

The Regular Meeting of the Town of Westlake Town Council will begin immediately following the conclusion of the Town Council Workshop 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

March 30, 2015

**WESTLAKE TOWN HALL
3 VILLAGE CIRCLE, 2ND FLOOR
WESTLAKE, TX 76262
COUNCIL CHAMBERS**

Workshop Session: 6:30 p.m.

Regular Session: 7:30 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. REVIEW OF CONSENT AGENDA ITEMS FOR THE MARCH 30, 2015, TOWN COUNCIL REGULAR MEETING AGENDA. (10 min)

3. REPORTS

Reports are prepared for informational purposes and will be accepted as presented. (there will no presentations associated with the report items) There will be no separate discussion unless a Council Member requests that report be removed and considered separately.

- a. Westlake Parkway Street Naming Report.

4. DISCUSSION ITEMS

- a. Discussion, with Preceding Presentation, Regarding Westlake Historical Preservation Society Annual Report. (10 min)
- b. Discussion and review amending the guaranteed maximum price (GMP) of \$8,715,254.93 to \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., approving all construction change orders for the Phase I Westlake Academy Campus Expansion and amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund balance to the Westlake Academy Expansion Fund for the Phase I project. (15 min)
- c. Discuss and review the draft of DirectionFinder Questions for 2015 Residential Survey. (15 min)
- d. **Standing Item:** Update and discussion regarding the Granada Development.
- e. **Standing Item:** Update and discussion regarding the Entrada Development.

5. EXECUTIVE SESSION

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

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- 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). Carlyle Development

- c. Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Town of Westlake Certificate of Convenience & Necessity (CCN) for water and sewer service.
- d. Section 551.071(2) Consultation with Attorney - to seek advice of counsel on legal matters involving pending or contemplated litigation, settlement offers, or other legal matters not related directly to litigation or settlement. Pending or contemplated litigation and settlement offers include but are not limited to the following: Trophy Club Municipal District Number 1
- e. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Legal issues concerning the proposed Comprehensive Plan.

6. RECONVENE MEETING

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

8. COUNCIL RECAP / STAFF DIRECTION

9. ADJOURNMENT

Regular Session

1. CALL TO ORDER

- 2. CITIZEN PRESENTATIONS AND RECOGNITIONS:** 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.

- 3. 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 March 2, 2015, meeting.

- b. Consider approval of **Resolution 15-07**, Authorizing the Mayor to enter into a Joint Election Agreement with Denton County for the General Election to be held on May 9, 2015.
- c. Consider approval of **Resolution 15-08**, Authorizing the Mayor to enter into a Joint Election Agreement with Tarrant County for the General Election to be held on May 9, 2015.
- d. Consider approval of **Resolution 15-09**, Amending the Guaranteed Maximum Price (GMP) Of \$8,715,254.93 To \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., Approving all Construction Change Orders for the Phase I Westlake Academy Campus Expansion and Amending the FY 2014-2015 Budget by Transferring \$54,328 from the General Fund, Fund Balance to the Westlake Academy Expansion Fund for the Phase I Project.

4. CONTINUE A PUBLIC HEARING AND CONSIDER ORDINANCE 746, REGARDING A ZONING CHANGE FROM R 1 "ESTATE RESIDENTIAL" TO PD-6 "PLANNED DEVELOPMENT - SINGLE-FAMILY RESIDENTIAL DISTRICT WITH TEN LOTS." THE SUBJECT PROPERTY IS COMMONLY KNOWN AS 1480 DOVE ROAD, FURTHER DESCRIBED AS LOT 1, BLOCK 1 OF THE DOVE ADDITION, APPROXIMATELY 10.18 ACRES.

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- c. Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Town of Westlake Certificate of Convenience & Necessity (CCN) for water and sewer service.
- d. Section 551.071(2) Consultation with Attorney - to seek advice of counsel on legal matters involving pending or contemplated litigation, settlement offers, or other legal matters not related directly to litigation or settlement. Pending or

contemplated litigation and settlement offers include but are not limited to the following: Trophy Club Municipal District Number 1

- e. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Legal issues concerning the proposed Comprehensive Plan.

6. RECONVENE MEETING

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

- 8. 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.

9. COUNCIL CALENDAR

10. 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, 3 Village Circle, March 25, 2015, 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 of Westlake

Item # 2 – Review of Consent Agenda Items

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.

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Town of Westlake

Item # 3– Reports

REPORTS

Reports are prepared for informational purposes and will be accepted as presented. (there will no presentations associated with the report items) There will be no separate discussion unless a Council Member requests that report be removed and considered separately.

- a. Westlake Parkway Street Naming Report.



TYPE OF ACTION

Workshop - Report

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Westlake Parkway Street Naming Report

STAFF CONTACT: Jarrod Greenwood, Public Works Director

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Fiscal Responsibility	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Maximize Efficiencies & Effectiveness
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: April 20, 2015 **Completion Date:** April 20, 2015

Funding Amount: N/A **Status -** N/A **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

As you may recall, Council approved a contract with Roadway Solutions, Inc. at the January 26, 2015, Regular Meeting for the installation of internally illuminated street name signs. We are waiting for the contractor to secure detailed drawings from their subcontractor for the sign layout before we schedule a preconstruction meeting with the contractor. We anticipate sign installation work to start within the next 30 days. This project includes the Westlake Parkway-Trophy Club Drive intersection at SH 114.

During our work with the project engineer, staff determined that the bridge at the Westlake Parkway-Trophy Club Drive intersection of SH 114 has been, by default, commonly referred to as Trophy Club Drive, however, this section of roadway has never been formally named. The

current bridge was constructed in 2000-2001 when the SH 114 main lanes were built. The new bridge replaced an asphalt cross-over that was built at the same time SH 114 and SH 170 frontage lanes were constructed in the late 1980's, well before the construction of Westlake Parkway in 1998-1999.

In the interest of public safety and eliminating potential driver confusion, staff will begin looking into the necessary steps to formally name the section of roadway, including the bridge, within Westlake as Westlake Parkway. The Westlake Fire Chief feels that this will also help reduce confusion for emergency response. Additionally, making the name of the bridge Westlake instead of Trophy Club is consistent with neighboring communities that have roads extending through their corporate limits, i.e., Southlake Boulevard and Keller Parkway and helps to signify jurisdictional boundaries. This will not require any changes to the current TxDOT signage.

This report to Council regarding the street naming is necessary as we move forward with installation of signs that will designate the name of this section of roadway within the Town of Westlake.

RECOMMENDATION AND ATTACHMENTS

N/A

Town of Westlake

Item # 4 – Discussion Items

DISCUSSION ITEMS

- a. Discussion, with Preceding Presentation, Regarding Westlake Historical Preservation Society Annual Report. (10 min)
- b. Discussion and review amending the guaranteed maximum price (GMP) of \$8,715,254.93 to \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., approving all construction change orders for the Phase I Westlake Academy Campus Expansion and amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund balance to the Westlake Academy Expansion Fund for the Phase I project. (15 min)
- c. Discuss and review the draft of DirectionFinder Questions for 2015 Residential Survey. (15 min)
- d. **Standing Item:** Update and discussion regarding the Granada Development.
- e. **Standing Item:** Update and discussion regarding the Entrada Development.



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Discussion, with Preceding Presentation, Regarding Westlake Historical Preservation Society Annual Report.

STAFF CONTACT: Ginger R. Awtry, Communications & Community Affairs Director

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Transparent / Integrity-driven Government	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: June 1, 2014 **Completion Date:** May 31, 2015

Funding Amount: \$0.00 **Status -** N/A **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Per the Council/BOT Advisory Board/Affiliates policy, at least once a year all Town advisory boards and Westlake Academy affiliate groups will meet with the Council and/or Board of Trustees to discuss their past year's activities and those planned/underway for the next twelve months. The purpose of this workshop presentation is to generate coordinated planning and collaboration between the Council and the Westlake Historical Preservation Society (WHPS) in the pursuit of the Council's strategic objectives for the WHPS.

RECOMMENDATION / ATTACHMENTS

N/A



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Discussion and review amending the guaranteed maximum price (GMP) of \$8,715,254.93 to \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., approving all construction change orders for the Phase I Westlake Academy Campus Expansion and amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund, fund balance to the Westlake Academy Expansion Fund for the Phase I project.

STAFF CONTACT: Troy J. Meyer, Director of Facilities and Parks/Recreation

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: August 1, 2012 **Completion Date:** March 31, 2015

Funding Amount: \$54,328 **Status -** **Not Funded** **Source -** General Fund

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The construction of Phase I of the Westlake Academy Campus Expansion Project was approved by the Council in June 2013. Steele & Freeman, the CM at Risk was approved in April 2013. The original guaranteed maximum price was \$8,542,930.00 on May 19, 2014. With the approval of the

Town council, the new GMP will be \$8,996,525.84 which includes, but is not limited to, the following change orders (see Exhibit B);

- March 24, 2014- Decrease the GMP by \$111,490 to be used for the low voltage package
- April 28, 2004 -Increased the GMP by \$200,000 West parking lot improvements
- May 19, 2014- \$83,815 increase GMP Smart Board cost

The total cost of all construction change orders is \$466,738.84. The following changes orders had the biggest impact on the overall increase in the GMP:

Crew space under the Multi -purpose hall	\$ 21,500
Support structures AV& Smart boards	110,748
Field house Signage	20,751
Cedar soffits FH	23,970
Downspouts ties	20,116
Landscaping	39,353
Parking improvements	<u>200,000</u>
Total	\$436,438

The final cost of the project is \$11,058,847 which was funded by donations, bond proceeds and the General Fund. The project is over budget by .5% which equates to \$54,328. With the approval of the Town council, these funds will be transferred from the General Fund fund balance to the Westlake Academy Expansion Fund.

RECOMMENDATION

Staff recommends amending the guaranteed maximum price (GMP) of \$8,715,254.93 to \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., approving all construction change orders for the Phase I Westlake Academy Campus Expansion and amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund fund balance to the Westlake Academy Expansion Fund for the Phase I project.

ATTACHMENTS

Attachments: See consent item attachments (hyperlink)



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Discuss and review the draft of DirectionFinder Questions for 2015 Residential Survey

STAFF CONTACT: Amanda DeGan, Assistant Town Manager

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Transparent / Integrity-driven Government	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Increase CSS Satisfaction
<u>Strategic Initiative</u>			
Bi-annual Survey Administration			

Time Line - Start Date: March 30, 2015 **Completion Date:** June 30, 2015

Funding Amount: \$9,750 **Status -** **Funded** **Source -** General Fund

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Since 2009, we have conducted a survey to gather feedback and data from our community members to help determine the direction and success of our service delivery. We use this information to gauge our customer service, communication, public safety, overall satisfaction, and various other components of our municipal government. Staff has prepared the questions for the next survey instrument and will present the questions for Council review and feedback.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

TOWN OF WESTLAKE

2015 RESIDENT SURVEY

1. **Satisfaction with Major Categories of Town Services:** Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please circle your level of satisfaction with the following services provided by the Town of Westlake.

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
<i>How satisfied are you with the:</i>						
A. Overall quality of public safety services (police, fire, and emergency medical)	5.....	4.....	3.....	2.....	1.....	9
B. Overall efforts by the Town to ensure the community is prepared for emergencies	5.....	4.....	3.....	2.....	1.....	9
C. Overall quality of maintenance of Town streets	5.....	4.....	3.....	2.....	1.....	9
D. Overall effectiveness of communication by the Town	5.....	4.....	3.....	2.....	1.....	9
E. Overall quality of utility services	5.....	4.....	3.....	2.....	1.....	9
F. Overall quality of parks, trails, open spaces, streetscaping, and facilities	5.....	4.....	3.....	2.....	1.....	9
G. Overall quality of customer service by the Town	5.....	4.....	3.....	2.....	1.....	9
H. Overall quality of enforcement of codes and ordinances	5.....	4.....	3.....	2.....	1.....	9
I. Overall quality of government services provided by the Town of Westlake	5.....	4.....	3.....	2.....	1.....	9
J. Overall value you receive from your tax dollars and fees	5.....	4.....	3.....	2.....	1.....	9
K. Overall value of Westlake Academy to the Town	5.....	4.....	3.....	2.....	1.....	9

2. **Which THREE of the services listed above are the most important to you?**
 (Write in the spaces below, using the letters from the list in Question #1, above)
 1st _____ 2nd _____ 3rd _____

3. **Satisfaction with Specific Types of Services Provided by the Town:** Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please circle your level of satisfaction with each of the following.

