuing along said existing north line, a distance of 261.59 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 550.00 feet, a central angle of 30°23'32", and a long chord which bears South 68°45'27" East, 288.34 feet;

THENCE continuing along said existing north line, and along said tangent curve to the right, an arc distance of 291.74 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the left having a radius of 373.00 feet, a central angle of 15°00'36", and a long chord which bears South 61°03'58" East, 192.52 feet;

THENCE continuing along said existing north line, and along said reverse curve to the left an arc distance of 193.08 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a compound curve to the left having a radius of 12.00 feet and a central angle of 87°32'50" and a long chord which bears North 67°39'18" East, 16.60 feet;

THENCE leaving said existing north line, and along said compound curve to the left an arc distance of 18.34 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the right having a radius of 387.00 feet, a central angle of 11°33'11", and a long chord which bears North 29°39'28" East, 77.90 feet, said point being in the existing west line of a access easement (Value Way);

THENCE along said existing west line, and along said reverse curve to the right an arc distance of 78.03 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the left having a radius of 425.00 feet, a central angle of 64°07'43", and a long chord which bears North 03°22'13" East, 451.24 feet;

THENCE continuing along said existing west line, and along said reverse curve to the left an arc distance of 475.68 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the right having a radius of 300.00 feet, a central angle of 58°01'48", and a long chord which bears North 00°19'15" East, 291.02 feet;

THENCE continuing along said existing west line, and along said reverse curve to the right an arc distance of 303.85 feet to a found 5/8 inch iron rod with C&B cap for corner;

THENCE North 29°20'10" East, continuing along said existing west line, a distance of 105.67 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the left having a radius of 275.00 feet, a central angle of 61°26'08", and a long chord which bears North 01°22'54" West, 280.94 feet;

THENCE continuing along said existing west line, and along said tangent curve to the left, an arc distance of 294.87 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 32°05'58" West, continuing along said existing west line, a distance of 146.83 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 463.00 feet, a central angle of 21°43'20", and a long chord which bears North 21°14'19" West, 174.49 feet;

THENCE continuing along said existing west line, and along said tangent curve to the right, an arc distance of 175.54 feet to a found 5/8 inch iron rod with Shields cap for corner;

THENCE North 84°23'18" East, leaving said existing west line, a distance of 50.19 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a non-tangent curve to the left having a radius of 413.00 feet and a central angle of 21°08'38" and a long chord which bears South 21°31'40" East, 151.55 feet, said point being in the existing east line of said access easement (Value Way);

THENCE along said existing east line, and along said non-tangent curve to the left an arc distance of 152.41 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 32°05'58" East, continuing along said existing east line, a distance of 146.83 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 325.00 feet, a central angle of 61°26'08", and a long chord which bears South 01°22'54" East, 332.03 feet;

THENCE continuing along said existing east line, and along said tangent curve to the right, an arc distance of 348.48 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 29°20'10" West, continuing along said existing east line, a distance of 62.25 feet to a found 5/8 inch iron rod with C&B cap for corner, for the beginning of a tangent curve to the left having a radius of 12.00 feet, a central angle of 91°52'14", and a long chord which bears South 16°35'58" East, 17.25 feet;

THENCE leaving said existing east line, and along said tangent curve to the left, an arc distance of 19.24 feet to a found 5/8 inch iron rod with C&B cap for corner, for the beginning compound curve to the left having a radius of 195.00 feet and a central angle of 27°12'05" and a long chord which bears South 76°08'08" East, 91.71 feet, said point being in the existing north line of a access easement (Bull Way);

THENCE along said existing north line, and along said compound curve to the left an arc distance of 92.58 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 89°44'10" East, continuing along said existing north line, a distance of 83.30 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 00°16'50" East, leaving said existing north line, a distance of 60.00 feet to a set 1/2 inch iron rod with GAI cap for corner, said point being in the existing south line of said access easement (Bull Way);

THENCE North 89°44'10" West, along said existing south line, a distance of 83.87 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 255.00 feet, a central angle of 27°02'19", and a long chord which bears North 76°13'01" West, 119.22 feet;

THENCE continuing along said existing south line, and along said tangent curve to the right, an arc distance of 120.34 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the left having a radius of 12.00 feet, a central angle of 97°40'44", and a long chord which bears South 68°35'45" West, 18.07 feet;

THENCE leaving said existing south line, and along said reverse curve to the left, an arc distance of 20.46 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a compound curve to the left having a radius of 250.00 feet, a central angle of 48°14'29", and a long chord which bears South 04°34'24" East, 204.33 feet, said point being in the existing east line of said access easement (Value Way);

THENCE along said existing east line, and along said compound curve to the left, an arc distance of 210.49 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the right having a radius of 475.00 feet, a central angle of 64°07'42", and a long chord which bears South 03°22'13" West, 504.33 feet;

THENCE continuing along said existing east line, and along said reverse curve to the right an arc distance of 531.65 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the left having a radius of 337.00 feet, a central angle of 46°50'23", and a long chord which bears South 12°00'52" West, 267.89 feet;

THENCE continuing along said existing east line, and along said reverse curve to the left an arc distance of 275.50 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 11°24'19" East, continuing along said existing east line, a distance of 49.38 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the left having a radius of 425.00 feet, a central angle of 16°12'38", and a long chord which bears South 19°30'39" East, 119.85 feet;

THENCE continuing along said existing east line, and along said tangent curve to the left, an arc distance of 120.25 feet to a found 5/8 inch iron rod with C&B cap for corner, for the beginning of a compound curve to the left having a radius of 12.00 feet and a central angle of 83°31'58" and a long chord which bears South 69°22'58" East, 15.99 feet;

THENCE leaving said existing east line, and along said compound curve to the left an arc distance of 17.50 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a reverse curve to the right having a radius of 430.00 feet, a central angle of 20°04'31", and a long chord which bears North 78°53'19" East, 149.89 feet, said point being in the existing north line of a access easement (Bear Way);

THENCE along said existing north line, and along said reverse curve to the right an arc distance of 150.66 feet to a set 1/2 inch iron rod with GAI cap for corner, said point being in the existing west right-of-way line of Davis Boulevard (having a variable width R.O.W.);

THENCE South 00°25'26" East, leaving said existing north line, and along said existing west right-of-way line, a distance of 825.20 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 1617.50 feet, a central angle of 8°51'51", and a long chord which bears South 04°00'30" West, 250.00 feet, said point being the intersection of existing west right-of-way line of said Davis Boulevard and the existing north right-of-way line of Dove Road (having a variable width R.O.W.);

THENCE leaving said existing west right-of-way line, and along the existing north right-of-way line of said Dove Road, and along said tangent curve to the right, an arc distance of 250.25 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 80°43'47" West, along said existing north right-of-way line, a distance of 76.29 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the right having a radius of 994.00 feet, a central angle of 26°52'49", and a long chord which bears North 67°17'23" West, 462.07 feet;

THENCE continuing along said existing north right-of-way line, and along said tangent curve to the right, an arc distance of 466.34 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 53°50'58" West, continuing along said existing north right-of-way line, a distance of 41.67 feet to a set 1/2 inch iron rod with GAI cap for corner, for the beginning of a tangent curve to the left having a radius of 1100.00 feet, a central angle of 36°52'09", and a long chord which bears North 72°17'02" West, 695.69 feet;

THENCE continuing along said existing north right-of-way line, and along said tangent curve to the left, an arc distance of 707.84 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 89°16'53" West, continuing along said existing north right-of-way line, a distance of 650.70 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 87°08'02" West, continuing along said existing north right-of-way line, a distance of 549.15 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 83°01'26" West, continuing along said existing north right-of-way line, a distance of 258.27 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 65°17'02" West, continuing along said existing north right-of-way line, a distance of 568.72 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 70°30'52" West, continuing along said existing north right-of-way line, a distance of 20.03 feet to the POINT OF BEGINNING and CONTAINING 3,766,266 square feet, 86.461 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, FMR TEXAS I, LLC, does hereby adopt this plat, designating the herein above described property as Lot 1R, Fidelity Investments Addition, Phase 1, an addition to the Town of Westlake, Tarrant County, Texas. The easements thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies and the public and private utilities specifically approved by the Town of Westlake for the use of a particular easement. The maintenance of paving or any other surfaces on the utility and fire lane easements is the sole responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for mutual use and accommodation of all public utilities specifically approved by the Town of Westlake. Any public utility specifically approved by the Town of Westlake to use a particular easement shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance, or efficiency of its system on the easement and that public utility shall at all times have the right of ingress and egress to or from and upon the easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its system, subject to complying with all ordinances, rules, regulations and resolutions of the Town of Westlake, Texas. The Town of Westlake, Texas, and the public utility shall have the right of ingress and egress to private property for the purpose of reading meters, maintenance and service required or ordinarily performed by that utility.

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line. Description of these additional easements herein granted shall be determined by their locations as installed.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Westlake, Tarrant Texas.

WITNESS, my hand, this the ____ day of _____ 2016.

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this ____ day of _____ 2016.

Notary Public for and in the State of Texas

My Commission Expires: _____

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, TOWN OF WESTLAKE, does hereby adopt this plat, designating the herein above described property as Lot 2, Fidelity Investments Addition, Phase 1, an addition to the Town of Westlake, Tarrant County, Texas. The easements thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies and the public and private utilities specifically approved by the Town of Westlake for the use of a particular easement. The maintenance of paving or any other surfaces on the utility and fire lane easements is the sole responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for mutual use and accommodation of all public utilities specifically approved by the Town of Westlake. Any public utility specifically approved by the Town of Westlake to use a particular easement shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance, or efficiency of its system on the easement and that public utility shall at all times have the right of ingress and egress to or from and upon the easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its system, subject to complying with all ordinances, rules, regulations and resolutions of the Town of Westlake, Texas. The Town of Westlake, Texas, and the public utility shall have the right of ingress and egress to private property for the purpose of reading meters, maintenance and service required or ordinarily performed by that utility.

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line. Description of these additional easements herein granted shall be determined by their locations as installed.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Westlake, Tarrant Texas.

WITNESS, my hand, this the ____ day of _____ 2016.

Tom Brymer Town Manager

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Tom Brymer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this ____ day of _____ 2016.

Notary Public for and in the State of Texas

My Commission Expires: _____

SURVEYOR'S STATEMENT

I, Michael L. Peterson, a Registered Professional Land Surveyor in the State of Texas, do hereby state that this plat was prepared in accordance with the General Rules of Procedure and Practices as directed by the Texas Board of Professional Land Surveyors.

Michael L. Peterson
Registered Professional Land Surveyor
Texas Registration No. 5999

Date



NOTES:

1. Setting a portion of a lot by metes and bounds is a violation of the Town of Westlake ordinance and State of Texas Law and is subject to fines withholding of utilities and building permits.
2. All water lines, sanitary sewer lines, drainage systems and roadways, not dedicated to the Town of Westlake, are private and shall not be maintained by the Town of Westlake.
3. Basis of Bearing is North American Datum of 1983 (Nad-83) State plane Coordinate System, Texas North Central.
4. A portion of the subject property does lie within a FEMA designated floodplain or flood prone area Tarrant County Flood Insurance Rate Map, Community Panel 48439C0080, dated September 25, 2009.
5. All property corners are set 1/2" iron rods with GAI caps unless noted otherwise.
6. Purpose of this replat is to add Lot 2.

RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING COMMISSION OF WESTLAKE, TEXAS. ON THIS THE ____ DAY OF _____, 2016.
ATTEST:
P & Z CHAIRMAN

TOWN ATTORNEY AND TOWN ENGINEER CERTIFICATE:
REVIEWED BY:
TOWN ATTORNEY
TOWN ENGINEER

APPROVED BY THE TOWN COUNCIL OF WESTLAKE, TEXAS.
ON THIS THE ____ DAY OF _____, 2016.
ATTEST:
MAYOR
TOWN SECRETARY

REPLAT

LOTS 1R, & 2
FIDELITY INVESTMENTS ADDITION, PHASE 1
3,766,266 S.F/86.461 AC.
2—LOTS

BEING A REPLAT OF LOT 1, FIDELITY INVESTMENTS ADDITION, PHASE 1, AS RECORDED IN CABINET A, SLIDE 11040, PLAT RECORDS, TARRANT COUNTY, TEXAS.

SITUATED IN THE J. BACON SURVEY, ABSTRACT NO. 2026, AND THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 756, TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS

November 16

PREPARED BY



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SKI FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-9535
TSP# FIRM# F-1191/TBPLS FIRM# 101538-00

SHEET 2 OF 2

This Plat Recorded in Instrument No.



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Town Council Meeting
Monday, December 12, 2016**

TOPIC: Consider approval of a Resolution Authorizing the Town Manager to enter into an agreement with Brown Reynolds Watford Architects to provide professional architectural design services for the Town of Westlake Fire/EMS Station No. 1 and authorize the Town Manager to make funding changes not to exceed \$25,000.00 on this project.

STAFF CONTACT: Troy J. Meyer, Facilities Director

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewsapes, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	People, Facilities, & Technology	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Improve Technology, Facilities & Equipment
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 12, 2016 **Completion Date:** October 31, 2018

Funding Amount \$XXXX **Status -** **Funded** **Source -** Bond Issuance

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

In January 2015, Brown Reynolds Watford Architects (BRW) firm was hired to complete a Fire Station validation study for the Town. BRW has extensive experience in designing fire stations

not only in North Texas but state wide. Over the last 10 years, BRW has completed fire stations in Roanoke Station 1, Brenham EMS Station 2, Trophy Club Station 1, Richardson Station 4, Georgetown Station 5 and a station in Dallas. This agreement will include but is not limited to the following items:

- Building exterior design reflective of existing Westlake communities
- Minimum site grading disturbance
- Natural landscape design
- Civil engineering design using Integrated Storm Water Management (ISWM) best practices
- Construction cost estimate and preliminary total project budget based on the concept design

This agreement with BRW includes the design of a fire station with an approximate 4-bay drive through apparatus bays and fire administration with a training/EOC room. If budget allows, the following alternates will be considered, 3 story hose tower, water feature in front of the building and fueling station. Total cost for basic services plus additional service is \$638,000.00 the additional services include, Civil engineering, landscape and irrigation design, storm water detention and record document.

RECOMMENDATION

Staff recommends the approval of this agreement for \$6380,000.00(basic services) with Brown Reynolds Watford Architects to provide professional services proposal for concept design of the Town of Westlake Fire Station and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.

ATTACHMENTS

Resolution
Exhibit A, Agreement

TOWN OF WESTLAKE

RESOLUTION NO. 16-43

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH BROWN REYNOLDS WATFORD ARCHITECTS TO PROVIDE PROFESSIONAL SERVICES FOR CONCEPT DESIGN OF THE TOWN OF WESTLAKE FIRE & EMS STATION AND AUTHORIZE TOWN MANAGER TO MAKE FUNDING CHANGES NOT TO EXCEED \$25,000.00 ON THIS PROJECT.

WHEREAS, the Town's current Fire/EMS services has been operating out of a temporary facility for the past 12 years and,

WHEREAS, the town population growth in residential and commercial development has outpaced our fire station capabilities and,

WHEREAS, the agreement with BRW would provide the staff with cost options for the new station and renderings of the exterior view of the proposed site which would give the firefighters a safer place to shelter during a severe weather event and,

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

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

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

SECTION 2: That the Town of Westlake Town Council hereby approves the agreement with Brown Reynolds Watford Architects to provide professional services for concept design of the Town of Westlake Fire Station & EMS and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project., attached as *Exhibit "A*.

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

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

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

ATTEST:

Laura L. Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Sixteen

(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Town of Westlake
Thomas E. Brymer, Town Manager
1301 Solana Boulevard, Building 4, Suite 4202
Westlake, TX 76262

and the Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

for the following Project:
(Name, location and detailed description)

Architectural Design Services for the Town of Westlake Fire EMS Station No. 1
The Construction Manager (if known):
(Name, legal status, address and other information)

To be determined at a later date.

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

The building program will be approximately 16,000 SF and similar to that developed in the previous design study prepared by BRW, including a fire station with a 4-bay drive through apparatus bay, and fire administration with a training / EOC room. Several potential alternates have been proposed, budget allowing. These may include a 3 story fire training stair tower (not for burning), a water feature in front of the building, and a fueling station.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The site is a roughly triangular five acre site located at the Northwest corner of the intersection of Davis Blvd. and Dove Road in Westlake, TX. All required utilities are believed to exist today at the site perimeter except for the sanitary sewer line which is located on the opposite side of Dove Road. The Town of Westlake has provided preliminary boundary and topographic survey information and a preliminary geotechnical report to BRW and will have this information updated and completed as required for the project scope.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Construction Cost Limit shall not exceed six million, six hundred thousand (\$6,600,000.00) dollars

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§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Notice to Proceed with design is anticipated on December 15, 2016

Based upon December 15 notice to proceed with Design, the following milestone dates shall be achieved by or before the dates noted, unless otherwise mutually agreed between Owner and Architect to adjust the project schedule:

100% Schematic Design: February 10, 2017

100% Design Development: March 24, 2017

50% Construction Documents: May 5, 2017

100% Site Development Package (Early release for permit and bidding), and Progress CD's (for Initial GMP pricing only): May 19, 2017

100% Construction Documents delivered: July 7, 2017

.2 Commencement of construction:

Notice to Proceed with construction is preliminarily anticipated to be in September 2017.

.3 Substantial Completion date or milestone dates:

Substantial completion: October 1, 2018

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

[] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

For Early Site Development Package, reference Article 1.1.4.1.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

Owner Provided Services

The Owner shall furnish the services or building systems listed below, or authorize the Architect to furnish them as an Additional Service, when such services are required to complete the project.

- Employ a Construction Manager at Risk (CMaR) to provide pre-construction cost estimating and scheduling services, in addition to constructing the building.
 - The CMaR shall provide pre-construction cost estimates at the following minimum phases: 50% SD, 100% SD, 100% DD, and 50% CD phases.
- Employ a testing lab to perform geotechnical investigations and recommendations as required for the project scope.

