

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

June 15, 2015

**3 VILLAGE CIRCLE, SUITE 202
2ND FLOOR, COUNCIL CHAMBER
WESTLAKE, TX 76262**

Workshop Session: 5:00 p.m.

Regular Session: 6:30 p.m.

Mission Statement

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

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

Work Session

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. REVIEW OF CONSENT AGENDA ITEMS FOR THE JUNE 15, 2015, TOWN COUNCIL REGULAR MEETING AGENDA. (10 min)

4. 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. Report regarding change in the status of the Drought Contingency Plan

5. DISCUSSION ITEMS

- a. Discussion regarding a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town's Recently Adopted New Comprehensive Plan. (15 min)
- b. Discussion regarding the Appointment and Reappointment of members to Various Affiliate Boards and the Planning & Zoning Commission. (15 min)
- c. Present Survey Data regarding the implementation of a Smoking ordinance. (15 min)
- d. ***Standing Item:*** Update and discussion regarding the Granada Development.
- e. ***Standing Item:*** Update and discussion regarding the Entrada Development.

6. 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites

7. RECONVENE MEETING

8. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.
9. COUNCIL RECAP / STAFF DIRECTION
10. 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 May 18, 2015, meeting.
 - b. Consider approval of the minutes from the May 18, 2015, special meeting to Canvass the May 9th General Election.
 - c. Consider approval of **Resolution 15-13**, Approving an Agreement for \$118,612.00 with Child's Play, Inc., to install new Playground Equipment at the Westlake Academy Campus and Authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.
 - d. Consider approval of **Resolution 15-14**, Approving a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town's Recently Adopted New Comprehensive Plan.
 - e. Consider approval of **Resolution 15-15**, Authorizing the Town Manager to Execute an Advanced Funding Agreement with the Texas Department Of Transportation for Construction of a Traffic Signal at the FM1938 (Davis Boulevard) and Solana intersection.
4. **DISCUSSION AND CONSIDERATION OF A RESOLUTION 15-16, REAPPOINTING AND APPOINTING MEMBERS TO THE 4B ECONOMIC DEVELOPMENT BOARD; PLANNING AND ZONING COMMISSION; TEXAS STUDENT HOUSING AUTHORITY BOARD OF DIRECTORS; THE TEXAS STUDENT HOUSING AUTHORITY; THE TEXAS STUDENT HOUSING CORPORATION – DENTON PROJECT; AND THE WESTLAKE ACADEMY FOUNDATION; AND WESTLAKE HISTORICAL PRESERVATION SOCIETY.**
5. **PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE, APPROVING A ZONING CHANGE FROM R 1 "ESTATE RESIDENTIAL" TO PD-6 "PLANNED DEVELOPMENT - SINGLE-FAMILY RESIDENTIAL DISTRICT KNOWN AS**

WESTLAKE MEADOWS.” THE SUBJECT PROPERTY IS APPROXIMATELY 8.8 ACRES LOCATED EAST OF SAM SCHOOL ROAD AND NORTH OF THE TOWN LIMITS, FURTHER DESCRIBED AS TRACTS 7A1.7A1A1, 7A2, AND 7B OF THE RP ESTES SUBDIVISION, AND TRACTS 1A, AND 1A1 OF THE JAMES B MARTIN SURVEY.

- 6. PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION TO APPROVE A PRELIMINARY PLAT FOR APPROXIMATELY 8.8 ACRES LOCATED EAST OF SAM SCHOOL ROAD AND NORTH OF THE TOWN LIMITS, FURTHER DESCRIBED AS TRACTS 7A1.7A1A1, 7A2, AND 7B OF THE RP ESTES SUBDIVISION, AND TRACTS 1A, AND 1A1 OF THE JAMES B MARTIN SURVEY.**
- 7. PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE 750, APPROVING A ZONING CHANGE AMENDING THE PLANNED DEVELOPMENT REGULATIONS PLANNING AREA 1 OF THE PD1 ZONING DISTRICT (PD1-1). THE PROPERTY IS LOCATED ON BOTH SIDES OF SOLANA PARKWAY AND WEST OF HWY 114, AND IS COMMONLY KNOWN AS THE SOLANA OFFICE PARK.**
- 8. PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE 751, AMENDING THE PLANNED DEVELOPMENT SITE PLAN FOR PLANNING AREA 1 OF THE PD1 ZONING DISTRICT (PD1-1). THE PROPERTY IS LOCATED ON BOTH SIDES OF SOLANA PARKWAY AND WEST OF HWY 114, AND IS COMMONLY KNOWN AS THE SOLANA OFFICE PARK.**
- 9. 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- 10. RECONVENE MEETING**
- 11. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.**
- 12. 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.

13. COUNCIL CALENDAR

14. 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, June 10, 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 – Pledge of Allegiance

Texas Pledge:

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

Town of Westlake

Item # 3 – 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.

- a. Consider approval of the minutes from the May 18, 2015, meeting.
- b. Consider approval of the minutes from the May 27, 2015, meeting.
- c. Consider approval of **Resolution 15-13**, Approving an Agreement for \$118,612.00 with Child's Play, Inc., to install new Playground Equipment at the Westlake Academy Campus and Authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.
- d. Consider approval of **Resolution 15-14**, Approving a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town's Recently Adopted New Comprehensive Plan.
- e. Consider approval of **Resolution 15-15**, Authorizing the Town Manager to Execute an Advanced Funding Agreement with the Texas Department Of Transportation for Construction of a Traffic Signal at the FM1938 (Davis Boulevard) and Solana intersection.

Town of Westlake

Item # 4– 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. Report regarding change in the status of the Drought Contingency Plan



TYPE OF ACTION

Workshop - Report

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Report regarding change in the status of Drought Contingency Plan

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

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Preservation of our Natural Beauty	People, Facilities, & Technology	Natural Oasis - Preserve & Maintain a Perfect Blend of the Community's Natural Beauty	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: June 15, 2015 **Completion Date:** June 15, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

As you may recall, Council approved the current Drought Contingency Ordinance 735 at the September 22, 2014 regular Council meeting which adopted the City of Fort Worth's Drought Plan. Section 94-33 of the Town's Drought Contingency Ordinance states that Westlake will follow/implement the drought measures adopted by the City of Fort Worth and that the Town will provide public notice of the effective dates any time a stage of the plan is elevated or terminated by the City of Fort Worth at the next available regularly scheduled meeting of the Town Council.

On May 18, 2015 Tarrant Regional Water District lifted the Stage 1 drought measures based on the following conditions:

Drought and Emergency Response Stages

Stage 1 – Water Watch

Triggering Conditions

- *Water demand reaches or exceeds 90% of reliable delivery capacity for three consecutive days. The delivery capacity could be citywide or in a specified portion of the system.*
- *Fort Worth’s water treatment or distribution system becomes contaminated.*
- *Fort Worth’s water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.*
- *Fort Worth’s water supply system is unable to deliver water due to the failure or damage of major water system components.*
- *TRWD initiated Stage 1 – Water Watch for one or more of the following reasons:*
 - *Total raw water supply in TRWD western and eastern division reservoirs drops below 75% (25% depleted) of conservation storage.*
 - *Water demand for all or part of the TRWD delivery system exceeds delivery capacity because delivery capacity is inadequate.*
 - *Water demand is projected to approach the limit of TRWD’s permitted supply.*
 - *TRWD’s supply source becomes contaminated.*
 - *TRWD’s water supply system is unable to deliver water due to the failure or damage of major water system components.*
 - *The TRWD General Manager, with the concurrence of the TRWD Board of Directors, finds that conditions warrant the declaration of a Stage 1 drought.*

Terminating Conditions for Stage 1

Stage 1 will terminate when the total combined raw water supply in TRWD western and eastern division reservoirs exceeds 95% of conservation storage capacity or remains at or above 85% for 90 consecutive days, whichever occurs first.

Recent rains have put all lakes above capacity; aggregate total is approximately 105%.

On May 20, 2015 Town staff notify the Texas Commission on Environmental Quality that we deactivated our drought plan. By contract, we are required to continue twice per week watering as a year round conservation measure and prohibition on watering any day between 10 a.m. and 6 p.m.

RECOMMENDATION AND ATTACHMENTS

N/A

Town of Westlake

Item # 5 – Discussion Items

DISCUSSION ITEMS

- a. Discussion regarding a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town's Recently Adopted New Comprehensive Plan. (15 min)
- b. Discussion regarding the Appointment and Reappointment of members to Various Affiliate Boards and the Planning & Zoning Commission. (15 min)
- c. Present Survey Data regarding the implementation of a Smoking ordinance. (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

**Westlake Town Council Meeting
Monday,**

TOPIC: Consideration of a Resolution Approving a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town’s Recently Adopted New Comprehensive Plan.

STAFF CONTACT: Tom Brymer, Town Manager
Eddie Edwards, Director of Development Services

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Informed & Engaged Citizens / Sense of Community	Municipal & Academic Operations	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Increase Transparency, Accessibility & Communications
<u>Strategic Initiative</u>			
Educate Stakeholders about our Development and Environmental Goals			

Time Line - Start Date: July 2015 proposed Completion Date: 1st Qtr FY15-16 estimated

Funding Amount: \$90,000 Status - Funded Source - General Fund

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

During the process of developing an updated Comprehensive Plan (Comp Plan) from 2013-14, it was pointed out to the Comp Plan Steering Committee, P&Z, and the Town Council, that to implement many of the Comp Plan’s recommendations, some new ordinances and/or changes to our existing ordinances would be required. It is proposed to use the services of a professional planning consultancy for this effort as the Town staff does not have adequate time and resources to perform this work in a timely manner and still provide daily delivery of Town services. This

proposed engagement to develop these ordinances and/or ordinance amendments is proposed to be done in four (4) phases of work. It is proposed to use MESA Planning since they are very familiar with the work that needs to be done on the Town's ordinances to fit with our newly adopted Comp Plan.

While all four phases of the consultant's work are outlined in the proposed contract, **this contract only approves the first phase of the consultant's work which is to: a.) develop the transfer of development square foot (TDSE) mechanism and b.) incorporate it, along with the Comp Plan's policies, into the Town's development ordinances known as Chapter 102.** Cost of this first phase of consultant work is \$90,000. Phases 2-4, which again, would require a separate contract approval by the Town Council, would bring the total cost for all phases of this work to \$179,901, including a credit for work approved on MESA's Comp Plan engagement that was not performed (by mutual agreement). In the proposed contract with MESA, Pages 6 of 17 and 7 of 17 describe the Phase 1 scope of work as well the Phases 2-4 scope of work. Exhibit A to the proposed MESA contract provides further detail on the scope of work for Phase 1.

There will be other costs associated with this project. These costs include review of any new or revised ordinances by the Town Attorney and cost to codify any new or revised (amended) ordinances.

RECOMMENDATION AND ATTACHMENTS

Recommend approval of the attached resolution approving this Phase 1 Contract with MESA Planning.

1. Resolution approving contract with MESA for this engagement as described above.
2. Contract with MESA Planning for this engagement as described above.

(see consent section of regular meeting agenda for attachments)



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Discussion regarding the Appointment and Reappointment of members to Various Affiliate Boards and the Planning & Zoning Commission.

STAFF CONTACT: Kelly Edwards, Town Secretary

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Informed & Engaged Citizens / Sense of Community	Municipal & Academic Operations	Natural Oasis - Preserve & Maintain a Perfect Blend of the Community's Natural Beauty	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: June 15, 2015 **Completion Date:** June 15, 2015

Funding Amount: \$0.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Members with expiring terms have been contacted by the Town Secretary and asked to respond as to their desire to continue to serve as a board, commission or committee member. Communications have also been sent out to residents via the Westlake Wire asking for residents to apply for any of the Boards and Commissions vacancies.

All current board members that expressed the desire to be reappointed have been listed in the resolution, with exception to the Planning & Zoning Commission, which is under the Item 4 of the regular agenda.

The Town did received four (4) applications for the Planning & Zoning Commission. Those applications are attached for your review. (Greg Goble, Ryan Groce, David Kraska, and Sean Killbride) Mr. Groce is currently on the Commission as an Alternate but would like to serve the community as a regular commissioner. Chairman, Bill Greenwood has chosen not to be reappointed. Mr. Greenwood has served on the Planning & Zoning Commission since 1996.

Planning & Zoning Commission - 3 exp odd yr / 2 exp even yr

Current			
Member	Term Expires		Term Expires
William Greenwood, Chr	June-15	Vacant	June-17
Vacant	June-16	Vacant	June-16
Michelle Lee	June-16	Michelle Lee	June-17
Liz Garvin	June-16	Liz Garvin	June-16
Tim Brittan	June-15	Tim Brittan	June-17
Ryan Groce (Alt 2) - will renew	June-15	Vacant (Alt 2)	June-17
Sharon Sanden (Alt)	June-16	Sharon Sanden (Alt)	June-16

Moving Michelle (with her consent) from 2016 to 2017 will meet the ordinance requirements of terms that expire on even and odd years.

RECOMMENDATION

N/A

ATTACHMENTS

- Mayor’s memoranda regarding the appointments to the Planning & Zoning Commission
- Applications for Greg Goble, Ryan Groce, Sean Kilbride, and David Kraska for the Planning and Zoning Commission
- Applications for Becky Fisher and Thomas Miller for the Westlake Historical Preservation Society



MEMORANDUM

Date: June 10, 2015

TO: Honorable Town Council

FROM: Laura Wheat, Mayor

SUBJECT: Recommendations for P&Z Appointment

It is once again time for the Council to appoint members to the Planning and Zoning Commission, a Council appointed advisory board. I am sad to report that P&Z Chairman Bill Greenwood has requested not to be reappointed, after many, many years of service. In addition to the vacancy created by Bill's departure, there is one currently open seat on the Commission, with a term expiring in June 2016. In addition, both Tim Brittan (full voting member) and Ryan Groce (an alternate member) have terms that expire this month. Tim has indicated that he desires to be re-appointed, and Ryan has applied to move from an alternate to a full seat.

In addition to the interest expressed by Tim and Ryan, we have received excellent applications for the vacant positions. I have reviewed each of these applications and offer the following recommendations to the Council for its consideration for this year's Council appointments to the P&Z Commission:

- **Ryan Groce-** move Ryan from an alternate to a regular seat on the Commission for a term expiring in June 2017. Ryan has faithfully served as an alternate for some time now and has acquired a great working knowledge of the Commission and its roles and responsibilities.
- **Greg Goble-** appoint Greg for the current vacancy for a term that expires in June 2016. Greg was an active member of the Steering Committee for the Revised Comprehensive Plan, making wonderful contributions throughout the long, and sometimes difficult, process.
- **Tim Brittan-** reappoint Tim to a term that expires in June 2017. As a former Council Member and having served several terms on P&Z, Tim brings a wealth of knowledge to the Commission.



- **Ken Kraska-** appoint Ken to the alternate position vacated by Ryan Groce. Ken has been a Westlake resident for over 8 years and served in a planning capacity for the Las Colinas neighborhood in which he lived prior to coming to Westlake.

With these appointments as recommended, the P&Z membership would be as follows:

	<u>Term Expires</u>
Ryan Groce	June-17
Greg Goble	June-16
Michelle Lee	June-17
Liz Garvin	June-16
Tim Brittan	June-17
Ken Kraska (Alt 2)	June-17
Sharon Sanden (Alt)	June-16

Thank you for consideration of these recommendations. I also wish to thank each of the individuals that applied for a position on this most important Commission. The Town of Westlake is truly blessed to have such interested and talented residents who wish to give of their time to ensure that Westlake remains an oasis amidst an ever expanding urban landscape.



APPLICATION FOR APPOINTMENT

This application and its contents is a Public Record

Town of Westlake * 3 Village Circle, Suite 202 * Westlake Tx 76262

Tel: (817) 430-0941 * Fax (817) 430-1812

www.westlake-tx.org

Email: townhall@westlake-tx.org

Position Sought (please indicate 1st, 2nd and 3rd choice):

- | | |
|--|--|
| <input type="checkbox"/> Economic Development Corporation | <input type="checkbox"/> Historical Preservation Society |
| <input checked="" type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Texas Student Housing Authority |
| <input type="checkbox"/> Tree City USA Advisory Committee | <input type="checkbox"/> Public Art Society of Westlake |
| <input type="checkbox"/> Westlake Academy Foundation Board | <input type="checkbox"/> Other: _____ |

Applicant Information

Applicant's Name: Greg Goble

Address: 6014 Mahotea Boone Trail

City, State, Zip: Westlake, TX 76262

How Long Have You Lived At This Address? 3 years

Email Address: _____

Home Phone #: _____ Fax #: _____

Work Phone #: 972-550-1900 Cell #: _____

Occupation, Experience/Degrees held: Owner of Trice Marketing Corp., a Manufactures Rep Firm specializing in technical sales to Military & Commercial Aerospace OEM's. BBA from TCU

Why do you want to serve on this committee? I served on the Comprehensive Planning Committee and thoroughly enjoyed learning about the current and future developmental opportunities and challenges for the Town of Westlake. I would appreciate the opportunity to to further serve my community with an appointment to the Planning and Zoning Commission.

Do you have any political conflicts of interest? I am aware of no conflicts of interest.

Do you have any related experience? Comprehensive Planning Committee member

What do you feel you have to offer this committee? As a business owner for over 20 years I have learned to consider all aspects of a given issue for the purpose of deciding the course of action that best supports the organization as a whole.

Signature of Applicant: _____

Dated: 6-2-15

Office Use Only

Received By: _____ Date: _____



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Tel: (817) 430-0941 * Fax (817) 430-1812

www.westlake-tx.org

Email: townhall@westlake-tx.org

Position Sought (please indicate 1st, 2nd and 3rd choice):

- | | | | |
|-------------------------------------|-----------------------------------|--------------------------|---------------------------------|
| <input type="checkbox"/> | Economic Development Corporation | <input type="checkbox"/> | Historical Preservation Society |
| <input checked="" type="checkbox"/> | Planning and Zoning Commission | <input type="checkbox"/> | Texas Student Housing Authority |
| <input type="checkbox"/> | Tree City USA Advisory Committee | <input type="checkbox"/> | Public Art Society of Westlake |
| <input type="checkbox"/> | Westlake Academy Foundation Board | <input type="checkbox"/> | Other: _____ |

Applicant Information

Applicant's Name: Ryan Groce

Address: 13328 Thornton Dr

City, State, Zip: Westlake, TX 76262

How Long Have You Lived At This Address? 2.5 years

Email Address: _____

Home Phone #: _____ Fax #: 817-887-3180

Work Phone #: 817-336-3131 Cell #: _____

Occupation, Experience/Degrees held: Financial Planner, bachelors degree

Why do you want to serve on this committee? I have a servants heart. In addition, I have an interest in the community and school

Do you have any political conflicts of interest? No

Do you have any related experience? Two years on P&Z

What do you feel you have to offer this committee? Past P&Z experience, financial and real estate background of 15 years

Signature of Applicant: Ryan Groce

Dated: 5-14-15

Office Use Only

Received By: _____ Date: _____



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www.westlake-tx.org

Email: townhall@westlake-tx.org

Position Sought (please indicate 1st, 2nd and 3rd choice):

- | | |
|--|--|
| <input type="checkbox"/> Economic Development Corporation | <input type="checkbox"/> Historical Preservation Society |
| <input checked="" type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Texas Student Housing Authority |
| <input type="checkbox"/> Tree City USA Advisory Committee | <input type="checkbox"/> Public Art Society of Westlake |
| <input type="checkbox"/> Westlake Academy Foundation Board | <input type="checkbox"/> Other: _____ |

Applicant Information

Applicant's Name: Susan Kallbride

Address: 2341 JF Gilling

City, State, Zip: Westlake

How Long Have You Lived At This Address? 16 months

Email Address: _____

Home Phone #: _____ Fax #: _____

Work Phone #: _____ Cell #: _____

Occupation, Experience/Degrees held: consulting

Why do you want to serve on this committee? interest in me

Do you have any political conflicts of interest? none

Do you have any related experience? yes

What do you feel you have to offer this committee? Variety of experience regarding government

Signature of Applicant: *Susan Kallbride*

Dated: 11 May 2014

Office Use Only

Received By: _____ Date: _____



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Email: townhall@westlake-tx.org

Position Sought (please indicate 1st, 2nd and 3rd choice):

- | | |
|--|--|
| <input type="checkbox"/> Economic Development Corporation | <input type="checkbox"/> Historical Preservation Society |
| <input checked="" type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Texas Student Housing Authority |
| <input type="checkbox"/> Tree City USA Advisory Committee | <input type="checkbox"/> Public Art Society of Westlake |
| <input type="checkbox"/> Westlake Academy Foundation Board | <input type="checkbox"/> Other: _____ |

Applicant Information

Applicant's Name: Kenneth W. Kraska

Address: 1812 Broken Bend Dr

City, State, Zip: Westlake, TX 76262

How Long Have You Lived At This Address? 8 1/2 Years (12/2006)

Email Address: wings1969@aol.com

Home Phone #: 817 742-0769 Fax #: 817 742-0769

Work Phone #: NA Cell #: 972 839-6031

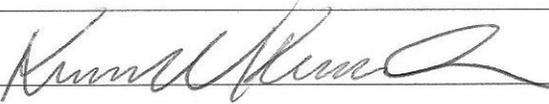
Occupation, Experience/Degrees held: BS Engineering / Economics, US Navy Retried, American Airlines Retired
Former Captain for Airlines and Contract pilot for Dignitaries and Heads of State for last 10Years
Former Boeing Instructor

Why do you want to serve on this committee? I wish to preserve the open area lifestyle that Westlake exudes
I hope to portray some sense of order to the inevitable development of our community.