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
<i>How satisfied are you with the:</i>						
<u>Police Services</u>						
A. Quality of local police protection	5.....	4.....	3.....	2.....	1.....	9
B. Visibility of police in neighborhoods	5.....	4.....	3.....	2.....	1.....	9
C. How quickly police respond to emergencies	5.....	4.....	3.....	2.....	1.....	9
D. Efforts of the Town to prevent crime	5.....	4.....	3.....	2.....	1.....	9
E. Level of traffic enforcement	5.....	4.....	3.....	2.....	1.....	9
<u>Fire & Medical Services</u>						
F. Quality of fire services	5.....	4.....	3.....	2.....	1.....	9
G. Quality of emergency medical services	5.....	4.....	3.....	2.....	1.....	9
H. Response time of fire and emergency medical services personnel	5.....	4.....	3.....	2.....	1.....	9
<u>Emergency Preparedness</u>						
I. Response efforts by the Town Staff during extreme weather conditions	5.....	4.....	3.....	2.....	1.....	9
J. Efforts by the Town Staff to inform residents of hazardous road conditions, potential inclement weather & closures	5.....	4.....	3.....	2.....	1.....	9

(Question #3 continued) Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please circle your level of satisfaction with each of the following.)

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
<u>Transportation Services</u>						
K. Condition of major streets in Westlake	5	4	3	2	1	9
L. Condition of streets in your neighborhood	5	4	3	2	1	9
M. Cleanliness of streets and other public areas	5	4	3	2	1	9
N. Traffic flow and congestion management in Westlake	5	4	3	2	1	9
<u>Communications & Citizen Engagement</u>						
O. Efforts by the Town to keep you informed about Council meetings, Town projects, issues, and events	5	4	3	2	1	9
P. Timeliness of information provided by the Town	5	4	3	2	1	9
Q. Completeness of the information provided by the Town	5	4	3	2	1	9
R. Usefulness of the <i>Westlake Wire</i> communications	5	4	3	2	1	9
S. Usefulness of social media efforts	5	4	3	2	1	9
T. Ease of use of the Town's website	5	4	3	2	1	9
U. Availability/Accessibility of Town records	5	4	3	2	1	9
V. Opportunities provided for public input	5	4	3	2	1	9
<u>Parks & Recreation Services</u>						
W. Maintenance of Town-owned Glenwyck Park	5	4	3	2	1	9
X. Number of publicly-accessible parks and trails	5	4	3	2	1	9
Y. Maintenance of streetscaping and open spaces	5	4	3	2	1	9
<u>Utility Services</u>						
Z. Residential trash collection services	5	4	3	2	1	9
AA. Curbside recycling services	5	4	3	2	1	9
BB. Yard waste & bulky item removal services	5	4	3	2	1	9
CC. Town efforts to promote water conservation and protect water resources	5	4	3	2	1	9
DD. Household hazardous waste disposal service	5	4	3	2	1	9
EE. Efforts by the Town to manage storm water run-off	5	4	3	2	1	9
FF. Quality of (drinking) water utility services	5	4	3	2	1	9
<u>Customer Service</u>						
GG. Level of participation by Town Staff in community events/neighborhood meetings	5	4	3	2	1	9
HH. Timeliness of Town Staff to concerns/issues (≤24 hours)	5	4	3	2	1	9
II. Friendliness of Town Staff	5	4	3	2	1	9
JJ. Municipal court services	5	4	3	2	1	9
KK. Jury service experience	5	4	3	2	1	9
<u>Code Enforcement</u>						
LL. Enforcing the exterior appearance and maintenance regulations for property	5	4	3	2	1	9
MM. Enforcing sign regulations	5	4	3	2	1	9

4. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please circle your level of agreement with the following statements.

Please rate your agreement with the following statements:

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
A. Do you support limitations on smoking?					
i. Public open spaces (parks/trails)	5	4	3	2	1
ii. Retail / restaurants	5	4	3	2	1

5. **Reasons for Moving to Westlake:** Using a scale of 1 to 5, where 5 means “Extremely Important” and 1 means “Not Important,” please circle how important the following issues were in your decision to move to the Town of Westlake.

	Extremely Important	Very Important	Important	Less Important	Not Important	Don't Know
A. Sense of community	5	4	3	2	1	9
B. Quality of life	5	4	3	2	1	9
C. Small town feel	5	4	3	2	1	9
D. Aesthetic appeal & high development standards	5	4	3	2	1	9
E. Westlake Academy	5	4	3	2	1	9
F. Access to other public schools (Keller, Northwest or Carroll ISD)	5	4	3	2	1	9
G. Proximity to private schools	5	4	3	2	1	9
H. Low crime rates/quality of public safety	5	4	3	2	1	9
I. Employment opportunities in the Westlake area	5	4	3	2	1	9
J. Access to DFW airport	5	4	3	2	1	9
K. Access to major highways	5	4	3	2	1	9
L. Type of housing available	5	4	3	2	1	9
M. Quality of your subdivision	5	4	3	2	1	9
N. Westlake as a retirement destination	5	4	3	2	1	9
O. Number of publicly accessible parks & trails	5	4	3	2	1	9
P. Subdivision amenities (airpark, golf club, parks, etc.)	5	4	3	2	1	9

How important was:

- A. Sense of community
- B. Quality of life
- C. Small town feel
- D. Aesthetic appeal & high development standards
- E. Westlake Academy
- F. Access to other public schools (Keller, Northwest or Carroll ISD)
- G. Proximity to private schools
- H. Low crime rates/quality of public safety
- I. Employment opportunities in the Westlake area
- J. Access to DFW airport
- K. Access to major highways
- L. Type of housing available
- M. Quality of your subdivision
- N. Westlake as a retirement destination
- O. Number of publicly accessible parks & trails
- P. Subdivision amenities (airpark, golf club, parks, etc.)

6. **Which THREE of the reasons listed above are the most important reasons why you will stay in Westlake for the next 5 years?**

(Write in the spaces below, using the letters from the list in Question #6, above)

1st _____

2nd _____

3rd _____

7. **Issue(s) of Interest - Water Conservation**

A. Which of the water conservation methods do you practice?

i. Installed drought tolerant / native plants

(1) Yes / (2) No

ii. Water less than 2 times per week

(1) Yes / (2) No

iii. Installed water saving fixtures

(1) Yes / (2) No

B. Are you aware the water usage levels in Westlake are the highest per capita in the area?

(1) Yes / (2) No

8. **Overall, how familiar are you with the following information:**

A. The Town's Comprehensive Plan

_____(3) Very Familiar

_____(2) Somewhat Familiar

_____(1) Not Familiar

B. The Town's Strategic Plan

_____(3) Very Familiar

_____(2) Somewhat Familiar

_____(1) Not Familiar

C. The Town's lighting standards

_____(3) Very Familiar

_____(2) Somewhat Familiar

_____(1) Not Familiar

D. The Town's open space requirements for development

_____(3) Very Familiar

_____(2) Somewhat Familiar

_____(1) Not Familiar

E. Zoning standards within the Town

_____(3) Very Familiar

_____(2) Somewhat Familiar

_____(1) Not Familiar

F. Allowed uses for existing planned development districts within the Town

_____(3) Very Familiar

_____(2) Somewhat Familiar

_____(1) Not Familiar

13. What is your age?

- (1) 18 – 34 years
- (2) 35 – 54 years

- (3) 55 – 74 years
- (4) 75 + years

14. How many years have you lived in Westlake? _____ years

15. In which subdivision do you live?

- (1) Stagecoach Hills
- (2) Vaquero
- (3) Wyck Hill
- (4) Glenwyck Farms
- (5) Mahotea Boone
- (6) Other

16. Which of the following BEST describes your total annual household income?

- (1) Under \$50,000
- (2) \$50,000 - \$149,000
- (3) \$150,000 - \$500,000
- (4) Over \$500,000

17. Gender:

- (1) Male
- (2) Female

18. Overall, how safe do you feel in the Town of Westlake?

- (4) Very Safe
- (3) Safe
- (2) Unsafe
- (1) Very Unsafe
- (9) Don't Know

19. Overall, how would you rate the Town of Westlake as a place to live?

- (4) Excellent
- (3) Good
- (2) Average
- (1) Poor
- (9) Don't Know

Optional: If you have any other comments, please write them in the space provided below.

The Town of Westlake
Thanks you for completing this survey.

Please return your completed document in the enclosed
postage-paid envelope, addressed to:
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061

Town of Westlake

Item # 4d – No
Supporting
documentation

Standing Item: Update and discussion regarding the Granada Development.

Town of Westlake

Item # 4e – No
Supporting
documentation

Standing Item: Update and discussion regarding the Entrada Development.

Town of Westlake

Item # 5 – Executive Session

EXECUTIVE SESSION

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- 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). Carlyle Development
- c. Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Town of Westlake Certificate of Convenience & Necessity (CCN) for water and sewer service.
- d. Section 551.071(2) Consultation with Attorney - to seek advice of counsel on legal matters involving pending or contemplated litigation, settlement offers, or other legal matters not related directly to litigation or settlement. Pending or contemplated litigation and settlement offers include but are not limited to the following: Trophy Club Municipal District Number 1
- e. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Legal issues concerning the proposed Comprehensive Plan.

Town of Westlake

Item # 6 – Reconvene
Meeting

Town of Westlake

Item # 7 – Take any Necessary Action, if necessary

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

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
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Town of Westlake

Item #8
Council Recap /
Staff Direction

COUNCIL RECAP / STAFF DIRECTION

Town of Westlake

Item # 9 –
Workshop
Adjournment

Back up material has not
been provided for this item.

Town of Westlake

Item # 2 – Citizen's Presentations and recognitions

CITIZEN PRESENTATIONS AND RECOGNITIONS: 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 of Westlake

Item # 3 – 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 March 2, 2015, meeting.
- b. Consider approval of **Resolution 15-07**, Authorizing the Mayor to enter into a Joint Election Agreement with Denton County for the General Election to be held on May 9, 2015.
- c. Consider approval of **Resolution 15-08**, Authorizing the Mayor to enter into a Joint Election Agreement with Tarrant County for the General Election to be held on May 9, 2015.
- d. Consider approval of **Resolution 15-09**, Amending the Guaranteed Maximum Price (GMP) Of \$8,715,254.93 To \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., Approving all Construction Change Orders for the Phase I Westlake Academy Campus Expansion and Amending the FY 2014-2015 Budget by Transferring \$54,328 from the General Fund, Fund Balance to the Westlake Academy Expansion Fund for the Phase I Project.



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

March 2, 2015

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

ABSENT:

OTHERS PRESENT: Town Manager Tom Brymer, Town Secretary Kelly Edwards, Town Attorney L. Stanton Lowry, Assistant Town Manager Amanda DeGan, Fire Chief Richard Whitten, Planning and Development Director Eddie Edwards, Director of Public Works Jarrod Greenwood, Finance Director Debbie Piper, Director of Facilities and Parks & Recreation Troy Meyer, Director of Human Resources & Administrative Services Todd Wood, Communications & Community Affairs Director Ginger Awtry, and Susan McFarland, Communications Specialist.

Work Session

1. CALL TO ORDER

Mayor Wheat called the work session to order at 5:03 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 MARCH 2, 2015, TOWN COUNCIL REGULAR MEETING AGENDA.

No additional discussion.

4. REPORTS

- a. Annual report from the Keller Police Department relative to police services and the racial profiling.

5. DISCUSSION ITEMS

- a. Presentation of a Personal Project by an Academy student regarding the use of Solar Power energy for the Multi-Purpose Hall.

Town Manager Brymer introduced student Mr. Ned LoFrisco, project advisor Mr. Thompson and Director Meyer.

Mr. LoFrisco provided an overview the Academy's Personal Project for students and a presentation regarding the use solar panels at Westlake Academy.

Discussion ensued regarding the panels resistance to hail, tax rebates for municipalities, retrofitting costs, feasibility study, manufacture performance guarantees, residential regulations, and his inspiration for the project.

The Council asked staff provide a robust financial cost, return on investment (ROI) for this project that could be discussed during the budget process.

- b. Discussion and review of the annual Comprehensive Annual Financial Report (CAFR) presented by Weaver and Tidwell, L.L.P., for the fiscal year ended September 30, 2014.

Director Piper, Mr. Jerry Gaither and Mr. John DeBurro, Weaver and Tidwell, L.L.P provided a presentation and overview of the proposed annual audit.