- Employ a registered surveyor to provide complete surveying services for topographic and boundary survey that includes all tree locations, species and sizes and utility locations, sizes and invert elevations as required for the completion of the project.
- Request and submit any zoning changes.
- Laboratory construction materials testing / inspections (during construction).
- RDPiRC services for ICC-500 storm shelter implementation during construction (likely performed by the construction materials testing agency).
- Third party plan reviews and field inspections as required by governing authorities, including energy reviews, structural reviews and storm shelter reviews.
- Employ a qualified commissioning consultant to provide building mechanical and electrical commissioning services, including a commissioning specifications that the Architect will incorporate into the Project Manual, should such commissioning be required by the codes under which this facility will be designed.
- Traffic studies and signalization design at the new median break and/or the street intersection .
- Computer and telephone equipment selection and procurement. (Architect shall provide design for electrical power and empty conduit as directed by the Owner and as determined through low voltage system design services as indicated)
- Fire station radio, antenna and alerting systems selection and procurement (Architect shall provide electrical power and empty conduit as directed by the Owner and as determined through system design services as indicated).
- Furniture, kitchen equipment, office equipment, fitness equipment, and fire equipment selection and procurement (BRW will include the kitchen hood and garage disposal in the construction scope, and will provide a generic furnishing plan)

§ 1.1.8 The Owner identifies the following ~~representative~~ representatives in accordance with Section 5.5:
(List name, address and other information.)

Thomas E. Brymer
Town Manager
Town of Westlake
1301 Solana Boulevard, Building 4, Suite 4202
Westlake, TX 76262

Troy Meyer
Director of Facilities & Recreation
Town of Westlake
1301 Solana Boulevard, Building 4, Suite 4202
Westlake, TX 76262

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Troy Meyer
Director of Facilities & Recreation
Town of Westlake
1301 Solana Boulevard, Building 4, Suite 4202
Westlake, TX 76262

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

January 2017

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Not Applicable.

- .3 Land Surveyor:
Graham Associates, Inc.
600 Six Flags Drive, Suite 500
Arlington, TX 76011

- .4 Geotechnical Engineer:
Terracon Consultants, Inc.
2501 East Loop 820
Fort Worth, TX 76118

- .5 Civil Engineer:

- ~~.6~~ Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Commissioning Agent:
To be determined as applicable to code requirements for third party commissioning for mechanical systems.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Gary DeVries, AIA, Principal
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
JQ Engineering Inc.
100 Glass Street, Suite 201
Dallas, TX 75207

- ~~.2~~ ~~Mechanical-2~~ Mechanical/ Electrical / Plumbing Engineer:
Reed, Wells, Benson & Company
12001 N. Central Expressway, Suite 1100
Dallas, TX 75243

.3 Civil Engineer:
Pacheco Koch LLC
7557 Rambler Road, Suite 1400
Dallas, TX 75231
~~.3 Electrical Engineer:~~

.4 Landscape Architect:
David McCaskill Design Group
620 E. Southlake Blvd.
Southlake, TX 76092

§ 1.1.12.2 Consultants retained under Additional Services:

Information Technology/AudioVisual/Security Design:
Wrightson, Johnson, Haddon & Williams, Inc.
3424 Midcourt Road, Suite 124
Carrollton, TX 75006

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not Applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

SCOPE OF SERVICES

Basic Services

Basic Services shall include the following work:

- Architectural Design of the site development and building, including up to two (2) color exterior renderings prepared in-house.
- Interior Design, including a residential kitchen, with Type I commercial hood and grease trap as may be required by local code or Town preference, and interior /exterior signage.
- Structural Engineering, including establishing structural design criteria, determining the type of primary structural frame and performing engineering design calculations. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site (geotechnical report is provided by Town of Westlake). The basic foundation system is anticipated to be slab on ground level with spread footings. The primary framing structure is anticipated to be a steel framed structure with steel or light gauge truss framing for sloped roofs. Basic Services also includes a generator pad, dumpster pad and enclosure, monument sign foundation and a flat slab fueling station foundation if these elements are part of the project scope. Cold-formed metal framing shall be a performance specification for delegated design by the Contractor. Additional Services includes the structural design of a site retaining wall.
- Mechanical, Electrical, and Plumbing Engineering, including:
 - Engineering planning for on-site utilities (within property lines), including natural gas and electrical service to building, and domestic and sanitary water services from inside the building to Civil engineering connection on site, and fire sprinkler water service from inside the building to 5' beyond foundations.

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- Heating, Ventilating, and Air Conditioning (HVAC) Systems. This proposal is based on using packaged rooftop mechanical units or split DX units or a combination of both with natural gas heat. Temperature control systems and a basic Energy Management System (if such is desired) will be a performance specifications for delegated design by the Contractor. Also includes fans for a Type 1 kitchen hood with fire suppression. The apparatus bays will have a source capture diesel vehicle exhaust removal system, or air cleaning system, in addition to the code minimum general exhaust.
- Plumbing Systems:
 - Sanitary sewer waste drainage and vent system
 - Interior storm water drainage system for flat roof areas
 - Natural gas piping and hook up to HVAC, central gas-fired domestic water heaters and plumbing equipment
 - Domestic hot and cold water supply piping systems
 - Plumbing fixtures
 - Kitchen grease trap and floor drains to a grease trap, and apparatus bay drains to a sand-oil separator, if desired or required by the Town.
 - Owner will furnish extractor, SCBA and compressed air systems.
- Fully Automatic Wet Sprinkler Fire Protection System using a performance specification for delegated design by the Contractor. Includes coordination of the fire main and sprinkler valve riser locations.
- Electrical Systems:
 - General lighting systems
 - General power supply systems
 - Emergency power generator
 - Fire alarm system. Delegated design by the Contractor with a written performance specification
 - Raceway and conductor system for voice and data, audio visual systems, and alerting and radio system.

Civil Engineering

- Civil Engineering, including: on-site dimension control, site paving, grading and drainage, water and sanitary sewer, and erosion control and SWPPP. Also includes off-site median opening for emergency vehicle use only along Davis Boulevard.
- Storm Water Detention Plan: Design storm water detention facilities in accordance with standard criteria established by the Town. Construction plans and details will be prepared.

Landscape and Irrigation

- Landscape Architecture and Irrigation Design, including: landscaping planting plan, details, and specifications. Irrigation will be provided as a performance specification for delegated design by the installing contractor. One (1) colored landscape plan will be provided for use in public presentations, showing the then current design at a time as requested by Owner.
- Research and compliance with all applicable governing authority requirements and standards
- Compliance with TDLR TAS (Texas Accessibility Standards) requirements, including plan review and site inspection submittal and response to questions. The TDLR plan review and site inspection fees shall be a reimbursable expense.
- Coordination of the project design with the Owner's design and construction standards and equipment/material preferences
- Coordination of the project design and procedures with the Owner's consultants, including a Commissioning Consultant, if applicable.
- Coordination with the Owner selected artist and incorporation of their art into the project design, if applicable.
- One Construction Documents Package that anticipates one phase of construction.
- Incorporation of Contractor's field changes into the Construction Documents to create Record Documents
- Architect's attendance and brief presentation at up to six Town Council and Planning & Zoning meetings.

Record Documents

- Prepare final Record Documents based on project construction records of deviations from the contract documents and field conditions as maintained and provided by the Construction Manager. These drawings

will rely on the information provided by the Construction Manager and field verification is not included in this item.

Additional Services

Additional Services shall include the following work:

- On-Site Utilities: Coordinate utility improvements to serve the proposed development. Utilities include gas, power, and phone. These improvements will be shown from existing public facilities located adjacent to the site to a point 5-feet outside the proposed building. The connection points will be coordinated with the MEP engineer.
- Storm Water Quality Management Plan: Prepare a Storm Water Quality Management Plan (SWQMP), per Town of Westlake standards, including information regarding the site characteristics and water quality controls as well as instructions to Owner regarding maintenance, inspection, and renewal criteria. Includes (1) site visit at construction completion for visual observation of the permanent water quality controls for general compliance with the SWQMP and design. Annual inspection and renewal assistance and preparation is not included.
- Easement Documents: Prepare up to two (2) separate instrument dedication documents for water, sanitary sewer, drawings and/or utility easements that may be required as a part of the development of the site. Includes dedication statements, survey exhibits, and metes and bounds descriptions for each easement, and coordination with Town staff for review and approval of each easement. (Note: it is generally anticipated that an easement will be required to be dedicated for electrical utilities, and may be required for gas or other utilities depending upon final design.) This item excludes monumentation of easement corners.
- TxDOT Median Design and Opening Permit for Davis Boulevard: Design the median opening and prepare a permit application and necessary documentation for submittal to TxDOT.
- Topographic Survey Verification: Should the Owner's surveyor fail to provide adequate signed and sealed topographic and boundary survey, Pacheco Koch will perform an on the ground verification survey of the site. The survey will verify general grades and utilities, critical points and tie in locations and elevations, location of visible appurtenances and DIGTESS utility markers.
- Traffic Signal Design: The A/E will design the traffic light in the median to TxDOT standard details. Includes meeting with TxDOT for coordination of requirements. This item excludes design of the traffic light at the intersection and special design requirements beyond TxDOT's standard details, should such be required by TxDOT. This item also excludes traffic signal and other traffic studies, should such be required by TxDOT.
- Structural Slab Design (if recommended by the geotechnical survey and mutually agreed as the appropriate structural system for the foundation with the Owner and Construction Manager)
- Structural Retaining Wall Design, as required by site layout and grading.
- Structured Cabling, Audio-Visual, Security and Fire Department Systems: The following low-voltage systems will be incorporated in the Construction Documents, or packaged as a separate bid package(s) to be bid and contracted separately by the Town of Westlake or Construction Manager.
 - Structured Cabling
 - Designing a structured cabling (Tel/Data) system that will serve the facilities.
 - Coordinate fiber connectivity to the Town's network.
 - Locate and layout the Main Distribution Frame (MDF) room and the Intermediate Distribution Frame (IDF) room(s) to serve the facility.
 - Confirm the quantity, type and location of drops, sleeves, and cable trays throughout the facility.
 - Locate and identify wireless access point locations based on the Owner's required density ratio for all public spaces, and Owner's layout.
 - Exclusion: This work does not include design and specification of networking electronics, i.e., switches, routers, wireless access points, hubs, etc. or for telephone or computer hardware. These will be provided by the Owner.
 - Audio Visual System
 - Design the audio-visual systems and connectivity as part of the project. AV systems will be provided for the Fitness Room, Conference Room, Dayroom, and Lobby.
 - Provide conduit distribution requirements for the AV systems.
 - Provide functional one-line drawings showing interconnection of equipment.

- Coordinate locations of controls.
- Provide infrastructure, power, and HVAC requirements for each of the systems in this section.
- Coordination of system components with architectural design.
- Video Surveillance System / Motion Detectors
 - Meet with all appropriate parties to review the video surveillance requirements of the project.
 - Utilize this program to develop the systems designs to meet the goals and requirements of the program.
 - Includes the design of exterior camera surveillance and interior camera surveillance (at appropriate at designated sensitive points).
 - Identification, location and interconnection of cameras throughout the facility.
 - Design a complete system that will allow for monitoring of the cameras and recording of the images.
 - Exclusion: This work does not include "security consulting," which is normally taken to include review of criminal activity in the project vicinity, security staffing studies, recommendations as to other policing functions, and threat assessment studies, etc.
- Access Control and Intrusion Systems Design
 - Meet with Owner's staff or the development team's representatives to determine their security goals and assess their security program.
 - Develop an access control system based on the outcome of the Owner's goals and approved program.
 - Includes design of motion detectors, beam detection and similar intrusion system devices.
 - Develop systems to monitor and control the facility, coordinated with the architectural design elements.
- Radio, Alerting and Antenna Systems Design Assistance
 - Through a design build effort with a vendor(s), design the conduit infrastructure associated with the radio/alerting/antenna system for the project.
 - Coordinate the infrastructure layout with the Town's preferred vendor for these system, the Owner and Architect for the integration of required system components into the architectural design, and coordinate them with the interior design.
 - Coordinate the power requirements of each of the systems listed in this section based on information provided by the Town's vendor.
- Hose and Stair Tower Design: Complete architectural, structural and MEP design of a 3-story stair tower for training purposes. Includes design for a hose drying hoist system, power, lighting, and floor drain. This item excludes HVAC design and burn tower use.
 - In the event that this tower should be so programmed, additional design for use of this tower as a cell antenna rental space including mounting mast(s) and additional infrastructure, can be provided as an Additional Service.
- Water Feature Design, including design of the water feature to a construction budget ranging up to a maximum of \$250,000. The water feature is anticipated to be of clay liner pond design with aeration feature (fountain or similar), and may include a weir to spill overflow water to storm drainage. Includes landscape planting design associated with the water feature. This item excludes on-site well water alternative water supply, but this may be provided as an Additional Service.
- Storm Shelter Design to meet ICC-500 design standards per the requirements of the 2015 International Building Code. This includes architectural, structural, and MEP design services.
 - Per preliminary determination from the Town of Westlake, we are including peer review as in-house review by registered design professionals associated with the project design. Should determination later be that peer review must be sourced to third party entities, then the peer review fees from third parties will be provided by Owner, or provided by Architect as a negotiated additional service.
- Fueling Station Design: A/E team will work with a vendor to provide design and specifications based on Town standards for the complete system. Includes power, infrastructure, disconnect, and conduit for data as applicable. Excludes a vehicle canopy.
- Traffic Signal Design:
 - AIE team will coordinate requirements for the flashing yellow lights at the median cut in Davis and provide

construction documents for this work. These lights may be part of the construction manager's bid package, or packaged to bid separately at Owner's option.

Exclusions from Architect's Services

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

- Construction cost estimating
- LEED, or other green building certification, registration and certification
- Zoning modifications
- Traffic control studies or signalization design (other than infrastructure for power and empty conduit and control button located within the Fire Station for operation of the flashing lights at the new median break)
- Environmental assessments or remediation
- Energy modeling or utility bill estimates
- Off-site utility and civil engineering
- Trench safety design
- Professional architectural renderings models
- Preparation or assistance with the Construction Manager at Risk RFQ, qualifications, evaluations, interviews or selection process
- Preparation or assistance with multiple or fast track drawing / bid packages
- Construction site observation visits beyond the number listed herein

The design team has included the below number of Basic and Supplemental Services site observation visits during construction to become generally familiar with the progress and quality of the work completed.

- | | |
|---------------------------------------|----------------|
| • <u>Civil Engineer</u> | <u>6 times</u> |
| • <u>Structural Engineer</u> | <u>3 times</u> |
| • <u>MEP Engineer</u> | <u>4 times</u> |
| • <u>Landscape Architect</u> | <u>2 times</u> |
| • <u>Technical Systems Consultant</u> | <u>2 times</u> |

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than ~~(\$ —~~One Million (\$1,000,000) per claim and ~~(\$ —~~One Million

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(\$1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than (\$ One Million (\$1,000,000)).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$—One Million (\$1,000,000)) per claim and (\$—Five Million (\$5,000,000)) in the aggregate.

§ 2.6.6 The Owner shall be named as an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance , and the right to have a copy of the insurance policy, evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner named as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, and the milestone dates listed in Article 1.1.4.1; the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 ~~During one of the design phases, the Owner will receive a~~ Based upon the early release Site Development Package and progress construction documents, Owner will receive a Guaranteed Maximum price for the Early Site Development work, and an Initial Guaranteed Maximum Price proposal or Control ~~Estimate, Estimate for the remaining work~~, as appropriate, from the Construction Manager. Based upon the 100% Construction Documents, the Construction Manager will provide a final Guaranteed Maximum Price. Refer to 1.1.4.1 for related project schedule information. The Architect shall assist the Owner in reviewing the Construction Manager's ~~proposal or estimate, proposals or estimates.~~ The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans,

sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings,

Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates ~~on the date the Architect issues the final Certificate for Payment.~~ thirty (30) days after the Substantial Completion date established in the original Contract for Construction. Services beyond this date shall be Additional Services compensated with a monthly lump sum fee equal to the Architect's construction phase services fee divided by the total number of months in the original Contract for Construction.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	<u>Not Provided</u>	
§ 4.1.2 Programming(B202™ 2009)	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.3 Multiple preliminary designs	<u>Architect</u>	<u>During Schematic Design Phase Only</u>
§ 4.1.4 Measured drawings	<u>Not Provided</u>	
§ 4.1.5 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.6 Site Evaluation and Planning (B203™–2007)	<u>Not Provided</u>	
§ 4.1.7 Building Information Modeling (E203™ 2013)	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.8 Civil engineering	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.9 Landscape design	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.10 Architectural Interior Design (B252™ 2007)	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.11 Value Analysis (B204™–2007)	<u>Not Provided</u>	
§ 4.1.12 Detailed-cost estimating	<u>Owner</u>	<u>To be provided by Construction Manager</u>
§ 4.1.13 On-site project representation (B207™ 2008)	<u>Not Provided</u>	
§ 4.1.14 Conformed construction documents	<u>Not Provided</u>	
§ 4.1.15 As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.16 As-Constructed Record drawings	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.17 Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.18 Facility Support Services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.19 Tenant-related services	<u>Not Provided</u>	
§ 4.1.20 Coordination of Owner’s consultants	<u>Architect</u>	<u>Communications Vendor(s)</u>
§ 4.1.21 Telecommunications/data design	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.22 Security Evaluation and Planning (B206™ 2007)Planning	<u>Architect</u>	<u>Refer to Section 2.1</u>
§ 4.1.23 Commissioning	<u>Owner</u>	<u>If required by current building codes</u>
§ 4.1.23 Commissioning (B211™ 2007)		
§ 4.1.24 Extensive sustainable design services	<u>Not Provided</u>	
§ 4.1.25 LEED® Certification (B214™–2012)	<u>Not Provided</u>	
§ 4.1.26 Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27 Furniture, Furnishings, and Equipment Design(B253™ 2007)	<u>Owner</u>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Refer to Section 2.1 of this Agreement.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;

Init.

- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Average two (2) visits per month to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. ~~Within 15 days after~~ After receipt of a written request from the Architect, the Owner shall have fifteen (15) days after the next Town Council meeting to furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. ~~The Subject to 5.1 above,~~ the Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 ~~The~~ Within 30 days' written notice, the Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's

inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner ~~substantially performs its obligations, including provides~~ prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect~~

rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. ~~The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration~~

~~proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction, in Tarrant County, Fort Worth, Texas

Other: *(Specify)*

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

Init.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven calendar days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted~~adjusted as needed for the Project.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section ~~9.7-9.7~~ , upon delivery of design documents to date.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. They can be reached at: P.O. Box 12337, Austin, TX 78711-2337, Ph. 512.305.9000 Fax 512.305.8900.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary, proprietary, or security information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, to the extent allowed by law. Both parties acknowledge that Owner is a governmental entity subject to the Texas Public Information Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum compensation, plus allowable reimbursable expenses, as shown below.

Basic Services Fees

Architectural	\$470,750.00
Structural	\$ 42,000.00
MEP	\$ 57,000.00
Civil Engineering	\$ 42,750.00
Landscape and Irrigation	\$ 15,000.00
Storm Water Detention Plan	\$ 4,500.00
Record Documents	\$ 6,000.00

Total Basic Services \$638,000.00

§ 11.2 For Additional Services designated in Section 4.1, 4.1 and Section 2.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Lump sum compensation, plus allowable reimbursable expenses, as shown below.

Additional Fees & Expenses

Franchise Utility Coordination \$ 5,000.00

Init.

Storm Water Quality Management Plan	\$ 3,500.00
Easement Documents (@ \$2,500 each, allowing for 2):	\$ 5,000.00
TxDOT Median Design	\$ 4,000.00
Topographic Survey Verification	\$ 4,500.00
Structural Slab Foundation	\$ 6,000.00
Site Retaining Wall Design	\$ 4,000.00
Structured Cabling Design for Voice, Data, Cable TV	\$ 8,000.00
Audio Visual Systems	\$ 6,000.00
Security Systems	\$ 6,000.00
Radio, Alerting and Antenna Systems	\$ 4,000.00
Hose and Stair Tower Design	\$ 16,500.00
Fueling System Design	\$ 7,000.00
Water Feature Design	\$ 10,000.00
Storm Shelter Design	\$ 21,000.00
Traffic Signal Design	\$ 5,000.00
Reimbursable Expenses Allowance	\$ 15,000.00
Total Additional Services Fees & Expenses	\$130,500.00
Total Contract Amount	\$768,500.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Article 11.7 of this Agreement for hourly rates.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus eight and a half percent (8.5 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>forty</u>	percent (<u>40</u>	%)
<u>Bidding & Negotiation Phase</u>	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>twenty</u>		<u>20</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
<u>BRW Architects</u>	
<u>Principal</u>	<u>\$240.00 per hour</u>
<u>Project Director</u>	<u>\$200.00 per hour</u>
<u>Project Manager</u>	<u>\$175.00 per hour</u>
<u>Project Architect</u>	<u>\$140.00 per hour</u>
<u>Architect</u>	<u>\$120.00 per hour</u>
<u>Intern Architect I</u>	<u>\$ 90.00 per hour</u>
<u>Intern Architect II</u>	<u>\$ 75.00 per hour</u>
<u>Administration Staff</u>	<u>\$ 70.00 per hour</u>
<u>Pacheco Koch LLC</u>	
<u>Principal</u>	<u>\$225.00 per hour</u>
<u>Associate Principal</u>	<u>\$200.00 per hour</u>
<u>Director</u>	<u>\$200.00 per hour</u>
<u>Senior Project Manager</u>	<u>\$150.00 per hour</u>
<u>Senior Project Coordinator</u>	<u>\$150.00 per hour</u>
<u>Project Manager</u>	<u>\$120.00 per hour</u>
<u>Project Coordinator</u>	<u>\$120.00 per hour</u>
<u>Project Engineer</u>	<u>\$ 95.00 per hour</u>
<u>Senior Technician</u>	<u>\$110.00 per hour</u>
<u>Technician</u>	<u>\$ 80.00 per hour</u>
<u>Drafter</u>	<u>\$ 75.00 per hour</u>
<u>Research Manager</u>	<u>\$ 80.00 per hour</u>
<u>Technical Assistant</u>	<u>\$ 50.00 per hour</u>
<u>Executive Assistant</u>	<u>\$ 85.00 per hour</u>
<u>Senior Administrative Assistant</u>	<u>\$ 80.00 per hour</u>
<u>Administrative Assistant</u>	<u>\$ 70.00 per hour</u>
<u>David McCaskill Design Group</u>	
<u>Principal</u>	<u>\$160.00 per hour</u>
<u>Senior Landscape Architect</u>	<u>\$120.00 per hour</u>
<u>Graduate Landscape Architect</u>	<u>\$ 80.00 per hour</u>
<u>Clerical</u>	<u>\$ 60.00 per hour</u>
<u>JQ Engineering</u>	
<u>Partner</u>	<u>\$240.00 per hour</u>
<u>Principal</u>	<u>\$210.00 per hour</u>
<u>Senior Project Manager</u>	<u>\$175.00 per hour</u>
<u>Engineering Technical Lead</u>	<u>\$190.00 per hour</u>
<u>Project Manager</u>	<u>\$155.00 per hour</u>
<u>Senior Project Engineer</u>	<u>\$135.00 per hour</u>
<u>Project Engineer</u>	<u>\$120.00 per hour</u>
<u>Senior Technician</u>	<u>\$110.00 per hour</u>
<u>Technician</u>	<u>\$ 90.00 per hour</u>
<u>Administrative</u>	<u>\$ 75.00 per hour</u>
<u>Reed, Wells, Benson & Co.</u>	
<u>Principals</u>	<u>\$205.00 per hour</u>
<u>Project Manager</u>	<u>\$160.00 per hour</u>

Init.

<u>Senior Engineer</u>	<u>\$145.00 per hour</u>
<u>Project Engineer</u>	<u>\$130.00 per hour</u>
<u>Engineer</u>	<u>\$120.00 per hour</u>
<u>Senior Designer</u>	<u>\$100.00 per hour</u>
<u>Engineer Intern</u>	<u>\$90.00 per hour</u>
<u>Designer</u>	<u>\$85.00 per hour</u>
<u>CADD Designer</u>	<u>\$75.00 per hour</u>
<u>Technical Typist</u>	<u>\$65.00 per hour</u>
<u>Wrightson, Johnson, Haddon & Williams</u>	
<u>Principal</u>	<u>\$200-225.00 per hour</u>
<u>Associate Principal</u>	<u>\$200.00 per hour</u>
<u>Senior Associate</u>	<u>\$185.00 per hour</u>
<u>Associate</u>	<u>\$185.00 per hour</u>
<u>Senior Consultant</u>	<u>\$175-185.00 per hour</u>
<u>Consultant</u>	<u>\$150-185.00 per hour</u>
<u>Senior Designer</u>	<u>\$150.00 per hour</u>
<u>Designer</u>	<u>\$125.00 per hour</u>
<u>BIM Specialist</u>	<u>\$ 90.00 per hour</u>
<u>Administration</u>	<u>\$60-80.00 per hour</u>

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

Not Applicable.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, ~~the Owner shall pay a licensing fee as compensation for the Owner's previous payments by the Owner will be considered a licensing fee and the Owner will be allowed the continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~—The lower of 5% annum or the maximum rate allowed under Chapter 2251, Texas Government Code.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not Applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~
Not Applicable.
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
Town of Westlake Fire/EMS Station No. 1 Concept Design and Budget Study, dated November 17, 2016.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Thomas E. Brymer, Town Manager
Town of Westlake
(Printed name and title)

ARCHITECT *(Signature)*

Gary DeVries, AIA, Principal
Brown Reynolds Watford Architects, Inc.
(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary DeVries, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:16:56 on 12/05/2016 under Order No. 6214267116_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-142636

Date Filed:
12/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brown Reynolds Watford Architects, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Town of Westlake, Texas

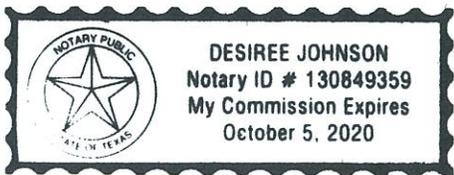
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-07
Architectural and Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reynolds, Craig	Dallas, TX United States	X	
	Watford, Mark	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Mark Watford

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said authorized agent, this the fifth day of December, 2016, to certify which, witness my hand and seal of office.

Desiree Johnson

Signature of officer administering oath

Desiree Johnson
Printed name of officer administering oath

Project Administrator
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brown Reynolds Watford Architects, Inc.
Dallas, TX United States

Certificate Number:
2016-142636

Date Filed:
12/05/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Town of Westlake, Texas

Date Acknowledged:
12/07/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-07
Architectural and Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reynolds, Craig	Dallas, TX United States	X	
	Watford, Mark	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a public hearing and consider a replat of an approximately 2.474-acre portion of Planned Development District 1, Planning Area 2 (PD 1-2), established by Ordinance 703 for the property generally located south of State Highway 114, east of Davis Boulevard, and north of Solana Boulevard, commonly known as Westlake Entrada.

STAFF CONTACT: Joel Enders, Development Coordinator & Management Analyst

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 6, 2016 **Completion Date:** December 12, 2016

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Ordinance 761, approved December 14, 2015, approved a final plat of Entrada that included Block M (Primrose site), Block N (CVS Site), Block O (Information Center site), and Block A (Retail Corner site). The remainder of Entrada Phase I was platted as Block B, Lot 1. This final plat was approved in an effort to accommodate closing deadlines related to a CVS Pharmacy and Primrose School, and was accompanied by an amendment to the Development Agreement (Res. 15-35) to ensure timely completion of sewer infrastructure and acquisition of offsite easements necessary to serve Blocks M, N, O, and A. At the time Ordinance 761 was approved, it was understood that the developer would eventually need to replace this final plat via replat or replats in order to fully define the necessary lots, easements, rights-of-way, roads, etc. that were omitted from the first plat.

Instead of a single, comprehensive replat, the developer has chosen to submit a number of replats that define specific sections of Entrada. The replat under consideration fully defines Entrada Block A and Block O, which includes:

1. Four commercial lots, related easements, and rights-of-way
2. Two common area (landscape) lots
3. A public access and utility easement to be used for vehicular access which will be privately maintained but publicly accessible.
4. Two streets, Roses Drive and a portion of Andorra Drive. The future northern section of Andorra Drive that extends east to Aragon Drive is not shown on this plat.

Pursuant to Entrada's zoning (Ordinance 703), every lot, parcel, and tract in the development is subject to PD Site Plan approval. The PD Site Plan relative to this proposed replat was recommended by the Planning and Zoning Commission on 15 February, 2016 and approved by the Town Council on 22 February, 2016 (Ordinance 771).

Town staff has determined that the subject replat substantially comports to the Entrada Development Plan (Ordinance 720) and Preliminary Plat (Resolution 13-32).

Approval of this replat is a prerequisite to the issuance of building permits, but is not the only remaining requirement that the developer must meet. Exhibit A, Section 3(F) of the Entrada Development Agreement (Resolution 13-34), allows the Town to withhold the issuance of building permits until all public and private infrastructure necessary to serve Block A has been completed and accepted by the Town. Note that the amendments to the Entrada Development Agreement specified in Resolution 15-35 do not modify the requirements specified in Section 3(F) of Resolution 13-34.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval on December 6, 2016.

RECOMMENDATION

Staff recommends approval of this replat.

ATTACHMENTS

1. Corresponding ordinance and replat drawing for consideration

TOWN OF WESTLAKE

ORDINANCE NO. 809

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A REPLAT OF AN APPROXIMATELY 2.747-ACRE PORTION OF PLANNED DEVELOPMENT DISTRICT 1, PLANNING AREA 2 (PD 1-2), ESTABLISHED BY ORDINANCE 703 FOR THE PROPERTY GENERALLY LOCATED SOUTH OF STATE HIGHWAY 114, EAST OF DAVIS BOULEVARD, AND NORTH OF SOLANA BOULEVARD, COMMONLY KNOWN AS WESTLAKE ENTRADA. PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the Town of Westlake, Texas is a general law municipality; and

WHEREAS, the Town Council of the Town of Westlake finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, there is located within the corporate limits of the Town of Westlake an approximately 85.9-acre tract of land known as Planning Area 1-2 (PD 1-2), bounded by Solana Boulevard to the south, FM 1938 "Davis Blvd." to the west, and State Highway 114 to the north, (**Exhibit A**), on which a mixed use development is underway; and

WHEREAS, because of the size, location, and natural features of Planning Area 1-2 and the Town's need for public infrastructure, amenities, and services, the Town has a critical interest in the development of Planning Area 1-2 and is encouraging such development to the highest possible standards of quality consistent with the Town's long-term development vision; and

WHEREAS, because of improvements to FM 1938 (Davis Blvd.), further urban growth throughout the region, and other changed conditions that affect the region, the Town believes there are unique and significant opportunities for new and unique mixed-use development within Planning Area 1-2 that will be consistent with the Town's long-term development vision; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 6, 2016 by the Planning and Zoning Commission (Commission) whereby the Commission recommended to the Town Council approval of the replat shown in attached **Exhibit B**; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 12, 2016 by the Town Council; and

WHEREAS, the Council believes that the interests of the Town, the present and future residents and citizens of the Town, and developers of land within the Town, are best served by

adopting this Ordinance, which the Council has determined to be consistent with the 2015 Comprehensive Plan and its Land Use Map, Thoroughfare Plan, and Open Space Plan, all as amended to date; and

WHEREAS, upon the recommendation of the Planning and Zoning Commission and after a public hearing, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the Town and its citizens that this replat, shown in attached **Exhibit B**, should be approved and adopted.

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

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

SECTION 2: That the Town Council of the Town of Westlake, Texas does hereby approve the replat as shown in **Exhibit B**, attached hereto and incorporated herein, and located in PD 1-2 which is an approximately 85-acre tract located south of Hwy 114, east of Davis Boulevard, and north of Solana Boulevard, as shown in the legal description **Exhibit A**, attached hereto and incorporated herein.

SECTION 3: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor offense and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each separate offense. A separate offense shall be deemed committed upon each day, or part of a day, during which a violation occurs or continues.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBITS

EXHIBIT A Legal Description of PD1-2 District (Entrada)

EXHIBIT B Replat Depiction and Description

Exhibit A

LEGAL DESCRIPTION
Legal Description of PD1-2 District

85.9 Acres

BEING a tract of land situated in the C.M. Throop Survey, Abstract No. 1510, the W. Medlin Survey, Abstract No. 1958, the William Pea Survey, Abstract No. 1246 and the Joseph Henry Survey, Abstract No. 742, Tarrant County, Texas and being a portion of Tract 2 as described in the Special Warranty Deed to MAGUIRE PARTNERS – SOLANA LAND, L.P. as recorded in Volume 16858, Page 176 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with “Huitt-Zollars” cap at the southwest corner of Lot 2, Block 1, Westlake/Southlake Park Addition No. 1, an addition to the Town of Westlake, Texas as recorded in Volume 388-214, Page 78 of the Plat Records of Tarrant County, Texas, being on the northeasterly right-of-way line of Kirkwood Boulevard, a variable width right-of-way as dedicated by said Westlake/Southlake Park Addition No. 1 and being the beginning of a non-tangent curve to the left having a central angle of 9 degrees 13 minutes 11 seconds, a radius of 1428.00 feet and being subtended by a chord which bears North 47 degrees 49 minutes 50 seconds West a distance of 229.54 feet;

THENCE along the northeasterly right-of-way line of Kirkwood Boulevard, a variable with right-of-way, as described in Dedication Deed to the Town of Westlake as recorded under instrument No. D208427746, Deed Records of Tarrant County, Texas the following:

Along said curve to the left an arc distance of 229.79 feet to a ½ inch rod found with Graham cap at the end of said curve;

North 52 degrees 30 minutes 14 seconds west a distance of 32.60 feet to ½ inch iron rod found with Graham cup beginning of a curve to the right having a central angle of 18 degrees 54 minutes 48 seconds, a radius of 612.00 feet and being subtended by a chord which bears North 43 degrees 02 minutes 03 seconds West a distance of 201.11 feet;

Along said curve to the right an arc distance of 202.02 feet to a ½ inch iron rod found with Graham cap at the beginning of a compound curve to the right having a central angle of 24 degrees 06 minutes 47 seconds, a radius of 812.00 feet and being subtended by a chord which bears North 21 degrees 32 minutes 03 seconds West a distance of 339.22 feet;

Along said curve to the right an arc distance of 341.73 feet to a ½ inch iron rod found with Graham cap at the end of a said curve;

North 09 degrees 28 minutes 39 seconds West a distance of 132.24 feet to a ½ inch iron rod found with Graham cap at the beginning of a curve to the left having a central angle of 45 degrees 43 minutes 19 seconds, a radius of 708.00 feet and being subtended by a chord which

bears North 32 degrees 20 minutes 19 seconds West a distance of 550.11 feet;

Along said curve to the left an arc distance of 564.98 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 55 degrees 11 minutes 58 seconds West a distance of 190.50 feet to a ½ inch iron rod found with Graham cap;

North 08 degrees 56 minutes 27 seconds West a distance off 21.41 feet to a ½ inch iron rod found with Graham cap on the easterly right-of-way line of Precinct Line Road, a variable width right-of-way, as described in Dedication Deed to Town of Westlake as recorded under Instrument No. D208427746, Deed Records of Tarrant County, Texas and being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 09 minutes 21 seconds, a radius of 1,432.50 feet and being subtended by a chord which bears North 27 degrees 07 minutes 42 seconds East a distance of 402.59 feet;