Do you have any political conflicts of interest? None of which I am aware.

Do you have any related experience? Former Chairman of Las Colinas Architectural review committee.
I have drawn detailed home plans and understand surveys and technical terms associated with urban planning.

What do you feel you have to offer this committee? I offer reasonable conservative thoughts on developing our
beautiful community. I am also cognizant of the various concerns that arise between landowners and developers as they relate to
homeowners and families.

Signature of Applicant: 

Dated: June 4, 2015

Office Use Only

Received By: _____ Date: _____



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Town of Westlake * 3 Village Circle, Suite 202 * Westlake Tx 76262

Tel: (817) 430-0941 * Fax (817) 430-1812

www.westlake-tx.org

Email: townhall@westlake-tx.org

Position Sought (please indicate 1st, 2nd and 3rd choice):

- | | |
|--|---|
| <input type="checkbox"/> Economic Development Corporation | <input checked="" type="checkbox"/> Historical Preservation Society |
| <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Texas Student Housing Authority |
| <input type="checkbox"/> Tree City USA Advisory Committee | <input type="checkbox"/> Public Art Society of Westlake |
| <input type="checkbox"/> Westlake Academy Foundation Board | <input type="checkbox"/> Other: _____ |

Applicant Information

Applicant's Name: Becky R. Fisher

Address: _____

City, State, Zip: Westlake, TX 76262

How Long Have You Lived At This Address? less weeks (lived at 16 Wyck Hill Lane for 3 yrs.)

Email Address: _____

Home Phone #: _____ Fax #: _____

Work Phone #: _____ Cell #: _____

Occupation, Experience/Degrees held: B.S. Business, Accounting

Why do you want to serve on this committee? Learn more about Westlake

Do you have any political conflicts of interest? No

Do you have any related experience? No

What do you feel you have to offer this committee? Enthusiasm and willingness to learn.

Signature of Applicant: Becky R Fisher

Dated: 6-8-15

Office Use Only

Received By: _____ Date: _____



APPLICATION FOR APPOINTMENT

This application and its contents is a Public Record

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|--|---|
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| <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Texas Student Housing Authority |
| <input type="checkbox"/> Tree City USA Advisory Committee | <input type="checkbox"/> Public Art Society of Westlake |
| <input type="checkbox"/> Westlake Academy Foundation Board | <input type="checkbox"/> Other: _____ |

Applicant Information

Applicant's Name: THOMAS J. MILLER

Address: _____

City, State, Zip: WESTLAKE, TX. 76262

How Long Have You Lived At This Address? 1 YEAR

Email Address: _____ .com

Home Phone #: _____ Fax #: _____

Work Phone #: _____ Cell #: _____

Occupation, Experience/Degrees held: LANDSCAPE ARCHITECT
BACHELORS & MASTERS DEGREES IN LANDSCAPE ARCHITECTURE

Why do you want to serve on this committee? PERSONAL INTEREST IN HISTORIC PRESERVATION

Do you have any political conflicts of interest? NO

Do you have any related experience? YES

What do you feel you have to offer this committee? DESIGN EXPERIENCE

Signature of Applicant: Thomas J. Miller

Dated: June 5, 2015

Office Use Only

Received By: _____ Date: _____



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Discussion regarding an Ordinance Regulating Smoking

STAFF CONTACT: Jarrod Greenwood, Director of Public Works/Asst. to the Town Manager

DECISION POINTS

Timeframe: Start Date Completion Date
 June 15, 2015 June 15, 2015

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

Decision Alignment

	<u>VVM</u>	<u>Perspective</u>	<u>Desired Outcome</u>
	Sense of Place	Customer Focus	CF.Promote Community Health, Safety & Welfare
	<u>Strategic Issue</u>	<u>Outcome Strategy</u>	<u>Staff Action</u>
	N/A	N/A	N/A



Strategy Map or VVM Connection



Strategic Issue Connection

EXECUTIVE SUMMARY

Town staff previously presented an item at the October 20, 2014 Town Council Workshop regarding a public smoking ordinance. During the discussion, Council requested staff to reach out to our corporate stakeholders and survey their interest and level of support for varying degrees of smoking regulation.

Overall, our major stakeholders indicated that they would welcome complete regulation within public areas (i.e. parks and trails) and but limited within private property, as seen in the summary of questions and responses below. Justification for limited regulation within each development centered around their need to accommodate international employees and clientele and that they have established designated smoking areas.

Do you support a town-wide ban on smoking in public trails and parks?	YES
Do you support a town-wide ban on smoking in retail (i.e. bars, restaurants...)?	YES
Do you support designated areas for smoking in retail (i.e. bars, restaurants...)?	YES
Do you support designated areas for smoking in campus areas?	YES
Plans for a Smoke free campus?	NO
Limit smoking a certain distance from entrance?	YES

We have attached the original memo from the Town Manager and code excerpts from neighboring municipalities originally provided at the October 20, 2014 Workshop.

ATTACHMENTS

1. Memorandum from Town Manager - *Topics and Issues to Consider When Formulating An Ordinance Regulating Public Smoking*
2. Code excerpts from various municipalities.



MEMORANDUM

Date: October 8, 2014
TO: Honorable Mayor and Town Council
FROM: Tom Brymer, Town Manager/Superintendent
SUBJECT: Topics and Issues to Consider When Formulating an Ordinance
Regulating Public Smoking

On May 19, 2014, the Council voted under its meeting procedures to take up for discussion this topic as a Council agenda item (agenda item was submitted by Mayor Wheat). The purpose of the memorandum is to provide the Council with some perspectives on topics and issues for your consideration as you discuss this subject. These topics and issues have arisen during my tenure in cities where the city council has undertaken regulation of public smoking.

Purpose of the Regulation

Generally speaking, some cities began consideration of limiting public smoking in the 1990's. Over time, more cities have imposed limitations on public smoking. Those cities that passed no smoking ordinances early on have, in some cases, later amended them to apply to more locations than the original ordinance applied (i.e. an incremental approach such as initially not allowing smoking in restaurants, but smoking being allowed in bars, however, later applying the smoking prohibition to bars as well). Those cities adopting smoking regulations more recently often impose removal of smoking from most public buildings and public areas and they define those areas broadly so the net effect is the elimination of public smoking in most places (i.e. a non-incremental approach).

In these deliberations, the question is generally asked (and it is a good question to ask when deliberating formulation of public policy), what is it we are attempting to achieve and why are attempting to achieve it, i.e. what is the goal or end that we wish to attain? As we've discussed in our governance discussions, another way to ask this question when considering public policy initiatives is, "what good for what group at what cost" (John Carver, *Boards that Make a Difference*)?

The answer to that question is generally one that focuses on the reduction of exposure to second hand smoke due to its documented adverse health impacts. This exposure to second hand smoke can be for employees, business patrons,



or the general public that frequent locations which allow smoking. This in turn often leads to a consensus that, because of second hand smoke, this is a public health issue. And, since cities are generally viewed as being charged with being responsible for protecting the public's health, safety, and welfare, there often is public consensus that it is appropriate for cities to impose regulations on public smoking. Additionally, health organizations such as the American Cancer Society, the American Lung Association, and the American Heart Association all have taken public positions based on studies as to the adverse health impacts of second hand smoke. Sometimes local chapters of these organizations or local doctors become involved in their communities in advocating to city councils for a public smoking limitation or its complete ban.

Counter arguments to the public health justifications for no smoking ordinances (due to the detrimental effect of second hand smoke) often focus on individual rights to smoke. Another counter argument also can be that imposition of no smoking regulations will hurt a particular business or types of business because their patrons will frequent other similar establishments in other cities that allow smoking. Regarding this later argument, it tends to have more weight if adjacent cities do not regulate smoking, but in our case, most, if not all, area cities do regulate public smoking in some manner.

Breadth of Regulation

Limiting or banning public smoking, while a public policy issue, involves regulation. When imposing regulation a good question to ask is, "how wide do we wish to cast the regulatory net"?

As you can see by reviewing the ordinances of nearby cities that regulate public smoking, there is a variation to the degree to which this public smoking limitation is imposed.

- Some ordinances prohibit public smoking in any public building and define public building as "any building other than a building used as a private residence".
- Some ordinances include restaurants in the definition of a public building with the definition of a restaurant allowing the serving of alcohol with a valid State license as long as it derives less than 75% of its gross revenue from alcohol sales.
- Some ordinances prohibit smoking in all public buildings, including restaurants and bars.
- Other ordinances also extend the no smoking prohibition to public parks, hospitals, schools, and municipal buildings.



- Some public smoking ordinances allow smoking in a restaurant as long as the smoking area does not exceed 50% of its net floor area and it has an air purification system with a separate ventilation system that does not allow air from the smoking area to be drawn into the non-smoking area. In restaurants with bars, sometimes smoking is prohibited in the restaurant area, but allowed in the bar area with specified separation distances between the two areas and with the bar having a ventilation system as described above.
- Other public smoking ordinances make exceptions and allow for smoking in facilities owned or operated for fraternal, charitable organizations (VFW, Elks Club, etc.). Westlake does not currently have any of these facilities; however, we do have a country club with a restaurant.

Generally, smoking is defined in most ordinances as inhaling, exhaling or burning a lighted cigar, cigarette, pipe or other lighted tobacco products. However, in recent years other products that have come on the market such as e-cigarettes have been included in the definition of smoking. Other products have been banned because they have been determined to be illegal (see Keller's ordinance). Some ordinances contain language that sets a minimum age for the sale of tobacco products within that city.

As one can see, a discussion of how broadly to "cast the net" is an important part of the deliberation of limiting public smoking.

Process for Formulation of the Policy (i.e. the Ordinance)

Thought should be given early on as what process will be used to formulate a proposed public smoking ordinance. This should include considering the extent of public input desired and how it is to be obtained. Options on this can range from Staff formulating a recommended ordinance and bringing it to Council for discussion and deliberation in a public meeting, to having public input meetings with Staff as they work on a draft prior to bringing it to Council. Another item to consider is what type of notice should be given to existing businesses that might be impacted by a smoking regulation ordinance so they have adequate opportunity to provide input.

Implementation and Enforcement of the Regulation

If a smoking regulation ordinance is adopted, consideration then turns to how residents and businesses will be notified of the regulations. Will there be a "grace period" during which enforcement will be delayed while businesses come into compliance? If smoking in certain types of establishments will be allowed



with certain ventilation systems, how long will be given for those systems to be installed, tested, and verified of their correct functionality?

Once the ordinance is in effect, how often will businesses in which smoking is regulated and/or prohibited be inspected for compliance? Will enforcement be done on a regular basis or on complaint only basis? What resources are required to enforce the ordinance regulations effectively?

The communities I have worked in that have adopted smoking regulations have made every effort to enforce them within existing resources (i.e. not requesting additional resources for enforcement). This has been done by having the initial inspection once the ordinance goes into effect as well as subsequent annual compliance inspections done by the Fire Department as a part of their routine business inspection program. If a complaint is received, the Fire Department sends personnel to investigate and if a violation occurs, issues a citation.

Conclusion

Formulation and implementation of smoking regulations requires thought, deliberation and dialogue on the issues identified above. The issues above are not intended to be exhaustive. There likely will be other issues as well. But, the issues and topics discussed here are intended to give the Council a good idea of what they will likely need to consider as they deliberate over this public policy matter. It should be noted that as Westlake grows, the number of businesses affected by a public smoking ordinance will likely increase which makes it just that more complex to deal with. Thus, it is timely to consider it now.

City of Southlake

ARTICLE V. - PUBLIC SMOKING

Sec. 10-151. - Definitions.

The following definitions shall apply to this article:

Bar or tavern means an establishment that derives 75 percent or more of the establishment's gross revenue from the on-premise sale of alcoholic beverages.

Person means any individual.

Public building means any building other than a building used as a private residence. If portions of a building are used as a private residence and another portion of the building is used for business purposes or commercial activities, then "public building" as used herein shall apply to the portions of the building used for business purposes or commercial purposes, but not the portion used solely as a residence. The term "public building" includes, but is not limited to, restaurants, bars and taverns.

Restaurant means an establishment that primarily serves food prepared in the kitchen of the same establishment for patrons and may serve alcohol with a valid Texas Alcoholic Beverage Commission License as long as the establishment derives less than 75 percent of its gross revenues from alcohol sales and includes all indoor and outdoor seating areas, kitchen, bar area, restrooms and lobby.

Smoke or smoking means inhaling, exhaling, or burning a lighted cigar, cigarette, pipe or other lighted tobacco product in any manner or form.

(Ord. No. 907, § 2, 4-17-07)

Sec. 10-152. - Smoking prohibited in public buildings, or within 12 feet of an entrance or exit to a public building; signs required; and prohibited acts.

(a) It shall be unlawful for any person to perform the following acts in any public building in the city or within 12 feet of any entrance or exit to any public building:

- (1) Smoke,
- (2) Carry a lighted cigarette, cigar, or tobacco-containing pipe, or
- (3) Light a cigarette, cigar or tobacco-containing pipe.

(b) It shall be unlawful for any owner of any restaurant, bar and tavern to allow the operation of the establishment unless one or more of the following signs have been posted at a location clearly visible to a person entering the establishment:

- (1) A "No Smoking" sign, or

(2)The international "No Smoking" symbol (depiction of a burning cigarette enclosed in a red circle with a red bar across it).

(c)It shall be unlawful for any owner or operator of any public building to place or allow to be placed any of the following items in any public building or within 12 feet from an entrance or exit to any public building:

(1)Ashtrays,

(2)Smoking paraphernalia, or

(3)Signs that indicate that smoking is permitted.

(d)It shall be unlawful for the owner or operator of any public building to allow smoking in such public building in violation of the provisions of this article.

(Ord. No. 907, § 2, 4-17-07)

Sec. 10-153. - Penalty.

Any person who violates this article shall be guilty of a health and sanitation misdemeanor violation and subject to a fine of not more than \$500.00. Each day that a violation is permitted to exist shall constitute a separate offense. Any association, partnership or cooperation that violates this article shall be guilty of a health and sanitation misdemeanor violation and subject to a fine of not more than \$2,000.00. Each day that a violation is permitted to exist shall constitute a separate offense.

(Ord. No. 907, § 2, 4-17-07)

City of Keller

They have two separate references to smoking.

ARTICLE VI. - ILLEGAL SMOKING PRODUCTS AND INGESTION DEVICES

Sec. 10-800. - Purpose.

The purpose of this article is to prohibit the use, possession, sale, ingestion or smoking of illegal smoking products and ingestion devices hereinafter defined within the city limits of the City of Keller.

(Ord. No. 1531, § 2, 11-16-10)

Sec. 10-810. - Definitions.

The following words and phrases as used in this section shall have the meanings as set forth in this subsection.

Illegal smoking product shall mean any plant or other substance, whether described as tobacco, herbs, incense, spice, or any blend thereof, regardless of whether the substance is marked for the purpose of being smoked, which includes any one or more of the following substances or chemicals:

(1)Salvinorin A: Contained within the Salvia Divinorum plant, whether growing or not; or possessed as an extract, compound, manufacture, derivative, mixture, or preparation of such plant; or

(2)2-[(1R, 3S)-3-hydroxycyclohexyl]-5-(2-methylcatan-2-yl) phenol (also known as CP 47, 497) and homologues; or

(3)1-Pentyl-3-(1-naphthoyl) indole (also known as JWH-018); or

(4)Butyl-3(1-naphthoyl) indole (also known as JWH-073); or

(5)Any products sold, distributed or possessed in the form of incense or herbal smoking blends under the names such as "K-2," "K-2 Summit," "K-2 Sex," "Genie," "Spice," "Dascents," "Zohai," "Sage," "Pep Spice," "Solar Flare," "K-O Knockout 2," "Spice Gold," "Spice Diamond," "Spice Cannabinoid," "Yucatan Fire," "Fire N Ice," "Salvia Divinorum," or related products or chemicals when ingested produce intoxicating effects similar to marijuana.

Ingestion device shall mean equipment, a product or material that is used or intended for use in ingesting, inhaling, or otherwise introducing an illegal smoking product into the human body, including:

(1)A metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen, permanent screen, hashish head, or punctured metal bowl;

(2)A water pipe;

(3)A carburetion tube or device;

(4)A smoking or carburetion mask;

(5)A chamber pipe;

(6)A carburetor pipe;

(7)An electric pipe;

(8)An air-driven pipe;

(9)A chillum;

(10)A bong; or

(11)An ice pipe or chiller.

"Person" shall mean an individual, corporation, partnership, wholesaler, retailer or any licensed or unlicensed business.

(Ord. No. 1531, § 2, 11-16-10)

Sec. 10-820. - Violation.

(a)It shall be unlawful for any Person to use, possess, purchase, barter, give, publicly display, sell or offer for sale any illegal smoking product.

(b)It shall be unlawful for any person to use or possess an Ingestion Device with the intent to inject, ingest, inhale or otherwise introduce into the human body an illegal smoking product.

(c)The culpable mental state required by Chapter 6.02 of the Texas Penal Code, as amended, is specifically negated and dispensed with and a violation is a strict liability offense.

(d)Any person, firm or corporation found to be violating any term or provision of this article, shall be subject to a fine of up to five hundred dollars (\$500.00), or the maximum amount allowed by law, for each offense. Every day a violation continues shall constitute a specific offense.

(Ord. No. 1531, § 2, 11-16-10)

Sec. 10-830. - Affirmative defense.

(a)It shall be an affirmative defense for a person charged with an offense for possession or use of an illegal smoking product that the use or possession was pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act.

(b)It shall be a primary affirmative defense that the sale or possession by a person of Salvinorin A was in conjunction with ornamental landscaping and used solely for that purpose.

(Ord. No. 1531, § 2, 11-16-10)

Sec. 2-280. - Smoking in municipal buildings or facilities; bleachers in public parks; or grounds or facilities at Keller Sports Park except in the parking lots prohibited.