The Mayor asked the Auditors to modify the last sentence on the communication with those charged with governance that they acknowledge TEA has accepted the practice of accruing state foundation funds.

Discussion ensued regarding the Foundation funds that contributed to the academy expansion, differences in the operating revenues in years 2014 and 2013, and GASB 68 which requires the recognition of net pension liabilities of employers to be prepared in the financials on an accrual basis.

- c. Presentation and Discussion of Solana redevelopment plans by new Solana Owners (Equity aka Blackstone) including Way Finding, Signage, Lighting, Retail, Open Space Reconfiguration, Parking, and Building Remodeling.

Mr. Brian Blankenship, DTZ Solana property management provided an overview of the proposed redevelopment. Mr. Blankenship then introduced Stephen Park, 5G Studio Collaborative.

Mr. Park provided a presentation and overview of the proposed redevelopment for Solana including the Health Club, Kirkwood Boulevard, and Campus Circle.

Discussion ensued regarding the proposed color scheme and the redevelopment as it relates to the Comprehensive Plan.

- d. Presentation and update of the Fire Department's Station.

Director Meyer and Chief Whitten provided a presentation and update regarding the Fire Station.

Discussion ensued regarding aesthetics of the proposed building, opportunities to repurpose the building in the future, and to discuss the proposed gift of the tenant finish-out of the living/office building.

- e. ***Standing Item:*** Update and discussion regarding the Granada Development.

Director Edwards provided an overview regarding the architecture of nine (9) proposed homes seeking approval from the architecture review committee.

Staff recommends amending the Granada design ordinance revising the roof height, metal roofing material and allowing latitude to the committee for approval of such requests.

- f. ***Standing Item:*** Update and discussion regarding the Entrada Development.

Staff is in the process of reviewing the design guidelines for the development.

6. EXECUTIVE SESSION

The Council did not convene into executive session.

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

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada

- 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). Carlyle Development
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7. RECONVENE MEETING

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

9. COUNCIL RECAP / STAFF DIRECTION

Review the use of solar panels at Westlake Academy and to review the staff of full time and part time Fire and EMS employees during budget discussions.

10. ADJOURNMENT

Mayor Wheat adjourned the work session at 6:33 p.m.

Regular Session

1. CALL TO ORDER

Mayor called the regular session to order at 6:53 p.m.

2. CITIZEN PRESENTATIONS AND RECOGNITIONS:

Mayor Wheat recognized Fire and EMS employee Victor Mesa for his 10 year service award.

Mayor Wheat recognized Municipal Court employee Martha Solis as Employee of the Year.

3. CONSENT AGENDA:

- a. Consider approval of the minutes from the January 26, 2015, meeting.
- b. Consider approval of the minutes from the February 9, 2015, meeting.
- c. Consider approval of **Resolution 15-04**, Accepting the Annual Comprehensive Annual Financial Report (CAFR) presented by Weaver and Tidwell, L.L.P., for the fiscal year ended September 30, 2014.
- d. Consider approval of **Resolution 15-05**, Amending the Site Plan Amendment for the property addressed as 2900 Dove Road known as the temporary fire department facilities and authorizing an addition to existing Apparatus/Equipment Bays.
- e. Consider approval of **Resolution 15-06**, Authorizing the Town Manager to Execute an Agreement with TrafficPayment.com

MOTION: Council Member Langdon made a motion to approve consent agenda. Council Member Belvedere seconded the motion. The motion carried by a vote of 5-0.

4. CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 747, ADOPTING A COMPREHENSIVE PLAN FOR THE TOWN; AMENDING THE CODE OF ORDINANCES, CHAPTER 62, ARTICLES I SECTION 62-1 – 62-3 AND II SECTIONS 62-31 – 62-32.

Town Manager Brymer introduced Mr. Robin McCaffrey, Director Edwards, Mr. Derrell Johnson, and Ms. Ashley Shook.

Mr. Derrell Johnson, 2201 Vaquero Club Drive, Comprehensive Plan Committee Chairman, provided a presentation and overview of the plan update process.

Town Manager Brymer provided a presentation and overview of staff recommendations and amendments to the proposed Comprehensive Plan.

Discussion ensued regarding the volume of traffic along State Highways 114 and 170 creating the additional traffic along Dove Road, regional traffic included in the traffic analysis, the term 'roadway of special consideration', the City of Southlake plan for Dove Road, and future plans for State Highways 114 and 170.

Mayor Wheat opened the public hearing.

The following people spoke in support for the revised Thoroughfare Plan: Peter Sackla, One Deloitte Way; Joe Schneider, 13600 Heritage Parkway, Fort Worth; Jonathan Vinson, 901 Main Street, Suite 6000, Dallas; Neil McNabnay, 1815 Broken Bend Drive; Yair Lotan, 1809 Broken Bend; Andrew Cottingham, 1803 Copperfield Court; Tom LoFrisco, 1819 Broken Bend Drive; and Colin Stevenson, 1823 Broken Bend Drive.

The following people spoke in opposition of the revised Thoroughfare Plan showing East Dove Road as a "roadway of special consideration" allowing for widened of the road in the future be recorded: John Schilsky, 1610 Fair Oaks Drive; Kara Aptor, 1565 Dove Road; Stef Mauler, 1855 Broken Bend Drive; Steve Simpson, 1567 Dove Road; and Maru Murugappan, 1563 Dove Road.

The following people spoke in support for the revised Thoroughfare Plan but are opposed to the plan showing East Dove Road as a "roadway of special consideration" allowing for widened of the road in the future: Baijn Jacob, 1801 Copperfield and Horace Wu, 1849 Broken Bend Drive.

The following people spoke in support for the revised Comprehensive Plan with concerns regarding Entitlement transfers, Landscaping, Open Space and Wildlife Management: Russell Laughlin, 13600 Heritage Parkway, Fort Worth; Tom Miller, 13103 Roanoke Road and Stephen Thornton, 13187 Thornton Drive.

Ms. Charlene Gardner, 6409 Mahotea Boone Trail, inquired to the type of road the plan proposes for Ottinger Road.

The following people did not speak, but asked that their support for the revised Thoroughfare Plan be recorded: Jay Still, 1813 Broken Bend Drive; Jon Endter, 1821 Broken Bend Drive; Cheryl Endter, 1821 Broken Bend Drive; MaryAnn LoFrisco, 1819 Broken Bend Drive; Laura Cottingham, 1803 Copperfield; Lisa Pylant, 1612 Fair Oaks Drive; Rudy and Christy Renda, 1804 Copperfield Court; Lisa Welch, 1618 Fair Oaks Drive; Kathleen Wakeham, 1614 Fair Oaks Drive and Eric and Michelle Albritton, 1817 Broken Bend Drive.

The following person did not speak, but asked that her opposition for the revised Thoroughfare Plan showing East Dove Road as a "roadway of special consideration" allowing for widened of the road in the future be recorded: Kim Morris, 2301 J.T. Ottinger Road.

A copy of a letter in opposition from Angela Schilsky, M.D, was provided to the Mayor and Council Members.

Mayor Wheat closed the public hearing.

MOTION: Council Member Rennhack made a motion to approve **Ordinance 747**. Council Member Langdon seconded the motion. The motion carried by a vote of 5-0.

5. **CONTINUE A PUBLIC HEARING AND CONSIDER ORDINANCE 746, REGARDING A ZONING CHANGE FROM R 1 "ESTATE RESIDENTIAL" TO PD-6 "PLANNED DEVELOPMENT - SINGLE-FAMILY RESIDENTIAL DISTRICT WITH TEN LOTS." THE SUBJECT PROPERTY IS COMMONLY KNOWN AS 1480 DOVE ROAD, FURTHER DESCRIBED AS LOT 1, BLOCK 1 OF THE DOVE ADDITION, APPROXIMATELY 10.18 ACRES. – Applicant has requested the application be tabled.**

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat asked for a motion to continue the public hearing at the March 30, 2015, meeting.

MOTION: Council Member Rennhack made a motion to continue the public hearing until the March 30, 2015, meeting. Council Member Barrett seconded the motion. The motion carried by a vote of 5-0.

6. **EXECUTIVE SESSION**

The Council did not convene into executive session.

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

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
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7. RECONVENE MEETING

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

9. FUTURE AGENDA ITEMS

10. COUNCIL CALENDAR

Town Manager provided an overview of the upcoming events and meeting changes.

11. ADJOURNMENT

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

MOTION: Council Member Langdon made a motion to adjourn the meeting. Council Member Stoltenberg seconded the motion. The motion carried by a vote of 5-0.

Mayor Wheat adjourned the meeting at 9:03 p.m.

APPROVED BY THE TOWN COUNCIL ON MARCH 30, 2015.

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 Resolution authorizing the Mayor to enter into a Joint Election Agreement with Denton County to conduct the General election to be held on May 9, 2015.

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	Citizen, Student & Stakeholder	Natural Oasis - Preserve & Maintain a Perfect Blend of the Community's Natural Beauty	Encourage Westlake's Unique Sense of Place
<u>Strategic Initiative</u>			
Comprehensive Plan Project Review			

Time Line - Start Date: January 26, 2015 **Completion Date:** May 9, 2015

Funding Amount: \$11,000 **Status -** **Funded** **Source - General Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Texas Election Code §3.004, requires the governing body of a political subdivision to order a general election for the purpose of electing the Mayor and Council Members.

Since 2011 the Town has been required with both Denton and Tarrant Counties to conduct its elections. The Denton County fee is a set fee due to the fact that we only have 3-5 registered voters in the county.

The order calling the General Election was passed on January 26, 2015. As outlined in the election order, the term of office for the elected officials is two (2) years. (expiring May 2015).

There are three (3) Council seats that expire May 2015. Those are Council Members Langdon, Rennhack and Stoltenberg.

RECOMMENDATION

Staff recommends approval of the resolution authorizing the Mayor to enter into the Joint Contract.

ATTACHMENTS

Resolution
Contract

TOWN OF WESTLAKE

RESOLUTION NO. 15-07

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH DENTON COUNTY FOR THE GENERAL ELECTION TO BE HELD ON MAY 9, 2015.

WHEREAS, the Town of Westlake will conduct a General Election on May 9, 2015; and

WHEREAS, the Westlake Town Council recognizes to reduce the overall cost to each entity that said elections be held jointly on May 9, 2015; and

WHEREAS, the Town of Westlake desires to select the Denton County Elections Administrator to conduct and coordinate the joint elections for the residents of Westlake that live in Denton County.

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

SECTION 1: The parties hereto agree to hold an election jointly on May 9, 2015, from 7:00 a.m. until 7:00 p.m. in accordance with Section 271.002, Texas Election Code, and that said election will be conducted jointly pursuant to the terms of this agreement, attached as *Exhibit "A"*.

SECTION 2: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 3: That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 30th DAY OF APRIL, 2015.

ATTEST:

Kelly Edwards, Town Secretary

Laura L. Wheat, Mayor

APPROVED AS TO FORM:

Thomas E. Brymer, Town Manager

L. Stanton Lowry, Town Attorney

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 9, 2015 election to be administered by Lannie Noble, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 9, 2015.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2015 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 9, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2015 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more

election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of \$7 per hour.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County (\$11 an hour for presiding judges, \$10 an hour for alternate judges, and \$9 an hour for clerks) pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where

jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address for the Denton County Early Voting Clerk is:

Lannie Noble, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots, that are sent by a contract carrier (ie. UPS, FedEx, etc.) should be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Lannie Noble, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lannie Noble, Denton County Elections Administrator
Tabulation Supervisor:	Brandy Grimes, Denton County Technical Operations Manager
Presiding Judge:	Kerry Martin, Deputy Elections Administrator
Alternate Judge:	Paula Paschal, Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated by posting on the Elections website. The manager shall be responsible for releasing unofficial

cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or his designee, no later than three days after Election Day of the date of the canvass.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority, unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 9, 2015 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 13, 2015. This date may be negotiable based on the Secretary of State's calendar for elections in 2015.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an election day polling place or early voting site within their Denton County territory shall pay a flat fee of \$400 for election expenses.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

XVII. SIGNATURE PAGE (separate page)

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2015 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2015 been executed on behalf of the Town of Westlake pursuant to an action of the Town of Westlake, Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

LANNIE NOBLE, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF WESTLAKE:

APPROVED:

ATTESTED:

LAURA WHEAT, MAYOR

KELLY EDWARDS, TOWN SECRETARY



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Consider approval of Resolution authorizing the Mayor to enter into a Joint Election Agreement with Tarrant County to conduct the General election to be held on May 9, 2015.