THENCE along the easterly right-of-way line of Precinct Line Road, the following;

Along said curve to the left an arc distance of 403.92 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 18 degrees 47 minutes 24 seconds East a distance of 185.36 feet to a ½ inch iron rod found with Graham cap;

North 17 degrees 03 minutes 03 seconds East a distance of 322.64 feet to a ½ inch iron rod found on the southerly right-of-way line of State Highway 114 (a variable width ROW);

THENCE along the southerly right-of-way line of State Highway 114, the following;

North 60 degrees 06 minutes 26 seconds East a distance of 44.54 feet to a Texas Department of Transportation brass disk in concrete found;

South 71 degrees 03 minutes 32 seconds East a distance of 254.55 feet to a point for corner from which a Texas Department of Transportation brass disk in concrete found bears North 10 degrees 48 minutes 28 seconds West a distance of 0.43 feet;

South 77 degrees 26 minutes 06 seconds East a distance of 746.74 feet to a Texas Department of Transportation brass disk in concrete found;

South 71 degrees 03 minutes 31 seconds East a distance of 1443.85 feet to a Texas Department of Transportation brass disk in concrete found;

South 62 degrees 34 minutes 19 seconds East a distance of 404.34 feet to a Texas Department of Transportation brass disk in concrete found at the beginning of a curve to the right having a central angle of 08 degrees 19 minutes 09 seconds, a radius of 2,709.79 feet and being subtended by a chord which bears South 58 degrees 24 minutes 45 seconds East a distance of 393.11 feet;

Along said curve to the right an arc distance of 393.45 feet to a Texas Department of Transportation brass disk in concrete found;

South 54 degrees 15 minutes 11 seconds East a distance of 399.24 feet to a Texas Department of Transportation brass disk in concrete found;

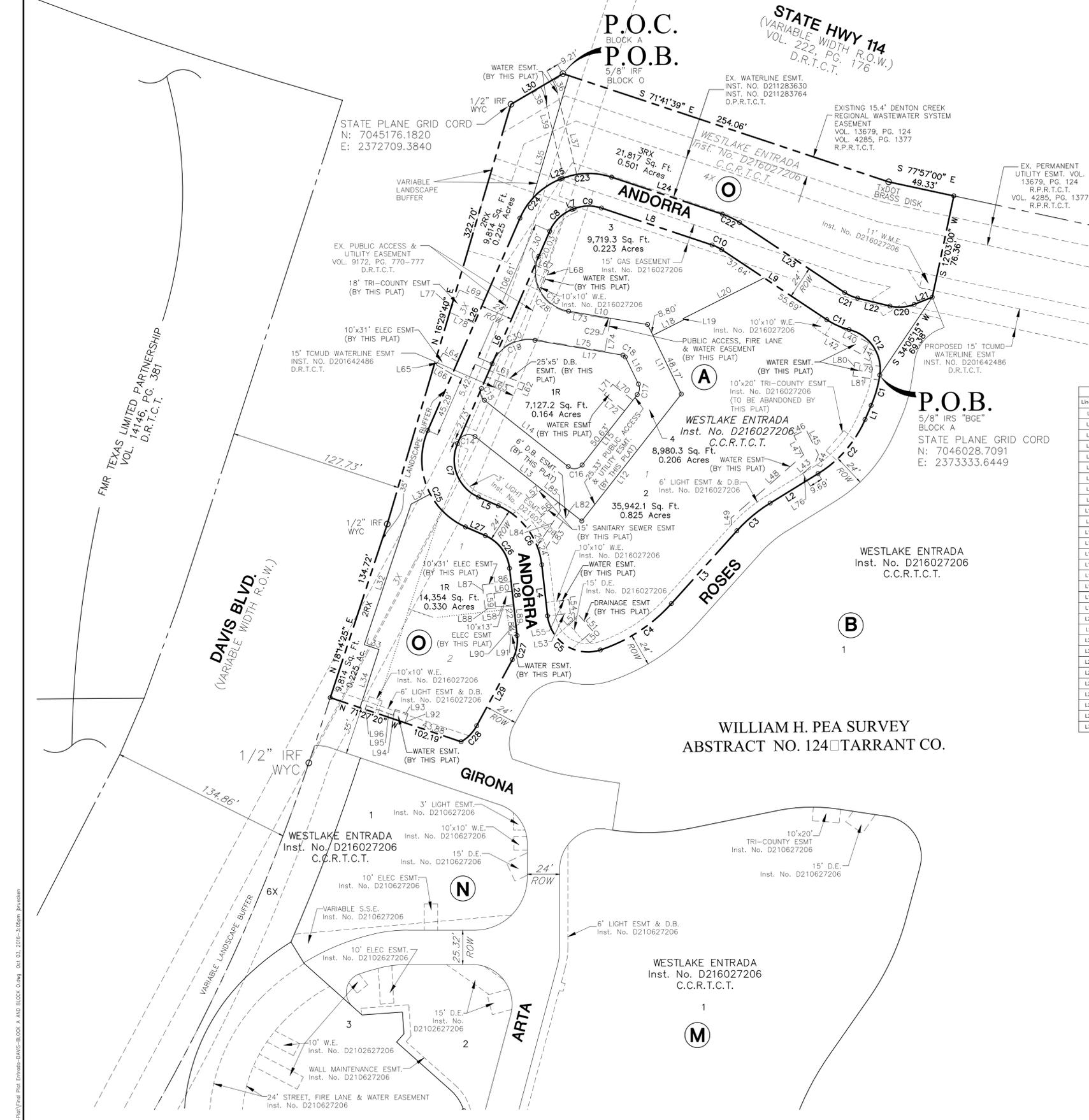
South 64 degrees 19 minutes 50 seconds East a distance of 56.55 feet to a 5/8 inch iron rod found with "Huitt-Zollars" cap at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 13 minutes 56 seconds, a radius of 2,754.79 feet and being subtended by a chord which bears South 43 degrees 17 minutes 37 seconds East a distance of 107.32 feet;

Along said curve to the right an arc distance of 107.33 feet to a 1/2 inch rod found with "Huitt-Zollars" cap for the northeast corner of Lot 1, Block 1, of the aforementioned Westlake/Southlake Park Addition No. 1;

THENCE departing the southerly right-of-way line of State Highway 114, North 90 degrees 00 minutes 00 seconds west along the north line of said Lot 1, Block 1, a distance of 2,132.54 feet to a 5/8 inch iron rod with "Carter-Burgess" cap found for the northwest corner of said Lot 2, Block 1, Westlake/Southlake Park Addition No. 1;

THENCE South 52 degrees 00 minutes 00 seconds West along the northwesterly line said Lot 2, Block 1, a distance of 1000.00 feet to a 5/8 inch iron rod with "Carter & Burgess" cap found at an angle point in the west line of Lot 2, Block 1;

THENCE along the west line of said Lot 2, Block 1, South 00 degrees 00 minutes 00 seconds East a distance of 168.55 feet to the POINT OF BEGINNING and containing 85.90 acres of land, more or less.



STATE HWY 114
(VARIABLE WIDTH R.O.W.)
VOL. 222, PG. 176
D.R.T.C.T.

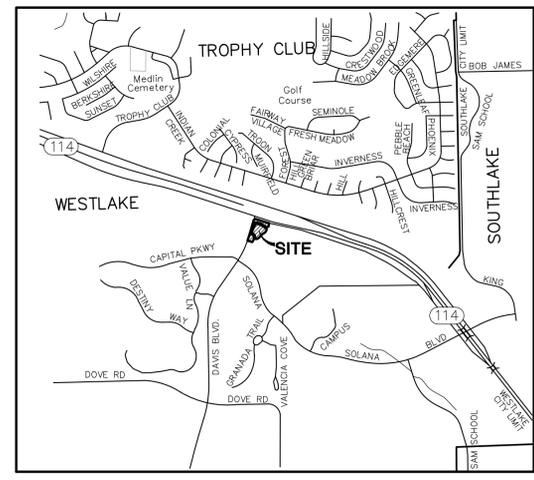
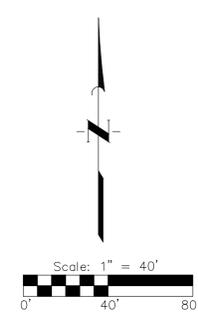
STATE PLANE GRID CORD
N: 7045176.1820
E: 2372709.3840

P.O.B.
5/8" IRS "BGE"
BLOCK A
STATE PLANE GRID CORD
N: 7046028.7091
E: 2373333.6449

WILLIAM H. PEA SURVEY
ABSTRACT NO. 124 TARRANT CO.

Curve #	Delta	Radius	Length	Chord Bearing	Chord Length
C1	15°10'27"	88.00'	23.31'	S15°57'26"W	23.24'
C2	35°00'00"	88.00'	53.76'	S41°02'40"W	52.92'
C3	16°26'09"	112.00'	32.13'	S50°19'35"W	32.02'
C4	29°47'16"	122.00'	63.43'	S57°00'08"W	62.72'
C5	10°13'53"	30.00'	53.22'	N57°16'46"W	46.51'
C6	60°00'00"	54.00'	56.55'	N36°27'20"W	54.00'
C7	90°00'00"	30.00'	47.12'	N21°27'20"W	42.43'
C8	45°00'00"	30.00'	23.56'	N46°02'40"E	22.96'
C9	39°50'50"	30.00'	20.86'	N88°28'05"E	20.45'
C10	15°09'10"	30.00'	7.93'	S64°01'54"E	7.91'
C11	19°30'37"	54.15'	18.44'	S66°13'28"E	18.35'
C12	84°20'59"	30.00'	44.17'	S33°48'17"E	40.28'
C13	104°00'37"	29.33'	53.25'	S28°27'39"E	46.23'
C14	95°16'01"	8.26'	13.73'	S77°36'04"W	12.20'
C15	75°18'34"	7.33'	9.64'	S14°06'37"E	8.96'
C16	90°00'00"	7.33'	11.52'	N83°14'06"E	10.37'
C17	64°09'10"	7.33'	8.21'	N06°09'31"E	7.79'
C18	54°32'52"	2.43'	2.32'	N53°11'30"W	2.23'
C19	75°59'24"	29.33'	38.90'	S61°32'21"W	36.11'
C20	35°00'00"	30.00'	18.33'	S86°02'40"W	18.04'
C21	20°00'00"	30.00'	10.47'	N66°27'20"W	10.42'
C22	15°09'10"	54.00'	14.28'	N64°01'55"W	14.24'
C23	39°50'50"	54.00'	37.56'	S88°28'05"E	36.80'
C24	45°00'00"	54.00'	42.41'	S46°02'40"W	41.33'
C25	90°00'00"	54.00'	84.82'	S21°27'20"E	76.37'
C26	60°00'00"	30.00'	31.42'	S36°27'20"E	30.00'
C27	34°54'58"	30.00'	18.28'	S11°00'09"W	18.00'
C28	31°53'38"	30.00'	16.70'	S44°24'27"W	16.48'

Curve #	Delta	Radius	Length	Chord Bearing	Chord Length
C28	104°00'37"	30.00'	54.46'	S28°27'39"E	47.28'
C29	22°52'54"	10.00'	3.99'	N88°05'37"E	3.97'
C30	75°59'24"	30.00'	39.79'	S61°32'21"W	36.94'



VICINITY MAP
(1"=2000')

- LEGEND**
- IRFC IRON ROD WITH YELLOW PLASTIC CAP FOUND
 - CIRS IRON ROD WITH YELLOW PLASTIC CAP STAMPED
 - IRF "RPLS 4023" SET IRON ROD FOUND
 - BL BUILDING LINE (SET BACK)
 - DB TOWN OF WESTLAKE DUCT BANK
 - D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
 - R.P.R.T.C.T. REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS
 - CC# COUNTY CLERK FILE NUMBER
 - U.E. UTILITY EASEMENT
 - VOL. VOLUME
 - PAGE PAGE
 - ROW RIGHT-OF-WAY
 - D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - ESMT. EASEMENT
 - PID PUBLIC IMPROVEMENT DISTRICT
 - WYC WITH YELLOW CAP
 - W.L.I.&M.E. WATER, LIGHTING, IRRIGATION & MAINTENANCE EASEMENT
 - W.M.E. WALL MAINTENANCE EASEMENT
 - EXISTING LOT LINE NOTATION
 - FUTURE LOT LINE NOTATION
 - PROPOSED LOT LINE NOTATION
 - 1 EXISTING LOT NUMBER NOTATION
 - 1 WESTLAKE ENTRADA EXISTING FILE PLAT NOTATION
 - Inst. No. D216027206
 - D.R.T.C.T.

Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	S23°32'40"W	11.28'	L31	S62°08'14"W	15.95'	L61	N69°29'43"W	28.00'	L91	S85°03'59"E	6.23'
L2	S58°32'40"W	41.62'	L32	S18°32'59"W	109.21'	L62	N23°35'25"E	5.01'	L92	N18°34'05"E	6.99'
L3	S42°06'31"W	72.34'	L33	S71°43'58"E	11.50'	L63	S69°39'48"E	28.00'	L93	N71°27'20"W	10.00'
L4	N06°27'20"W	37.92'	L34	S18°14'25"W	45.12'	L64	S59°31'51"E	12.56'	L94	S18°34'05"W	4.40'
L5	N66°27'20"W	16.08'	L35	N16°29'40"E	94.46'	L65	N30°28'09"E	10.00'	L95	N70°29'17"W	21.19'
L6	N23°32'40"E	170.79'	L36	N28°30'24"W	6.42'	L66	S59°31'51"E	13.77'	L96	N18°32'49"E	2.94'
L7	N68°32'40"E	1.44'	L37	N13°15'09"W	65.70'	L67	S66°59'13"E	10.26'			
L8	S71°36'30"E	86.41'	L38	N28°30'24"W	4.82'	L68	S23°00'47"W	16.01'			
L9	S56°27'20"E	93.33'	L39	N13°15'09"W	64.63'	L69	S66°27'20"E	19.98'			
L10	S80°27'56"E	59.36'	L40	N61°34'45"W	30.52'	L70	S51°34'23"E	19.03'			
L11	S25°55'04"E	56.97'	L41	N27°12'03"E	10.00'	L71	N38°25'37"E	10.00'			
L12	S38°14'06"W	119.14'	L42	S61°56'34"E	31.58'	L72	N51°34'23"W	19.06'			
L13	N51°45'54"W	100.53'	L43	S49°33'04"W	12.14'	L73	S80°27'56"E	27.53'			
L14	S51°45'54"W	79.05'	L44	S22°33'04"W	6.46'	L74	S09°32'04"W	24.79'			
L15	N38°14'06"E	66.00'	L45	S28°28'56"E	20.71'	L75	N80°27'56"W	52.38'			
L16	N25°55'04"W	22.18'	L46	N63°13'56"E	10.00'	L76	N31°27'20"W	6.00'			
L17	N80°27'56"W	66.01'	L47	N26°28'56"W	15.89'	L77	N23°32'40"E	18.00'			
L18	N63°27'53"E	25.39'	L48	N49°03'04"E	71.09'	L78	N66°27'20"W	19.98'			
L19	N26°28'56"W	1.00'	L49	N03°11'56"W	4.96'	L79	N81°18'14"W	18.86'			
L20	N63°27'53"E	67.17'	L50	S48°32'40"W	10.00'	L80	S08°41'46"W	10.00'			
L21	S68°32'40"W	14.37'	L51	S41°27'20"E	15.00'	L81	S81°18'14"E	18.54'			
L22	N76°27'20"W	24.58'	L52	N48°32'40"E	10.00'	L82	S11°37'27"E	1.65'			
L23	N56°27'20"W	93.33'	L53	N84°13'33"E	7.00'	L83	S33°22'33"W	30.60'			
L24	N71°36'30"E	86.41'	L54	N06°29'46"W	10.08'	L84	N33°22'33"E	31.11'			
L25	S68°32'40"W	1.44'	L55	S83°32'40"W	7.00'	L85	N11°37'27"W	6.28'			
L26	S23°32'40"W	170.79'	L56	S49°59'11"W	29.94'	L86	S83°32'40"W	21.33'			
L27	S66°27'20"E	16.08'	L57	S49°59'11"W	28.26'	L87	S06°27'20"E	18.00'			
L28	S06°27'20"E	49.84'	L58	N83°42'39"E	13.52'	L88	N83°32'40"E	21.33'			
L29	S28°27'38"W	55.52'	L59	S06°17'21"E	10.00'	L89	N85°03'59"W	5.02'			
L30	N59°33'30"E	44.59'	L60	N83°42'39"E	13.49'	L90	S04°56'01"W	6.00'			

NOTES

- Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network-Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
- No Floodplain exists on this site.
- Selling a portion of this property by metes and bounds is a violation of the Town Ordinance and State Law and is subject to fines and withholding of utilities and building permits.
- No generic "U.E.s" (utility easements) will be allowed. No easement will be allowed by separate instrument and right-of-way points without written approval by the Town of Westlake.
- Unless otherwise noted, all boundary corner & lot corners are 5/8" iron rod set with yellow cap stamp "BGE".
- The purpose of this plat is to Replat Block A and Block O for development.