(a) A person commits an offense if he or she smokes or possesses a burning tobacco, weed, or other plant product in any municipal building or facility; bleachers located in public parks; or any grounds or facilities at Keller Sports Park located at 265 Golden Triangle Boulevard except in the parking lots; that are owned, operated or managed by the City of Keller.

(b) The department head, so designated in writing by the city manager, having authority over a particular municipal facility or public park shall cause to be posted a conspicuous sign visible from the main entrance of a municipal facility, or a bleacher area, containing the words "NO SMOKING, City of Keller Ordinance."

(Ord. No. 653, § 1, 8-20-91; Ord. No. 731, § 1, 2-15-94; Ord. No. 907, § 1, 7-21-98; Ord. No. 1307, § 2, 1-17-06)

Sec. 2-281. - Penalty for violation.

Any person, firm or corporation violating any of the provisions of section 2-280 shall be deemed guilty of a misdemeanor and upon final conviction thereof fined an amount not to exceed one thousand dollars (\$1,000.00). Each and every day any such violation continues shall be deemed a separate offense and is punishable as such hereunder.

(Ord. No. 653, § 2, 8-20-91)

Note—See editor's note, § 2-280

City of Roanoke

DIVISION 1. SMOKING IN PUBLIC PLACES

Sec. 7.301. Definitions.

Sec. 7.302. Smoking Prohibited.

Sec. 7.303. Restaurants.

Sec. 7.304. Exceptions.

Sec. 7.305. Violation and Penalty.

Sec. 7.301. Definitions.

In this division:

(a) Air Purification System means an electrically powered hospital grade, hepa media filter that will clean all of the air in a designated smoking area every fifteen (15) minutes as follows: not less than ninety-five (95) percent of three-tenths (0.3) micron particulates efficiency including dust, smoke, pollen, mold spores, bacteria, tobacco smoke, viruses and allergens and not less than ninety-five (95) percent removal of gases, vapors, volatile organic compounds (V.O.C.) and odors and contains an air barrier system or other barrier system if required by a licensed professional engineer, to prevent air from the smoking area from being drawn across the nonsmoking area.

(b) Designated Smoking Area means an area which shall not exceed fifty (50) percent of the net floor area; is equipped with an air purification system (defined herein) or has a separate ventilation system (defined herein); air from the smoking area is not drawn across the nonsmoking area; and if required by a licensed professional engineer, is equipped with an air barrier system or other barrier system such as a physical barrier to keep the air from the smoking area from being drawn across the nonsmoking area.

(c) Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

(d) Employer means a person who employs the services of one (1) or more individuals.

(e) Enclosed Area means a space that is enclosed on all sides by solid walls that extend from the floor to the ceiling, exclusive of windows and doors.

(f) Fraternal Organization means a non-profit organization that:

(1) Is chartered by a national organization in existence since 1953;

(2) Is tax exempt under Section 501(c)(8), (10), or (19) of the Internal Revenue Code;

(3) Operates under a lodge system with a representative form of government; and

(4)Is organized for the exclusive benefit of the members of the organization and their dependents.

(g)Public Place means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

(h)Retail Tobacco Store means a retail store used primarily for the sale of tobacco products and accessories and in which the sale of other non-tobacco products is incidental.

(i)Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form.

(j)Ventilation System means a HVAC system designed by a licensed professional engineer to meet the requirements of this article and all other requirements of the City's building code. A ventilation system must provide an air change every fifteen (15) minutes; exhaust the air to the exterior of the building and the air from the smoking area cannot be drawn across the nonsmoking area; and has an air barrier system, if required by a licensed professional engineer, to prevent air from the smoking area from being drawn across the nonsmoking area.

(k)Workplace means an enclosed area in which employees work or have access during the course of their employment.

(Ordinance 89-117 adopted 12/5/89 Ord. No. 2008-126, § 2, adopted 7/22/08)

Sec. 7.302. Smoking Prohibited.

(a)A person commits an offense if the person smokes in a public place.

(b)A person commits an offense if the person smokes in an enclosed area in a building or facility owned, leased, or operated by the City.

(c)A person commits an offense if the person smokes in an enclosed area of a workplace.

(Ord. No. 2008-126, § 2, adopted 7/22/08)

Sec. 7.303. Restaurants.

(a)All restaurants shall be nonsmoking, however a Designated Smoking Area can be furnished provided the Designated Smoking Area complies with subsection (b).

(b)A Designated Smoking Area in a restaurant must:

(1)Not exceed fifty percent (50%) of the net floor area;

(2)Be equipped with an Air Purification System or must have a separate Ventilation System; and

(3)Not allow the air from the smoking area to be drawn across the nonsmoking area.

(c)A restaurant with a maximum occupancy of fifty (50) seats or less is exempt from the requirements in subsection (a) and (b) provided that the restaurant owner post a sign at the restaurant's entrance that states "A NONSMOKING SECTION IS NOT AVAILABLE." However, an owner of a restaurant with fifty (50) seats or less can choose to comply with the ordinance or designate the entire restaurant as nonsmoking.

(d)All enclosed dining areas and break areas, regardless of maximum occupancy, in City buildings are nonsmoking.

(e)A person commits an offense if he or she smokes or possesses a burning tobacco, weed, or other plant product in a nonsmoking area of a restaurant.

(Ord. No. 2008-126, § 2, adopted 7/22/08)

Sec. 7.304. Exceptions.

This division does not apply to:

(a)A residential dwelling unit that is used exclusively for a residential use;

(b)A hotel or motel room designated as a smoking room and rented to a person;

(c)A retail tobacco store;

(d)A private or semi-private room in a nursing home or long-term care facility that is occupied by individuals who smoke and have requested in writing to be placed in a room where smoking is permitted;

(e)An outdoor area of a workplace that is not in the area described by Section 7.302(c);

(f)A bingo facility operated under the Bingo Enabling Act, Chapter 2001 of the Occupations Code, if:

(1)An enclosed non-smoking area is provided;

(2)The smoking area is mechanically ventilated to prevent smoke from entering a non-smoking area; and

(3)No one under the age of eighteen (18) is admitted to the smoking area;

(g)A facility operated by a fraternal organization for a charitable, benevolent, or educational function if the premises is controlled by the organization.

(Ord. No. 2008-126, § 2, adopted 7/22/08)

Sec. 7.305. Violation and Penalty.

Violation of any of the provisions of this division shall constitute an offense punishable by a fine as provided for in the general penalty provision found in Section 1.106 of this code. Each day of violation shall be a separate offense.

(Ord. No. 2008-126, § 2, adopted 7/22/08)

DIVISION 2. OTHER PROHIBITED SUBSTANCES

Sec. 7.325. Definitions.
Sec. 7.326. Restricted Smoking Materials; Purpose.
Sec. 7.327. Sale, Delivery, Offer or Gift.
Sec. 7.328. Use or Possession of Restricted Smoking Material.
Sec. 7.329. Use or Possession of Restricted Smoking Paraphernalia.
Sec. 7.330. Defenses to Prosecution.
Sec. 7.331. Offenses and Penalties.

Sec. 7.325. Definitions.

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

Restricted smoking material shall mean any substance, however marketed, which can reasonably be converted for smoking purposes whether it is presented as incense, tobacco, herbs, spices or any blend thereof if it includes any of the following chemicals or a comparable chemical:

(1)Salvia divinorum or salvinorin A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture or preparation of such plant, its seeds or extracts;

(2)2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol (also known as CP47,497) and homologues;

(3)(6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol (also known as HU-211 or Dexanabinol);

(4)1-pentyl-3-(1-naphthoyl)indole (also known as JWH-018);

(5)1-butyl-3-(1-naphthoyl)indole (also known as JWH-073); or

(6)1-pentyl-3-(4-methoxynaphthoyl)indole (also known as JWH-081).

Products containing some or all of the above substances are currently being marketed under the following commercial names:

"K-2," "K-2 SUMMIT," "K-2 SEX," "GENIE," "DASCENTS," "ZOHAI," "SAGE," "SPICE," "KO KNOCK-OUT 2," "SPICE GOLD," "SPICE DIAMOND," "YUCATAN FIRE," "SOLAR FLARE," "PEP SPICE," "FIRE N' ICE," AND "SAL VIA DIVINORUM."

Any product containing any of the chemical compounds set forth above shall be subject to the provisions of this division, regardless of whether they are marketed under alternative names.

Restricted smoking material paraphernalia shall mean any paraphernalia, equipment or utensil that is used or intended to be used in ingesting or inhaling illegal smoking materials and may include:

(1)A metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen, permanent screen, hashish head, or punctured metal bowl;

- (2)A water pipe;
- (3)A carburetion tube or device;
- (4)A smoking or carburetion mask;
- (5)A chamber pipe;
- (6)A carburetor pipe;
- (7)An electric pipe;
- (8)An air-driven pipe;
- (9)A chillum;
- (10)A bong; or
- (11)An ice pipe or chiller.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

Sec. 7.326. Restricted Smoking Materials; Purpose.

The purpose of this Division 2 is to prohibit the sale or delivery of restricted smoking materials within the City limits of the City of Roanoke, Texas, and to prohibit the possession of restricted smoking materials within the City limits of the City of Roanoke. Any form of delivery to include a simple gift constitutes a violation of this Division 2.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

Sec. 7.327. Sale, Delivery, Offer or Gift.

It shall be unlawful for any person to sell, offer to sell, deliver to or to give any restricted smoking material to any person.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

Sec. 7.328. Use or Possession of Restricted Smoking Material.

It shall be unlawful for any person to have in their possession or to use restricted smoking materials within the corporate limits of the City of Roanoke.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

Sec. 7.329. Use or Possession of Restricted Smoking Paraphernalia.

It shall be unlawful for any person to have in their possession any restricted smoking paraphernalia with the intent to use it, to ingest, inhale or otherwise consume restricted smoking material. It is a violation of

this section, if a person is found in possession of restricted smoking paraphernalia and appropriate forensic testing is done on the paraphernalia showing traces of restricted smoking material are present on the restricted smoking paraphernalia.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

Sec. 7.330. Defenses to Prosecution.

It shall be a defense to prosecution for a violation of this Division 2 if the use of the restricted smoking material is at the direction or under a prescription issued by a licensed physician or dentist authorized to prescribe controlled substances within the State of Texas.

It shall be a defense to prosecution under the terms of this Division 2 if an individual charged with a violation can provide proper and complete historic documentation that the use of such materials is a portion of a religious undertaking or activity of a religious denomination in which they have long standing historic membership supported by documentation from clergy or spiritual leader recognized by the State of Texas.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

Sec. 7.331. Offenses and Penalties.

(a) Any person who violates any provision of this Division 2 shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00).

(b) Every act in violation of this Division 2 shall constitute a separate offense.

(c) Unless otherwise specifically set forth herein allegation and evidence of culpable mental state are not required for the proof of an offense of this Division 2.

(Ord. No. 2010-121, § 4, adopted 9/14/2010)

City of Grapevine

Sec. 16-18. Tobacco and E-cigarette free parks and park facilities.

(a) It shall be unlawful for any person to smoke E-cigarettes or tobacco or chew or dip tobacco or snuff at any parks or park facility owned or leased by the city that has been posted:

"This park/park facility is tobacco and E-cigarette free."

(b) The city council shall by resolution designate any city owned or leased park or park facility as tobacco and E-cigarette free and upon such designation, the city manager or his designee is authorized to post signs giving notice that such action is prohibited in such park or park facility.

(c) In this section, "E-cigarette" means any electronic device that is designed to deliver nicotine or other chemicals or substances by creating a vapor or mist that is deliverable to the user through inhalation in the simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, or under any other product name or description.

(Ord. No. 2009-25, § 2, 7-21-09; Ord. No. 2014-13, § 2, 3-18-14)

Editor's note—

Ord. No. 2014-13, § 2, adopted March 18, 2014, amended the title of § 16-18 to read as set out herein. Previously § 16-18 was titled tobacco free parks and park facilities.

Highland Park

ARTICLE 6.04 SMOKING*

Division 1. Generally

Secs. 6.04.001–6.04.030 Reserved

Division 2. Smoking in Public Buildings

Sec. 6.04.031 Definitions

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

Bar. An area which is devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of such beverages. Although a restaurant may contain a bar, the term “bar” shall not include the restaurant dining area.

Business. Any sole proprietorship, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

Child care facility. Any licensed nursery, day-care center, preschool, or other facility engaged in the practice of providing care for children.

Health care facility. Any office or institution providing individual care or treatment of diseases, whether physical, mental or emotional, or other medical, physiological or psychological conditions.

Person. Any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

Public building. The indoor and outdoor areas of any facility owned or operated by the Town, not generally accessible by the public, including but not limited to:

- (1) The Town Hall and Library facilities, 4700 Drexel Drive;
- (2) The Department of Public Safety facilities, 4700–4710 Drexel Drive;
- (3) The Gillon Pump Station facility, 3400 Gillon Avenue;
- (4) The Town Service Center facility, 5005 Holland Avenue; and
- (5) The Town Swimming Pool facility, 3801 Lexington Avenue.

Public place. Any enclosed area to which the public is invited or in which the public is permitted, not including the offices or work areas not entered by the public in the normal course of business or use of the premises. A private residence is not a public place.

Restaurant. Any enclosed area used as a coffee shop, cafeteria, sandwich stand, private and public school cafeteria, and any other eating establishment which gives or offers for sale food to the public, guests, or employees.

Retail store. Any sole proprietorship, partnership, joint venture, corporation or other business entity where goods or services are sold or offered for sale.

Retail tobacco store. Any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Service line. Any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

Smoking. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, or other combustible tobacco product in any manner or in any form.

Sports arena. Any enclosed or unenclosed sports pavilion, gymnasium, health spa, swimming pool, and other similar public place where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

Theater. Any indoor facility primarily used for the exhibition of any motion picture, stage drama, musical recital, dance, lecture or other similar performance. A private residence is not a "theater."

(Ordinance 1685, sec. 2, adopted 3/26/07)

Sec. 6.04.032 Smoking prohibited

Except as otherwise provided, smoking shall be prohibited in the following places:

- (1) Elevators.
- (2) Public forms of transportation, including, but not limited to, buses, vans and taxicabs.
- (3) Public buildings and public restrooms.
- (4) Service lines.
- (5) Retail stores.
- (6) Public areas of galleries, libraries and museums.
- (7) Theaters.
- (8) Sports arenas.
- (9) Polling places.
- (10) Child care facilities.

(11) Waiting rooms, hallways, wards, and rooms of health care facilities, including, but not limited to: hospitals; clinics; physical therapy, mental health and drug and alcohol treatment facilities; and doctors' and dentists' offices.

(12) Lobbies, hallways, and other common areas (excluding underground parking facilities) in apartment buildings, condominiums, senior citizen residences, nursing homes, and other multiple-unit residential facilities.

(13) Lobbies, hallways, and other common areas (excluding underground parking facilities) in multiple-unit commercial facilities.

(14) Any school or educational institution operated by a business or nonprofit entity for the purpose of providing academic classroom instruction, trade, craft, computer or other technical training, or instruction in dancing, artistic, musical or other cultural activities.

(15) Notwithstanding any other provisions of this section, any owner, operator, manager, or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment or facility.

(Ordinance 1685, sec. 3, adopted 3/26/07)

Sec. 6.04.033 Smoking in restaurants

(a) Smoking is prohibited in indoor restaurants, except as set forth in subsection (b) below.

(b) The prohibition set forth above shall not apply to any room or bar of a restaurant which is separately enclosed, provided that said room or bar provides a mechanical ventilation system that is separate and apart from the mechanical ventilation system for the remainder of the building.

(Ordinance 1685, sec. 4, adopted 3/26/07)

Sec. 6.04.034 Smoking-optional areas

Notwithstanding any other provisions of this division to the contrary, the following areas shall not be subject to the smoking restrictions of this division:

(1) Private residences.

(2) Bars.

(3) Retail tobacco stores.

(4) Private clubs and recreation facilities.

(5) Private conference and meeting rooms in a hotel or motel while these places are being used exclusively for private functions, provided that in said room there is a mechanical ventilation system that is separate and apart from the mechanical ventilation system for the remainder of the building.

(6) A maximum of forty percent (40%) of hotel and motel rooms, provided that said rooms have a mechanical ventilation system that is separate and apart from the mechanical ventilation system for the remainder of the building. Each hotel and motel shall designate not less than sixty percent (60%) of their

hotel or motel rooms as nonsmoking rooms. The hotel or motel rooms designated as nonsmoking rooms will have signs posted indicating that smoking is prohibited in such rooms and ashtrays removed.

(Ordinance 1685, sec. 5, adopted 3/26/07)

Sec. 6.04.035 Signs

- (a) Any person who owns, manages, operates or otherwise controls the use of any premises subject to this division has the responsibility to post properly and to maintain signs required by this division.
- (b) “Smoking” or “No Smoking” signs, whichever are appropriate, or the international “No Smoking” symbol (a picture of a burning cigarette inside a red circle with a red bar across it) shall be clearly and conspicuously posted by the owner, operator, manager, employer or other person in control in every place where smoking is controlled by this division.
- (c) Any owner, manager, operator or employer of any establishment controlled by this division shall, upon either observing or being advised of a violation of section 6.04.032, have the obligation to inform the violator of the appropriate requirements of this law and then request immediate compliance.

(Ordinance 1685, sec. 6, adopted 3/26/07)

Sec. 6.04.036 Enforcement

The Town shall require, while an establishment is undergoing otherwise mandated inspections, that the owner, manager, operator or other person having control of such establishment demonstrate that all requirements of this division have been met. (Ordinance 1685, sec. 7, adopted 3/26/07)

Sec. 6.04.037 Violations and penalties

- (a) It shall be unlawful for any person who owns, manages, operates, or otherwise controls the use of any premises subject to regulation under this division to fail to comply with any of its provisions.
- (b) It shall be unlawful for any person to smoke in any area where smoking is prohibited under this division.
- (c) Any person violating any of the provisions of this division shall be deemed guilty of a misdemeanor, and upon conviction thereof may be fined as provided in section 1.01.009 of this code.
- (d) Each day a violation shall continue shall constitute a separate offense.

(Ordinance 1685, sec. 8, adopted 3/26/07)

Town of Westlake

Item # 5d – No
Supporting
documentation

Standing Item: Update and discussion regarding the Granada Development.

Town of Westlake

Item # 5e – No
Supporting
documentation

Standing Item: Update and discussion regarding the Entrada Development.

Town of Westlake

Item # 6 – 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites.

Town of Westlake

Item # 7 – Reconvene
Meeting

Town of Westlake

Item # 8 – 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites

Town of Westlake

Item #9
Council Recap /
Staff Direction

COUNCIL RECAP / STAFF DIRECTION

Town of Westlake

Item # 10 –
Workshop
Adjournment

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 May 18, 2015, meeting.
- b. Consider approval of the minutes from the May 18, 2015, special meeting.
- c. Consider approval of **Resolution 15-13**, Approving an Agreement for \$118,612.00 with Child's Play, Inc., to install new Playground Equipment at the Westlake Academy Campus and Authorize Town Manager to make funding changes not to exceed \$25,000.00 on this project.
- d. Consider approval of **Resolution 15-14**, Approving a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town's Recently Adopted New Comprehensive Plan.
- e. Consider approval of **Resolution 15-15**, Authorizing the Town Manager to Execute an Advanced Funding Agreement with the Texas Department Of Transportation for Construction of a Traffic Signal at the FM1938 (Davis Boulevard) and Solana intersection.