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	Citizen, Student & Stakeholder	Natural Oasis - Preserve & Maintain a Perfect Blend of the Community's Natural Beauty	Encourage Westlake's Unique Sense of Place
<u>Strategic Initiative</u>			
Comprehensive Plan Project Review			

Time Line - Start Date: January 26, 2015 **Completion Date:** May 9, 2015

Funding Amount: \$8,543.00 **Status -** **Funded** **Source - General Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Texas Election Code §3.004, requires the governing body of a political subdivision to order a general election for the purpose of electing the Mayor and Council Members.

Since 2011 the Town has been required with both Denton and Tarrant Counties to conduct its elections.

The order calling the General Election was passed on January 26, 2015. As outlined in the election order, the term of office for the elected officials is two (2) years. (expiring May 2015). There are three (3) Council seats that expire May 2015. Those are Council Members Langdon, Rennhack and Stoltenberg.

The final amount may fluctuate based on the number of entities that enter into the Joint Contract.

RECOMMENDATION

Staff recommends approval of the resolution authorizing the Mayor to enter into the Joint Contract.

ATTACHMENTS

Resolution
Contract

TOWN OF WESTLAKE

RESOLUTION NO. 15-08

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY FOR THE GENERAL ELECTION TO BE HELD ON MAY 9, 2015.

WHEREAS, the Town of Westlake will conduct a General Election on May 9, 2015; and

WHEREAS, the Westlake Town Council recognizes to reduce the overall cost to each entity that said elections be held jointly on May 9, 2015; and

WHEREAS, the Town of Westlake desires to select the Tarrant County Elections Administrator to conduct and coordinate the joint elections for the residents of Westlake that live in Tarrant County.

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

SECTION 1: The parties hereto agree to hold an election jointly on May 9, 2015, from 7:00 a.m. until 7:00 p.m. in accordance with Section 271.002, Texas Election Code, and that said election will be conducted jointly pursuant to the terms of this agreement, attached as *Exhibit "A"*.

SECTION 2: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 3: That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 30th DAY OF APRIL 2015.

ATTEST:

Kelly Edwards, Town Secretary

Laura L. Wheat, Mayor

APPROVED AS TO FORM:

Thomas E. Brymer, Town Manager

L. Stanton Lowry, Town Attorney

THE STATE OF TEXAS
COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

City of Arlington	City of Richland Hills
City of Azle	City of River Oaks
City of Bedford	City of Saginaw
City of Blue Mound	City of Southlake
City of Colleyville	City of Watauga
City of Dalworthington Gardens	Town of Westlake
City of Euless	Arlington ISD
City of Everman	Birdville ISD
Town of Flower Mound	Crowley ISD
City of Forest Hill	Fort Worth ISD
City of Fort Worth	Grapevine-Colleyville ISD
City of Grapevine	Hurst-Euless-Bedford ISD
City of Haltom City	Keller ISD
City of Haslet	Kennedale ISD
City of Hurst	Lewisville ISD
City of Keller	Mansfield ISD
City of Kennedale	Tarrant County College
City of Mansfield	Tarrant Regional Water District
City of Pelican Bay	

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 09, 2015 election to be administered by Frank Phillips, Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 09, 2015.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 09, 2015 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 8, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 09, 2015 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on election day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on election day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

Early Voting by Personal Appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On election day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. Provisional ballots cast on election day will be cast only on the eSlate electronic voting system to prevent the possibility of paper provisional ballots from being immediately counted via the eScan ballot scanner.

The number of paper ballots printed for election day voting shall be, at a minimum, equal to the same election day turnout as in the last comparable election plus 25 percent of that number, with the final number of ballots ordered per polling place or precinct adjusted upward to end in a number divisible by 50.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Stephen Vickers, Assistant Elections Administrator
Tabulation Supervisor:	Eric Leija, Tarrant County Elections Operations Manager
Presiding Judge:	David Herrington
Alternate Judge:	Emma Allen

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will deliver a copy of these unofficial canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each participating authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or election day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 09, 2015 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 13, 2015.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for election day judges and clerks and election day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an election day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

Each participating authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any

expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining participating authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 09, 2015 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

	Actual #	Billed #	Estimated	Deposit
Political Subdivision	of Polls	of Polls	Cost	Due
City of Arlington	28	14.00	\$64,388	\$48,300
City of Azle	1	0.50	\$4,008	\$3,100
City of Bedford	1	0.50	\$6,933	\$5,200
City of Blue Mound	1	0.50	\$3,134	\$2,400
City of Colleyville	1	0.50	\$5,144	\$3,900
City of Dalworthington Gardens	1	0.50	\$4,715	\$3,600
City of Euless	1	0.50	\$5,557	\$4,200
City of Everman	1	1.00	\$6,494	\$4,900
Town of Flower Mound	1	0.00	\$400	\$400
City of Forest Hill	1	1.00	\$6,714	\$5,100
City of Fort Worth	75	30.50	\$132,780	\$99,600
City of Grapevine	1	0.50	\$4,808	\$3,700
City of Haltom City	2	0.83	\$4,932	\$3,700
City of Haslet	1	1.00	\$10,113	\$7,600
City of Hurst	1	0.50	\$5,876	\$4,500
City of Keller	2	1.00	\$6,714	\$5,100
City of Kennedale	1	0.50	\$5,111	\$3,900
City of Mansfield	3	1.50	\$8,296	\$6,300
City of Pelican Bay	1	0.50	\$3,898	\$3,000
City of Richland Hills	1	0.50	\$5,001	\$3,800
City of River Oaks	1	0.33	\$3,290	\$2,500
City of Saginaw	1	0.50	\$5,001	\$3,800
City of Southlake	1	1.00	\$11,730	\$8,800
City of Watagua	1	0.50	\$5,111	\$3,900
Town of Westlake	1	0.50	\$8,543	\$6,500
Arlington ISD	33	16.00	\$74,903	\$56,200
Birdville ISD	14	4.83	\$31,706	\$23,800
Crowley ISD	18	4.25	\$25,386	\$19,100
Fort Worth ISD	45	13.30	\$66,112	\$49,600
Grapevine-Colleyville ISD	6	1.00	\$9,949	\$7,500
Hurst-Euless-Bedford ISD	10	2.50	\$21,745	\$16,400
Keller ISD	17	3.33	\$400	\$400
Kennedale ISD	6	0.50	\$5,111	\$3,900
Lewisville ISD	1	0.00	\$400	\$400
Mansfield ISD	14	6.00	\$26,248	\$19,700
Tarrant County College	54	17.92	\$96,171	\$72,200
Tarrant Regional Water District	134	59.20	\$263,489	\$197,700
TOTALS		189.00	\$984,726	\$741,000

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2015 been executed by the Tarrant County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2015 been executed on behalf of the **TOWN OF WESTLAKE** pursuant to an action of the **TOWN OF WESTLAKE** so authorizing;

ACCEPTED AND AGREED TO BY THE TARRANT COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Frank Phillips
Elections Administrator

ACCEPTED AND AGREED TO BY THE **TOWN OF WESTLAKE**:

APPROVED:

ATTEST:

LAURA WHEAT, MAYOR

KELLY EDWARDS, TOWN SECRETARY



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Consider approval of **Resolution 15-09** amending the guaranteed maximum price (GMP) of \$8,715,254.93 to \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., approving all construction change orders for the Phase I Westlake Academy Campus Expansion and amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund fund balance to the Westlake Academy Expansion Fund for the Phase I project.

STAFF CONTACT: Troy J. Meyer, Director of Facilities and Parks/Recreation

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: August 1, 2012 **Completion Date:** March 31, 2015

Funding Amount: \$54,328 **Status -** **Not Funded** **Source - General Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The construction of Phase I of the Westlake Academy Campus Expansion Project was approved by the Council in June 2013. Steele & Freeman, the CM at Risk was approved in April 2013. The original guaranteed maximum price was \$8,542,930.00 on May 19, 2014. With the approval of the Town council, the new GMP will be \$8,996,525.84 which includes, but is not limited to, the following change orders (see Exhibit B);

- March 24, 2014- Decrease the GMP by \$111,490 to be used for the low voltage package
- April 28, 2004 -Increased the GMP by \$200,000 West parking lot improvements
- May 19, 2014- \$83,815 increase GMP Smart Board cost

The total cost of all construction change orders is \$466,738.84. The following changes orders had the biggest impact on the overall increase in the GMP:

Crew space under the Multi -purpose hall	\$ 21,500
Support structures AV& Smart boards	110,748
Field house Signage	20,751
Cedar soffits FH	23,970
Downspouts ties	20,116
Landscaping	39,353
Parking improvements	<u>200,000</u>
Total	\$436,438

The final cost of the project is \$11,058,847 which was funded by donations, bond proceeds and the General Fund. The project is over budget by .5% which equates to \$54,328. With the approval of the Town council, these funds will be transferred from the General Fund fund balance to the Westlake Academy Expansion Fund.

RECOMMENDATION AND ATTACHMENTS

Staff recommends amending the guaranteed maximum price (GMP) of \$8,715,254.93 to \$8,996,525.84 (\$281,270.10) with Steele & Freeman, Inc., approving all construction change orders for the Phase I Westlake Academy Campus Expansion and amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund fund balance to the Westlake Academy Expansion Fund for the Phase I project.

Attachments:

Resolution

Exhibit A – AIA document

Exhibit B – Change order log

TOWN OF WESTLAKE

RESOLUTION NO. 15-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AMENDING THE GUARANTEED MAXIMUM PRICE (GMP) OF \$8,715,254.93 TO \$8,996,525.84 (\$281,270.10) WITH STEELE & FREEMAN, INC., APPROVING ALL CONSTRUCTION CHANGE ORDERS FOR THE PHASE I WESTLAKE ACADEMY CAMPUS EXPANSION AND AMENDING THE FY 2014-2015 BUDGET BY TRANSFERRING \$54,328 FROM THE GENERAL FUND, FUND BALANCE TO THE WESTLAKE ACADEMY EXPANSION FUND FOR THE PHASE I PROJECT.

WHEREAS, the Town of Westlake owns and operates the Westlake Academy and provides facilities for Town and Academy use; and

WHEREAS, the construction manager at risk will amend the original guaranteed maximum price (GMP) to effectively provide for the completion of the three story secondary classroom building, one single story field house and the portable buildings; and,

WHEREAS, approving all construction change orders for the Phase I Westlake Academy Campus Expansion project; and

WHEREAS, amending the FY 2014-2015 budget by transferring \$54,328 from the General Fund fund balance to the Westlake Academy Expansion Fund for the Phase I project.; and

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

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

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

SECTION 2: That the Town of Westlake Town Council does hereby authorizing the Town Manager to **AMEND THE ORIGINAL GUARANTEED MAXIMUM PRICE (GMP)** with Steele & Freeman, Inc. for construction manager at-risk services establishing a guaranteed maximum price for the Westlake Academy campus expansion project, attached as *Exhibit "A"*.

SECTION 3: That the Town of Westlake Town Council does hereby approve all construction change orders for the Phase I Westlake Academy Campus Expansion project, attached as *Exhibit "B"*.

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 30th DAY OF MARCH 2015.