REPLAT PLAT OF WESTLAKE ENTRADA

LOTS 1R, 2, 3 & 4, BLOCK A, AND LOTS 1R, 2RX & 3RX, BLOCK O BEING 1.4180 ACRES (BLOCK A) & BEING 1.056 ACRES (BLOCK O) IN THE WILLIAM H. PEA SURVEY, ABSTRACT NO. 1246 TOWN OF WESTLAKE, TEXAS TARRANT COUNTY, TEXAS OCTOBER 2016

DEVELOPER
CENTURION AMERICAN
1800 Valley View Lane, Suite 300
Farmer Branch, Texas 75234
Contact: Michael Beaty
Telephone: (214)-287-9009

OWNER
MAGUIRE PARTNERS - SOLANA LAND L.P.
1800 Valley View Lane, Suite 300
Farmer Branch, Texas 75234
Contact: Michael Beaty
Telephone: (214)-287-9009

SURVEYOR/ENGINEER
BGE, Inc.
2529 Dallas Parkway, Suite 204
Frisco, Texas 75034
Contact: Jason Frey, P.E.
Tel: 972-464-4800 • www.bgeinc.com
TBPLS Registration No. 10193953

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Ordinance 809

BGE INC. 0:\V\T\Survey\Survey Data\West Lake - Entrada\Final\Plat\Plat File\Entrada-DAMS-BLOCK A AND BLOCK O.dwg Oct 03, 2016 - 3:05pm Burackler

OWNER'S CERTIFICATION (BLOCK A)

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, MAGUIRE PARTNERS--SOLANA LAND, L.P., is the owner of a tract or parcel of land situated in the William Pea Survey, Abstract No. 1246, Town of Westlake, Tarrant County, Texas, and being a portion of Westlake Entrada as recorded in Instrument Number D216027206, Plat Records, Tarrant County Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the north corner clip of the intersection of the east right-of-way of Davis Boulevard (a variable width right-of-way (old Precinct Line Road) and the south right-of-way of State Highway No. 114 (a variable width right-of-way) as recorded in Volume 222, Page 176, Deed Records, Tarrant County, Texas;

THENCE South 71'41'39" East a distance of 254.06 feet to a TxDot brass disk found for corner;

THENCE South 77'57'00" East a distance of 49.33 feet to a point for corner;

THENCE South 12'03'00" West a distance of 76.36 feet to a point for corner;

THENCE South 34'05'15" West a distance of 69.38 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for the POINT OF BEGINNING, said point being at the beginning of a curve to the right whose chord bears South 15'57'26" West, 23.24 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 15'10'27", a radius of 88.00 feet, an arc length of 23.31 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 23'32'40" West a distance of 11.28 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 41'02'40" West, 52.92 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 35'00'00", a radius of 88.00 feet, an arc length of 53.76 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 58'32'40" West a distance of 41.62 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears South 50'19'35" West, 32.02 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 16'26'09", a radius of 112.00 feet, an arc length of 32.13 feet to a point for corner;

THENCE South 42'06'31" West a distance of 72.34 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 57'00'09" West, 62.72 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 29'47'16", a radius of 122.00 feet, an arc length of 63.43 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears North 57'16'46" West, 46.51 feet;

THENCE in a Northwesterly direction along said curve to the right having a central angle of 101'38'53", a radius of 30.00 feet, an arc length of 53.22 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 06'27'20" West a distance of 37.92 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears North 36'27'20" West, 54.00 feet;

THENCE in a Northwesterly direction along said curve to the left having a central angle of 60'00'00", a radius of 54.00 feet, an arc length of 56.55 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 66'27'20" West a distance of 16.08 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears North 21'27'20" West, 42.43 feet;

THENCE in a Northwesterly direction along said curve to the right having a central angle of 90'00'00", a radius of 30.00 feet, an arc length of 47.12 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 23'32'40" East a distance of 170.79 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears North 46'02'40" East, 22.96 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 45'00'00", a radius of 30.00 feet, an arc length of 23.56 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 68'32'40" East a distance of 1.44 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears North 88'28'05" East, 20.45 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 39'50'50", a radius of 30.00 feet, an arc length of 20.86 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 71'36'30" East a distance of 86.41 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 64'01'55" East, 7.91 feet;

THENCE in a Southeasterly direction along said curve to the right having a central angle of 15'09'10", a radius of 30.00 feet, an arc length of 7.93 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 56'27'20" East a distance of 93.33 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears South 66'13'28" East, 18.35 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 19'30'37", a radius of 54.15 feet, an arc length of 18.44 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 33'48'17" East, 40.28 feet;

THENCE in a Southeasterly direction along said curve to the right having a central angle of 84'20'59", a radius of 30.00 feet, an arc length of 44.17 feet to the POINT OF BEGINNING and containing 1.418 acres of land, more or less.

OWNER'S CERTIFICATION (BLOCK O)

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, MAGUIRE PARTNERS--SOLANA LAND, L.P., is the owner of a tract or parcel of land situated in the William Pea Survey, Abstract No. 1246, Town of Westlake, Tarrant County, Texas, and being a portion of Westlake Entrada as recorded in Instrument Number D216027206, Plat Records, Tarrant County Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the north corner clip of the intersection of the east right-of-way of Davis Boulevard (a variable width right-of-way (old Precinct Line Road) and the south right-of-way of State Highway No. 114 (a variable width right-of-way) as recorded in Volume 222, Page 176, Deed Records, Tarrant County, Texas;

THENCE South 71'41'39" East a distance of 254.06 feet to a TxDot Brass Disk found for corner;

THENCE South 77'57'00" East a distance of 49.33 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 12'03'00" West a distance of 76.36 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 68'32'40" West a distance of 14.37 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 86'02'40" West, 18.04 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 35'00'00", a radius of 30.00 feet, an arc length of 18.33 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 76'27'20" West a distance of 24.58 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears North 66'27'20" West, 10.42 feet;

THENCE in a Northwesterly direction along said curve to the right having a central angle of 20'00'00", a radius of 30.00 feet, an arc length of 10.47 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 56'27'20" West a distance of 93.33 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears North 64'01'55" West, 14.24 feet;

THENCE in a Northwesterly direction along said curve to the left having a central angle of 15'09'10", a radius of 54.00 feet, an arc length of 14.28 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 71'36'30" West a distance of 86.41 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears South 88'28'05" West, 36.80 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 39'50'50", a radius of 54.00 feet, an arc length of 37.56 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 68'32'40" West a distance of 1.44 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears South 46'02'40" West, 41.33 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 45'00'00", a radius of 54.00 feet, an arc length of 42.41 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 23'32'40" West a distance of 170.79 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears South 21'27'20" East, 76.37 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 90'00'00", a radius of 54.00 feet, an arc length of 84.82 feet to a point for corner;

THENCE South 66'27'20" East a distance of 16.08 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 36'27'20" East, 30.00 feet;

THENCE in a Southeasterly direction along said curve to the right having a central angle of 60'00'00", a radius of 30.00 feet, an arc length of 31.42 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 06'27'20" East a distance of 49.84 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 11'00'09" West, 18.00 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 34'54'58", a radius of 30.00 feet, an arc length of 18.28 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE South 28'27'38" West a distance of 55.52 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 44'24'27" West, 16.48 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 31'53'38", a radius of 30.00 feet, an arc length of 16.70 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner;

THENCE North 71'27'20" West a distance of 102.19 feet to a 5/8 inch iron rod with yellow cap stamped "BGE" set for corner, said point being in the east right-of-way line of said Davis Boulevard;

THENCE North 18'14'25" East along the east right-of-way line of said Davis Boulevard a distance of 134.72 feet to a 1/2 inch iron rod with yellow cap found for corner;

THENCE North 16'29'40" East a distance of 322.70 feet to a 1/2 inch iron rod with yellow cap found for corner, said point being a corner clip;

THENCE North 59'33'30" East a distance of 44.59 feet to the POINT OF BEGINNING and containing 1.056 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT MAGUIRE PARTNERS--SOLANA LAND, L.P., DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS REPLAT OF WESTLAKE ENTRADA LOTS 1R, 2, 3 & 4, BLOCK A, AND LOTS 1R, 2RX & 3RX, BLOCK O, AN ADDITION TO THE TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS. THE EASEMENTS THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND TARRANT COUNTY. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES AND THE PUBLIC AND PRIVATE UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE FOR THE USE OF A PARTICULAR EASEMENT. THE MAINTENANCE OF PAVING OR ANY OTHER SURFACE ON THE UTILITY AND FIRE LANE EASEMENTS IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, OR OTHER PERMANENT IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE. ANY PUBLIC UTILITY FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE TO USE A PARTICULAR EASEMENT SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS OR OTHER IMPROVEMENTS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS SYSTEM IN THE EASEMENT AND THAT PUBLIC UTILITY SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS UPON THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, AND MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS SYSTEM, SUBJECT TO COMPLYING WITH ALL ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND TARRANT COUNTY. THE TOWN OF WESTLAKE, TEXAS, AND THE PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS, MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. NO GENERIC "U.E.S" (UTILITY EASEMENTS) WILL BE ALLOWED. NO EASEMENT WILL BE ALLOWED BY SEPARATE INSTRUMENT WITHOUT WRITTEN APPROVAL BY THE TOWN OF WESTLAKE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, RESERVE AND RETAIN THE RIGHT TO GRANT OTHER RIGHTS AND EASEMENTS ACROSS, OVER OR UNDER THE EASEMENT TRACT(S) TO SUCH OTHER PERSONS AS THE OWNERS DEEM PROPER, PROVIDED SUCH OTHER GRANTS ARE SUBJECT TO THE EASEMENTS TO THE TOWN OF WESTLAKE GRANTED IN THE EASEMENT DOCUMENTS, AND THE USES GRANTED DO NOT MATERIALLY INTERFERE WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE FOR THE PURPOSES SET FORTH HEREIN AND THE TOWN APPROVES SAID ADDITIONAL EASEMENTS OR ADDITIONAL USES IN WRITING. ANY DAMAGES TO FACILITIES LOCATED IN SAID EASEMENTS AS A RESULT OF THE USE GRANTED TO SUCH OTHER PERSON SHALL BE PROMPTLY REPAIRED BY SUCH OTHER PERSON, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO SUCH OTHER PERSON'S FACILITIES IN CONNECTION WITH THE USE OF SAID EASEMENT BY THE TOWN OF WESTLAKE.

IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, AND THEIR SUCCESSORS AND ASSIGNS, MAY USE THE EASEMENT TRACT(S) IDENTIFIED IN THE EASEMENT DOCUMENTS, AND SHOWN WITHIN THE BOUNDARIES OF THE PLATTED PROPERTY FOR PAVING, PEDESTRIAN WALKWAY, PARKING, LANDSCAPING AND AERIAL IMPROVEMENT PURPOSES (THE "IMPROVEMENTS"), WHICH DO NOT MATERIALLY INTERFERE WITH OR PREVENT THE USE BY THE TOWN OF WESTLAKE OF SAID EASEMENTS FOR THE PURPOSES SET FORTH HEREIN. ANY DAMAGES TO FACILITIES LOCATED IN THE EASEMENTS IDENTIFIED ON THE PLATTED PROPERTY AS A RESULT OF SUCH USES SHALL BE PROMPTLY REPAIRED BY THE THEN-CURRENT OWNER OF THE PLATTED PROPERTY THAT CAUSED SUCH DAMAGE, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES TO THE IMPROVEMENTS IN CONNECTION WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE.

THAT THE UNDERSIGNED DOES HEREBY DEDICATE TO THE TOWN OF WESTLAKE, IN FEE SIMPLE, TO THE PUBLIC IN PERPETUITY FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR PUBLIC PURPOSES.

THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20____.

By: MAGUIRE PARTNERS--SOLOANA LAND, L.P.
a Texas limited partnership

By: _____ Printed Title: _____

Printed Name: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned a Notary Public, in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20____.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, David F. McCullah, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Town of Westlake, Texas.

Dated this the _____ day of _____, 20____

PRELIMINARY
RELEASED 10-4-16 FOR REVIEW ONLY. THIS DOCUMENT
SHALL NOT BE RECORDED FOR ANY PURPOSE.

David F. McCullah
Texas Registered Professional Land Surveyor No. 4023



STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, in and for The State of Texas, on this day personally appeared David F. McCullah, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20____.

Notary Public, State of Texas

NOTES

- 1. Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network--Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
2. No Floodplain exits on this site.
3. Selling a portion of this property by metes and bounds is a violation of the Town Ordinance and State Law and is subject to fines and withholding of utilities and building permits.
4. No generic "U.E.s" (utility easements) will be allowed. No easement will be allowed by separate instrument and right-of-way points without written approval by the Town of Westlake.
5. Unless otherwise noted, all boundary corner & lot corners are 5/8" iron rod set with yellow cap stamp "BGE".
6. The purpose of this plat is to Replat Block A and Block O for development.

REVIEWED BY:
TOWN ATTORNEY
TOWN ENGINEER

TRI-COUNTY ELECTRIC COOPERATIVE APPROVES THE LOCATION AND ABANDONMENT OF THE ELECTRIC EASEMENTS SHOWN ON THIS PLAT
TRI-COUNTY ELECTRIC REPRESENTATIVE DATE

APPROVED BY THE TOWN PLANNING AND ZONING COMMISSION OF WESTLAKE, TEXAS
on this ____ day of _____, 20____
ATTEST:
Town Planning & Zoning Chairperson
Town Secretary

REPLAT PLAT OF WESTLAKE ENTRADA

LOTS 1R, 2, 3 & 4, BLOCK A, AND LOTS 1R, 2RX & 3RX, BLOCK O BEING 1.4180 ACRES (BLOCK A) & BEING 1.056 ACRES (BLOCK O) IN THE WILLIAM H. PEA SURVEY, ABSTRACT NO. 1246 TOWN OF WESTLAKE, TEXAS TARRANT COUNTY, TEXAS OCTOBER 2016

APPROVED BY THE TOWN COUNCIL OF WESTLAKE, TEXAS
on the ____ day of _____, 20____
ATTEST:
MAYOR
TOWN SECRETARY

DEVELOPER
CENTURION AMERICAN
1800 Valley View Lane, Suite 300
Farmer Branch, Texas 75234
Contact: Michael Beaty
Telephone: (214)-287-9009

OWNER
MAGUIRE PARTNERS - SOLANA LAND L.P.
1800 Valley View Lane, Suite 300
Farmer Branch, Texas 75234
Contact: Michael Beaty
Telephone: (214)-287-9009



SURVEYOR/ENGINEER
BGE, Inc.
2529 Dallas Parkway, Suite 204
Frisco, Texas 75034
Contact: Jason Frey, P.E.
Tel: 972-464-4800 • www.bgeinc.com
TBPLS Registration No. 10193953

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TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a public hearing and consider a replat of an approximately 3.388-acre portion of Planned Development District 1, Planning Area 2 (PD 1-2), established by Ordinance 703 for the property generally located south of State Highway 114, east of Davis Boulevard, and north of Solana Boulevard, commonly known as Westlake Entrada.

STAFF CONTACT: Joel Enders, Development Coordinator & Management Analyst

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 6, 2016 **Completion Date:** December 12, 2016

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Ordinance 761, approved December 14, 2015, approved a final plat of Entrada that included Block M (Primrose site), Block N (CVS Site), Block O (Information Center site), and Block A (Retail Corner site). The remainder of Entrada Phase I was platted as Block B, Lot 1. This final plat was approved in an effort to accommodate closing deadlines related to a CVS Pharmacy and Primrose School, and was accompanied by an amendment to the Development Agreement (Res. 15-35) to ensure timely completion of sewer infrastructure and acquisition of offsite easements necessary to serve Blocks M, N, O, and A. At the time Ordinance 761 was approved, it was understood that the developer would eventually need to replace this final plat via replat or replats in order to fully define the necessary lots, easements, rights-of-way, roads, etc. that were omitted from the first plat.

Instead of a single, comprehensive replat, the developer has chosen to submit a number of replats that define specific sections of Entrada. The replat under consideration establishes:

1. Block L, Lot 6. This lot was donated by the developer to the Town via Dedication Deed (Instrument No. D215003586, County Clerk Records, Tarrant County, Texas) as specified in the Entrada Economic Development Agreement (Resolution 13-17).
2. Lot 2X, a common area lot running the eastern length of Cortes Drive, denoting a retaining wall and providing a buffer between adjacent property owners.
3. Cortes Drive, designed to be Entrada's main entry point and thoroughfare.

Pursuant to Entrada's zoning (Ordinance 703), every lot, parcel, and tract in the development is subject to PD Site Plan approval. At this time, there is neither an approved nor contemplated PD Site Plan for Block L, Lot 6.

Town staff has determined that the subject replat substantially comports to the Entrada Development Plan (Ordinance 720) and Preliminary Plat (Resolution 13-32).

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval on December 6, 2016.

RECOMMENDATION

Staff recommends approval of this replat.

ATTACHMENTS

1. Corresponding ordinance and replat drawing for consideration

TOWN OF WESTLAKE

ORDINANCE NO. 810

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A REPLAT OF AN APPROXIMATELY 3.388-ACRE PORTION OF PLANNED DEVELOPMENT DISTRICT 1, PLANNING AREA 2 (PD 1-2), ESTABLISHED BY ORDINANCE 703 FOR THE PROPERTY GENERALLY LOCATED SOUTH OF STATE HIGHWAY 114, EAST OF DAVIS BOULEVARD, AND NORTH OF SOLANA BOULEVARD, COMMONLY KNOWN AS WESTLAKE ENTRADA. PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the Town of Westlake, Texas is a general law municipality; and

WHEREAS, the Town Council of the Town of Westlake finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, there is located within the corporate limits of the Town of Westlake an approximately 85.9-acre tract of land known as Planning Area 1-2 (PD 1-2), bounded by Solana Boulevard to the south, FM 1938 "Davis Blvd." to the west, and State Highway 114 to the north, (**Exhibit A**), on which a mixed use development is underway; and

WHEREAS, because of the size, location, and natural features of Planning Area 1-2 and the Town's need for public infrastructure, amenities, and services, the Town has a critical interest in the development of Planning Area 1-2 and is encouraging such development to the highest possible standards of quality consistent with the Town's long-term development vision; and

WHEREAS, because of improvements to FM 1938 (Davis Blvd.), further urban growth throughout the region, and other changed conditions that affect the region, the Town believes there are unique and significant opportunities for new and unique mixed-use development within Planning Area 1-2 that will be consistent with the Town's long-term development vision; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 6, 2016 by the Planning and Zoning Commission (Commission) whereby the Commission recommended to the Town Council approval of the replat shown in attached **Exhibit B**; and

WHEREAS, following provision of proper legal notice, including written notice to owners within 200 feet of the subject property, published notice and posted notice in accordance with the Texas Open Meetings Act of public hearing, a public hearing was held on December 12, 2016 by the Town Council; and

WHEREAS, the Council believes that the interests of the Town, the present and future residents and citizens of the Town, and developers of land within the Town, are best served by

adopting this Ordinance, which the Council has determined to be consistent with the 2015 Comprehensive Plan and its Land Use Map, Thoroughfare Plan, and Open Space Plan, all as amended to date; and

WHEREAS, upon the recommendation of the Planning and Zoning Commission and after a public hearing, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the Town and its citizens that this replat, shown in attached **Exhibit B**, should be approved and adopted.