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

May 18, 2015

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

ABSENT: Rick Rennhack

OTHERS PRESENT: Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney L. Stanton Lowry, , Fire Chief Richard Whitten, Finance Director Debbie Piper, Director of Facilities and Parks & Recreation Troy Meyer, Jason Power Director of Information Technology, Communications & Community Affairs Director Ginger Awtry, Director of Human Resources & Administration Services Todd Wood, and Susan McFarland, Communications Specialist.

Work Session

1. CALL TO ORDER

Mayor Wheat called the work session to order at 7:02 p.m.

2. REVIEW OF CONSENT AGENDA ITEMS FOR THE MAY 18, 2015, TOWN COUNCIL REGULAR MEETING AGENDA.

No additional discussion.

3. DISCUSSION ITEMS

- a. Discussion of the naming policies for Town owned facilities and guidelines from the Arts & Sciences Project.

Director Meyer provided an overview of the current policies.

Discussion ensued on opportunities for honoring Mrs. Barbara Brizuela with a memorial of some type around the flag pole. Mrs. Brizuela began the tradition of morning Flag at the academy.

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

No substantial updates.

Discussion ensued regarding the completion of the sidewalk and water features along the trail system.

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

No substantial updates.

Discussion ensued regarding the construction impacted by the wet weather and on-going construction meetings on Tuesday to review guidelines as established by ordinance.

4. 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 551.071 (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.

- c. 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
- d. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites

5. RECONVENE MEETING

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

7. COUNCIL RECAP / STAFF DIRECTION

No additional direction provided.

8. ADJOURNMENT

Mayor Wheat adjourned the work session at 7:11 p.m.

Regular Session

1. CALL TO ORDER

Mayor called the regular session to order at 7:11 p.m.

2. CITIZEN PRESENTATIONS AND RECOGNITIONS

No one addressed the Council.

3. CONSENT AGENDA

- a. Consider approval of the minutes from the April 27, 2015, meeting.
- b. Consider approval of **Resolution 15-11**, Appointments to Westlake Academy Foundation.
- c. Consider approval of **Ordinance 749**, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy

Corp., Mid-Tex Division Regarding the Company's 2014 and 2015 Rate Review Mechanism Filings.

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

4. CONDUCT A PUBLIC HEARING AND CONSIDER RESOLUTION 15-12, A PRELIMINARY PLAT OF THE PROPERTY ADDRESSED AS 1480 DOVE ROAD, DIVIDING THE EXISTING LOT INTO EIGHT (8) RESIDENTIAL LOTS THAT ARE ALL ONE-ACRE OR MORE IN SIZE.

Town Manager Brymer provided an overview of the item as recommended for approval by the Planning and Zoning Commission.

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat closed the public hearing.

MOTION: Council Member Belvedere made a motion to approve **Resolution 15-12**. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

5. EXECUTIVE SESSION

The Council convened into executive session at 7:14 p.m.

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 551.071 (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.

- c. 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
- d. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites.

6. RECONVENE MEETING

Mayor Wheat reconvened the meeting at 8:21 p.m.

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

No action taken as a result of executive session.

8. FUTURE AGENDA ITEMS

No future agenda items.

9. COUNCIL CALENDAR

10. 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 Belvedere seconded the motion. The motion carried by a vote of 4-0.

Mayor Wheat adjourned the meeting at 8:21 p.m.

APPROVED BY THE TOWN COUNCIL ON JUNE 15, 2015.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary



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

May 18, 2015

PRESENT: Mayor Laura Wheat and Council Members, Alesa Belvedere Carol Langdon, and Wayne Stoltenberg. Michael Barrett arrived at 5:11 p.m.

ABSENT: Rick Rennhack

OTHERS PRESENT: Town Secretary Kelly Edwards, Town Finance Director Debbie Piper, Jason Power Director of Information Technology, Communications & Community Affairs Director Ginger Awtry, Director of Human Resources & Administration Services Todd Wood, and Susan McFarland, Communications Specialist.

Special Session

1. CALL TO ORDER

Mayor Wheat called the special session to order at 5:08 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Wheat led the pledge of allegiance to the United States and Texas flags.

3. DISCUSSION AND CONSIDERATION OF ORDINANCE 748, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 9, 2015, FOR THE ELECTION OF THREE (3) COUNCIL MEMBERS TO TERMS EXPIRING MAY 2017.

MOTION: Council Member Stoltenberg made a motion to approve **Ordinance 748**. Council Member Langdon seconded the motion. The motion carried by a vote of 3-0.

4. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICIALS.

Mayor Wheat administered the Oath of office to Council Member Langdon and Stoltenberg.

5. DISCUSSION AND CONSIDERATION TO ELECT A MAYOR PRO TEMPORE.

MOTION: Council Member Stoltenberg made a motion to elect Council Member Langdon as Mayor Pro Tempore. Council Member Barrett seconded the motion. The motion carried by a vote of 3-0-1. Council Member Langdon abstained.

6. ADJOURNMENT

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

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

Mayor Wheat adjourned the meeting at 5:12 p.m.

APPROVED BY THE TOWN COUNCIL ON JUNE 15, 2015.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, May 18, 2015**

TOPIC: Consider approval of a Resolution approving the agreement for \$118,612.00 with Child’s Play, Inc to install new playground equipment at the Westlake Academy campus and authorize Town Manager to make funding changes not to exceed \$25,000.00 on this 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: June 15, 2015 **Completion Date:** August 31, 2015

Funding Amount: \$145,000 **Status -** **Not Funded** **Source -** General Fund

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

In 2003 the first playground equipment was installed on the east side of the Westlake Academy campus which was designed for K-5 grade students. Over the past 12 years the Academy has increased its enrollment in the K-5 grades and is in need of additional playground equipment to accommodate this growth and help develop eye hand coordination, enhance decision making skills, and offer opportunities for physical, social, & psychological growth. Staff received three quotes for playground equipment providers and selected Child's Play Inc.

Child's Play is the recommended supplier for the Burke playground equipment manufactured by BCI Burke out of Fond du Lac, Wisconsin. The specific design chosen has 22 play events. Nine of these events are elevated and 13 can be accessed at ground level which exceeds the ADA Accessibility Guidelines. This design encourages play and interaction between children with all abilities in one play area. The play events chosen on this structure will develop eye hand coordination, enhance decision making skills, and offer opportunities for physical, social, & psychological growth. Through physical fitness perspective this design will strengthen the entire body including upper body groups, core muscle groups, and lower body muscle groups. For the upper body the design offers both static and non-static types of overhead activities. The Burke Structure will also come with a Physical Fitness curriculum which can be used in P.E. classes at the playground.

The playground equipment team made up of teachers, PYP principle and staff received quotes from Game Time and Recreation Consultants of Texas, LLC. The team selected Child's play to provide the playground equipment for the Westlake Academy Campus.

RECOMMENDATION AND ATTACHMENTS

Staff recommends approving the agreement for \$118,612.00 with Child's Play, Inc to install new playground equipment at the Westlake Academy Campus. Funding in the amount of \$145,000 was approved in the FY14-15 Municipal Budget in the Maintenance/Replacement Fund.

Attachments: See consent item attachments



TOWN OF WESTLAKE

RESOLUTION NO. 15-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING THE AGREEMENT FOR \$118,612.00 WITH CHILD’S PLAY, INC., TO INSTALL NEW PLAYGROUND EQUIPMENT AT THE WESTLAKE ACADEMY CAMPUS AND AUTHORIZE TOWN MANAGER TO MAKE FUNDING CHANGES NOT TO EXCEED \$25,000.00 ON THIS PROJECT.

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

WHEREAS, the new playground equipment will develop eye hand coordination, enhance decision making skills, and offer opportunities for physical, social, & psychological growth of the students in grade K-G5; and

WHEREAS, approving the agreement with Child’s Play, Inc., to install new playground equipment at the Westlake Academy Campus; and

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

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

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

SECTION 2: That, the Town Council of the Town of Westlake, Texas, hereby approves the agreement with Child’s Play Inc. attached to this resolution as *Exhibit “A”*, and authorizes the Town Manager to execute the contract on behalf of the Town of Westlake.

SECTION 3: That the Town of Westlake Town Council hereby authorizes the Town Manager to approve change orders to this agreement up to \$25,000.00 in the aggregate, on behalf of the Town of Westlake.

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 15TH DAY OF JUNE 2015.

ATTEST:

Carol Langdon, Mayor Pro Tem

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

**AGREEMENT
BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT is dated as of the 15th day of June in the year 2015, by and between the Town of Westlake, Texas (hereinafter called OWNER) and Child's Play, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The furnishing of all labor, shipping, materials, equipment, and incidentals for the Westlake Academy Expansion Phase I which include installing of all security systems listed in the scope. All manufacture and warranty information must be provided in three ring notebook and CD.

Article 2. CONTRACT TIME.

3.1. CONTRACTOR agrees to commence work within five (5) days after the date of written notice to commence work, and to complete the work on which he has bid within eighty (80) working days as provided in the General Conditions.

Article 3. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work on a Unit Price Work Basis in accordance with the Contract Documents in current funds based on the measured quantities and the unit prices stated in the Proposal.

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment on work completed during the previous month on the first day of the month. CONTRACTOR shall present only one Application for Payment each month. Applications for Payment will be processed by OWNER shall make payment to CONTRACTOR within thirty (30) days of the date of the invoice.

Article 5. INTEREST.

All moneys not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR binds itself to use such materials and so construct the work that it will remain in good repair and condition for and during the period of one (1) year from the date of the repair and to maintain said work in good repair and condition for said term of one (1) year. CONTRACTOR binds itself to repair or replace the furnishing in whole or in part at any time within said period, if, in the opinion of the owner, it be deemed necessary.

6.3. To the fullest extent permitted by laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ARCHITECT and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, and Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

6.4. In any and all claims against OWNER or ARCHITECT or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Article 7. Contract Documents

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

7.1. Proposal

7.2. This Agreement

7.3. Performance Bond and Payment Bond

7.4. General Conditions

There are no Contract Documents other than those listed above in this Article 7.

Article 8. TERMINATION.

OWNER may terminate contract if CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers, or suitable materials or equipment, or otherwise violates in any substantial way any provisions of the Contract Documents. OWNER may, after giving CONTRACTOR seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work.

Article 9. MISCELLANEOUS.

10.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.2. In no event shall either OWNER or CONTRACTOR be liable to the other party hereto for special,

indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

OWNER and CONTRACTOR each binds itself, its partners, successors, assignees and legal representatives to the other party hereto, its partners, successors, assignees and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Three (3) copies of the Agreement. Two counterparts each have been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective on the 15th day of June, 2015.

OWNER:

CONTRACTOR:

Town of Westlake, Texas

By: _____
Laura Wheat, Mayor

By: _____

ATTEST: _____
Kelly Edwards, Town Secretary

ATTEST: _____

Address for giving notices:

3 Village Circle, Suite 202
Westlake, Texas 76262
(If OWNER is a public body, attach resolution authorizing execution of Agreement.)

(If CONTRACTOR is a Corporation, attach evidence of authority to sign.)



TYPE OF ACTION

Workshop- Discussion

**Westlake Town Council Meeting
Monday,**

TOPIC: Discussion of a Contract with MESA Planning for Phase 1 Planning Consulting Services for Development of Certain Ordinances to Implement the Town’s Recently Adopted New Comprehensive Plan.

STAFF CONTACT: Tom Brymer, Town Manager
Eddie Edwards, Director of Development Services

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Informed & Engaged Citizens / Sense of Community	Municipal & Academic Operations	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Increase Transparency, Accessibility & Communications
<u>Strategic Initiative</u>			
Educate Stakeholders about our Development and Environmental Goals			

Time Line - Start Date: July 2015 proposed Completion Date: 1st Qtr FY15-16 estimated

Funding Amount: \$90,000 Status - Funded Source - General Fund

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

During the process of developing an updated Comprehensive Plan (Comp Plan) from 2013-14, it was pointed out to the Comp Plan Steering Committee, P&Z, and the Town Council, that to implement many of the Comp Plan’s recommendations, some new ordinances and/or changes to our existing ordinances would be required. It is proposed to use the services of a professional planning consultancy for this effort as the Town staff does not have adequate time and resources to perform this work in a timely manner and still provide daily delivery of Town services. This proposed engagement to develop these ordinances and/or ordinance amendments is proposed to be done in four (4) phases of work. It is proposed to use MESA Planning since they are very

familiar with the work that needs to be done on the Town's ordinances to fit with our newly adopted Comp Plan.

While all four phases of the consultant's work are outlined in the proposed contract, **this contract only approves the first phase of the consultant's work which is to: a.) develop the transfer of development square footage (TDSF) mechanism and b.) incorporate it, along with the Comp Plan's policies, into the Town's development ordinances known as Chapter 102.** Cost of this first phase of consultant work is \$90,000. Phases 2-4, which again, would require a separate contract approval by the Town Council, would bring the total cost for all phases of this work to \$179,901, including a credit for work approved on MESA's Comp Plan engagement that was not performed (by mutual agreement). In the proposed contract with MESA, Pages 6 of 17 and 7 of 17 describe the Phase 1 scope of work as well the Phases 2-4 scope of work. Exhibit A to the proposed MESA contract provides further detail on the scope of work for Phase 1.

There will be other costs associated with this project. These costs include review of any new or revised ordinances by the Town Attorney and cost to codify any new or revised (amended) ordinances.

RECOMMENDATION AND ATTACHMENTS

The purpose of this workshop item is to present this recommended scope of work and have representatives from MESA present to answer questions of the Council about this proposed initiative.

1. Resolution approving contract with MESA for this engagement as described above.
2. Contract with MESA Planning for this engagement as described above.

TOWN OF WESTLAKE

RESOLUTION 15-14

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS APPROVING A CONTRACT WITH MESA PLANNING FOR PHASE 1 PLANNING SERVICES OF A POTENTIAL 4 PHASE ENGAGEMENT RELATED TO DRAFTING NEW ORDINANCES AND/OR ORDINANCE AMENDMENTS NECESSARY TO IMPLEMENT THE TOWN'S RECENTLY ADOPTED COMPREHENSIVE PLAN.

WHEREAS, the Westlake Town Council adopted a new Comprehensive Plan on March 2, 2015 with passage of Ordinance No. 747; and,

WHEREAS, the Westlake Town Council has identified as a high strategic priority the drafting of new ordinances and amendment of existing ordinances that facilitate the implementation this new Comprehensive Plan; and,

WHEREAS, the Westlake Town Council desires to utilize the services of a professional planning services firm familiar with its Comprehensive Plan to provide these ordinance drafting services; and,

WHEREAS, the Town Council has budgeted funding in the FY 14-15 Proposed Budget for this purpose; and

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

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

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

SECTION 2: THAT, the Town Council of the Town of Westlake, Texas, hereby approves the attached Contract with MESA Planning for planning services related to drafting new ordinances and amendments to existing ordinances for implementation of the Town's Comprehensive Plan that was adopted March 2, 2015, with said contract for planning services attached hereto as *Exhibit "A"* to this resolution; and further authorizes the Town Manager to execute said agreement on behalf of the Town of Westlake.

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

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

PASSED AND APPROVED ON THIS 15TH DAY OF JUNE, 2015.

ATTEST:

Carol Langdon, Mayor Pro Tem

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

Contract Agreement Date: August 26, 2013

BETWEEN MESA Planning (hereinafter identified as the Architect) and Town of Westlake, Texas (hereinafter identified as the Owner):

The **Owner:**
Town of Westlake
Owner's Representative- Thomas E. Brymer, Town Manager
Town of Westlake
3 Village Circle, Suite 202
Westlake, Texas 76202

and the **Architect:**
MESA Planning
11700 Preston Road
Suite 660-229
Dallas, Texas 75230

for the following Project:
Westlake, Texas, Comprehensive Plan Update

The Owner and Architect agree as follows.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and the Scope of Work set forth in Exhibit "A" incorporated into Section 12.2 of this agreement:

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date: July 20, 2015

.2 Substantial Completion date: November 31, 2015

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in Section 12.2 of this Agreement.

§ 2.2 The Architect does not represent that they are providing the services of an attorney and shall perform its services (described herein) consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 Robin H. McCaffrey AIA, F AICP is a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain Professional Liability insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse

the Architect for any additional cost. The Architect's liability policy shall be a claims made policy in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Scope of Work consists of those Work Tasks described in Section 12.2 of this agreement as Exhibit "A" and Exhibit "C". Said services under this contract can be generally described as comprehensive plan implementation and policy services. Said services do not include any architectural design service.

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

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

§ 3.1.3 The Architect shall perform the work in accordance with the timeline contained in Section 12.2 of this agreement as Exhibit "B".

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Services requested, but not specifically included in the scope of services described in Exhibit "A" (such as additional meetings not specified in the task description), will be considered additional services. Modifications to the instruments of service, after approval by Owner, as a result of changes requested by Owner will be considered additional services and billed at an hourly rate as follows:

Principal	\$185.00
Associate-Planning	\$130.00
Associate Landscape Architecture	\$130.00
Project manager	\$110.00
Designer-Planner	\$ 90.00
Graphics/ Marketing/ Administration	\$ 75.00
Engineer	\$220.00
Financial Consultant	\$240.00
Principal Mosaic	\$200.00

Both the Owner and the Architect will agree to which billing rate specific parties are assigned for billing purposes.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to hourly fees specified in Section 4.1 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure

- of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Services necessitated by the owner's decision to extend property owner review and input beyond the meetings specified for such review and input in Section 12.2 of this agreement.
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing, other than those specified in Exhibit "A";
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information to the extent the Owner has such information and to the extent such information is such information is not available elsewhere and the information is necessary and relevant for the Architect to complete the Project.

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

§ 5.3 When requested, the Owner shall furnish any available City materials related to ordinance considerations described in Exhibit "A" such as a history of previous amendments and issues related to code administration.

§ 5.4 Upon request The Owner shall furnish all Plans, Studies, Ordinances, Policies, Surveys, and / or regulations regarding the city codes, code enforcement, or development policy.

§ 5.5 The Owner shall furnish any useful base maps, previous ordinance/ code documents, legal opinions, digital map files, development proposals, and/ or zoning submittal documents in the possession of the Owner and as requested by the Architect.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants to the extent those agreements or services are applicable to the Scope of Work in this Agreement, as determined by the Owner. The Owner shall furnish the instruments of service of consultants other than those designated in this Agreement when the Architect requests such information and demonstrates that they are reasonably required by the scope of the Project.

ARTICLE 6 COPYRIGHTS AND LICENSES

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

§ 6.2 The Architect and the Architect's consultants shall release all rights as the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, which shall be considered a Work for Hire, and shall belong to the Town. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights of the Town. However, nothing in this section prohibits the Architect and the Architect's consultants from utilizing summaries and provisions of the Instruments of Service, including the Drawings and Specifications, required by the Owner under this contract, for sales and marketing purposes.

§ 6.3 Upon execution of this Agreement, the Architect grants to the Owner a non-exclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of using, maintaining, altering and adding to the Instrument of Service, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the City Staff and others as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. If the Architect rightfully terminates this Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3 shall terminate.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 GENERAL

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.7.