ATTEST:

Laura L. Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



Document G701™ – 2001

Change Order

PROJECT (Name and address): Westlake Academy Expansion 2600 J.T. Ottinger Road Westlake, Texas 76262	CHANGE ORDER NUMBER: 004 DATE: February 12, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Steele & Freeman, Inc. 1301 Lawson Road Fort Worth, Texas 76131	ARCHITECT'S PROJECT NUMBER: 13111.00 CONTRACT DATE: June 17, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Please Reference Exhibit "A"

The original Guaranteed Maximum Price was	\$ 8,542,930.00
The net change by previously authorized Change Orders	\$ 172,324.93
The Guaranteed Maximum Price prior to this Change Order was	\$ 8,715,254.93
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 281,270.91
The new Guaranteed Maximum Price including this Change Order will be	\$ 8,996,525.84

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order therefore is October 31, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bennett Benner Pettit Architects + Planners	Steele & Freeman, Inc.	Town of Westlake
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
500 West 7th Street, Suite #1400 Fort Worth, Texas 76102	1301 Lawson Road Fort Worth, Texas 76131	3 Village Circle Drive Westlake, Texas 76262
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Bruce Benner (Typed name)	Michael D. Freeman (Typed name)	
DATE	2/25/2015 DATE	DATE

EXHIBIT "A"

*PC #9: Excavate/Shoring Multi-Purpose Crawl Space & Field House Moisture Conditioning	11,440.00
*PC #11, PCR 05: Sidewalk and Grading Changing Revisions for Accessibility	85,388.99
*PC #12, PCR 03: Subsoil drainage at Field House & Secondary	(5,182.00)
*PC #14, PCR 02: Layout Revisions to the Field House and Ceiling Configurations	8,217.50
*PC #16: Curb at Grid 1 Multipurpose	1,232.00
*PC #18: Hardware Revisions	4,200.00
*PC #19: AV	24,883.69
*PC #21: Downspout tie-in to storm sewer	20,116.00
*PC #24: Climbing Wall	1,058.00
*PC #25: Forbo tackboard, carpet in lieu of polished concrete, tile transitions	5,597.40
*PC #26: Ductwork revisions at Field House per RFI #32	4,500.00
*PC #27: Hardware Revisions per PCR 09	(350.00)
*PC #29: Pavers	16,925.13
*PC #30: Interactive Whiteboard Infrastructure	10,514.00
*PC #33: Lighted lettering to the north and south sided of the Field House	20,751.00
*PC #34: Control smoke fire dampers in mechanical shaft at the Secondary School per RFI	5,245.00
*PC #35: Provide control joint at Field House per ASI 17	1,500.00
*PC #37: Handrail at Field House	4,545.00
*PC #39 Site lighting fixtures (**Fixtures Only***)	9,577.15
*PC #40: Oak trim at third floor smart boards	2,050.00
*PC #41: Additional Landscaping for Secondary School, Multipurpose, Field House	1,196.00
*PC #42: Emergency lights at Multi-Purpose	2,856.00
*PC #43: Cedar soffits and wrap structural trusses at Field House	23,970.00
*PC #45: Revise hardware for Doors 517 and 521A	2,720.00
*PC #48: Metal Soffit Additional Framing	8,890.00
*PC #51: Power to irrigation controllers	439.00
*PC #52: Addn cost for interactive boards	2,383.00
*PC #53: Project Landscaping (Ref. 32 9000)	39,353.67
*PC #54: Change DF at MP to Bottle Filing Station	2,520.00
*PC #55: Change OHD to Electrical Operation	2,990.00
*PC #56: Mods to Door 6114A Hardware	3,477.00
*PC #57: Provide wire covers on sprinkler protection heads FH	505.00
*PC #58: Misc Electrical Changes and Mods	2,935.88
*PC #60: Provide sidewalk at north side of Multipurpose Building to existing walk	1,500.00
*PC #61: Modifications to Sheetrock at roll up doors MP and Stairs SSB	9,105.00
*PC #62: Additional painting at roll up doors and existing building	1,715.00
*PC #63: Install 120V power on roof of the Multipurpose Building	2,100.00
*Credit Stage Lighting Allowance (Line 11 6000)	(15,000.00)
*Credit Underground Electrical Conduit Allowance (Line 33 0005)	(24,500.00)
*Credit Signage & Graphics Allowance	(9,000.00)
*Credit Appliance Allowance (Less 11 4000 Merchandiser and Freezer)	(11,093.50)

Proposed Change Log

OWNER: Town of Westlake
JOB NO : 4610

PROJECT MANAGER: GLENN NOWELL
SUPERINTENDENT: Mark Norman

0	VOIDED	VOIDED:	0.00	APPROVED RFCO'S	466,738.84
0	PENDING	PENDING:	0.00	PENDING RFCO'S	-
48	APPROVED	DAYS PENDING:	0.00	TOTAL APPROVED AND PENDING RFCO'S	466,738.84
0	REJECTED	APPROVED:	466,738.84	TOTAL DAYS ADDED	-
0	INFO REQ'D	REJECTED:	0.00		

PC	DATE SUBMITTED BY SFI	DESCRIPTION	REASON FOR CHANGE	DOLLAR AMOUNT	DAYS ADDED	STATUS	SFI C.O. #	OBRR NO.	SUB C.O. ISSUED?	COMMENTS
9	03/26/14	Under floor Plumbing at Multipurpose and Field house	Design Clarification	11,440.00		Approved		4	y	
10	12/27/14	Lighting Package	Design Clarification	35,738.00		Approved		1	y	
11	03/05/14	Revisions to Site Grading	Owner Request	85,388.99		Approved		4	y	
12	02/18/14	Roof and Subsoil Drains	Drawing Clarification	-5,182.00		Approved		4	y	
13	12/26/14	Pier Reconciliation	Allowance	-58,928.82		Approved		1	y	
14	03/19/14	PCR 02 without electrical		8,217.50		Approved		4	y	
16	03/05/14	Curb at Grid 1 Multipurpose	ASI 04	1,232.00		Approved		4	y	
18	02/18/14	Hardware Revisions	Hardware Submittal Review	4,200.00		Approved		4	y	
19	03/18/14	Support for AV and Security Contracts	Owner Request	24,883.69		Approved		4	y	
21	04/16/14	Downspout Tie ins		20,116.00		Approved		4	y	
22	04/16/14	Parking Lot		200,000.00		Approved		2	y	
23	03/12/14	Reduce Owners Betterment		-88,300.00		Approved		1	y	
24	03/26/14	Climbing Wall		1,058.00		Approved		4	y	
25	04/16/14	Forbo		5,597.40		Approved		4	y	
26	04/16/14	Duct at Field House		4,500.00		Approved		4	y	
27	04/16/14	Hardware Revisions		(350)		Approved		4	y	
29	04/16/14	Pavers		16,925.13		Approved		4	y	
30		Interactive Whiteboard Infrastructure		10,514.00		Approved		4	y	
32	05/16/14	Supply Interactive Whiteboards	Per Owner's Request	83,815.75		Approved		3	y	
33	06/30/14	Lettering at Field House		20,751.00		Approved		4	y	
34	07/02/14	Damper Tie In to Fire Alarm	RFI 50	5,245.00		Approved		4	y	
35	07/02/14	Control Joints at Field House	ASI 17	1,500.00		Approved		4	y	
37	09/08/14	Handrail at Field House		4,545.00		Approved		4	y	
39	09/08/14	Site Lighting		9,577.15		Approved		4	y	
40	09/08/14	Smart Board Trim		2,050.00		Approved		4		
41	11/24/14	Additional Landscaping for Secondary School, Multipurpose, Field House		1,196.00		Approved		4	y	
42	09/17/14	Emergency Fixtures Lobby 700		2,856.00		Approved		4	y	
43	09/24/14	Cedar Soffits at Field House Rev 1		23,970.00		Approved		4	y	
45	09/24/14	Change hardware on doors 517 and 521A		2,720.00		Approved		4	p	



STEELE & FREEMAN, INC.

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

OWNER: Town of Westlake

JOB NO : 4610

Westlake Academy Expansion

PROJECT MANAGER: GLENN NOWELL

SUPERINTENDENT: Mark Norman

Proposed Change Log

0	VOIDED	VOIDED:	0.00	APPROVED RFCO'S	466,738.84
0	PENDING	PENDING:	0.00	PENDING RFCO'S	-
48	APPROVED	DAYS PENDING:	0.00	TOTAL APPROVED AND PENDING RFCO'S	466,738.84
0	REJECTED	APPROVED:	466,738.84	TOTAL DAYS ADDED	-
0	INFO REQ'D	REJECTED:	0.00		

PC	DATE SUBMITTED BY SFI	DESCRIPTION	REASON FOR CHANGE	DOLLAR AMOUNT	DAYS ADDED	STATUS	SFI C.O. #	OBRR NO.	SUB C.O. ISSUED?	COMMENTS
48	10/06/14	Metal Soffit Additional Framing		8,890.00		Approved		4	y	
51	10/30/14	Power for Irrigation		439.00		Approved		4		
52	10/31/14	Additional Electrical work for PC 30		2,383.00		Approved		4	y	
53	10/31/15	Project Landscaping		39,353.67		Approved		4		
54	01/01/15	Change DF at MP to Bottle Filing Station		2,520.00		Approved		4		
55	01/07/15	Change OHD to Electrical Operation		2,990.00		Approved		4		
56	12/22/15	Mods to Door 6114A Hardware		3,477.00		Approved		4		
57	01/09/15	Provide wire covers on sprinkler protection heads FH		505.00		Approved		4		
58	01/09/15	Misc Electrical Changes and Mods		2,935.88		Approved		4		
59	12/22/15	Provide Forbo board at 50% of wall width in classrooms at Secondary School Building		12,000.00		Approved		4		
60	01/12/15	Provide sidewalk at north side of Multipurpose Building to existing walk		1,500.00		Approved		4		
61	02/12/15	Modifications to Sheetrock at roll up doors MP and Stairs SSB		9,105.00		Approved		4		
62	02/12/15	Additional painting at roll up doors and existing building		1,715.00		Approved		4		
63	02/12/15	Install 120V power on roof of the Multipurpose Building		2,100.00		Approved		4		
		Credit Stage Lighting Allowance (Line 11 6000)		-15,000.00		Approved		4		
		Credit Underground Electrical Conduit Allowance (Line 33 0005)		-24,500.00		Approved		4		
		Credit Signage & Graphics Allowance		-9,000.00		Approved		4		
		Credit Appliance Allowance (Less 11 4000 Merchandiser and Freezer)		-11,093.50		Approved		4		



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Planning and Zoning Commission
Monday, January 5, 2015**

**Westlake Town Council Meeting
Monday, March 30, 2015**

TOPIC: Conduct a public Hearing and consider an application for rezoning of the property addressed as 1480 Dove Road, from R-1 “Estate Residential” to PD 6 (A ten lot, “one dwelling per acre density” single-family residential Planned Development.) The property is approximately 10.18 acres and is located on the north side of Dove Road, between the Glenwyck Farms and Terra Bella subdivisions.

STAFF CONTACT: Eddie Edwards, Director of Planning and Development

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	N/A	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: January 5, 2015 **Completion Date:** March 30, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The property is currently zoned R1 “Estate Residential” which requires a minimum lot size of one acre. The property is located between Glenwyck Farms, which is zoned R 1, but was developed as a “one dwelling per acre density” development with 80% of the lots smaller than one acre, and Terra Bella, which is zoned PD 4 and was also developed as a “one dwelling per acre density” development with 75% of the lots less than one-acre. Both neighboring developments do have some lots greater than one acre, and along with the open spaces, they calculate out at approximately .8 and .5 dwellings per acre respectively.

By creating a Planned Development district for this property, the town may impose design standards that exceed those contained in the Code of Ordinances, negotiate Economic Development agreements with the developer that include contributions to Westlake Academy, and include conditions or regulations to address unique situations or the concerns of adjacent property owners.

The developer and has incorporated all of the design standards contained in the Granada PD ordinance into an ordinance to regulate the proposed development. The developer, which will also be the exclusive builder in the development, has increased the minimum home size by 1,000 sq. ft. over that required for Granada.

RECOMMENDATION

Planning and Zoning Commission recommends denial of the application due to lot size.

ATTACHMENTS:

1. Vicinity Map
2. Concept Plan
3. Staff Report

Vicinity Map





SITE DATA:	
TOTAL LOTS:	10
MINIMUM LOT SIZE:	30,000 S.F.
OPEN SPACE:	2.06 AC
LOTS:	6.91 AC
R.O.W.:	1.21 AC
TOTAL ACRES:	10.183 AC

CARLYLE
 EXHIBIT 2: CONCEPT PLAN
 TOWN OF WESTLAKE, TX

DATE: NOV. 17, 2014

Prepared by: Applicant:



TOWN OF WESTLAKE, TX

STAFF REPORT TO PLANNING & ZONING COMMISSION/TOWN COUNCIL

Zoning Change from R1 to PD 6

(a ten lot, one-acre density residential subdivision “Carlyle”)

and Concept plan

I. CASE INFORMATION

Case No. Z -10-01-14

Date: 03-30-2015

Request: Applicant is requesting approval of the following:

Zoning change X From R1 (Single-family residential with minimum lot size of one acre) to PD 6 (Single-family with one lot per acre density)

Concept Plan X

Development Name: Carlyle

Location: Subject property is an approximate 10.18 acre lot generally located north of Dove Road, between the Terra Bella and GLenwyck Farms. It is currently a single-family residence addressed as 1480 Dove Road.