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

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

SECTION 2: That the Town Council of the Town of Westlake, Texas does hereby approve the replat as shown in **Exhibit B**, attached hereto and incorporated herein, and located in PD 1-2 which is an approximately 85-acre tract located south of Hwy 114, east of Davis Boulevard, and north of Solana Boulevard, as shown in the legal description **Exhibit A**, attached hereto and incorporated herein.

SECTION 3: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor offense and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each separate offense. A separate offense shall be deemed committed upon each day, or part of a day, during which a violation occurs or continues.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBITS

EXHIBIT A Legal Description of PD1-2 District (Entrada)

EXHIBIT B Replat Depiction and Description

Exhibit A

LEGAL DESCRIPTION
Legal Description of PD1-2 District

85.9 Acres

BEING a tract of land situated in the C.M. Throop Survey, Abstract No. 1510, the W. Medlin Survey, Abstract No. 1958, the William Pea Survey, Abstract No. 1246 and the Joseph Henry Survey, Abstract No. 742, Tarrant County, Texas and being a portion of Tract 2 as described in the Special Warranty Deed to MAGUIRE PARTNERS – SOLANA LAND, L.P. as recorded in Volume 16858, Page 176 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with “Huitt-Zollars” cap at the southwest corner of Lot 2, Block 1, Westlake/Southlake Park Addition No. 1, an addition to the Town of Westlake, Texas as recorded in Volume 388-214, Page 78 of the Plat Records of Tarrant County, Texas, being on the northeasterly right-of-way line of Kirkwood Boulevard, a variable width right-of-way as dedicated by said Westlake/Southlake Park Addition No. 1 and being the beginning of a non-tangent curve to the left having a central angle of 9 degrees 13 minutes 11 seconds, a radius of 1428.00 feet and being subtended by a chord which bears North 47 degrees 49 minutes 50 seconds West a distance of 229.54 feet;

THENCE along the northeasterly right-of-way line of Kirkwood Boulevard, a variable with right-of-way, as described in Dedication Deed to the Town of Westlake as recorded under instrument No. D208427746, Deed Records of Tarrant County, Texas the following:

Along said curve to the left an arc distance of 229.79 feet to a ½ inch rod found with Graham cap at the end of said curve;

North 52 degrees 30 minutes 14 seconds west a distance of 32.60 feet to ½ inch iron rod found with Graham cup beginning of a curve to the right having a central angle of 18 degrees 54 minutes 48 seconds, a radius of 612.00 feet and being subtended by a chord which bears North 43 degrees 02 minutes 03 seconds West a distance of 201.11 feet;

Along said curve to the right an arc distance of 202.02 feet to a ½ inch iron rod found with Graham cap at the beginning of a compound curve to the right having a central angle of 24 degrees 06 minutes 47 seconds, a radius of 812.00 feet and being subtended by a chord which bears North 21 degrees 32 minutes 03 seconds West a distance of 339.22 feet;

Along said curve to the right an arc distance of 341.73 feet to a ½ inch iron rod found with Graham cap at the end of a said curve;

North 09 degrees 28 minutes 39 seconds West a distance of 132.24 feet to a ½ inch iron rod found with Graham cap at the beginning of a curve to the left having a central angle of 45 degrees 43 minutes 19 seconds, a radius of 708.00 feet and being subtended by a chord which

bears North 32 degrees 20 minutes 19 seconds West a distance of 550.11 feet;

Along said curve to the left an arc distance of 564.98 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 55 degrees 11 minutes 58 seconds West a distance of 190.50 feet to a ½ inch iron rod found with Graham cap;

North 08 degrees 56 minutes 27 seconds West a distance off 21.41 feet to a ½ inch iron rod found with Graham cap on the easterly right-of-way line of Precinct Line Road, a variable width right-of-way, as described in Dedication Deed to Town of Westlake as recorded under Instrument No. D208427746, Deed Records of Tarrant County, Texas and being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 09 minutes 21 seconds, a radius of 1,432.50 feet and being subtended by a chord which bears North 27 degrees 07 minutes 42 seconds East a distance of 402.59 feet;

THENCE along the easterly right-of-way line of Precinct Line Road, the following;

Along said curve to the left an arc distance of 403.92 feet to a ½ inch iron rod found with Graham cap at the end of said curve;

North 18 degrees 47 minutes 24 seconds East a distance of 185.36 feet to a ½ inch iron rod found with Graham cap;

North 17 degrees 03 minutes 03 seconds East a distance of 322.64 feet to a ½ inch iron rod found on the southerly right-of-way line of State Highway 114 (a variable width ROW);

THENCE along the southerly right-of-way line of State Highway 114, the following;

North 60 degrees 06 minutes 26 seconds East a distance of 44.54 feet to a Texas Department of Transportation brass disk in concrete found;

South 71 degrees 03 minutes 32 seconds East a distance of 254.55 feet to a point for corner from which a Texas Department of Transportation brass disk in concrete found bears North 10 degrees 48 minutes 28 seconds West a distance of 0.43 feet;

South 77 degrees 26 minutes 06 seconds East a distance of 746.74 feet to a Texas Department of Transportation brass disk in concrete found;

South 71 degrees 03 minutes 31 seconds East a distance of 1443.85 feet to a Texas Department of Transportation brass disk in concrete found;

South 62 degrees 34 minutes 19 seconds East a distance of 404.34 feet to a Texas Department of Transportation brass disk in concrete found at the beginning of a curve to the right having a central angle of 08 degrees 19 minutes 09 seconds, a radius of 2,709.79 feet and being subtended by a chord which bears South 58 degrees 24 minutes 45 seconds East a distance of 393.11 feet;

Along said curve to the right an arc distance of 393.45 feet to a Texas Department of Transportation brass disk in concrete found;

South 54 degrees 15 minutes 11 seconds East a distance of 399.24 feet to a Texas Department of Transportation brass disk in concrete found;

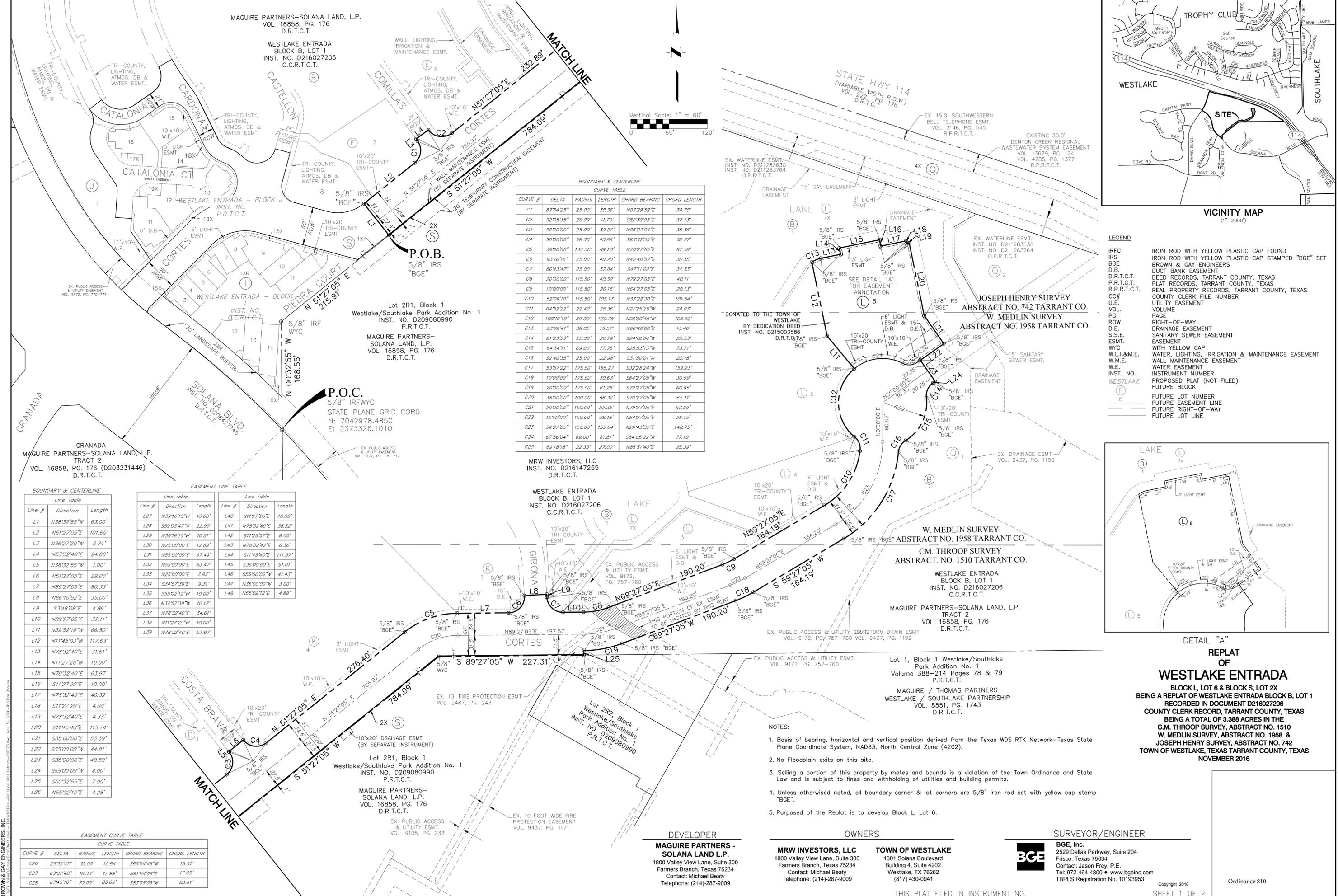
South 64 degrees 19 minutes 50 seconds East a distance of 56.55 feet to a 5/8 inch iron rod found with "Huitt-Zollars" cap at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 13 minutes 56 seconds, a radius of 2,754.79 feet and being subtended by a chord which bears South 43 degrees 17 minutes 37 seconds East a distance of 107.32 feet;

Along said curve to the right an arc distance of 107.33 feet to a 1/2 inch rod found with "Huitt-Zollars" cap for the northeast corner of Lot 1, Block 1, of the aforementioned Westlake/Southlake Park Addition No. 1;

THENCE departing the southerly right-of-way line of State Highway 114, North 90 degrees 00 minutes 00 seconds west along the north line of said Lot 1, Block 1, a distance of 2,132.54 feet to a 5/8 inch iron rod with "Carter-Burgess" cap found for the northwest corner of said Lot 2, Block 1, Westlake/Southlake Park Addition No. 1;

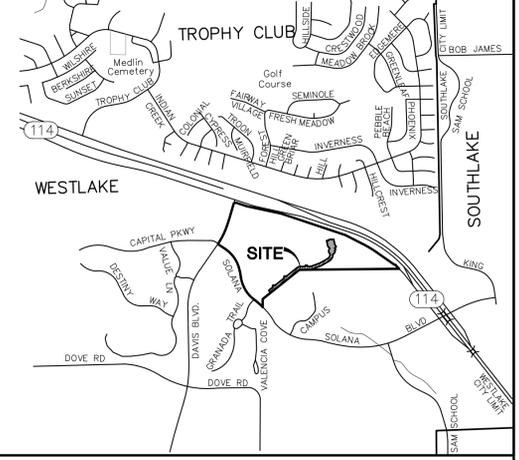
THENCE South 52 degrees 00 minutes 00 seconds West along the northwesterly line said Lot 2, Block 1, a distance of 1000.00 feet to a 5/8 inch iron rod with "Carter & Burgess" cap found at an angle point in the west line of Lot 2, Block 1;

THENCE along the west line of said Lot 2, Block 1, South 00 degrees 00 minutes 00 seconds East a distance of 168.55 feet to the POINT OF BEGINNING and containing 85.90 acres of land, more or less.



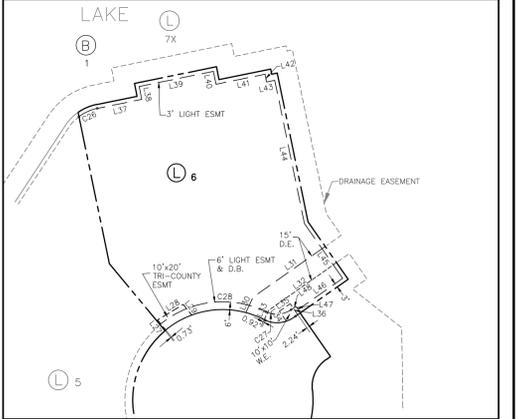
MAGUIRE PARTNERS-SOLANA LAND, L.P.
VOL. 16858, PG. 176
D.R.T.C.T.

WESTLAKE ENTRADA
BLOCK B, LOT 1
INST. NO. D216027206
C.C.R.T.C.T.



VICINITY MAP
(1"=2000')

- LEGEND**
- IRFC IRON ROD WITH YELLOW PLASTIC CAP FOUND
 - IRS IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BGE" SET
 - BGE BROWN & GAY ENGINEERS
 - D.B. DUCT BANK EASEMENT
 - D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
 - R.P.R.T.C.T. REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS
 - CC# COUNTY CLERK FILE NUMBER
 - U.E. UTILITY EASEMENT
 - VOL. VOLUME
 - PG. PAGE
 - ROW RIGHT-OF-WAY
 - D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - ESMT. EASEMENT
 - W.I.&M.E. WATER, LIGHTING, IRRIGATION & MAINTENANCE EASEMENT
 - W.M.E. WALL MAINTENANCE EASEMENT
 - W.E. WATER EASEMENT
 - INST. NO. INSTRUMENT NUMBER
 - WESTLAKE PROPOSED PLAT (NOT FILED)
 - 6 FUTURE BLOCK
 - 5 FUTURE LOT NUMBER
 - 6 FUTURE EASEMENT LINE
 - 5 FUTURE RIGHT-OF-WAY
 - 6 FUTURE LOT LINE



DETAIL "A"

REPLAT OF WESTLAKE ENTRADA

BLOCK L, LOT 6 & BLOCK S, LOT 2X
BEING A REPLAT OF WESTLAKE ENTRADA BLOCK B, LOT 1
RECORDED IN DOCUMENT D216027206
COUNTY CLERK RECORD, TARRANT COUNTY, TEXAS
BEING A TOTAL OF 3.388 ACRES IN THE
C.M. THROOP SURVEY, ABSTRACT NO. 1510
W. MEDLIN SURVEY, ABSTRACT NO. 1958 &
JOSEPH HENRY SURVEY, ABSTRACT NO. 742
TOWN OF WESTLAKE, TEXAS TARRANT COUNTY, TEXAS
NOVEMBER 2016

BOUNDARY & CENTERLINE CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	87°54'25"	25.00'	38.36'	N07°29'52"E	34.70'
C2	92°05'35"	26.00'	41.79'	S82°30'08"E	37.43'
C3	90°00'00"	25.00'	39.27'	N06°27'04"E	35.36'
C4	90°00'00"	26.00'	40.84'	S83°32'55"E	36.77'
C5	38°00'00"	134.50'	89.20'	N70°27'05"E	87.58'
C6	93°16'16"	25.00'	40.70'	N42°48'57"E	36.35'
C7	86°43'47"	25.00'	37.84'	S47°11'02"E	34.33'
C8	20°00'00"	115.50'	40.32'	N79°27'05"E	40.11'
C9	10°00'00"	115.50'	20.16'	N64°27'05"E	20.13'
C10	52°09'10"	115.50'	105.13'	N33°22'30"E	101.54'
C11	64°52'22"	22.40'	25.36'	N21°25'25"W	24.03'
C12	100°16'19"	69.00'	120.75'	N00°00'45"W	105.92'
C13	23°26'41"	38.05'	15.57'	N66°48'08"E	15.46'
C14	61°23'53"	25.00'	26.79'	S24°18'04"W	25.53'
C15	64°34'11"	69.00'	77.76'	S25°51'33"W	73.71'
C16	52°40'35"	25.00'	22.98'	S31°50'01"W	22.18'
C17	53°57'22"	175.50'	165.27'	S32°28'24"W	159.23'
C18	10°00'00"	175.50'	30.63'	S64°27'05"W	30.59'
C19	20°00'00"	175.50'	61.26'	S79°27'05"W	60.95'
C20	38°00'00"	100.00'	66.32'	S70°27'05"W	65.11'
C21	20°00'00"	150.00'	52.36'	N79°27'05"E	52.09'
C22	10°00'00"	150.00'	26.18'	N64°27'05"E	26.15'
C23	59°27'05"	150.00'	155.64'	N29°43'32"E	148.75'
C24	67°56'04"	69.00'	81.81'	S84°05'22"W	77.10'
C25	69°18'18"	22.33'	27.00'	N85°31'40"E	25.39'

BOUNDARY & CENTERLINE Line Table

Line #	Direction	Length
L1	N38°32'55"W	63.00'
L2	N51°27'05"E	101.60'
L3	N36°27'20"W	3.74'
L4	N53°32'40"E	24.00'
L5	N38°32'55"W	1.00'
L6	N51°27'05"E	29.00'
L7	N89°27'05"E	80.33'
L8	N86°10'52"E	35.00'
L9	S34°9'08"E	4.86'
L10	N89°27'05"E	32.11'
L11	N39°52'19"W	66.50'
L12	N11°45'03"W	117.63'
L13	N78°32'40"E	31.61'
L14	N11°27'20"W	10.00'
L15	N78°32'40"E	63.97'
L16	S11°27'20"E	10.00'
L17	N78°32'40"E	40.32'
L18	S11°27'20"E	4.00'
L19	N78°32'40"E	4.33'
L20	S11°45'40"W	115.74'
L21	S35°00'00"E	53.39'
L22	S55°00'00"W	44.81'
L23	S35°00'00"E	40.50'
L24	S55°00'00"W	4.00'
L25	S00°32'55"E	7.00'
L26	N55°02'12"E	4.28'

EASEMENT LINE TABLE

Line #	Direction	Length
L27	N39°16'10"W	10.00'
L28	S59°03'47"W	22.90'
L29	N39°16'10"W	10.51'
L30	N25°00'00"E	12.89'
L31	N55°00'00"E	67.49'
L32	N55°00'00"E	63.47'
L33	N25°00'00"E	7.83'
L34	S34°57'39"E	9.31'
L35	S55°02'12"W	10.00'
L36	N34°57'39"W	10.17'
L37	N78°32'40"E	34.61'
L38	N11°27'20"W	10.00'
L39	N78°32'40"E	57.97'

EASEMENT CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C26	25°35'47"	35.00'	15.64'	S65°44'46"W	15.51'
C27	63°07'48"	16.33'	17.99'	N81°44'06"E	17.09'
C28	67°45'18"	75.00'	88.69'	S83°59'59"W	83.61'

- NOTES:**
- Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network-Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
 - No Floodplain exits on this site.
 - Selling a portion of this property by metes and bounds is a violation of the Town Ordinance and State Law and is subject to fines and withholding of utilities and building permits.
 - Unless otherwise noted, all boundary corner & lot corners are 5/8" iron rod set with yellow cap stamp "BGE".
 - Purposed of the Replat is to develop Block L, Lot 6.