§ 7.2 MEDIATION

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

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a Petition or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be a trial in the District Court of Tarrant County, Texas pursuant to Section 7.3 of this Agreement

ARTICLE 8 TERMINATION OR SUSPENSION

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

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

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

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

§ 8.5 The Owner or Architect may terminate this Agreement for their convenience and without cause upon not less than seven days' written notice and their mutual consent to do so.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 6 and Section 10.9.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 9.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.5 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Subject to the provisions contained in Section 6.2, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

§ 9.7 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 10 COMPENSATION

§ 10.1 For the Architect's Basic Services described in Exhibit "A", the Owner shall compensate the Architect and total fee as follows:

PART ONE: High Priority Ordinance Initiatives	\$90,000*
1.1 The Transfer of Development Square Footage Mechanism	
1.2 Integrating TDSF and Comp Plan Policies into Chapter 102	
PART TWO: Reorganization and Formulation of a Unified Development Code (to be authorized upon Town approval of subsequent contract)	\$75,000
2.1 Redistribution	
2.2 Reference to, coordination with, and integration of 2015 Comprehensive Plan	
2.3 Coordination with Engineer providing updated reference to Codes and Standards	

PART THREE: Other Ordinances (to be authorized upon Town approval of subsequent contract)	\$30,000
3.1 Building Quality Ordinance	
3.2 Revised Sign Ordinance	
PART FOUR: Review and Adoption (to be authorized upon Town approval of subsequent contract)	\$8,300
4.1 Legal Review	
4.2 Staff Review	
4.3 Codification	
4.4 Adoption	
Subtotal including the \$23,399 remaining in Comprehensive Plan Contract	\$203,300
Fee Amount less \$23,399 from the Comprehensive Plan Contract	\$179,901
*Fee for Part One including the \$23,399 remaining in Comprehensive Plan Contract	\$90,000

§ 10.2 For Additional Services, the Owner shall compensate the Architect in accordance with the following hourly fee schedule:

Principal MESA Planning	\$185.00
Associate-Planning	\$130.00
Associate Landscape Architecture	\$130.00
Project manager	\$110.00
Designer-Planner	\$ 90.00
Graphics/ Marketing/ Administration	\$ 75.00
Engineer	\$220.00
Financial Consultant	\$240.00
Principal Mosaic	\$200.00

Both the Owner and the Architect will agree to which billing rate specific parties are assigned for billing purposes.

§ 10.3 Compensation to the Architect shall be on a progress billing basis in which the Owner will be invoiced based on the percent of any Task (as described in Exhibit "A") completed at the time of the invoice.

§ 10.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 10.8.1 Expenses not included in this proposal. The following expenses are in addition to compensation for Basic and Additional Services, are subject to cap shown in Section 10.8.2, and include only actual proven expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1	Transportation and authorized out-of-town travel and subsistence;
.2	Fees paid for securing approval of authorities having jurisdiction over the Project, or other permit/ registration fees;
.3	Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.4	Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; [Unless this provision is applicable to this contract, take it out]
.5	All taxes levied on professional services and on reimbursable expenses;

§ 10.8.2 Reimbursable Expenses stated above shall be authorized by the Client prior to payment

§ 10.9 PAYMENTS TO THE ARCHITECT

§ 10.9.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 45 days after presentation of the Architect's invoice.

§ 10.9.3 The Owner shall not withhold amounts from the Architect's compensation as a deferred payment or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 10.9.4 If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Architect's option, cause for suspension of performance of service under this agreement. If the Architect elects to suspend service, prior to suspension of services, the Architect shall give seven (7) days written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension As agreed to by Owner.

§ 10.9.5 Records of Reimbursable Expenses shall be provided prior to receiving reimbursement. Expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner within 5 calendar days after request.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 11.1 Not included are the following:

- a. Utility Design Engineering (water, sewer, storm, electrical, cable, telephone, etc.)
- b. Illustrative plans, models and drawings not specifically described in the Scope of Services
- c. TDLR Submittal
- d. As Built Drawings
- e. Architectural Public Facility Space Needs Assessment
- f. Legal Review

§ 11.2 The Architect may subcontract consultants in the performance of any services described in this agreement (with Owner approval). Approved sub-contractors include Gresham Smith and Partners, RCLCO, Mosaic, Ashley Shook, and Eli Pearson.

§ 11.3 The Architect does not act as a General Contractor or Prime Contractor in any way, or accept responsibility, for poor workmanship on the part of others that are not part of this consultant team.

§ 11.4 The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: www.tbae.state.tx.us.

§ 11.10 The Architect shall indemnify and hold the Owner harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury arising directly from or out of the negligent performance of the Work. The Architect shall not be required, however, to indemnify any party against a claim arising from the willful misconduct or negligence of that party.

§ 11.11 Should any provision contained in this Agreement for any reason be held to be void, invalid, illegal or unenforceable, such determination shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid or unenforceable provision had never been contained in this Agreement.

§ 11.12 Notification to either party by the other that is required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Town of Westlake:
Thomas E. Brymer, Town Manager
Town of Westlake
3 Village Circle, Suite 202
Westlake, TX 76262
Phone: 817-490-5720

MESA Planning:
Robin McCaffrey AIA, FAICP
MESA Planning
11700 Preston Road, Suite 660-299
Dallas, TX 75230
Phone: 214-535-7484

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Agreement is comprised of the following documents listed below:

.1	Document OAB101, Agreement Between Owner and Architect
.2	Exhibit "A" Scope of Work to be done by MESA for Town, attached hereto and incorporated herein and MESA's Proposal, which is attached hereto and incorporated herein.
.3	Exhibit "B" Timeline

This Agreement entered into as of June 20, 2015.

OWNER (Signature)

ARCHITECT (Signature)

*Thomas E. Brymer, Town Manager
Town of Westlake*

Robin H. McCaffrey AIA, AICP, Senior Principal

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MESA + PLANNING**EXHIBIT "A" SCOPE OF SERVICES:****Introduction:**

Based on the feedback gathered at the meeting in April, the Team recommends breaking this project down into phases. The first phase will position the Town to embark upon a Transfer of Development Square Footage Growth Management strategy (as described in the 2015 Comprehensive Plan) and will ensure that Chapter 102 of the Westlake Code of Ordinances is consistent with the future Land Use element of the Forging Westlake Comprehensive Plan Update. Therefore, Part One is the Scope of this Contract. Other Phases are presented herein for full disclosure to the Town regarding additional contract elements necessary to attain a Unified Development Code, Special Ordinance Elements, and Adoption of the Code Revisions. These elements will be authorized by subsequent contract as the Town determines such additional scope elements to be timely.

Part One: High Priority Ordinance Initiatives.

Part one of this proposal focuses on the most urgent ordinance initiatives and comprises the full work scope authorized under this contract. These include formulation of the Transfer of Development Square Footage (TDSF) mechanism, needed to manage pending development growth within limits established by the recently adopted Comprehensive Plan, and revisions to Chapter 102 of the existing Code of Ordinances, needed to implement certain comprehensive policies.

1.1 Formulating the Transfer of Development Square Footage (TDSF) Mechanism: Due to the level of future traffic saturation (as a result of current entitlements) the Comprehensive Plan recommends attaining increased non-residential density in the future by moving non-residential square footage from areas where build-out will likely be (or should be) less than the FAR permitted by current PD Ordinances (called Sending Areas) to areas where market responsive build-out would likely exceed the FAR permitted by current PD Ordinances (called Receiving Areas). This Task sets out the work required to formulate a Transfer of Development square Footage Mechanism.

1.1.1 Comparable Ordinance Research and determination of Ordinance Structure most appropriate for Westlake: It is in the interest of the Town to formulate a TDSF ordinance that is built from existing ordinances which have proven effective. Therefore, the Ordinance Team will review comparable ordinances and summarize their applicability to Westlake. The TDSF Ordinance for Westlake will be built from the basic features of one or more of these documents.

1.1.2 Creation of a TDSF Zoning Suffix and increases/decreases to commercial square footage through TDSF without re-zoning: Establishing procedures and

classification for establishment of “Planned Development” as the primary zoning classification in Westlake, thereby setting up transition from the existing Euclidean entitlements to a Planned Development designation in which relations to the TDSF process are recognized.

1.1.3 Establishing the sending and receiving thresholds and clarifying links to the Comp Plan documents and how such documents are to be used: Establishing the relationship of the sending and receiving areas and/ or the sending/ receiving areas (as established by the 2015 Westlake Comprehensive Plan) to the evaluation and review procedures of the TDSF. Here, thresholds of maximum and minimum transfer will be established and the extent to which a potential Sending Area or Receiving Area status is effected by execution of TDSF within it.

1.1.4 Clarifying execution of incentive exchange rate: The primary intent of the TDSF is to promote and incentivize private implementation of public development goals as stated in the 2015 Westlake Comprehensive Plan. Therefore, the extent to which incentives effect the rate of exchange applied to any TDSF and the procedures by which incentives are determined as appropriate/ merited as well as approved, will be established.

1.1.5 Clarifying the replacement of residential use for relocated commercial square footage in certain circumstances: The TDSF program has particular relevance to implementation of the Housing Plan element of the 2015 Westlake Comprehensive Plan. Therefore, particular attention will be paid to the means by which exported commercial square footage can and should be replaced by residential units and the target densities that are possible with such a conversion. Also, the process by which conversion proposals are evaluated and approved will be identified.

1.1.6 Establishing process of monitoring and tracking density increases and decreases: It is important that the TDSF program be accompanied by a clear monitoring and tracking system and that any increases in density over the density established by planned development ordinances is documented for permitting purposes. Therefore, such monitoring and tracking systems will be developed.

1.1.7 Establishing standards for documentation and submittal: It is essential to maintenance of a defensible and fair execution of the TDSF program that the materials reviewed by staff and the approving bodies be standardized. Therefore, submittal requirements will be developed as determined necessary.

1.1.8 Establishing the process for Certificate of Appropriateness: The TDSF program will likely be accomplished through a zoning suffix designation (which will identify sending and/ or receiving areas). Under the suffix designation, import or export

of commercial square footage will require a Certificate of Appropriateness (CA) before any building permit can be issued. Therefore, the process for application, review and consideration of a CA will be established.

1.1.9 Working with major property owners: Presentations to assembled property owners will be made at 2 points in the work process (to be determined in conjunction with Town Staff) for the purpose of receiving property owner comment and input.

1.1.10 Working with the Town Attorney and Town Staff: Consultation with, and review by, the Town attorney is essential. Therefore, the Ordinance Team will coordinate such review with the Town Attorney (working under existing contract with Westlake) as well as review and discussions with the Town Staff. See meetings below.

1.2 Integrating the TDSF Mechanism into the existing Chapter 102 of the Code of Ordinances: Once the TDSF Mechanism is formulated it must be reconciled with Chapter 102 and where it is combined with other applicable recommendations/ policies of the Forging Westlake 2015 Comprehensive Plan.

1.2.1 Inclusion and reference in Chapter 102: The current zoning chapter will be revised in order to facilitate implementation of the **Growth Management Policies** established in the Forging Westlake, 2015 Comprehensive Plan Update. The revisions will consider the Town's condition of being 100% zoned and more than 75% of that zoning is Planned Development. Therefore, the intent of this revision to support the Transfer of Development Square Footage Growth Management Strategy which seeks to allow redistribution of entitlement (in lieu of rezoning) and maintenance of a general overall vehicular trip generation so that future Levels of Service (on roadways and at intersections) can be maintained at levels acceptable to the Town. Therefore, revision of the Zoning Chapter will preserve existing land use tables and categorical standards but will investigate transition of all non-residential categorical zoning to a PD (such as the office component of the Margaret Lee Property) in an effort to maintain a uniform baseline upon which the Development Square Footage Transfer Mechanism can work. The revision of the Zoning Chapter will seek to make any future rezoning of categorical zoned non-residential land a Planned Development only and minimum content for such Planned Development will be established as well as the relationship between content of any future Planned Development and the Character Districts/ Land Use Plan established by the Comprehensive Plan. All revisions of the Zoning Chapter will be for the purpose of pointing to and supporting the **Transfer of Development Square Footage Ordinance**.

1.2.2 Inclusion and reference in other chapters: Just as Chapter 102 will need to be amended, other references to current zoning and/ or zoning procedures that conflict with

or inhibit implementation/ execution of the TDSF as described above will be reconciled with the redefinition of zoning for Westlake and the use of TDSF as the primary mechanism for density increases in the future.

1.1 and 1.2 Deliverables:

The following is a summary of the deliverables that will be provided to the Town through the course of Tasks 1.2 and 1.3:

- **Creation of a TDSF Ordinance:** An ordinance to be set into its own Chapter or Article or Division (as determined by the Ordinance Team). This ordinance instrument will be reviewed by the Town Attorney and Town Staff and appropriate revisions made by the Ordinance Team.
- **Amendments to Chapter 102:** Amendments as required to integrate the TDSF mechanism and integrate the applicable growth management policies of the Forging Westlake 2015 Comprehensive Plan.

Part One Meeting Sessions:

There are a total of three meeting sessions and a joint work session anticipated for Tasks 1.1 and 1.2. Each session will include at a minimum one meeting with the Project Coordination Team. At least one of these meetings will include Westlake Commercial Property owners most affected by the TDSF Ordinance. Other meetings will be with the Town Staff and Town Attorney as key questions of increasing development square footage without rezoning are addressed. A summary of the content of each has been included below.

- **Session #1:** Town Attorney and Town Staff to discuss the intent and the purposes of the TDSF initiative and identify the key issues of application.
- **Session #2:** Town Attorney and Town Staff to review preliminary design of the TDSF process and administration.
- **Session #3:** Major Commercial Property owners to review the preliminary TDSF mechanism and provide input.
- **Presentation:** Presentation to a joint work session of the Town Planning Commission and Town Council.

NOTE: Parts Two and Three (as generally described below) will be initiated by a separate contract between MESA Planning and the Town of Westlake.

Part Two: Reorganization and Formulation of a Unified Development Code: It is desirable for a Town faced with the high level of development now pending to establish a unified development code where all regulations regarding development can be placed for uniform application and management.

2.1 Redistribution: The Ordinance Team will reorganize the Chapters, Articles, Sections, and/or Divisions of the existing Westlake Code of ordinances (as well as the currently adopted

planned Development Ordinances) into a three volume framework. This portion of the work scope does not include new content, only reorganization according to the Code three volume structure as follows:

- **The General Ordinances:** These will be various ordinances containing regulations/ standards/ guidelines not related to land or building development. This includes such Chapters as “Taxation” and “Traffic and Vehicles” as well as various Sections within Chapters (such as Sections within Chapter 14: Animals). This will include the general powers of boards and commissions as well as standard procedures except zoning, platting, and permitting.
- **The Unified Development Code:** All Chapters and/ or Articles/ Sections/ Divisions within other chapters that present a regulation, process, standard, and/or guideline affecting land or building development will be gathered into the Unified Development Code Volume, where possible. Those Articles/Sections/ Divisions not able to be so relocated shall be referenced. The intent of reorganization and referencing as described above) is to deposit all regulation/processes/standards/ guidelines related to land or building development in one central subdivision of the Westlake Code of Ordinances. Currently, the “Unified Development Code” is a sub-section of the Community Development Chapter and does not address development standards or provisions. Part of the reorganization will be to remove Ch 26 Article II Unified Development Code from the general code of ordinances and restore it to its original form. It will be a separate volume that houses the standards and provisions used to regulate development in the Town of Westlake, including building, zoning and subdivision regulation and/or reference to other codes and/or reference to guidelines (where deemed appropriate).
- **The Planned Development Ordinances:** All currently approved Planned Development ordinances and current exhibits associated with those ordinances will be organized into a Planned Development Volume. This volume will also contain the various tabulations of the Planned Development content, identifying which Chapters, Sections, and/ or Divisions of the Unified Development Code are amended by them.

Task 2.2: Reference to, coordination with, and integration of the 2015 Comprehensive Plan Update.

Amendment to the Reorganized Westlake Code of Ordinances (Part One, above) will be made in order to replace references to plan documents, policies, and/ or maps that are now replaced upon adoption of the Forging Westlake, 2015 Comprehensive plan Update. In addition, places within the reorganized code will be created as necessary to reference and integrate the Policies section of that Plan. Finally, additional development review processes will be created where necessary to accomplish the intent of the plan, implement Transfer of Development Square Footage as envisioned by the plan and the Development Review Checklist as presented in the Plan.

Task 2.3: Coordination with Engineer providing updated reference to Codes and Standards.

The Ordinance Team will work with the Town's engineering consultant, charged with updating references to various studies, codes, plans, guidelines, and standards within the Westlake Code of Ordinances. The Ordinance Team will identify where existing references that need to be considered as well as identify places (within the Code) where new references need to be provided or new standards/guidelines need to be formulated.

Part Three: Other Ordinances

3.1 Building Quality Ordinance: Establish a regulatory element within the reorganized Code of Ordinances which speaks to residential building quality. Materials, workmanship, typical construction assemblies, and discipline of design will be addressed through standards, criteria and procedures. The purpose of this element is to assure that future residential construction in Westlake will compliment and support the quality of design and value now present within the Town.

3.2 Revised Sign Ordinance: Using the Character Districts set forth in the 2015 Comprehensive Plan Update, the Planning Team will create a revised Sign Ordinance that establishes Sign Districts and sets standards for sign types by district. In this revised ordinance, signs within the Regional Commercial Sign District would be subject to different standards than signs within the Community Commercial Sign District.

Part Four: Review and Adoption

4.1 Legal Review: The Ordinance Team will work closely with the Town Attorney who will provide on-going legal review and comment.

4.2 Staff Review: The Ordinance Team will work closely with the Town Staff who will provide on-going legal review and comment.

4.3 Codification: The Ordinance Team will work with Muni-Code and the Town to facilitate final codification.

4.4 Adoption: The Ordinance Team will make presentations as to Commission and Council through the process of considering these ordinances and ordinance revisions.

EXHIBIT "B": PROJECT TIMELINE

Project Timeline										
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Part One										
1.1 TDSF										
1.2 Chapter 102										



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Authorize the Town Manager to execute an Advanced Funding Agreement with TxDOT for the construction of a traffic signal at the FM 1938-Solana intersection.

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

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	People, Facilities, & Technology	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Improve Technology, Facilities & Equipment
<u>Strategic Initiative</u>			
Conduct Neighborhood Meetings and Discussions			

Time Line - Start Date: June 15, 2015 **Completion Date:** June 15, 2015

Funding Amount: \$157,540.50 **Status -** **Funded Source - General Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Entrada PID engineering design and funding included a traffic signal at the intersection of FM 1938 and Solana Blvd. The developer's engineer has designed the signal to meet the Town's standards (i.e. lighting, powder coating). As you know, FM 1938 is a TxDOT road and therefore, we are working with them to include this signal work in their existing signal construction work.

RECOMMENDATION AND ATTACHMENTS

Staff recommends approval

Exhibit A - Resolution

Exhibit B - TxDOT Advanced Funding Agreement

TOWN OF WESTLAKE

RESOLUTION NO. 15-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A TRAFFIC SIGNAL AT THE FM 1938 AND SOLANA INTERSECTION.

WHEREAS, the Town Council finds that signalization of the intersection benefits commuters and citizens and is in the best interest of residential and corporate citizens; and

WHEREAS, Westlake desires to provide residents and commuters safe and aesthetically pleasing streets to travel; and

WHEREAS, the Town Council finds that the proposed agreement with the Texas Department of Transportation is necessary for the construction of the traffic signal at the FM 1938 and Solana intersection; and

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

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

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

SECTION 2: That, the Town Council of the Town of Westlake, Texas, hereby approves the agreement with the Texas Department of Transportation, in the amount of \$157,540.50 for the construction of a traffic signal at the FM 1938 and Solana intersection attached here to as *Exhibit "A"*; and further authorizes the Town Manager to execute said agreement on behalf of the Town of Westlake, Texas.

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

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

PASSED AND APPROVED ON THIS 15TH DAY OF JUNE 2015.

ATTEST:

Laura L. Wheat, Mayor

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

June 8, 2015

RE: Traffic Signal at FM-1938 / Solana Blvd near SH-114 (On-System)
CSJ: 0902-00-137
Tarrant County

Mr. Jarrod Greenwood
Director of Public Works
Town of Westlake
3 Village Circle Suite 202
Westlake, Texas 76262

Dear Mr. Greenwood:

Attached are two originals of the Advance Funding Agreement and the Advance Payment Form between the Town of Westlake and the State for the above referenced project.