Owner: Greg Kuelbs

Developer: Calais Homes

Zoning: Current: R-1 (8 one- acre residential lots)

Proposed: PD 6 (10 residential lots on 10.18 acres)

Acres: 10.18 not including Dove Road right-of way dedications made when previously platted in to a single lot)

Proposed Uses: Single-family residential. Approximately one (1) dwelling unit per acre gross density with minimum lot size of 30,000 square foot.

II. STAFF REVIEW COMMENTS

1. General

This is a request for approval of a Zoning Change that if approved would allow for the development of 10 residential lots on 10+ acres of land as opposed to the 5 or 6 one-acre lots that could be developed under the current zoning. The permitted uses and design standards contained in the proposed ordinance for this district were created with regulations specifically geared towards giving the Town the ability to ensure that the development will meet the high standards that Westlake has become known for. The District Development Standards for straight zoning residential districts requires 80% Masonry exterior wall surface and regulates setbacks for accessory structures. The Design guidelines in a PD ordinance are open to whatever the town decides is necessary to assure the high quality exterior design and materials typically found in other Town of Westlake developments. The proposed ordinance includes all of the Design guidelines that were put into the recently approved PD 1-3 "Granada" Planned Development.

At build out the development will include approximately \$20,000,000 in improvements that will be added to the ad valorem tax base.

The proposed development will contain ten residential lots all slightly over 30,000 square feet. For comparison purposes the two subdivisions in closest proximity to this site, Glenwyck farms and Terra Bella have lot sizes starting at 35,409 and 40,010 square feet respectively. Eighty percent of the lots in Glenwyck Farms are less than one acre and seventy-five percent of the lots in Terra Bella are less than one acre..

The gross density of the development will be approximately one (1) dwelling per acre compared to Glenwyck Farms at .8 dwellings per acre and Terra Bella at .51 dwellings per acre.

The open space and trail connectivity along with higher development standards incorporated into the Planned Development ordinance should keep the homes in Carlyle relatively close to the same price points as those in Glenwyck Farms and Terra Bella. The developer is anticipating the average home price to be close to \$2,000,000. .

2. Concept Plan

The Concept Plan shows 10 single family lots configured into a residential development with a single cul-de-sac meandering up the middle of the property. This addresses the concerns voiced by some homeowners on adjacent properties about having a roadway running along their back property lines. The development will include two publicly accessible and privately maintained open spaces with water features and trail connections tying into the town trail system.

The staff has also worked with the applicant to establish variation in the front, side and rear setbacks to avoid visual monotony within the development. The preliminary plat will finalize some of these setbacks.

3. Setbacks/Building Lines

	Proposed for PD 6	R1 zoning district	Glenwyck Farms	Terra Bella
Front	40 ft. +/-	40 ft. min.	40 ft. min.	40 ft. min.
Rear	40 ft. +/-	40 ft. min.	40 ft. min.	40 ft. min.
Side	20 ft. +/-	20ft. min.	20 ft. min.	20 ft. min.

4. Conformance with Comprehensive Plan

This application is consistent with the Town’s recently amended Comprehensive Plan, its goals and objectives, and its policies as it relates to land use and site development. The Land Use Plan indicates this property should be Single-family Residential use on lots from 30,000 sq. ft. to 1 acre +.

5. Building Design, Architecture, and Screening

The building design, architectural, and screening regulations contained in the Planned Development ordinance and the Concept Plan were created with the goal in mind of Carlyle appearing at build out as a high end custom home subdivision similar to the high quality development achieved in both the Glenwyck Farms and Terra Bella sub-divisions.

6. Landscaping and Landscape Screening

Common areas. The common areas at both ends of the subdivision will be a combination of preserved natural landscaping in areas of dense tree growth, and newly planted landscaping designed with staggered heights and clustering of plants and trees to break up and soften the view from outside the development. Some elements of the landscaping have not been shown on the Concept Plan but will be included as development progresses and final determination of the best locations can be field approved.

Home sites. Each home site will comply with the Roadway landscape Zone requirements of having six trees per one-hundred linear feet of lot width at the roadway. Additionally they will be required to have Flower beds around all of the foundation and covering twenty percent of the front yards.

7. Landscaping and Screening

Common areas. The common areas at the front and rear of the project will be a combination of preserved natural landscaping and newly planted landscaping to create small, park-like, areas. The developer will install and maintain these areas but they will be publicly accessible. The perimeter walls will be of a design similar to the types used for Glenwyck Farms and Terra Bella, masonry columns with wrought iron fencing.

Home sites. Each home site will comply with the Roadway landscape Zone requirements of having six trees per one-hundred linear feet of lot width at the roadway. Additionally they will be required to have Flower beds around all of the foundation and covering twenty percent of the front yards.

8. Parking

The ordinance requires three covered parking spaces per dwelling. Garages may not face the street unless further back from the street than the side-facing garage.

9. Fire Lanes

Because this sub-division will only have a single entrance it was assessed by the Fire Marshal and determined if a second emergency access road would be needed. It was determined that the roadway was within the length limitations to allow a single point of access.

10. Access/Streets/Thoroughfare Plan

The primary entrance and exit for the sub-division will be off of Dove Road which is classified as a Major Collector on the Thoroughfare plan. The internal roadway will be privately owned and maintained by the HOA. .

11. Street/Highway Right-of-Way Dedication Requirements

No additional right-of-way dedication is required for this project.

12. Pedestrian Circulation

Pedestrian circulation and connectivity with the Town's network of trails will be accomplished with the Public Open Space trails. The applicant's Concept Plan indicates that the subject site, although gated to limit vehicular access, will be accessible to pedestrians.

13. Lighting

Compliance with all Town of Westlake ordinances as well as the International Dark Skies design guidelines is required for this PD. All lighting plans will be submitted to and reviewed/approved by staff prior to installation.

14. Tree Mitigation

A tree mitigation plan will be submitted and will be reviewed by Town staff for compliance with Town ordinances. Approval of this Concept Plan is not granting approval of the tree mitigation plan.

15. Signage

The signage shown on the approved concept plan will be the only signage allowed other than signs specifically permitted for residentially zoned properties by other Town ordinances.

16. Utilities (including on and off-site extensions and easement dedications)

Water and sewer utilities for this site are provided by the Town of Westlake. Off-site water and sewer line extensions to serve the site are the responsibility of the developer. All on-site electric utility lines, new or existing, will be placed

underground. All exclusive franchise utility easements shall be identified on the preliminary plat and must be approved by the Town.

17. Storm water retention and detention

The drainage plans that will be submitted with the Preliminary Plat will detail how they will be able to develop the sub-division and, through retention, detention, and other design features, have the same or lower rate of flow after development and build-out than is being experienced today or make provisions to handle the increased flow without negatively impacting downstream properties. Town engineers will confirm their calculations prior to permitting any infrastructure improvement work permits

18. Park Land Dedication

The Park Land Dedication requirement for a residential development is one acre of Park Land for every thirty dwelling units. The development being 10 lots will be required to dedicate one-third of an acre for Park Land. The concept plan shows 2.06 acres of open space of which the majority will be publicly accessible and will be connected to the town’s trail system so the Open Space on the Concept Plan qualifies to meet the Park Land Dedication requirements.

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III. STAFF RECOMMENDATIONS

Staff recommends approval of this Zoning Change and Concept Plan as submitted with the following stipulations:

- 1. Developer Agreement** A Developer Agreement shall be approved prior to the commencement of construction activities related to the development of the sub-division.
- 2. Tree Mitigation:** Tree mitigation will be in compliance with Town ordinances and addressed prior to acceptance of the sub-division and issuance of building permits unless otherwise stipulated in a Developer’s Agreement.
- 3. Park Land Dedication:** The Park Land Dedication requirement for a residential development is one acre of Park Land for every thirty dwelling units. The development being 10 lots will be required to dedicate one-third of an acre for Park Land. The concept plan shows 2.06 acres of open space of which the

majority will be publicly accessible and will be connected to the town's trail system so the Open Space on the Concept Plan qualifies to meet the Park Land Dedication requirements.

4. **Sequencing of improvements:** All infrastructure improvements both internal and external to the project along with all landscaping and improvements located within the open spaces and the right-of-way along Dove Road shall be completed prior to acceptance of the sub-division.

TOWN OF WESTLAKE

ORDINANCE NO. 746

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS TO AMEND THE ZONING FOR AN APPROXIMATELY 10.18 ACRE TRACT OF LAND KNOWN AS 1480 DOVE ROAD, GENERALLY LOCATED IN TARRANT COUNTY, TEXAS; FROM THE USES PERMITTED IN THE "R1 ESTATE RESIDENTIAL" DISTRICT TO PD 6, A SINGLE FAMILY RESIDENTIAL DISTRICT WITH A DENSITY OF ONE DWELLING UNIT PER ACRE, ALONG WITH THE CUSTOMARY ACCESSORY USES; DEFINING CERTAIN TERMS; DESCRIBING AND INTERPRETING THE PD CONCEPT PLAN; REGULATING PERMITTED USES, HEIGHT, LOT SIZES, BUILDING LINES, BUILDING DESIGN, MINIMUM FLOOR AREA, PARKING, LANDSCAPING, DRAINAGE AND OTHER DEVELOPMENT STANDARDS AND; PROVING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, on August 24, 1992, the Town Council adopted a Comprehensive Plan (the "1992 Comprehensive Plan") for the Town; and

WHEREAS, on November 16, 1992, the Town Council (sometimes referred to as the "Council") of the Town of Westlake, Texas (the "Town"), adopted a Comprehensive Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, the Zoning Ordinance has been amended by the Council after receiving recommendations from the Planning and Zoning Commission (the "Commission"); and

WHEREAS, on September 15, 1997, based on the recommendations of the Commission, the Town Council amended the Zoning Ordinance and the subdivision regulations by the adopting of a Unified Development Code (the "UDC") for the Town; and

WHEREAS, there is located within the corporate limits of the Town an approximately 10.18-acre tract of land (commonly known 1480 Dove Road, being the property located on the north side of Dove Road between the Glenwyck Farms and Terra Bella subdivisions: and

WHEREAS, because of the size, location, and natural features of the property the Town's need for public infrastructure, amenities, and services, the Town has a critical interest in the development of the property and is encouraging such development to the highest possible standards of quality consistent with the Town's long-term development vision; and

WHEREAS, because further urban growth throughout the region, and other changed conditions that affect the region, the Town believes there are unique and significant opportunities for residential uses upon this property that will be consistent with the Town's long-term development vision; and

WHEREAS, the suitability of the Planning Area for such planned uses can be enhanced through modifications to the development regulations governing the Planning Area, including modifications to the zoning, subdivision and other standards otherwise applicable under the UDC; and

WHEREAS, the economic development and land use planning objectives of the Town will be furthered by the establishment of such planned development district; and

WHEREAS, the Commission and Council held public hearings upon the application of Calais Homes, to establish PD6 and amend the zoning regulations for the approximately 10.18-acre tract of land to a "PD" Planned Development District with single-family residential uses on January 5th and January 26th of 2015, after written notice of such hearings having been sent to owners of real property being within 200 feet of the property and notice being published in a newspaper of general circulation in the Town, all in accordance with law; 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 1992 Comprehensive Plan, the Thoroughfare Plan, and Open Space Plan, all as amended; and

WHEREAS, upon considering the recommendation, for denial, by the Planning and Zoning Commission, 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.

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

SECTION 1: That the recitals set forth above are hereby incorporated herein, adopted by the Town and declared to be true and correct.

SECTION 2: That the Comprehensive Zoning Ordinance of the Town of Westlake, Texas, Ordinance No. 202, as amended, is hereby amended by this PD Ordinance, from R1 to PD 6, the subject property described in **Exhibit 1** attached hereto by reference for all purposes. This Planning Area will be subject to the concept plan, development standards and other regulations attached hereto as **Exhibit 2**.

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 unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such 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 unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4: That all provisions of this Ordinance not hereby amended shall remain in full force and effect.

SECTION 5: 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 6: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Westlake, and upon conviction shall be punishable by a fine not to exceed the sum of Five Hundred (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS 30th DAY OF MARCH 2015.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBIT 2
PD 6
ONE ACRE DENSITY
SINGLE FAMILY RESIDENTIAL

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EXHIBIT 2 PD Concept Plans

ARTICLE I. GENERAL PROVISIONS

SECTION 1 SHORT TITLE

This ordinance shall be known and may be cited as the "Planned Development 7, Single-Family Residential Planned Development Zoning District Ordinance." or simply as the "PD 6 Ordinance".

SECTION 2 PURPOSES

This PD Ordinance is adopted to provide for a superior design of lots or buildings; to provide for single-family residential development of the property similar to and compatible with the neighboring residentially zoned properties.