DEVELOPER
MAGUIRE PARTNERS - SOLANA LAND L.P.
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234
Contact: Michael Beaty
Telephone: (214)-287-9009

OWNERS
MRW INVESTORS, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234
Contact: Michael Beaty
Telephone: (214)-287-9009

TOWN OF WESTLAKE
1301 Solana Boulevard
Building 4, Suite 4202
Westlake, TX 76262
(817) 430-0941

SURVEYOR/ENGINEER
BGE
BGE, Inc.
2529 Dallas Parkway, Suite 204
Frisco, Texas 75034
Contact: Jason Frey, P.E.
Tel: 972-464-4800 • www.bgeinc.com
TBLS Registration No. 10193953

BROWN & GAY ENGINEERS, INC.
1100 West Loop West, Suite 1000, Houston, Texas 77030
Tel: 281-410-1000
www.bgeinc.com

OWNER'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, MRW INVESTORS, LLC and THE TOWN OF WESTLAKE is the owner of a tract or parcel of land situated in the C.M. Throop Survey, Abstract No. 1510, the W. Medlin Survey, Abstract No. 1958, and the Joseph Henry Survey, Abstract No. 742, Town of Westlake, Tarrant County, Texas, and being a portion of Tract 2 as described in the Special Warranty Deed to Maguire Partners-Solana Land, L.P., as recorded in Volume 16858, Page 176, and being part of Block B, Lot 1 Westlake Entrada as recorded in Instrument Number D216027206, County Clerk Records, Tarrant County Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with yellow cap at the southwest corner of Lot 2R1, Block 1 of the Westlake/Southlake Park Addition No. 1, an addition to the Town of Westlake as recorded in Instrument Number D209080990, Plat Records, Tarrant County, Texas, said point being on the northerly right-of-way line of Solana Boulevard (formerly Kirkwood Boulevard (a variable width right-of-way) as recorded in Instrument Number D208427746, Deed Records, Tarrant County, Texas;

THENCE North 00°32'55" West departing the northerly right-of-way line of said Solana Boulevard along the west line of said Lot 2R1, Block 1 a distance of 168.55 feet to a 5/8 inch iron rod found for corner;

THENCE North 51°27'05" East continuing along the west line of said Lot 2R1, Block 1 a distance of 215.91 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for the POINT OF BEGINNING;

THENCE North 38°32'55" West a distance of 63.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 51°27'05" East a distance of 101.60 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 07°29'52" East, 34.70 feet;

THENCE in a Northeasterly, Northerly and Northwesterly direction along said curve to the left having a central angle of 87°54'25", a radius of 25.00 feet, an arc length of 38.36 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 36°27'20" West a distance of 3.74 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 53°32'40" East a distance of 24.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears South 82°30'08" East, 37.43 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 92°05'35", a radius of 26.00 feet, an arc length of 41.79 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 51°27'05" East a distance of 232.89 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 06°27'04" East, 35.36;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 38°32'55" West a distance of 1.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 51°27'05" East a distance of 29.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a curve to the left whose chord bears South 83°32'55" East, 36.77 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 90°00'00", a radius of 26.00 feet, an arc length of 40.84 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 51°27'05" East a distance of 276.40 feet to a 5/8 inch iron rod set for corner, said point being at the beginning of a tangent curve to the right whose chord bears North 70°27'05" East, 87.58 feet;

THENCE in a Northeasterly and Easterly direction along said curve to the right having a central angle of 38°00'00", a radius of 134.50 feet, an arc length of 89.20 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 89°27'05" East a distance of 80.33 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 42°48'57" East, 36.35 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 93°16'16", a radius of 25.00 feet, and an arc length of 40.70 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 86°10'52" East a distance of 35.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 03°49'08" East a distance of 4.86 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears South 47°11'02" East, 34.33 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 86°43'47", a radius of 25.00 feet, an arc length of 37.84 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 89°27'05" East a distance of 32.11 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, at the beginning of a tangent curve to the left whose chord bears North 79°27'05" East, 40.11 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 20°00'00", a radius of 115.50 feet, an arc length of 40.32 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 69°27'05" East a distance of 190.20 feet to a 5/8 inch iron rod set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 64°27'05" East, 20.13 feet;

THENCE in a Easterly and Northeasterly direction along said curve to the left having a central angle of 10°00'00", a radius of 115.50 feet, an arc length of 20.16 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 59°27'05" East a distance of 164.19 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 33°22'30" East, 101.54 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 52°09'10", a radius of 115.50 feet, an arc length of 105.13 feet to a 5/8 inch iron rod set for corner, said point being at the beginning of a tangent compound curve to the left whose chord bears North 21°25'25" West, 24.03 feet;

THENCE in a Northwesterly direction along said curve to the left having a central angle of 64°52'22", a radius of 22.40 feet, an arc length of 25.36 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a reverse compound curve to the right whose chord bears North 00°00'45" West, 105.92 feet;

THENCE in a Northwesterly, Northerly and Northeasterly direction along said curve to the right having a central angle of 100°16'19", a radius of 69.00 feet, an arc length of 120.75 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 39°52'19" West a distance of 66.50 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 11°45'03" West a distance of 117.63 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a non-tangent curve to the right whose chord bears North 66°48'08" East, 15.46 feet;

THENCE in a Northeasterly and Easterly direction along said curve to the right having a central angle of 23°26'41", a radius of 38.05 feet, and an arc length of 15.57 feet to a 5/8 inch iron rod set for corner;

THENCE North 78°32'40" East a distance of 31.61 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 11°27'20" West a distance of 10.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 78°32'40" East a distance of 63.97 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 11°27'20" East a distance of 10.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 78°32'40" East a distance of 40.32 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 11°27'20" East a distance of 4.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 78°32'40" East a distance of 4.33 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 11°45'40" East a distance of 115.74 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 35°00'00" East a distance of 53.39 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 55°00'00" West a distance of 44.81 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE North 35°00'00" East a distance of 40.50 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 55°00'00" West a distance of 4.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears South 24°18'04" West, 25.53 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 61°23'53", a radius of 25.00 feet, an arc length of 26.79 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a reverse compound curve to the right whose chord bears South 25°53'13" West, 73.71 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 64°34'11", a radius of 69.00 feet, an arc length of 77.76 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a reverse compound curve to the left whose chord bears South 31°50'01" West, 22.18 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 52°40'35", a radius of 25.00 feet, and an arc length of 22.98 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a reverse compound curve to the right whose chord bears South 32°28'24" West, 159.23 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 53°57'22", a radius of 175.50 feet, an arc length of 165.27 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 59°27'05" West a distance of 164.19 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a curve to the right whose chord bears South 64°27'05" West, 30.59 feet;

THENCE in a Southwesterly and Westerly direction along said curve to the right having a central angle of 10°00'00", a radius of 175.50 feet, and an arc length of 30.63 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 69°27'05" West a distance of 190.20 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner, said point being at the beginning of a tangent curve to the right whose chord bears South 79°27'05" West, 60.95 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 20°00'00", a radius of 175.50 feet, an arc length of 61.26 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 00°32'55" East a distance of 7.00 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 89°27'05" West a distance of 227.31 feet to a 5/8 inch iron rod with yellow cap stamp "BGE" set for corner;

THENCE South 51°27'05" West a distance of 784.09 feet to the POINT OF BEGINNING and containing 3.388 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT MRW INVESTORS, LLC. and THE TOWN OF WESTLAKE, DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS REPLAT WESTLAKE ENTRADA-CORTES, BLOCK L, LOT 6 & BLOCK S, LOT 2X , AN ADDITION TO THE TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS. THE EASEMENTS THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND TARRANT COUNTY. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES AND THE PUBLIC AND PRIVATE UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE FOR THE USE OF A PARTICULAR EASEMENT. THE MAINTENANCE OF ANY OTHER SURFACE ON THE UTILITY AND FIRE LANE EASEMENTS IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, OR OTHER PERMANENT IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES FOR WHICH THE EASEMENT IS RESERVED, AND AS SPECIFICALLY APPROVED BY THE TOWN OF WESTLAKE TO USE A PARTICULAR EASEMENT SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS OR OTHER IMPROVEMENTS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS SYSTEM IN THE EASEMENT AND THAT PUBLIC UTILITY SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS UPON THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, AND MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS SYSTEM, SUBJECT TO COMPLYING WITH ALL ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS, AND IN ACCORDANCE WITH THE EASEMENT DOCUMENTS FILED WITH THE TOWN OF WESTLAKE AND TARRANT COUNTY. THE TOWN OF WESTLAKE, TEXAS, AND THE PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS, MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. NO GENERIC "U.E.S." (UTILITY EASEMENTS) WILL BE ALLOWED. NO EASEMENT WILL BE ALLOWED BY SEPARATE INSTRUMENT WITHOUT WRITTEN APPROVAL BY THE TOWN OF WESTLAKE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, RESERVE AND RETAIN THE RIGHT TO GRANT OTHER RIGHTS AND EASEMENTS ACROSS, OVER OR UNDER THE EASEMENT TRACT(S) TO SUCH OTHER PERSONS AS THE OWNERS DEEM PROPER, PROVIDED SUCH OTHER GRANTS ARE SUBJECT TO THE EASEMENTS TO THE TOWN OF WESTLAKE GRANTED IN THE EASEMENT DOCUMENTS, AND THE USES GRANTED DO NOT MATERIALLY INTERFERE WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE FOR THE PURPOSES SET FORTH HEREIN AND THE TOWN APPROVES SAID ADDITIONAL EASEMENTS OR ADDITIONAL USES IN WRITING. ANY DAMAGES TO FACILITIES LOCATED IN SAID EASEMENTS AS A RESULT OF THE USE GRANTED TO SUCH OTHER PERSON SHALL BE PROMPTLY REPAIRED BY SUCH OTHER PERSON, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO SUCH OTHER PERSON'S FACILITIES IN CONNECTION WITH THE USE OF SAID EASEMENT BY THE TOWN OF WESTLAKE.

IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAT, THE OWNERS, AND THEIR SUCCESSORS AND ASSIGNS, MAY USE THE EASEMENT TRACT(S) IDENTIFIED IN THE EASEMENT DOCUMENTS, AND SHOWN WITHIN THE BOUNDARIES OF THE PLATTED PROPERTY FOR PAVING, PEDESTRIAN WALKWAY, PARKING, LANDSCAPING AND AERIAL IMPROVEMENT PURPOSES (THE "IMPROVEMENTS"), WHICH DO NOT MATERIALLY INTERFERE WITH OR PREVENT THE USE BY THE TOWN OF WESTLAKE OF SAID EASEMENTS FOR THE PURPOSES SET FORTH HEREIN. ANY DAMAGES TO FACILITIES LOCATED IN THE EASEMENTS IDENTIFIED ON THE PLATTED PROPERTY AS A RESULT OF SUCH USES SHALL BE PROMPTLY REPAIRED BY THE THEN-CURRENT OWNER OF THE PLATTED PROPERTY THAT CAUSED SUCH DAMAGE, AND THE TOWN OF WESTLAKE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES TO THE IMPROVEMENTS IN CONNECTION WITH THE USE OF SAID EASEMENTS BY THE TOWN OF WESTLAKE.

THAT THE UNDERSIGNED DOES HEREBY DEDICATE TO THE TOWN OF WESTLAKE, IN FEE SIMPLE, TO THE PUBLIC IN PERPETUITY FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR PUBLIC PURPOSES.

THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF WESTLAKE, TEXAS.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20_____

By: MRW INVESTORS, LLC
a Texas limited partnership

By: _____

Printed Title: _____

Printed Name: _____

STATE OF TEXAS §

COUNTY OF _____§

BEFORE ME, the undersigned a Notary Public, in and for The State of Texas, on this day personally appeared

_____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 20_____.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, David F. McCullah, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Town of Westlake, Texas.

Dated this the _____ day of _____, 20_____

**PRELIMINARY
RELEASED 10-20-16 FOR REVIEW ONLY. THIS DOCUMENT
SHALL NOT BE RECORDED FOR ANY PURPOSE.**

David F. McCullah
Texas Registered Professional Land Surveyor No. 4023

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, in and for The State of Texas, on this day personally appeared David F. McCullah, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____.

Notary Public, State of Texas

APPROVED BY THE TOWN COUNCIL OF WESTLAKE, TEXAS
on the _____ day of _____, 20_____
ATTEST:

MAYOR

TOWN SECRETARY

REVIEWED BY:

TOWN ATTORNEY

TOWN ENGINEER

NOTES:

- 1. Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network-Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
- 2. No Floodplain exists on this site.
- 3. Selling a portion of this property by metes and bounds is a violation of the Town Ordinance and State Law and is subject to fines and withholding of utilities and building permits.
- 4. Unless otherwise noted, all boundary corner & lot corners are 5/8" iron rod set with yellow cap stamp "BGE".
- 5. Purposed of the Replat is to develop Block L, Lot 6.

By: THE TOWN OF WESTLAKE

By: _____

Printed Title: _____

Printed Name: _____

STATE OF TEXAS §

COUNTY OF _____§

BEFORE ME, the undersigned a Notary Public, in and for The State of Texas, on this day personally appeared

_____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 20_____.

Notary Public, State of Texas

**REPLAT
OF
WESTLAKE ENTRADA**

BLOCK L, LOT 6 & BLOCK S, LOT 2X
BEING A REPLAT OF WESTLAKE ENTRADA BLOCK B, LOT 1
RECORDED IN DOCUMENT D216027206
COUNTY CLERK RECORD, TARRANT COUNTY, TEXAS
BEING A TOTAL OF 3.388 ACRES IN THE
C.M. THROOP SURVEY, ABSTRACT NO. 1510
W. MEDLIN SURVEY, ABSTRACT NO. 1958 &
JOSEPH HENRY SURVEY, ABSTRACT NO. 742
TOWN OF WESTLAKE, TEXAS TARRANT COUNTY, TEXAS
NOVEMBER 2016

APPROVED BY THE TOWN PLANNING AND ZONING COMMISSION OF WESTLAKE, TEXAS
on this _____ day of _____, 20_____
ATTEST:

Town Planning & Zoning Chairperson

Town Secretary

SURVEYOR/ENGINEER

BGE, Inc.
2529 Dallas Parkway, Suite 204
Frisco, Texas 75034
Contact: Jason Frey, P.E.
Tel: 972-464-4800 • www.bgeinc.com
TBPLS Registration No. 10193953

Copyright 2016



TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a Public Hearing and consider the Final Plat for Phase II of the approximately 84 acre development known as Granada, located generally east of Davis Blvd., south of Solana Blvd., and north of Dove Road.

STAFF CONTACT: Ron Ruthven, Director of Planning & Development
Joel Enders, Development Coordinator

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 6, 2016 **Completion Date:** December 12, 2016

Funding Amount: 00.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Final Plat comports to PD1-3 zoning Ordinance 693, the previously approved Preliminary Plat and the infrastructure has largely been completed and accepted by Town staff. The developer is Wilbow-Granada Development Corporation. The Final Plat for Granada Phase II consists of 42 residential lots plus two private street lots. The Final Plat for Phase I was approved by the Town Council on December 15, 2014.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval on December 6, 2016.

RECOMMENDATION

Staff recommends approval of the Final Plat.