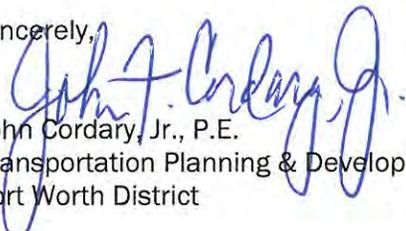
Please execute both originals and return them to the Fort Worth District, along with Advance Payment Form and a check made payable to the Texas Department of Transportation in the amount of \$157,540.50 at:

Texas Department of Transportation
Attn: Allen Bowie – Advance Transportation Planning & Development
2501 S. W. Loop 820
Fort Worth, Texas 76133

If needed, please place Town of Westlake stamps or extra signatures on the back of the agreement to preclude legibility issues.

If you should have any questions concerning this matter, please contact Allen Bowie at (817) 370-6755.

Sincerely,


John Cordary, Jr., P.E.
Transportation Planning & Development Director
Fort Worth District

Enclosures

cc: Javier Salinas, P.E., NTCOA



FOR STATE USE ONLY

Deposit 27-927(06380-3790) Project Charge: 02-76-0013-10-082

ADVANCE PAYMENT



Highway FM-1938/Solana Blvd near Sh-114 CSJ 090-00-137
 County TARRANT Project No. STP 2015 (226)
 Limits FM-1938/Solana Blvd near SH-114 in Westlake
 Description Traffic Signal Installation Non-Site Specific
 Type of Agreement AFA Local Government Contribution

Requested By Allen Bowie
 Section Advance Transportation Planning
 Date June 8, 2015
 Entity Name Town of Westlake
 Entity Code 45150

Reason & Amount of Funds Requested

Right of Way	<input type="checkbox"/>	\$ 0.00
Preliminary Engineering	<input type="checkbox"/>	\$ 0.00
Preliminary Engineering Overrun	<input type="checkbox"/>	\$ 0.00
Preletting	<input type="checkbox"/>	\$ 0.00
Construction	<input checked="" type="checkbox"/>	\$ 157,540.50
Construction Overrun	<input type="checkbox"/>	\$ 0.00
Total		\$ 157,540.50

To be Filled in by Outside Entity	
Amount Submitted	_____
Check #	_____
Date Submitted	_____

PLEASE RETURN THIS COMPLETED FORM WITH PAYMENT

To be Filled in by TxDOT After Receipt	
Amount Received	_____
Date Received	_____
Name of Employee (who received and processed deposit)	_____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the **Town of Westlake**, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number **#114027** authorizes the State to undertake and complete a highway improvement generally described as **Traffic Signal Installation Non-Site Specific**; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as, **installation of a traffic signal at the intersection of FM-1938 and Solana Blvd in North Tarrant County near SH-114 in Westlake. This will include Mast Arms, Signal Poles, Pedestrian Poles, Radar Detection System, Pedestrian Signals, Controller Cabinet, Electrical Service, Signs and Pavement Markings**, called the “Project”; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

- A.** The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B.** At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local

Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A. If the Local Government's financial responsibility is a specified percentage as reflected in Attachment A, Payment Provision and Work Responsibilities, and changed site conditions are discovered that result in the Local Government's funding being insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by the parties to this agreement. Should the Local Government fail to pay the additional funds, this agreement shall be mutually terminated in accordance with Article 11 – Termination.
- B. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<p><u>Local Government:</u></p> <p>Town Manager</p> <p>Town of Westlake</p> <p>3 Village Circle Suite 202</p> <p>Westlake, Texas 76262</p>	<p><u>State:</u></p> <p>Director of Contract Services Office</p> <p>Texas Department of Transportation</p> <p>125 E. 11th Street</p> <p>Austin, Texas 78701</p>
---	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Thomas E. Brymer

Typed or Printed Name

Town Manager

Title

Date

THE STATE OF TEXAS

Brian R. Barth
District Engineer
Fort Worth District

Date



**ATTACHMENT A
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government is 100% responsible for \$157,540.50 and for any cost overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction (by State)	\$157,540.50	0%	\$0	100%	\$157,540.50
Subtotal	\$157,540.50	0%	\$0	100%	\$157,540.50
Construction Direct State Costs	\$38,471.39	100%	38,471.39	0%	\$0
Indirect State Costs	\$9,042.82	100%	\$9,042.82	0%	\$0
TOTAL	\$205,054.71		\$47,514.21		\$157,540.50

Total payment by the Local Government to the State: **\$157,540.50**
 This is an estimate. The total amount of Local Government participation will be based on actual costs.



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Discussion and Consideration of a Resolution Appointing and Reappointing Various Affiliate and Planning & Zoning Commission Members.

STAFF CONTACT: Kelly Edwards, Town Secretary

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Informed & Engaged Citizens / Sense of Community	Municipal & Academic Operations	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: June 15, 2015 **Completion Date:** June 15, 2015

Funding Amount: 0.00 **Status -** **Not Funded** **Source -** N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

Members with expiring terms have been contacted by the Town Secretary and asked to respond as to their desire to continue to serve as a board, commission or committee member. Communications have also been sent out to residents via the Westlake Wire asking for residents to apply for any of the Boards and Commissions vacancies.

All current board members that expressed the desire to be reappointed have been listed in the resolution.

RECOMMENDATION

N/A

ATTACHMENTS

Resolution that will be completed with appointees as directed.

TOWN OF WESTLAKE

RESOLUTION NO. 15-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, REAPPOINTING AND APPOINTING MEMBERS TO THE 4B ECONOMIC DEVELOPMENT BOARD; PLANNING AND ZONING COMMISSION; TEXAS STUDENT HOUSING AUTHORITY BOARD OF DIRECTORS; THE TEXAS STUDENT HOUSING AUTHORITY; THE TEXAS STUDENT HOUSING CORPORATION – DENTON PROJECT; AND THE WESTLAKE ACADEMY FOUNDATION; AND WESTLAKE HISTORICAL PRESERVATION SOCIETY, AND RESOLVING RELATED MATTERS.

WHEREAS, the Town Council conduct annual board appointments and reappointments at a June meeting; and,

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

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 following individuals are hereby appointed/reappointed to the 4B Economic Development Board:

	<u>Term Expiration</u>
Laura Wheat, Mayor	June 2015
Carol Langdon, Council Member	June 2015
Michael Barrett, Council Member	May 2015
Rick Rennhack, Council Member	June 2015
David Brown, Non-Council Member	June 2015
Gregg Malone, Non-Council Member	June 2015
Vacant, Non-Council Member	June 2015

As a result of the appointments heretofore stated, the *4B Economic Development Board* is represented by the following:

	<u>Term Expiration</u>
Laura Wheat, Mayor	June 2017
Carol Langdon, Council Member	June 2017
Michael Barrett, Council Member	June 2017
Rick Rennhack, Council Member	June 2017

David Brown, Non-Council Member	June 2017
Gregg Malone, Non-Council Member	June 2017
Vacant, Non-Council Member	June 2017

SECTION 3: THAT the following individuals are hereby appointed/reappointed to the Planning and Zoning Commission:

	<u>Term Expiration</u>
William Greenwood	June 2015
Tim Brittan	June 2015
Liz Garvin	June 2016
Vacant	June 2016
Michelle Lee	June 2016
Sharon Sanden (Alternate member)	June 2016
Ryan Groce (Alternate member No. 2)	June 2015

As a result of the appointments heretofore stated, the *Planning and Zoning Commission* is represented by the following:

	<u>Term Expiration</u>
Vacant	June 2017
Tim Brittan	June 2017
Liz Garvin	June 2016
Vacant	June 2017
Michelle Lee	June 2017
Sharon Sanden (Alternate member No. 1)	June 2016
Vacant (Alternate member No. 2)	June 2017

SECTION 4: THAT the following individuals are hereby reappointed to the Texas Student Housing Authority, the Texas Student Housing Corporation, the Texas Student Housing Corporation – Denton Project, the Texas Student Housing Corporation – College Station Project;

	<u>Term Expiration</u>
Jim Carter	June 2014
Gregg Malone	June 2014
Scott Bradley	June 2014
George Ledak	June 2015
Tracy Schornack	June 2014
Vacant	June 2015
Liz Garvin	June 2015

As a result of the appointments heretofore stated, the *Texas Student Housing Authority, the Texas Student Housing Corporation, and the Texas Student Housing Corporation – Denton Project*, are represented by the following:

Term Expiration

Jim Carter	June 2016
Gregg Malone	June 2016
Scott Bradley	June 2016
Vacant	June 2017
Tracy Schornack	June 2016
Vacant	June 2017
Vacant	June 2017

SECTION 5: THAT the following individuals are hereby appointed/reappointed to the Westlake Academy Foundation Board of Directors:

	<u>Term Expiration</u>
Ken Gorden	June 2015
Sean Shope	June 2017
Zan Jones	June 2017
Jeff Watson	June 2017
Karen Stoltenberg	June 2016
Vacant	June 2016
Vacant	June 2015
Leah Rennhack	June 2017
Rebecca Neidich	June 2014
Vacant	June 2017
Bill Greenwood	June 2017
Deborah Kraska	June 2017
Kevin Hansen	June 2017
Andrew Grieser	June 2017
Andy Sedino	June 2017

As a result of the appointments heretofore stated, the *Westlake Academy Foundation* is represented by the following:

	<u>Term Expiration</u>
Karen Stoltenberg	June 2016
Vacant	June 2016
Andrew Grieser	June 2016
Kevin Hansen	June 2016
Debra Kraska	June 2016
Sean Shope	June 2017
Zan Jones	June 2017
Jeff Watson	June 2017
Vacant	June 2015
Leah Rennhack	June 2017
Vacant	June 2017
Deborah Kraska	June 2017
Kevin Hansen	June 2017

Vacant	June 2017
Vacant	June 2018
Andy Sedino	June 2018
Wendy Greenwood	June 2018
Deanna Titzler	June 2018

SECTION 6: THAT the following individuals are hereby appointed/reappointed to the Westlake Historical Preservation Society:

	<u>Term Expiration</u>
Stephen Thornton	June 2016
Paula Thornton	June 2016
Vacant	June 2015
Vacant	June 2015
Daniel Zipperlen	June 2015
Jon White	June 2015
Wanda Brewster	June 2015
Robert Meyer	June 2016
Laurel Mason	June 2016

Staff Liaison- Town Manager or his appointee

As a result of the appointment heretofore stated, the *Westlake Historical Preservation Society*, is represented by the following:

	<u>Term Expiration</u>
Stephen Thornton	June 2016
Paula Thornton	June 2016
Becky Fisher	June 2018
Thomas Miller	June 2018
Daniel Zipperlen	June 2018
Jon White	June 2018
Wanda Brewster	June 2018
Robert Meyer	June 2016
Laurel Mason	June 2016

Staff Liaison- Town Manager or his appointee

SECTION 7: 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 8: That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 15th DAY OF JUNE 2015.

ATTEST:

Carol Langdon, Mayor Pro Tem

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Planning and Zoning Commission
Monday, June 8, 2015**

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Conduct a public Hearing and consider an application for:

Z-10-03-14; Zoning Change from R 1 “Estate Residential” to PD-6 “Planned Development - Single-family Residential District known as Westlake Meadows.” The subject property is approximately 8.8 acres located east of Sam School Road and north of the town limits, further described as tracts 7A1.7A1A1, 7A2, and 7B of the RP Estes subdivision, and tracts 1a, and 1A1 of the James B Martin Survey.

The property is located along the southern border of Westlake, extending from Sam School Road to Hwy 114. The lots will be located along the north side of a roadway that is part of the Southlake Meadows sub-division being developed in the City of Southlake, north of Dove Road and east of Sam School Road.

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>			

Time Line - Start Date: June 8, 2015 **Completion Date:** June 15, 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 adjacent to, and north of, the Southlake Meadows subdivision in Southlake. Southlake Meadows is a 77 acre, 105 lot residential sub-division with lots ranging in size from just under 16,000 sq. ft. to just over 30,000 sq. ft..

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 PD Ordinance proposed for this property has incorporated enhanced design standards to maintain the higher quality housing product recommended in the recently approved Comprehensive Plan.

The Concept Plan includes a publicly accessible but privately maintained Open Space area that will have a trailhead parking area and a hike and bike trail that connects the Westlake trail system to the Southlake trail system.

RECOMMENDATION

The applicant has requested that this case be tabled until the August 3, 2015 Planning and Zoning Commission meeting. The Planning and Zoning Commission unanimously voted to continue the Public Hearing until August 3, 2015.

ATTACHMENTS:

1. VICINITY MAP

Vicinity Map

Located along the southern border of Westlake, extending from Sam School Road to Hwy 114.





TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Planning and Zoning Commission
Monday, June 8, 2015**

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Public hearing and consideration of a resolution to approve a preliminary plat for approximately 8.8 acres located east of Sam School Road and north of the town limits, further described as tracts 7a1.7a1a1, 7a2, and 7b of the RP Estes subdivision, and tracts 1a, and 1a1 of the James B Martin survey.

The property is located along the southern border of Westlake, extending from Sam School Road to Hwy 114. The lots will be located along the north side of a roadway that is part of the Southlake Meadows subdivision being developed in the City of Southlake, north of Dove Road and east of Sam School Road.

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: June 8, 2015

Completion Date: June 15, 2015

Funding Amount: Status - Not Funded

Source - N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

RECOMMENDATION

The applicant has requested that this case be tabled until the August 3, 2015 Planning and Zoning Commission meeting. The Planning and Zoning Commission unanimously voted to continue the Public Hearing until August 3, 2015.

ATTACHMENTS:

1. VICINITY MAP

Vicinity Map

Located along the southern border of Westlake, extending from Sam School Road to Hwy 114.





TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Planning and Zoning Commission
Monday, June 8, 2015**

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Conduct a public Hearing and consider an application for:

Z-05-01-15; Zoning change amending the Planned Development regulations and the Planned Development Site Plan for Planning Area 1 of the PD1 zoning district (PD1-1). The property is located on both sides of Solana Parkway and west of Hwy 114, and is commonly known as the Solana Office Park.

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: June 8, 2015 **Completion Date:** June 15, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The proposed amendment adds Section 12 “Signs” to the ordinance that regulates the PD 1 zoning district. It will pertain only to the portions of PD1 that are not in Planning Areas that have their own sign regulations specific to the Planning Area. PD1-2 and PD 1-3, the Entrada and Granada developments, do contain their own sign regulations. The proposed amendments provide regulations that will allow approval of sign permits for signage similar to what was included in the Solana signage and entryway updating plans presented as informational items to the Planning and Zoning Commission and Town Council during workshops held a few months ago.

The Solana development was originally zoned and developed as a single-user complex with some accessory or support users mixed in. Over the years since IBM moved out, the buildings have been leased to multiple tenants, and the expectations are that it will be occupied by an ever growing mix of office and retail tenants which will increase the demand for various types of signage.

RECOMMENDATION

The Planning and Zoning Commission unanimously voted recommend approval of the PD ordinance amendment.

ATTACHMENTS:

Amending Ordinance with exhibits

TOWN OF WESTLAKE

ORDINANCE NO. 750

AN ORDINANCE AMENDING ORDINANCE 202, AS AMENDED; ADDING SECTION 12 “SIGNS”; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 24, 1992, the Town Council of the Town of Westlake, Texas adopted a Comprehensive Plan for the Town; and

WHEREAS, on November 13, 1992, the Town Council of the Town of Westlake, Texas adopted a Comprehensive Zoning Ordinance; and

WHEREAS, on November 16, 1992, based upon the recommendation of the Planning and Zoning Commission, the Town Council of the Town of Westlake, Texas amended the Comprehensive Zoning Ordinance with Ordinance 202, creating “PD-1”, and

WHEREAS, an analysis of the Town’s codes and regulations has determined that an amendment to these codes and regulations are required in order to protect the health, safety, and welfare of the Town and to comply with the development goals for low density residential development; and

WHEREAS, on June 08, 2015, the Planning and Zoning Commission of the Town of Westlake has recommended that Ordinance 202, as amended, be revised in accordance with the procedures and processes established in the Code of Ordinances for the Town; and

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 found to be true and correct.

SECTION 2: That Ordinance 202 (“PD-1”), as amended, of the Town of Westlake, Texas be amended by adding Section 12 to read as shown in Exhibit 1, attached.

SECTION 3: Sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4: This Ordinance shall be cumulative of all other ordinances of the Town affecting the regulations of land and zoning and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5: It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

PASSED AND APPROVED ON THIS 15th DAY OF JUNE 2015.

ATTEST:

Carol Langdon, Mayor Pro Tem

Kelly Edwards, Town Secretary

Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBIT "1"

Section 12. Signs. The regulations of this Section shall apply to all exterior signs in PD1 unless differing regulations are contained within a specific Planning Area, in which case the Planning Area regulations shall govern.

A. DEFINITIONS. In this section, the following words and phrases have the meanings respectively ascribed to them by this section:

(1) ATTACHED SIGN means any sign attached to, applied on, or supported by, any part of a building (such as a wall, roof, window, canopy, awning, arcade).

(2) DIRECTOR means the director of the Department of Planning and Development.

(3) MONUMENT SIGN means a detached sign applied directly onto a grade-level support structure (instead of a pole support) with no separation between the sign and grade.

(4) MOVEMENT CONTROL SIGN means a sign that must direct vehicular or pedestrian movement onto or within this district and may include the identification of any area or service or the name or logo of any premise located in this district.

(5) PEDESTRIAN MOVEMENT CONTROL SIGN means a sign providing information about any of the following:

(A) The name, trade name, or logo of the owner or occupant of any premise within this district.

(B) The identification of any premise within this district.

(C) Any accommodations, services, or activities offered or conducted, other than incidentally, on any premise within this district.

(D) Pedestrian directional information.

(E) Campus maps and other orientation information.

B. GENERAL PROVISIONS

1. Sign Permits. Except as otherwise provided herein, a sign permit issued in accordance with the procedures set forth in the UDC is required before any sign is erected or displayed. All sign permits shall be for a specific location, and any relocation shall require a new permit.

2. Lighting and Materials.

(a) For horizontal monument signs, vertical monument signs, building identifications signs and façade panel signs backlit illumination are preferred. However, internal illuminated within individual letters or sign element is permissible if dimmable, in which case lighting levels

shall be subject to maximum settings established by the Town Council. Wall plaques may be illuminated with downward directed wall sconces, or if located under covered areas may be illuminated by directional spot lighting.

(b) Sign materials identified in Exhibits A through K- 2 shall be the permitted materials for each type of corresponding sign.

3. Signs Over The Public Right-Of-Way.

(a) Signs may be located in or attached to structures located in public right-of-way subject to the approval of a license agreement by the Town Council.

(b) The Town Engineer shall review the location of any sign located in or overhanging the public right-of-way to ensure that the sign will not pose a traffic hazard or visibility obstruction.

C. PERMITTED SIGN TYPES AND APPROVAL PROCEDURES. In this planning area the following types of signs may be permitted. Sign permits for signs complying with this ordinance shall be issued by the director. However, the director shall have the discretion to refer any sign permit to the Town Council for approval.

Area Marker. Area markers are monument signs that are movement control signs and are vertically oriented. They are intended to supplement horizontal monument signs and denote the entrance into the subareas/campuses of the district. Area markers are limited to 96 inches in height and 60 inches in width, with a maximum letter dimension of 12 inches in height. The director may issue permits for area markers at locations shown on Exhibit L. Additional locations may be established by site plan approval. An example of an area marker is shown at Exhibit A.