SECTION 3 GENERAL DEFINITIONS

Section 3.1 Usage For purposes of this PD Ordinance, certain numbers, abbreviations, terms, and words shall be used, interpreted and defined as set forth in this Section. Other terms and words are defined elsewhere in this PD Ordinance. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense, and words used in the plural include the singular. The word "shall" will be interpreted as mandatory, and the word "may" as permissive.

Section 3.2 Words and Terms Defined

Applicable Town Ordinances means the UDC and all other ordinances, rules, and regulations that are adopted by the Council and that are applicable to development within the PD District or Planning Area.

Council means the Town Council of the Town of Westlake, Texas.

Commission means the Planning and Zoning Commission of the Town of Westlake, Texas.

Floor area ratio (FAR) means the ratio of floor area to lot area. Floor area means the total area of all floors of all buildings on a lot or unified development site measured between the outer perimeter walls of the buildings excluding (i) area in a building or in a separate structure (whether below- or above-grade) used for the parking of motor vehicles, (ii) courts or balconies open to the sky, and (iii) roof area used for recreation. Lot area means the gross site area excluding only (a) public roadways shown on the PD Concept Plans, (b) public hike, bike, and equestrian trails shown on the PD Concept Plans; and (c) the Town edge landscape zone.

Masonry means brick, stone, cast stone, concrete, glass block, split-face concrete masonry unit, or other masonry materials approved by the Town.

PD Concept Plan means any one or more of the drawings attached to this Ordinance and labeled "PD Concept Plan" (all of which plans are deemed part of the PD Concept Plan and this PD Ordinance).

PD District means the planned development zoning district or Planning Area established or amended by this PD Ordinance.

PD Ordinance means this planned development zoning district ordinance, including the PD Concept Plan.

Planning Area means an area within a Planned Development zoning district, the boundaries of which have been approved by the Town, which may have Permitted Uses and Development Regulations that are only applicable to the Planning Area.

Town means the Town of Westlake, Texas.

Town Manager means the Town Manager of the Town of Westlake or his/her designee.

UDC means the Town's Unified Development Code, or the development related chapters of the Code of Ordinances as amended.

SECTION 4 APPLICABILITY OF EXISTING REGULATIONS

Section 4.1 Applicable Town Ordinances

Except to the extent provided by the PD Concept Plan and this PD Ordinance, development within the PD 6 Planning Area shall also be governed by the Applicable Town Ordinances for the R-1 Zoning District. In the event of any conflict between (i) the PD Concept Plan and this PD Ordinance, and (ii) the Applicable Town Ordinances, the terms, provisions and intent of the PD Concept Plan and this PD Ordinance shall control. Except as provided below, in the event of any conflict between the UDC and the Applicable Town Ordinances, the terms, provisions and intent of the UDC shall control.

Section 4.2 General Approval Criteria

To the extent, if any, that the Applicable Town Ordinances (and, in particular, the subdivision regulations of the UDC) grant to the Council, the Commission, the Town Planner, or any other Town employee or consultant, the authority to approve any aspect of development within the PD District (including, but not limited to, preliminary or final plats or any aspect thereof or any agreements or permits related thereto) based on conformity with the Town's Comprehensive Plan, Open Space Plan or Thoroughfare Plan, Master Water and Sewer and Master Drainage Plans (or with the objectives, goals or policies of such plans), then such authority shall be exercised to the extent necessary to determine whether the aspect of development being approved is consistent with the PD Concept Plan, this PD Ordinance, and the objectives, goals, and policies of such plan and ordinance.

SECTION 5 CONCEPT PLAN, DEVELOPMENT PLANS, AND SITE PLANS.

Section 5.1 PD Concept Plan The PD Concept Plan attached to this PD Ordinance consists of drawings generally labeled as follows: (1) "Concept Plan". (2) "Open Space and Trail improvements." (3) "Perimeter Wall Plan." Except as otherwise provided by this PD Ordinance, each of these drawings is a part of this PD Ordinance, and all graphic depictions contained on such drawings are considered "regulatory" standards.

A. PD Concept Plan limits The drawing labeled "Concept Plan" identifies the general boundaries of the PD 6 zoning district. Any information shown on this drawing that is outside the boundaries of the PD 6 Planning Area is not considered part of the PD Concept Plan or this PD Ordinance and does not bind or otherwise affect development within the PD 6 Planning Area other than for the purposes of alignment of improvements with existing off-site improvements.

Section 5.2 PD Development Plans A PD Development Plan is not typically required for single-family residential developments.

Section 5.3 PD Site Plans A PD Site Plan is not typically required for single-family residential developments.

SECTION 6 PARK LAND DEDICATION REQUIREMENTS

Park Land Dedication requirements shall be in accordance with Town ordinances and shall be met prior to filing of Final Plats.

SECTION 7 TREE MITIGATION REQUIREMENTS

Tree Mitigation requirements shall be in accordance with Town ordinances and shall be met prior to the filing of Final Plats.

SECTION 8 DUCT BANK REQUIREMENTS

The Developer shall install a Duct Bank system throughout the subdivision as required by Town ordinances. The home builder shall tie into the Duct Bank prior to the Final Inspections or Certificate of Occupancy approval.

ARTICLE II. USES

SECTION 1 LAND USE SCHEDULE

Buildings, structures, and land within the PD 6 zoning district shall be used only in accordance with the uses permitted in the following "Land Use Schedule". The symbol "X" shall mean that the use is permitted as a principal use by right. The symbol "S" shall mean that the principal use is permitted only after first obtaining a "Specific Use Permit" as set forth in the UDC. The symbol "A" shall mean that this use is specifically permitted as an accessory use to a main use (this does not exclude other land uses which are generally considered accessory to the primary use). A blank square shall mean that the use is not allowed by right as a principal or accessory use.

PD 6 – SINGLE FAMILY RESIDENTIAL LAND USE SCHEDULE

PERMITTED USES	
X=Permitted, A=Accessory Use, S=SUP	
RESIDENTIAL USES	
Single Family Detached	X
Single Family Zero Lot Line	
Single Family Attached	
Duplex	
Home Occupation (1)	X
Servants/Caretakers Quarters	A
Temporary Accommodation for Employees/Customers/Visitors	A
Swimming Pool (Private)	A
Detached Garage (Private)	A
Sport/Tennis Courts (Private unlit)	A
Sport/Tennis Courts (Private lighted)	S
INSTITUTIONAL and GOVERNMENTAL USES	
Emergency Ambulance Service	X
Post Office (Governmental)	X
Telephone, Electric, Cable, and Fiber Optic Switching Station	X
Electrical Substation	S
Utility Distribution Lines ²	X
Water and Sewage Pumping Station (below grade)	X
Water and Sewage Pumping Station (above grade)	X
Water Storage Tank and Pumping System (Elevated or Above Grade)	X

PERMITTED USES	
X=Permitted, A=Accessory Use, S=SUP	
Water, Sewer, Electric, and Gas Meters	X
Electric Transformers	X
Private Streets/Alleys/Drives	X
Child Daycare (Private; 7 or more)	S
Government Building	X
Police Station	X
Fire Station	X
AMUSEMENT/RECREATION	
Park or Playground (Public or Private)	X
Satellite Dish	S
Non-Commercial Radio Tower	S
Recreation Center (Private)	X
Hike, Bike, and Equestrian Trails (Public or Private)	X
Temporary Sales Office (3)	X

NOTES:

1. As defined by Chapter one of the Town of Westlake Code of Ordinances.
2. Including water, sewer, electric, gas, cable, telephone, fiber optic, and other public and private utility distribution lines.
3. Limited to period of construction.

SECTION 2 ACCESSORY USES AND STRUCTURES

An accessory use or structure which is customarily incidental to the principal use or structure, and is located on the same lot or tract of land, shall be permitted as an accessory use without being separately listed as a permitted use.

ARTICLE III. DEVELOPMENT STANDARDS

SECTION 1 DENSITY

~~The Gross Density allowed shall be one (1) residential lot per acre of land. Gross Density is defined in Chapter 1 of the Code of Ordinances as: *Density, gross*. The words "density, gross" shall mean density in floor area ratio or dwelling units per acre, inclusive of roadway right-of-way and dedicated public parks and open space~~
A maximum of 10 single-family residential lots may be allowed in this PD district..

SECTION 2 MINIMUM LOT SIZE

The minimum lot size shall be 30,000 square feet.

SECTION 3 MINIMUM LOT WIDTH

The minimum lot width shall be 90 feet measured at the building line.

SECTION 4 MAXIMUM BUILDING HEIGHT

Section 4.1 Maximum Building Height. The maximum height for all structures located on residential lots shall be two and one-half stories or 28 feet measured to the mid-span of the highest roof span.

Section 4.2 Exceptions to Height Limitations. The height limits imposed above shall not apply to (a) chimneys and vent stacks, cupolas, or other architectural features that are not intended for occupancy or storage; (b) flag poles and similar devices; or (c) structures shown on the approved concept plan.

SECTION 5 MINIMUM BUILDING SIZE

The minimum building size shall be 4,000 square feet for single story houses and 5,000 square feet for two story houses.

SECTION 6 LOT COVERAGE

The footprint of the main level of each residence shall not exceed ~~30~~36% of the entire area of the lot. Footprint shall not include porches, patios, or other unenclosed areas.

SECTION 7 FRONT YARD SETBACKS

The minimum front yard shall be 40 feet. The Town Manager or his/her designee may approve a reduction of the required setback or may require an increase in the required setback by a maximum of ten (10) feet to avoid monotony or to accommodate unique site conditions including the preservation of old growth trees.

SECTION 8 REAR YARD SETBACKS

The minimum rear yard shall be 40 feet. The Town Manager or his/her designee may approve a reduction of the required setback by a maximum of ten (10) feet to avoid monotony or to accommodate unique site conditions including the preservation of old growth trees.

SECTION 9 SIDE YARD SETBACKS

The minimum side yard shall be 20 feet. The Town Manager or his/her designee may approve a reduction of the required setback by a maximum of five (5) feet to accommodate unique site conditions including the preservation of old growth trees.

SECTION 10 SLOPE REQUIREMENTS

The height of non-residential structures within the PD District shall be shown and approved as part of the Concept Plan.

SECTION 11 SIGNAGE REQUIREMENTS

Section 11.1 Signs The UDC and the Westlake Code of Ordinance shall govern all signage other than signage shown on the approved Concept Plan

Section 11.2 Exceptions to sign regulation. Signs shown on the approved Concept Plan are exempt from regulation in the UDC.

SECTION 12 LANDSCAPE REQUIREMENTS

Section 12.1 Landscape requirements for residential home sites.

1. Shrubs or flower beds shall be located in flower beds along the foundation line of all structures, except where paving is adjacent to the structure, and must extend away from the foundation a minimum of five (5) feet. No more than seventy-five percent (75%) of the landscaped area of a front yard may be covered by grass.
2. The landscape requirements of the Roadway Landscape Zones contained within the UDC are applicable to all residential lots within this Planning Area.

Section 12.2 Landscape requirements for Common Areas

1. Landscaping shown in the common areas on the Concept Plan shall be installed and maintained by the Developer or the Home Owners Association.

SECTION 13 LIGHTING STANDARDS

All exterior lighting shall be subdued and indirect and comply with Town ordinances as well as follow Dark Skies Design Guidelines. Nuisance lighting and or glare must be avoided. THE OBJECTIVE OF THE REGULATION OF OUTDOOR LIGHTING IS TO PRESERVE THE NIGHT TIME DARK SKY BY MIMIMIZING THE AMOUNT OF EXTEROR LIGHTING. TO UTILIZE LOW INTENSITY INDIRECT LIGHT SOURCES TO THE EXTENT

REQUIRED FOR SAFETY AND SUBTLE DRAMA, TO ACHIEVE OUTDOOR LIGHTING OF PLANT MATERIALS WITH HIDDEN LIGHT SOURCES. THE TOWN OF WESTLAKE SUPPORTS THE “DARK SKY” PHILOSOPHY AND HAS ADDITIONAL OUTDOOR LIGHTING REGULATIONS IN THE CODE OF ORDINANCES.

Section 13.1 Street lighting. Street Lighting shall be located at all corners and intersections. Lights shall be low pedestal type fixtures with fully shielded light sources as approved by the Town.