ATTACHMENTS

1. Approved Granada Concept Plan – Ordinance 693
2. Corresponding Ordinance and Plat Document

Exhibit 2 Concept Plan



TOWN OF WESTLAKE

ORDINANCE NO. 811

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING THE FINAL PLAT FOR PHASE 2 OF THE APPROXIMATELY 84-ACRE DEVELOPMENT KNOWN AS GRANADA, LOCATED GENERALLY EAST OF DAVIS BOULEVARD, SOUTH OF SOLANA BOULEVARD AND NORTH OF DOVE ROAD. PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the Town of Westlake, Texas is a general law municipality; and

WHEREAS, the Town Council of the Town of Westlake finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, there is located within the corporate limits of the Town of Westlake an approximately 84-acre residential development known as Granada, bounded by Solana Boulevard to the north, FM 1938 "Davis Blvd." to the west, and Dove Road to the south; and

WHEREAS, the Town Council approved the Preliminary Plat of Granada at the June 17, 2013 regular Council meeting; and

WHEREAS, the Town Council finds that the Final Plat for Granada Phase 2 conforms generally with the Preliminary Plat; and

WHEREAS, the Planning and Zoning Commission (Commission) held a public hearing on December 6, 2016, whereby the Commission recommended to the Town Council approval of the Final Plat shown in attached **Exhibit A**; and

WHEREAS, the Council believes that the interests of the Town, the present and future residents and citizens of the Town, and developers of land within the Town, are best served by adopting this Ordinance, which the Council has determined to be consistent with the 2015 Comprehensive Plan and its Land Use Map, Thoroughfare Plan, and Open Space Plan, all as amended to date; and

WHEREAS, upon the recommendation of the Planning and Zoning Commission and after a public hearing, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the Town and its citizens that this Final Plat, shown in attached **Exhibit A**, should be approved and adopted.

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

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

SECTION 2: That the Town Council of the Town of Westlake, Texas does hereby approve the Final Plat of Granada Phase 2 as shown in attached **Exhibit A**.

SECTION 3: It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor offense and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each separate offense. A separate offense shall be deemed committed upon each day, or part of a day, during which a violation occurs or continues.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 12th DAY OF DECEMBER 2016.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

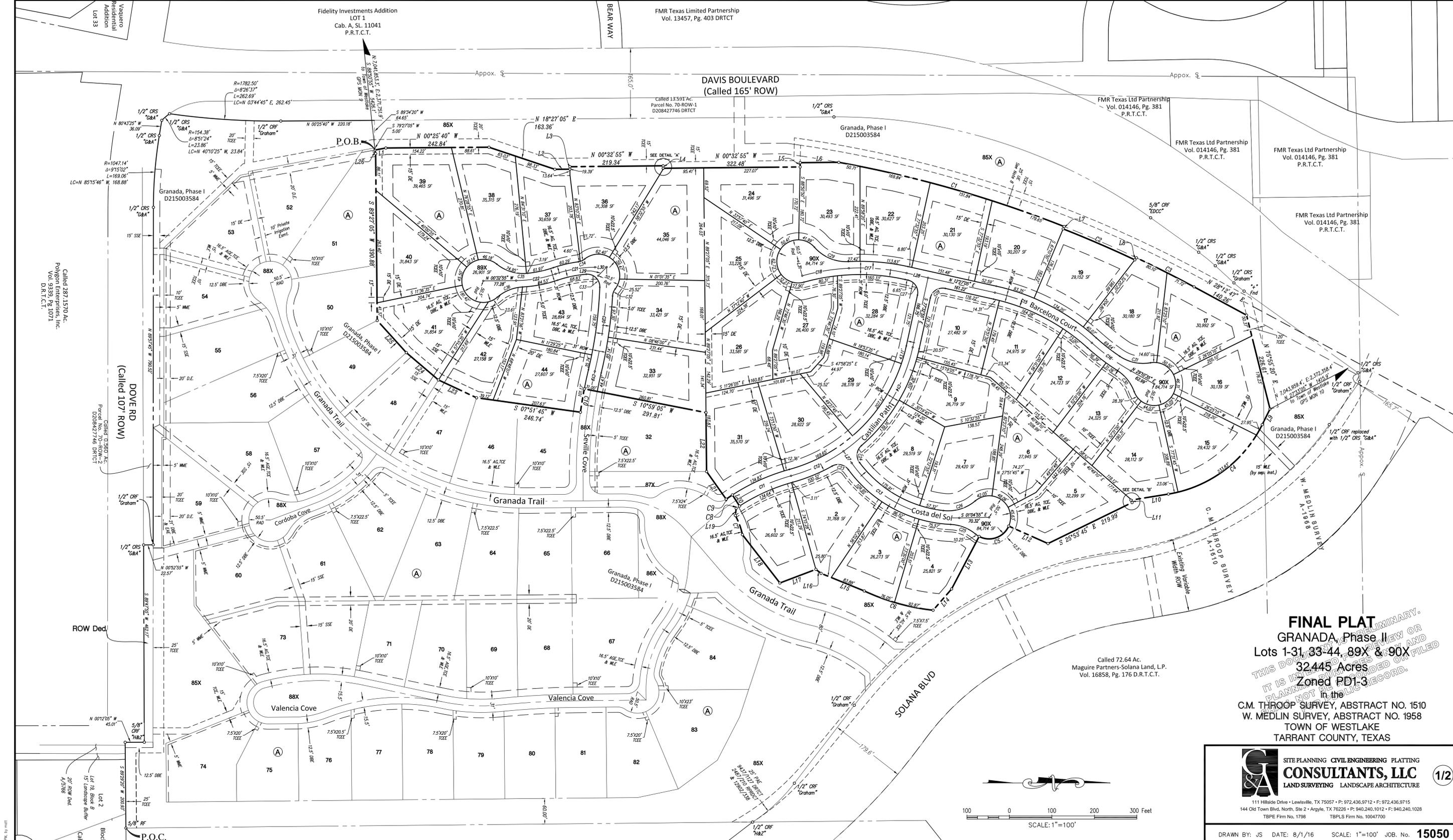
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

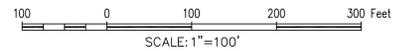
EXHIBITS

EXHIBIT A Final Plat of Granada Phase 2



FINAL PLAT
GRANADA, Phase II
 Lots 1-31, 33-44, 89X & 90X
 32.445 Acres
 Zoned RD-1-3
 in the
C.M. THROOP SURVEY, ABSTRACT NO. 1510
W. MEDLIN SURVEY, ABSTRACT NO. 1958
TOWN OF WESTLAKE
TARRANT COUNTY, TEXAS

Called 72.64 Ac.
 Maguire Partners-Solana Land, L.P.
 Vol. 16858, Pg. 176 D.R.T.C.T.



LEGEND	
RF	= REBAR FOUND
CRS	= CAPPED REBAR SET
BL	= BUILDING LINE
DBE	= TOWN OF WESTLAKE DUCT BANK EASEMENT
CRF	= CAPPED REBAR FOUND
P.O.B.	= POINT OF BEGINNING
G&A	= G&A CONSULTANTS, LLC
PRCT	= PLAT RECORDS TARRANT COUNTY, TEXAS
DRCT	= DEED RECORDS TARRANT COUNTY, TEXAS
CORTCT	= COUNTY CLERK RECORDS TARRANT COUNTY, TEXAS
PAE	= PEDESTRIAN ACCESS EASEMENT
AGE	= ATMOS. GAS EASEMENT
EAE	= EMERGENCY ACCESS EASEMENT
SSE	= SANITARY SEWER EASEMENT
TCE	= TRI-COUNTY ELECTRIC EASEMENT
WLE	= WATER LINE EASEMENT
WME	= WALL MAINTENANCE EASEMENT
○	= DENOTES STREET NAME CHANGE

G&A CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE
 111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd, North, Ste 2 • Argyle, TX 75226 • P: 940.240.1012 • F: 940.240.1028
 TBPE Firm No. 1798 TBPLS Firm No. 10047700

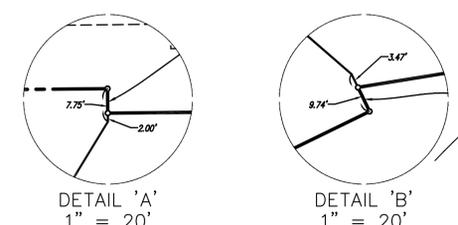
DRAWN BY: JS DATE: 8/1/16 SCALE: 1"=100' JOB. No. **15050**

OWNER
WILBOW-GRANADA
DEVELOPMENT CORPORATION
 4131 N. CENTRAL
 EXPRESSWAY STE. 990
 DALLAS, TX 75204
 (972) 865-1843
 Contact: JENNIFER RABON

Ordinance 811

File: 2_1201515050.dwg (P&E) & Detail (P&E) 11/28/2016 11:13 AM, by rjw
 Plotted: 11/27/2016 3:25 PM, by Matthew D. Wink, Smead

This Document Recorded in Instrument No. _____, P.R.T.C.T.



Lot 1, Block 3
 Westlake/Southlake Park Addition No. 1
 Vol. 388-214, Pg 78 & 79
 P.R.T.C.T.

Lot 2, Block 1
 Westlake/Southlake Park Addition No. 1
 Vol. 388-214, Pg 78 & 79
 P.R.T.C.T.

Called 287.1570 Ac.
 Polygon Enterprises, Inc.
 Vol. 53533, Pg. 1071
 D.R.T.C.T.

FMR Texas Limited Partnership
 Vol. 13457, Pg. 403 DRTCT

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

Vaquero
 Residential
 Addition
 Lot 33

Fidelity Investments Addition
 LOT 1
 Cab. A, S.L. 11041
 P.R.T.C.T.

DAVIS BOULEVARD
 (Called 165' ROW)

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
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FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

Vaquero
 Residential
 Addition
 Lot 33

Fidelity Investments Addition
 LOT 1
 Cab. A, S.L. 11041
 P.R.T.C.T.

DAVIS BOULEVARD
 (Called 165' ROW)

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
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FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.

FMR Texas Ltd Partnership
 Vol. 014146, Pg. 381
 P.R.T.C.T.



TYPE OF ACTION

Regular Meeting - Action Item

Monday, December 12, 2016

TOPIC: Conduct a Public Hearing and consideration Regarding the Final Plats for Phase 1 and Phase 2A of the Quail Hollow subdivision, showing 52 residential lots of one-acre or more in size. The property included in the Final Plats is a portion of the approved 188.28-acre Preliminary Plat located at 1755 Dove Road, southeast corner of the FM 1938/Dove Road intersection.

STAFF CONTACT: Jarrod Greenwood, Public Works Director/Assistant to the Town Manager

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Mission: Westlake is a unique community blending preservation of our natural environment and viewscales, while serving our residents and businesses with superior municipal and academic services that are accessible, efficient, cost-effective, & transparent.	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: December 12, 2016

Completion Date: December 12, 2016

Funding Amount: N/A **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Final Plats for Quail Hollow Phase 1 and Phase 2A comport to the approved Preliminary Plat and were presented to P&Z at the December 6, 2016 meeting, with P&Z recommending approval. The Final Plats, as submitted, for Quail Hollow Phase I consists of 36 residential lots with Phase 2A consisting of 16 residential lots (preliminary plat for the same areas in Phase 1 and Phase 2A shows 34 lots and 16 lots respectively). As a reminder, the SUP for Quail Hollow, Ordinance 780, was approved by Council at the March 28, 2016 regular Council meeting and

provided for the number of lots to increase or decrease by no more than 10%. All lots are greater than the 1 acre (43,560 sf) minimum lot size for R1 Zoning. Both Phase 1 and Phase 2A plats include the right-of-way and easement dedications as depicted in the preliminary plat.

All of the staff comments/recommendations (below) included in the Preliminary Plat have been addressed:

Specific Use Permit (SUP) – An SUP is being considered for the proposed development to allow private streets that may be gated, and regulate; number of lots; deed restrictions; perimeter fence requirements; view corridor preservation; and modifications to existing lake dam on north end of property.

Thoroughfare Plan – The development will only tie into FM 1938, a Town arterial roadway. The traffic counts generated by this subdivision would not require modifications to FM 1938.

Land Use Plan – Land Use is not changing and is consistent with the “Pastoral Community” designated recommendation in the Comprehensive Plan regarding Land Use.

Open Space & Trail plan – The proposed development satisfies recommendations in the adopted 2015 Comprehensive Plan including: the view shed corridor; large lots; street alignment; and “The Trails Plan”. Lot 28X will be dedicated as public open space/parkland that will be privately owned and privately maintained through the HOA.

Parkland dedication – The dedication of one acre of Parkland is required for every thirty residential lots. This requirement will be satisfied with the final platting of PH 2 of the proposed development through dedication of Lot 28X, approximately 3 acres of land, on Dove Road near the Dove Road/Randol Mill intersection that could be used as a trailhead. Lot 28X will be dedicated as public open space/parkland that will be privately owned and privately maintained through the HOA.

Right-of-way dedication – All required right-of-way dedications are included in the proposed Preliminary Plat and will be dedicated with the Final Platting of each phase of construction. This includes Right-of-Way for future widening of Dove Road or the addition of bicycle lanes alongside Dove Road. The proposed Preliminary Plat includes dedication of right-of-way for Randol Mill Road within the City of Southlake consistent with Southlake’s right-of-way dedication requirements.

Tree mitigation – Tree mitigation will be satisfied through the landscape requirements for residential construction and will be addressed at the time of each single family residential building permit.

Public Infrastructure/Utilities/Drainage – The developer has proposed the following conditions for public infrastructure:

1. Water will be dead end in Phase 1. The second connection across Davis will be completed with Phase 2 completing the loop. Phase 3 will be a long dead end with a flush. Possibly, the pipe size may be reduced to 6” to reduce retention time in the pipe for water quality
2. The proposed development may create pressure plane issues with water supply that will require the developer to submit additional engineering study to the Town engineer to determine the need for pressure reducing valves.
3. Detention evaluation has been provided to the Town engineer as part of the Preliminary Plat consideration and is currently being evaluated. The Town Engineer has not determined that detention is needed or required. Staff recommends adding a note to the Preliminary Plat that states:

A Final Plat will not be filed until all staff drainage comments have been addressed.

4. Geotechnical Engineering Report on fill and recommendations for northern lake dam enhancement will be required by the Town prior to Final Plat approval.
5. The aerial electrical lines along FM 1938 will be buried. However, since the development will not be connecting to the electrical on Randol Mill, the developer will not be required to bury the electrical lines along Randol Mill.
6. Deotte Engineering Inc. will evaluate erosion issues along north dam and roadway but will not be the property owner's or developer's responsibility to mitigate.
7. Staff recommends adding a note to the Preliminary Plat that states:
The Town will not be responsible for the integrity of either dam for any work performed within existing or proposed right-of-way.
8. Staff recommends the following note to be added to the Preliminary Plat:
No easements will be allowed by separate instrument without written approval from the Town of Westlake.
9. The northern dam will be on private property as shown on Attachment B – Dam Section for Quail Hollow.

As a reminder, staff comment #9 above that was included in the Preliminary Plat approval stipulated that the northern dam would not be within the Town right-of-way. This requirement was included to eliminate the Town from any responsibility for the ownership and maintenance of the dam and to prevent any future construction of Dove Road from compromising the structural integrity of the dam.

Additionally, the developer has complied with the requirements set out in the Economic Development Agreement.

Staff conducted a final walkthrough on December 9th to identify all outstanding items that must be addressed prior to acceptance of the public infrastructure. A majority (approximately 95%) of the public and private infrastructure has been completed with a majority of remaining work consisting of Tri-County Electric burying their lines along FM 1938.

RECOMMENDATION

Staff recommends approval of the Final Plats for Phase 1 and Phase 2A.

ATTACHMENTS

Resolution for Final Plats Phase 1 and Phase 2A of Estates of Quail Hollow

TOWN OF WESTLAKE

RESOLUTION 16-44

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING THE FINAL PLATS FOR PHASE 1 AND PHASE 2A OF THE QUAIL HOLLOW SUBDIVISION SHOWING 52 RESIDENTIAL LOTS OF ONE-ACRE OR MORE IN SIZE. THE PROPERTY IS A PORTION OF APPROXIMATELY 188.28 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE FM 1938/DOVE ROAD INTERSECTION.

WHEREAS, the Town Council approved The Estates of Quail Hollow Preliminary Plat at the March 28, 2016 regular Council meeting; and

WHEREAS, the Town Council finds that the Final Plats for Phase 1 and Phase 2A conform generally with the Preliminary Plat; and

WHEREAS, the development conforms with the goals and policies of the Town Comprehensive Plan and the Thoroughfare Plan incorporated therein; and

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interests 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 above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Town Council of the Town of Westlake, Texas, after considering the recommendation for approval from the Planning and Zoning Commission on December 6, 2016, does hereby approve the Final Plats for Phase 1 and Phase 2A of the Estates of Quail Hollow subdivision, attached as *Exhibit "A"*.

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

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

PASSED AND APPROVED ON THIS 12TH DAY OF DECEMBER, 2016.

ATTEST:

Laura L. Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBITS

EXHIBIT A The Estates of Quail Hollow Phase 1 and 2A Final Plats

Town Council

Item # 13 – Executive
Session

EXECUTIVE SESSION

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property

Town Council

Item # 14 – Reconvene
Council Meeting

Town Council

Item # 15 – Necessary Action

NECESSARY ACTION

- a. Sec. 551.071 Consultation with Attorney (1) when the governmental body seeks the advice of its attorney about: Land Sale
- b. Section 551.087 Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following:
 - Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - Project Lynx
 - CS Kinross Lake Parkway, a Delaware limited liability company, its affiliate Charles Schwab & Co., Inc.
- c. Section 551.072 to deliberate the purchase, exchange, lease or value of real property regarding Town Hall offices, Fire Station site and Town owned property

Town Council

Item # 16 – Future Agenda Items

FUTURE AGENDA ITEMS: Any Council member may request at a workshop and / or Council meeting, under “Future Agenda Item Requests”, an agenda item for a future Council meeting. The Council Member making the request will contact the Town Manager with the requested item and the Town Manager will list it on the agenda. At the meeting, the requesting Council Member will explain the item, the need for Council discussion of the item, the item’s relationship to the Council’s strategic priorities, and the amount of estimated staff time necessary to prepare for Council discussion. If the requesting Council Member receives a second, the Town Manager will place the item on the Council agenda calendar allowing for adequate time for staff preparation on the agenda item.

None

Town Council

Item # 17 – Adjournment
Regular Session