Blade Signs. Blade signs are attached signs that project at right angles to (perpendicular to) the face of a building. They are intended to be visible to pedestrians walking parallel to the building façade to demarcate the location of individual tenants/occupants, or to display the building number. Blade signs along the same façade shall be of uniform dimension and mounted at a uniform height in a manner that will not impede pedestrian traffic. Blade signs shall not project more than 30 inches from the face of a façade nor exceed 48 inches in height. Blade signs identifying a building number shall be limited to one sign per building façade. In addition, tenants shall be allowed one blade sign per façade. However, if more than one tenant façade panel sign has been established by site plan approval, additional corresponding tenant blade signs may be permitted as well. Examples of a blade sign is shown at Exhibit B-1 and B-2.

Building Identification Signs. Building identification signs are attached signs affixed to building walls or attached to or cut out of attached architectural elements such as canopies, wall projections or freestanding entrance canopies or portals. Except for hotel or special use buildings, these signs are intended to identify general names of buildings or building numbers rather than individual businesses occupying buildings. Letter height shall not exceed 24 inches. If a building number is used for building identification, it may be no more than 360 square feet. One building identification sign shall be permitted for each of up to two façades of the same

building having primary entrances. In the case of a hotel or fitness club, the hotel or fitness club brand may be used as the building identification rather than the general building name or building number. Examples of building identification signs are shown at Exhibit C-1, C-2 and Exhibit D.

Corral Portal Signs. Corral portal signs are attached signs intended to indicate arrival in the Solana district from the S.H. 114 exit ramps, and the direction of the subareas/campuses. Text is limited to the name of the district and the names of the subareas/campuses. Non-text graphics are limited to the Solana logo and directional arrows. Locations and dimension of Corral Portal Signs will be determined in conjunction with the license authorizing their placement in public right of way. An example of a corral portal sign is shown at Exhibit E.

Façade Panel Signs. Façade panel signs are attached signs intended for buildings primarily containing retail tenants. Background panels in building facades intended for façade panel signs may not exceed the width of the corresponding retail space. Individual letters and logos not exceeding 16 inches in height may be affixed or incorporated into the panels to identify the name of the establishment occupying the space. Occupants shall be limited to one façade panel sign per façade unless otherwise established by site plan approval. The director may approve sign permits for individual tenants or changes of occupancy provided that the signs comply with the letter height maximum and illumination standards established by this section. An example of a façade panel sign is shown at Exhibit F.

Horizontal Monument Signs. Horizontal monument signs are monument signs where the length exceeds the height. Horizontal monument signs are intended to identify the entrances to the district subarea/campuses from Kirkwood and Solana Boulevards and Sam School Road. Text is intended only to identify the subarea or campus and no more than one individual businesses or occupant name or logo per sign. Horizontal monument signs may not exceed five feet in height or forty feet in length. Non-text graphics are limited to graphic elements identified with the district. Except for locations approved with Exhibit L, site plan approval shall be required for horizontal monument signs. An example of a horizontal monument sign is shown at Exhibit G. Monuments will comply with signs within rights of way provisions herein.

Parking Garage Entrance Sign. Parking garage entrance signs are attached signs on or near the entrance of a parking garage or an entrance portal. Parking garage entrance signs shall be used solely to denote the entrance to a parking garage. One parking garage entrance sign is permitted for each entrance with letters not to exceed 20 inches in height. An example of a parking garage entrance sign is attached as Exhibit H.

Vehicle Movement Control Sign. Vehicle movement control signs as defined in subsection A shall be permitted by the director at any street or driveway intersection. Vehicle movement control signs may be pole mounted at a height not to exceed 72 inches. The sign face of vehicle movement control signs may not exceed 12 square feet. An example of a vehicle movement control sign is shown at Exhibit I.

Vertical Monument Signs. Vertical monument signs are monument signs where the height exceeds the length, or where a taller vertical element is combined with a horizontal element. There are two types of vertical monument signs.

(a) Primary Vertical Monument Signs. These signs may include text that identifies the district, the building and the individual businesses or organizations occupying a building. Primary oriented vertical monument signs are limited to 20 feet in height and 10 feet in width. The maximum letter height is 9 inches. A logo identifying the development is limited to 180 square inches; letters and other logos may not exceed 9 inches in height. Two primary vertical monument sign are permitted per building. Examples of primary vertical monument signs are shown at Exhibits J-1 and J-2.

(b) Secondary Pedestrian-Oriented Vertical Monument Signs. Secondary pedestrian oriented vertical monument signs are dimensioned and oriented for view by from pedestrian walkways. One secondary pedestrian oriented vertical monument is permitted per building façade. Secondary pedestrian oriented vertical monument signs may not exceed 12 feet in height or 10 feet in width. Title or district identification letter and logo height may not exceed 8 inches, otherwise letter and logo height may not exceed 4 inches. Pedestrian oriented vertical monument signs may contain any information listed under the definition of pedestrian movement control sign. If more than one pedestrian oriented vertical monument sign is requested per building façade, it must be approved through the site plan approval process. Examples of pedestrian oriented vertical monument signs are shown at Exhibits K-1 and K-2.

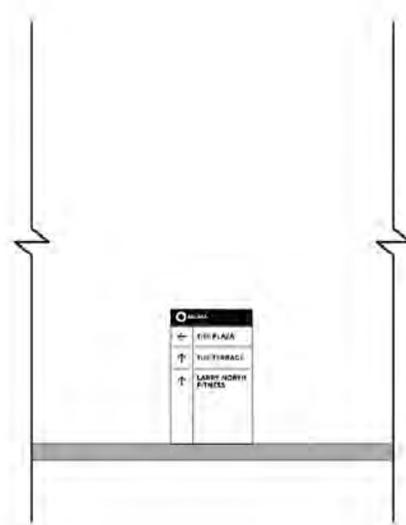
Wall Plaques. Plaques and affixed to the face of a building and not exceeding 648 square inches or one inch in thickness, and containing any information listed under the definition of pedestrian movement control sign may be approved by the director in any number, provided that multiple signs may not be approved in a single location.

Window Decals and Display Boxes. Each tenant/occupant shall be allowed to display window decals or display boxes indicating hours of operation, menus or other information pertinent to the premises. Window decal and display boxes shall not be require a permit if limited to no more than 216 square inches.

C. UNLISTED SIGN TYPES.

The Town Council shall have the discretion as part of site plan approval to approve sign types not listed herein or to approve listed sign types that vary in dimension or number from the signs listed herein, including detached monument signs located in or along the S.H. 114 right of way indicating entry into the Town of Westlake. Final design and location of Town of Westlake entry signs shall be as approved by the Town Council. A sample design is attached here to as Exhibit M solely to illustrate preliminary concepts.

EXHIBITS A through M for Section 12.



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 14, 2015

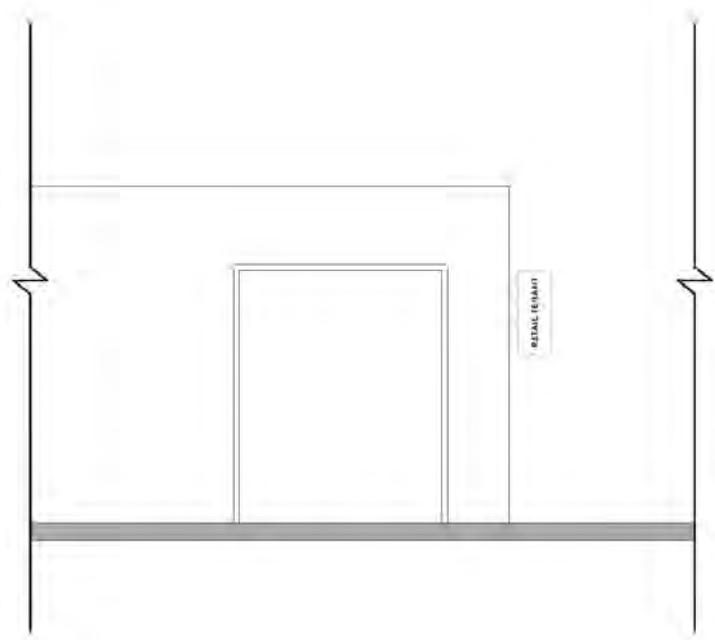


AREA MARKER

EXHIBIT A
1/8" = 1'-0"

S01001
PROJECT NUMBER

SK-A-001
SHEET NUMBER



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 14, 2015

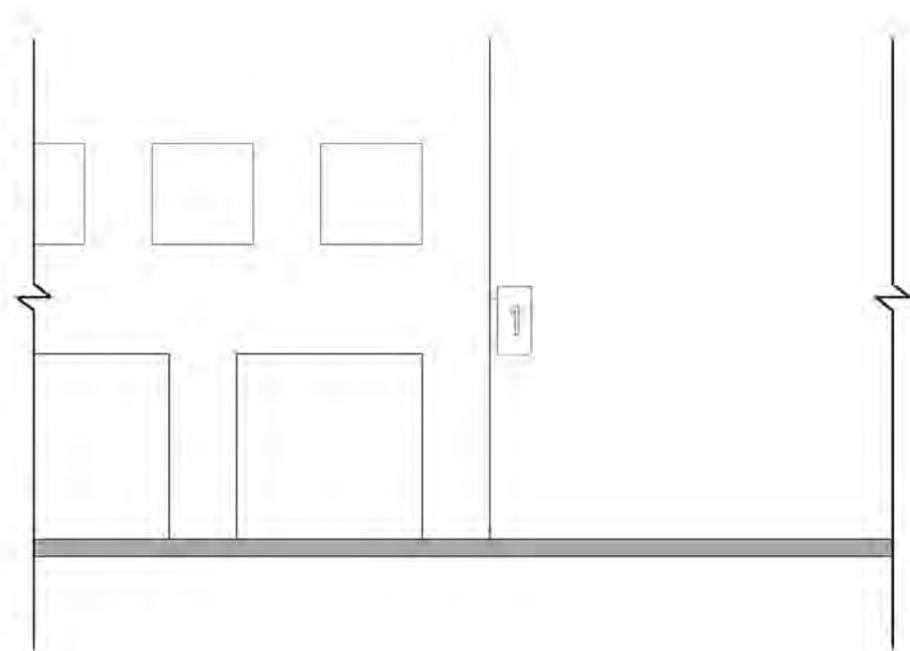


BLADE SIGN

EXHIBIT B-1
1/8" = 1'-0"

SOLOOT
PROJECT NUMBER

SK-A-002
SKETCH NUMBER



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 14, 2015

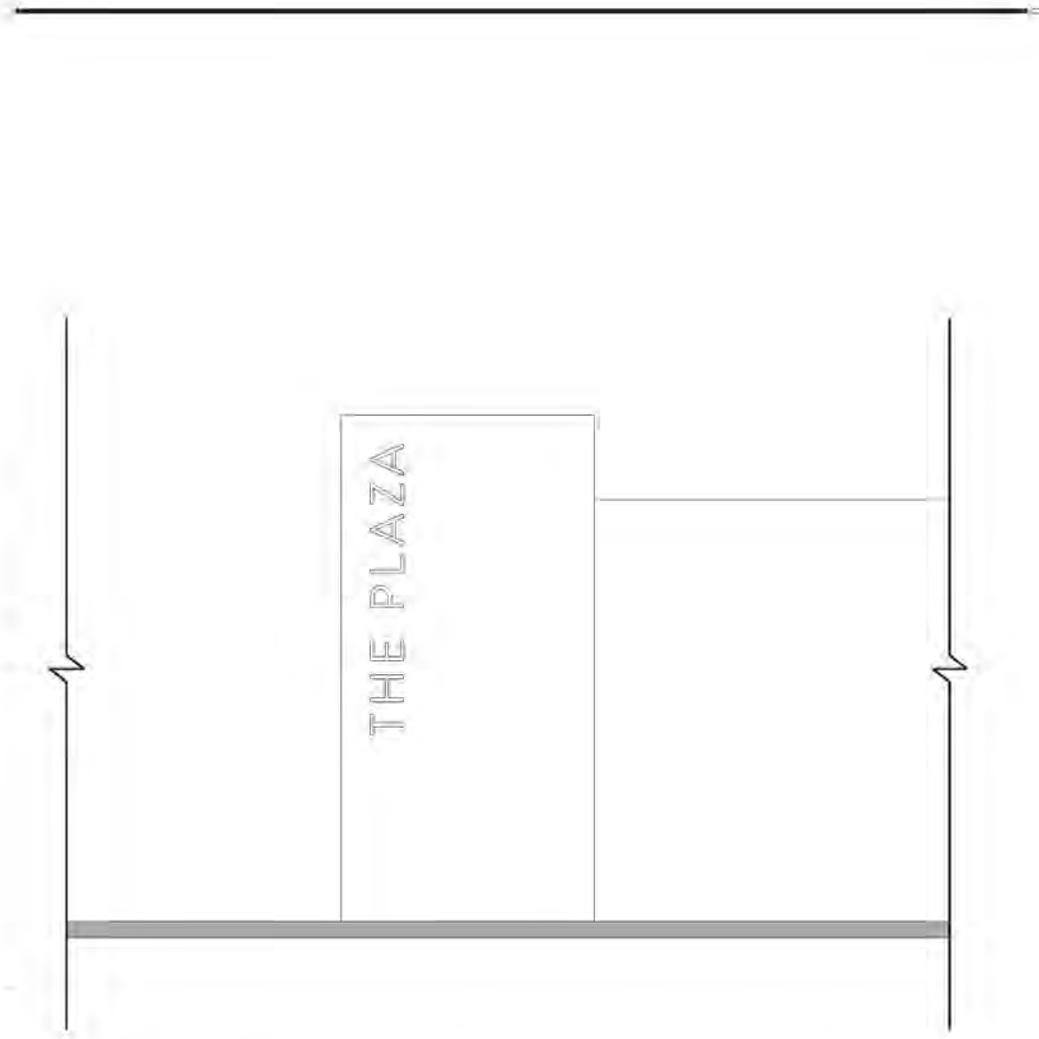


BLADE SIGN

EXHIBIT B-2
1/8" = 1'-0"

501001
PROJECT NUMBER

SK-A-003
SKETCH NUMBER



MATERIAL: ACRYLIC, POLYCARBONATE, OR METAL LETTERS; LETTERS MAY BE CUT OUT OF AN ARCHITECTURAL ELEMENT OR MOUNTED TO THE BUILDING.

May 14, 2015

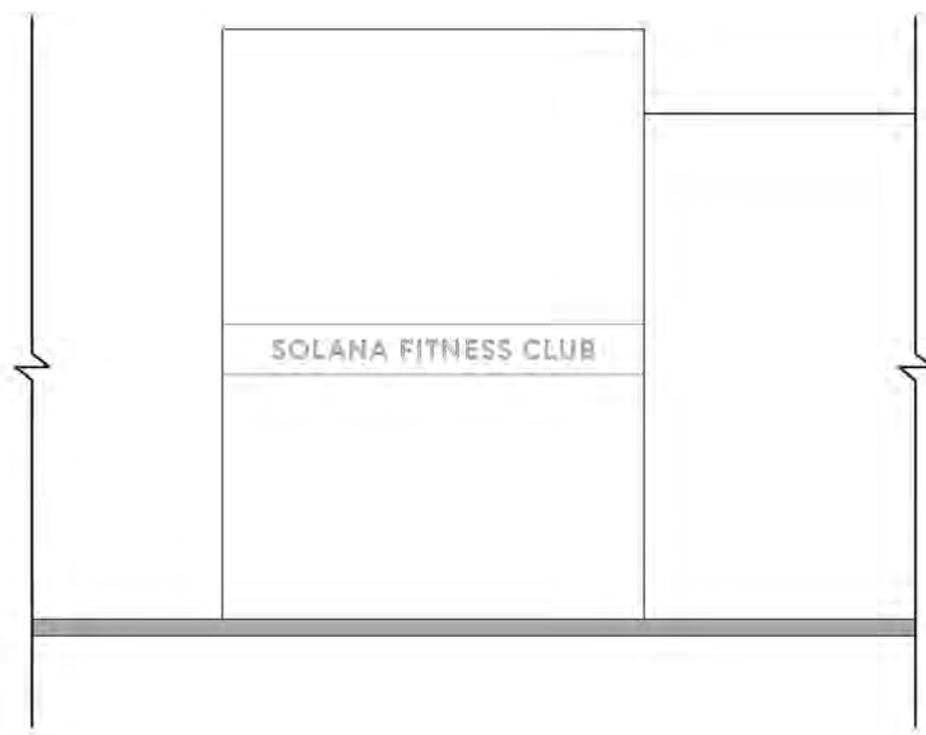


BUILDING IDENTIFICATION SIGN

EXHIBIT C-1
1/8" = 1'-0"

SOLOCI
PROJECT NUMBER

SK-A-004
SKETCH NUMBER



MATERIAL: ACRYLIC, POLYCARBONATE, OR METAL LETTERS; LETTERS MAY BE CUT OUT OF AN ARCHITECTURAL ELEMENT OR MOUNTED TO THE BUILDING.