Section 13.2 Outdoor lighting regulations. The Outdoor Lighting regulations contained in the UDC are applicable to this Planning Area with the following additions:

1. Up-lighting shall be limited to lighting landscaping elements and shall be limited to 25 watt incandescent or equivalent lumens.
2. Building walls shall not be illuminated and light from landscape lighting may not illuminate building walls higher than four (4) above grade.
3. Floodlights are prohibited. Except as allowed in the UDC.
4. All light sources must be fully shielded from view from adjacent property or right-of-ways. Light sources of 25 watts incandescent or equivalent may be shielded with frosted or opaque glass.

SECTION 14 BUILDING DESIGN ELEMENTS

Section 14.1 Architectural Control Committee. An Architectural Control Committee shall be established that has approval authority over house designs prior to submittal for permitting. The committee shall have three voting members with at least one member appointed by the Town Manager and at least one member appointed by the developer. The member appointed by the Town Manager may approve minor variances to any of the Building Design Elements if he/she feels that the intent of the ordinance has been met.

Section 14.2 Roofs. Roofing materials shall be limited to concrete or clay tile, slate, ~~architectural or laminated 35-year warrantied composite shingles~~, standing seam metal (as accent roof projections not exceeding 200 sq. ft.) or other materials with similar appearance if approved by the Town. No more than two houses on adjacent lots, fronting on the same street, may have the same type and color roof material. No more than two houses on adjacent lots may have the same roof pitch unless one or both roofs have multiple pitches.

Roof slope for the main structure and garage shall have a minimum roof pitch of 8:12, unless otherwise approved by the Architectural Control Committee. This minimum pitch shall be used on all roofs except Tuscan and Mediterranean style homes which can have a minimum of 4:12 roof pitch.

Roof design shall include offsets and dormers to break up large expanses of roof area.

Section 14.3 Exterior Walls. Exterior walls shall have horizontal and vertical articulation or architectural features on all elevations.

Acceptable exterior wall materials:

Brick - as an accent limited to 30% of the exterior wall.

Stone

Cast Stone

Stucco – ¾ inch thick minimum and limited to 30% Except Tuscan and Mediterranean style homes may have up to 100%.-

Note: Siding of any type is prohibited for use on walls or chimneys.

Exterior wall ~~coverings~~ materials shall make changes at inside corners only. Every elevation shall have a minimum of two wall materials or textures. Single wall covering materials may be approved if architectural features, wall offsets, and enhanced trim around openings are utilized to limit continuous blank wall areas.-

Walls shall not exceed thirty feet in length without an offset of two (2) feet or more unless the wall area is broken up by architectural elements such as ornate masonry work, changes in construction material, or openings for windows or doors that are trimmed and recessed a minimum of three (3) inches.

Section 14.4 Parking. Every house must have a minimum of three enclosed parking spaces.

Section 14.5 Exterior doors and windows. All doors and windows other than those within court yards shall be recessed a minimum of three inches.

Windows shall be wood and those visible from off-site shall have mullions or muntins.

Primary Entry Doors shall vary in design from house to house. If the same door is used on houses within the same block, trim, accents or other architectural enhancements shall be used to create a diverse appearance and maintain the appearance of a custom home neighborhood.

Garage doors shall be made of sectional wood or be wood clad. Aluminum or fiberglass doors are prohibited.

Garage doors shall be recessed a minimum of six inches.

Front facing garage doors are allowed if located further back on the lot than the side-facing garage portion, are in a motor court setting, and behind a gate that extends over the driveway.

Section 14.6 Mechanical equipment screening All mechanical equipment and pool equipment shall be completely screened from view from adjacent properties or right-of-way. Screening may include landscaping provided the plant sizes are sufficient to provide seventy-five percent screening at building final.

Section 14.7 Accessory buildings Architectural design, wall coverings and roof materials for accessory structures shall be similar to those used on the primary structure

Section 14.8 Driveways and sidewalks All driveways and sidewalks and parking areas shall be made of concrete, stone or pavenstone. Concrete shall have an exposed aggregate finish, salt finish, or be stamped and stained. All paving shall be a minimum of one foot from any adjacent property line.

Section 14.9 Fencing and gates. All fencing shall be masonry or decorative metal. Posts shall have decorative caps.

SECTION 15 UTILITIES AND DRAINAGE

Section 15.1 Utilities offsite. Water and sewer utilities for this site are provided by the Town of Westlake. Off-site water and sewer line extensions as well as drainage improvements needed to serve the site are the responsibility of the developer.

Section 15.2 Franchise Utilities. All on-site electric utility lines, new or existing, shall be placed underground. All above grade equipment approved by the Town to be placed above grade shall be screened from view as approved by the Town. All exclusive franchise utility easements shall be identified on the preliminary plat and must be approved by the Town.

Section 15.3 Drainage. The post development drainage run-off quantities leaving the site shall not exceed pre-development drainage run-off quantities. This section is applicable to the subdivision as a whole and to any portion of a buildable lot that drains on to or across another buildable lot. Drainage inlets and outfalls shall be designed to appear natural and not engineered.

Exception: Lot to lot drainage run-off is not limited if it is contained within underground piping.

ARTICLE IV. FIGURES

ARTICLE V. EXHIBITS

EXHIBIT 1-A Legal Description of PD District

EXHIBIT 1- B Boundary Map

EXHIBIT 2 Concept Plan

EXHIBIT 3 Wall and Landscape Plan

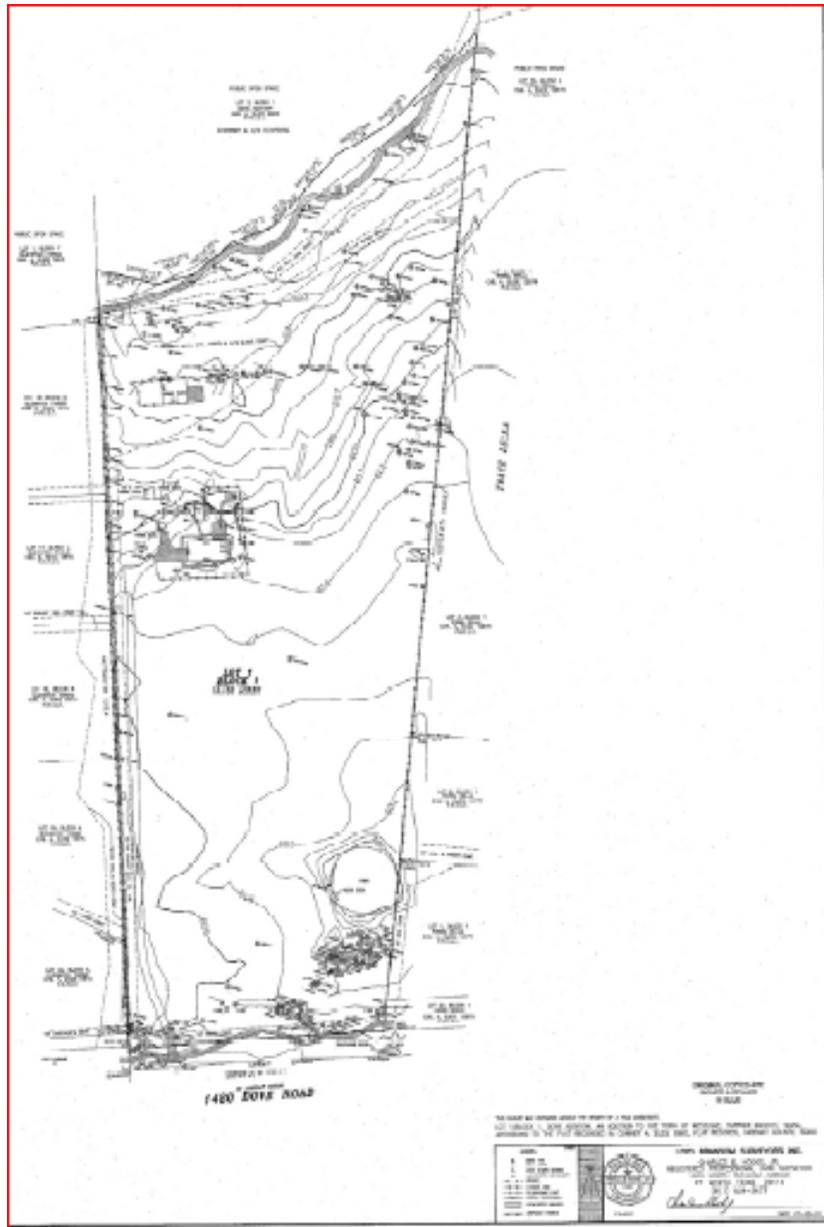
EXHIBIT 4 Entrance

EXHIBIT 1- A Legal Description of PD District

DOVE ADDITION-WESTLAKE
Block: 1 Lot: 1

Town of Westlake, Tarrant County, Texas

EXHIBIT 1-B Boundary Map





SITE DATA:

TOTAL LOTS:	10
TOTAL LOT SIZE:	20,000 S.F.
OPEN SPACE:	2,000 AC
LOTS:	6.91 AC
R.O.W.:	1.21 AC
TOTAL ACRES:	10.183 AC

CARLYLE
EXHIBIT 2: CONCEPT PLAN
 TOWN OF WESTLAKE, TX

DATE: NOV. 17, 2014

Prepared by:



Applicant:



Town of Westlake

Item # 5 – Executive Session

EXECUTIVE SESSION

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- 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). Carlyle Development
- c. Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Town of Westlake Certificate of Convenience & Necessity (CCN) for water and sewer service.
- d. Section 551.071(2) Consultation with Attorney - to seek advice of counsel on legal matters involving pending or contemplated litigation, settlement offers, or other legal matters not related directly to litigation or settlement. Pending or contemplated litigation and settlement offers include but are not limited to the following: Trophy Club Municipal District Number 1
- e. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Legal issues concerning the proposed Comprehensive Plan.

Town of Westlake

Item # 6 – Reconvene
Meeting

Town of Westlake

Item # 7 – Take any Necessary Action, if necessary

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

- a. 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). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- 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). Carlyle Development
- c. Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Town of Westlake Certificate of Convenience & Necessity (CCN) for water and sewer service.
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- e. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Chapter including but are not limited to the following: Legal issues concerning the proposed Comprehensive Plan.

Town of Westlake

Item #8 - 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 of Westlake

Item # 9 – Council Calendar

- ✓ Westlake Municipal Offices closed in observance of Good Friday
Friday, April 3, 2015
*Academy is in session due to Bad Weather Make-Up Day
- ✓ Coffee & Conversation with the Mayor
Monday, April 6, 2015; 8 – 9:30 a.m.
Marriott Solana – Living Room
- ✓ Westlake MasterWorks Spring Concert
Thursday, April 9, 2015; 7 – 8:00 p.m.
Solana's Village Circle Courtyard
[Limelight](#) – regional favorite, high energy variety band
- ✓ Westlake Historical Preservation Society History Marker Dedication Day (Circle T Ranch marker)
Saturday, April 11, 2015; 1:00 p.m.
Southside of Circle T Ranch, along Dove Road – just west of Vaquero and the pedestrian underpass.
- ✓ WA Board of Trustees Workshop & Meeting
Monday, April 13, 2015
Westlake Town Hall in Solana – Council Chambers/Courtroom
- ✓ Westlake Academy Foundation "[Run the Ranch](#)" 5K & 1K fun run/walk
Saturday, April 18, 2015; Begins at 8:00 a.m. with walk-up registration at 7:30 a.m.
Coarse runs through the Circle T Ranch in Westlake; Returns after a 10 year hiatus!
- ✓ Westlake MasterWorks Spring Concert
Thursday, April 23, 2015; 7 – 8:00 p.m.
Solana's Village Circle Courtyard
[Brave Combo](#) – 2x Grammy winning band from Denton, TX!

- ✓ Westlake Annual Arbor Day Celebration – Tree City USA 14th Year in a row!
Saturday, April 25, 2015; 3 – 7:00 p.m.
Town Park in Glenwyck Farms

Future Dates to Note/Calendar:

- ✓ WHPS Annual Decoration Day
Monday, May 25, 2015
- ✓ WA Secondary Award Ceremony; 2015 Baccalaureate and Alumni Walkway Ceremony;
Senior Banquet
Friday, May 29, 2015
- ✓ WA Annual Year End All School Picnic
Friday, June 5, 2015
- ✓ WA Commencement Ceremony – Hilton Dallas/Southlake Town Square
Saturday, June 6, 2015; 2:00 p.m.

Town of Westlake

Item # 10 – Adjournment

Back up material has not
been provided for this item.