May 27, 2015

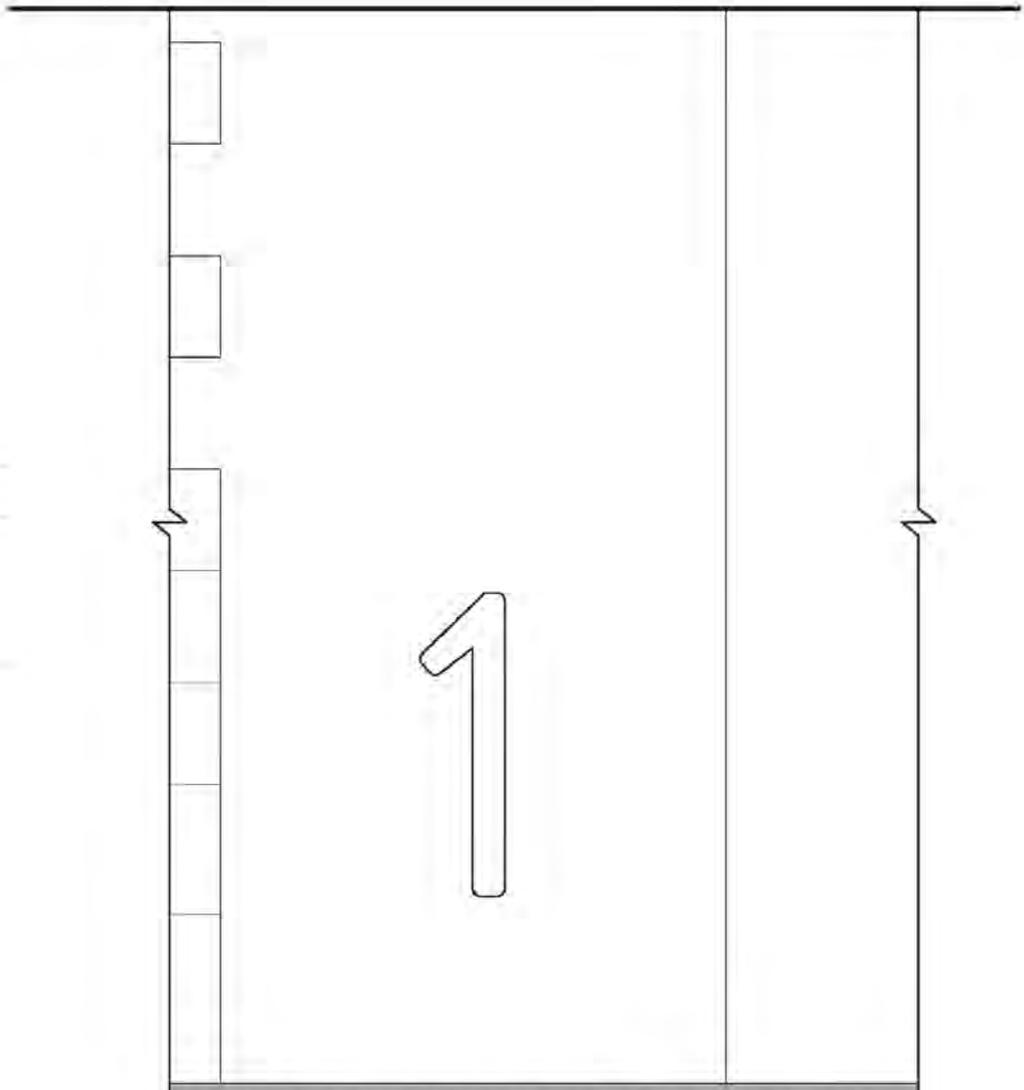


BUILDING IDENTIFICATION SIGN

SOLO01
PROJECT NUMBER

EXHIBIT C-2
1/8" = 1'-0"

SK-A-005
SKETCH NUMBER



MATERIAL: NUMBER SIGN TO BE PAINTED ON THE BUILDING OR MADE OF ACRYLIC, POLYCARBONATE, OR METAL; NUMBER MAY ALSO BE MOUNTED TO OR CUT OUT OF ARCHITECTURAL ELEMENT

May 14, 2015

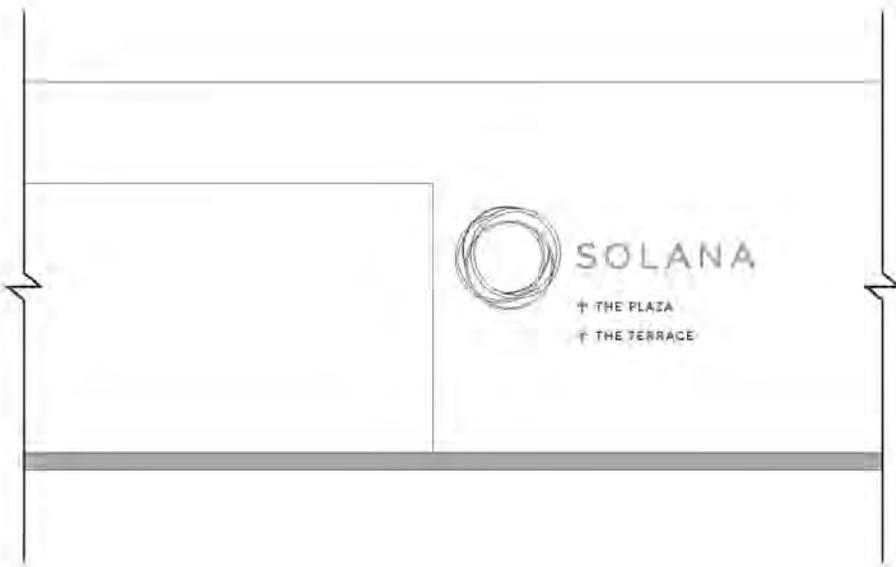


BUILDING IDENTIFICATION SIGN

EXHIBIT D
1/8" = 1'-0"

SOLOOT PROJECT NUMBER

SK-A-006
SKETCH NUMBER



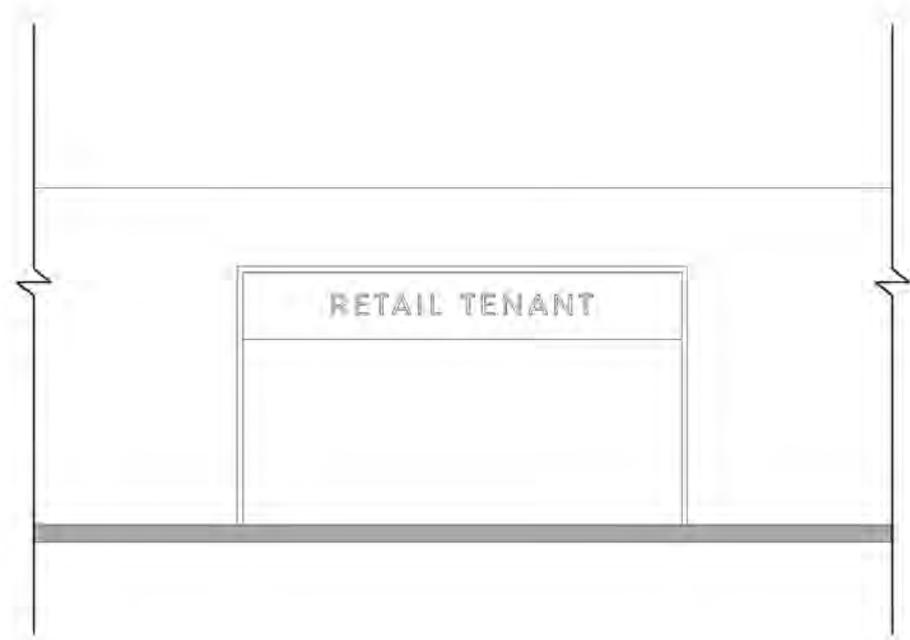
MATERIAL: ACRYLIC, POLYCARBONATE, OR METAL FOR LETTERS, LOGO, AND ARROWS; THESE ARE TO BE MOUNTED TO THE EXISTING PORTAL.

May 14, 2015



CORRAL PORTAL SIGN

EXHIBIT E
1/8" = 1'-0"
SK-A-007
PROJECT NUMBER SKETCH NUMBER



MATERIAL: ACRYLIC, POLYCARBONATE, OR METAL LETTERS; LETTERS MAY BE CUT OUT OF AN ARCHITECTURAL ELEMENT OR MOUNTED TO THE BUILDING.

May 14, 2015



FACADE PANEL SIGN

EXHIBIT F
1/8" = 1'-0"

SOLOCI
PROJECT NUMBER

SK-A-008
SKETCH NUMBER



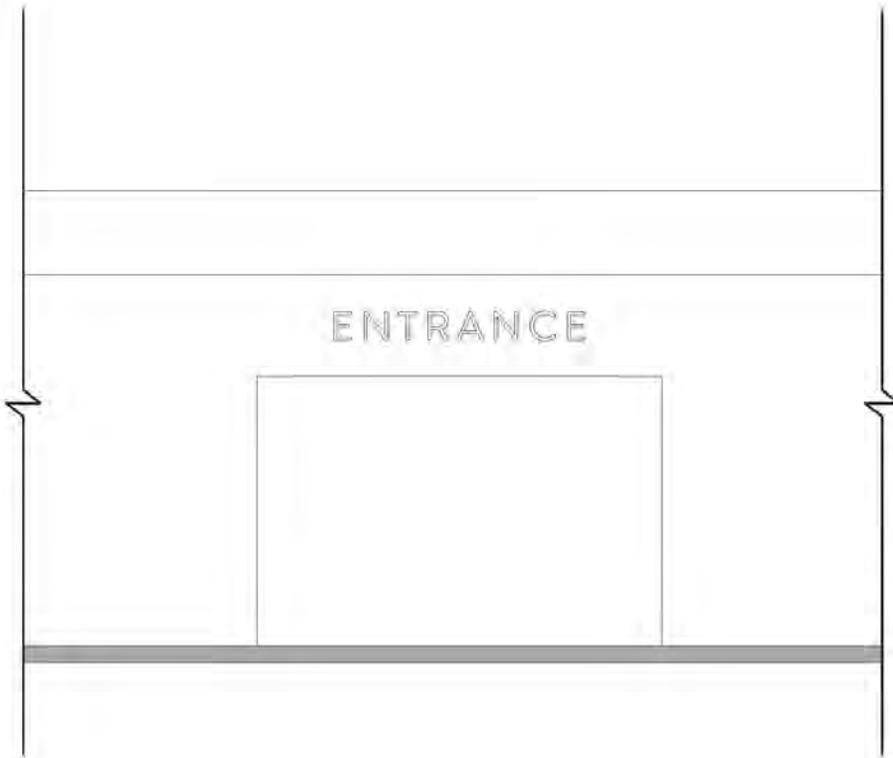
MATERIAL: ACRYLIC, POLYCARBONATE, OR METAL LETTERS MOUNTED TO OR CUT OUT OF METAL (EXPOSED, WEATHERED, OR PAINTED) MONUMENT SIGN; HORIZONTALLY-INSTALLED STONE TO BE LOCATED AT THE SIGN BASE.

May 14, 2015



HORIZONTAL MONUMENT SIGN

EXHIBIT G
1/8" = 1'-0"
PROJECT NUMBER: SK-A-009
SKETCH NUMBER



MATERIAL: ACRYLIC, POLYCARBONATE, OR METAL LETTERS; LETTERS MAY BE CUT OUT OF AN ARCHITECTURAL ELEMENT OR MOUNTED TO THE GARAGE.

May 14, 2015

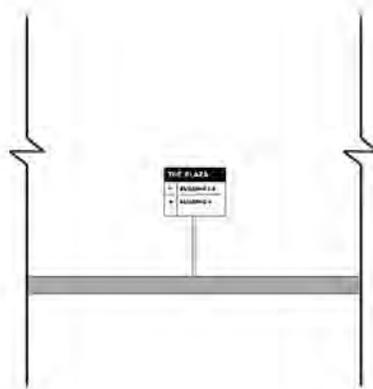


PARKING GARAGE ENTRANCE SIGN

SOLOOT PROJECT NUMBER

EXHIBIT H
1/8" = 1'-0"

SK-A-010
SKETCH NUMBER



MATERIAL: ALUMINUM OR POLYCARBONATE MOUNTED TO METAL POLE;
ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 14, 2015

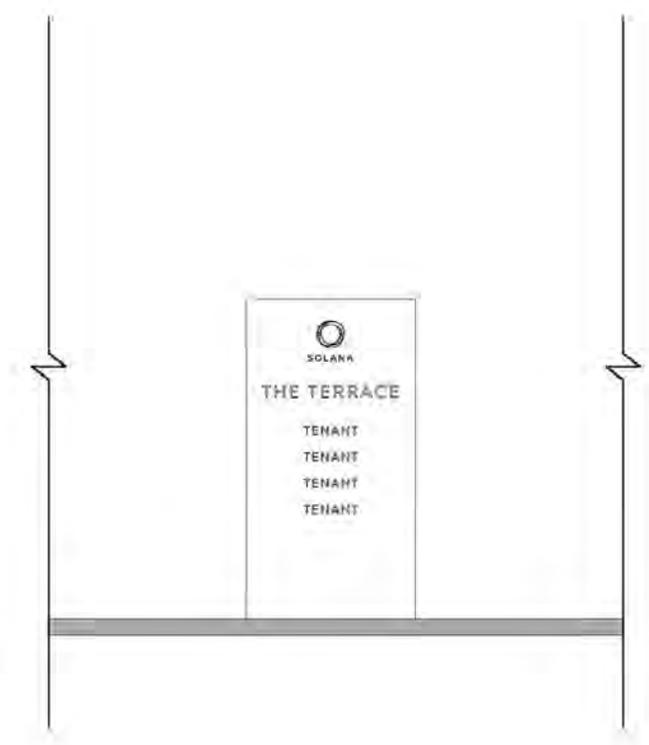


VERTICAL MOVEMENT CONTROL SIGN

EXHIBIT 1
1/8" = 1'-0"

SOLO01
PROJECT NUMBER

SK-A-011
SHEET NUMBER



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 14, 2015

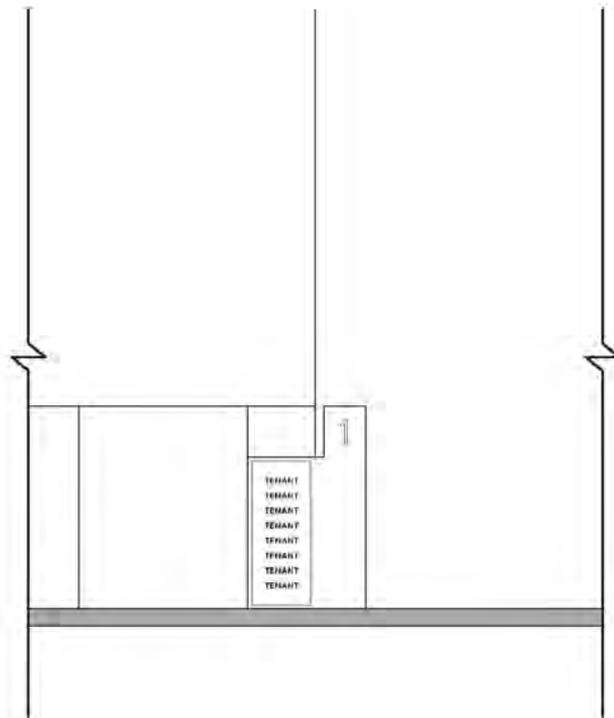


PRIMARY VERTICAL MONUMENT SIGN

EXHIBIT J-1
1/8" = 1'-0"

SOLOCI
PROJECT NUMBER

SK-A-012
SHEET NUMBER



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM
MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 29, 2015

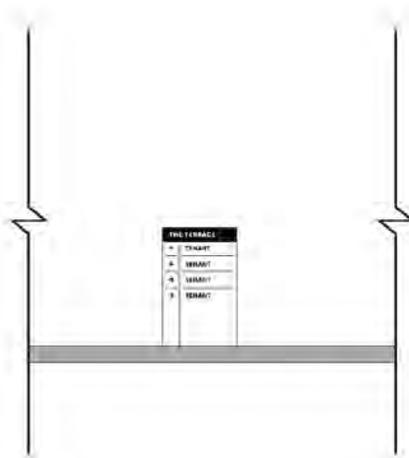


PRIMARY VERTICAL MONUMENT SIGN

EXHIBIT 4-2,
1/8" = 1'-0"

SOLOCI
PROJECT NUMBER

SK-A-013
SHEET NUMBER



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 14, 2015

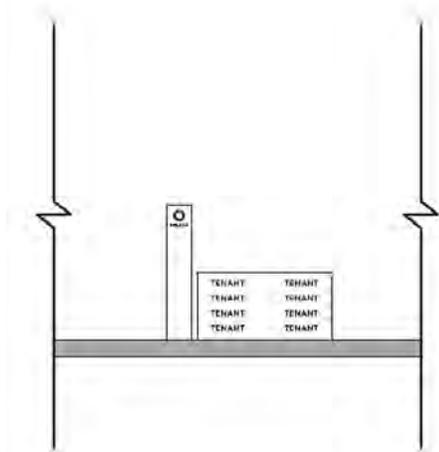


SECONDARY PEDESTRIAN ORIENTED
VERTICAL MONUMENT SIGN

SOLO01
PROJECT NUMBER

EXHIBIT K-1
1/8" = 1'-0"

SK-A-014
SKETCH NUMBER



MATERIAL: ALUMINUM COMPOSITE MATERIAL OR POLYCARBONATE; ALUMINUM MAY BE PAINTED OR PRE-FINISHED. LETTERS CAN BE ACRYLIC.

May 29, 2016



SECONDARY PEDESTRIAN ORIENTED
VERTICAL MONUMENT SIGN

SOLO01
PROJECT NUMBER

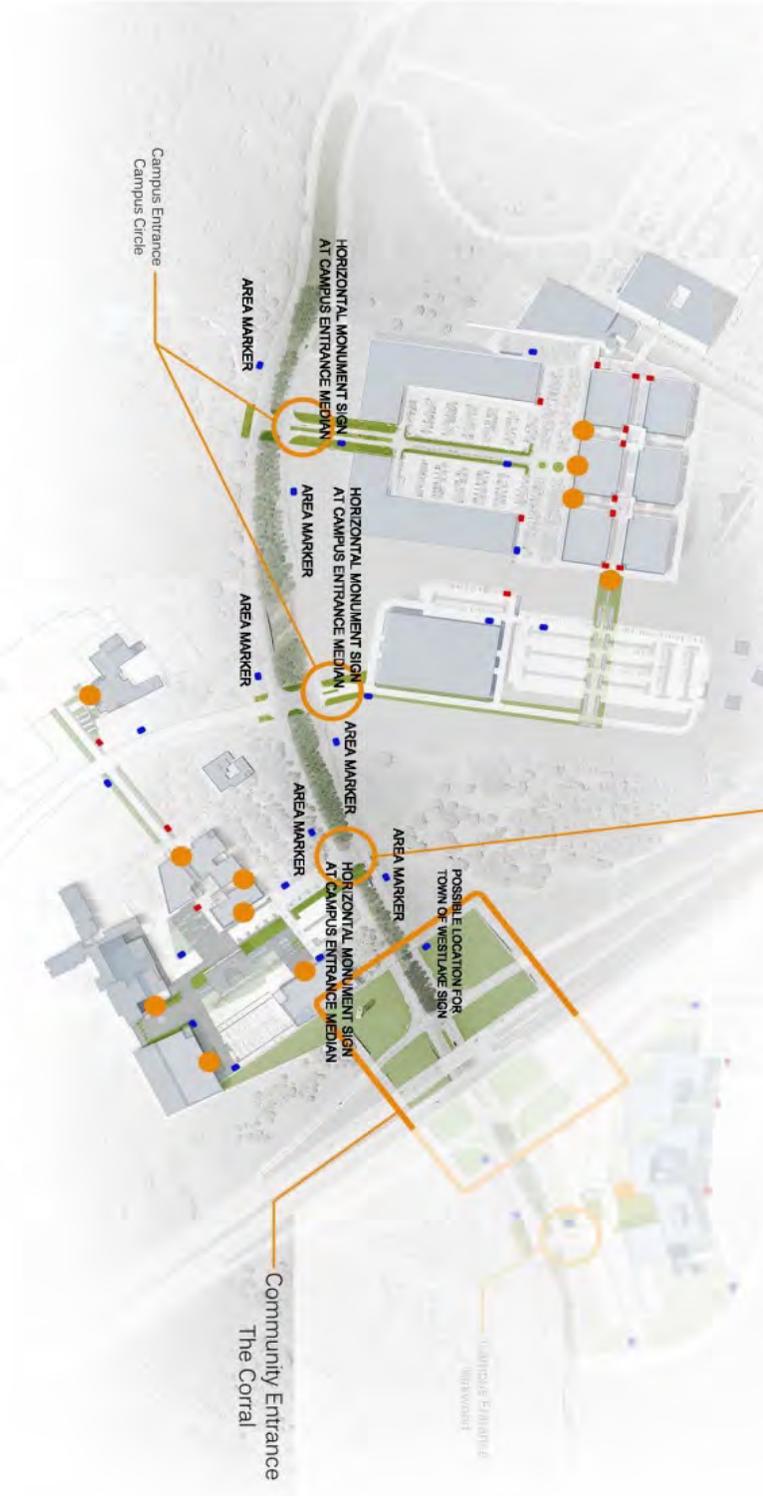
EXHIBIT K-2
1/8" = 1'-0"

SK-A-015
SKETCH NUMBER

Solana Wayfinding Masterplan

THIS SITE PLAN IS AN EXAMPLE OF WHERE DIFFERENT SIGN TYPES WILL MOST LIKELY BE LOCATED. THE DECISIONS FOR THE EXACT LOCATION OF SIGNS AND NUMBER OF SIGNS HAVE NOT YET BEEN FINALIZED.

- PORTAL MONUMENT SIGNAGE
- FACILITY ENTRANCE/ ARRIVAL SIGNAGE - AT CAMPUS CIRCLE, THESE WILL BE PRIMARY VERTICAL MONUMENT SIGNS. AT VILLAGE CIRCLE, THESE WILL MOSTLY BE SECONDARY PEDESTRIAN ORIENTED VERTICAL MONUMENT SIGNS, BUT THERE WILL BE A FEW PRIMARY VERTICAL MONUMENT SIGNS.
- VEHICULAR WAYFINDING SIGNAGE - UNLESS NOTED OTHERWISE, THESE WILL BE VERTICAL MOVEMENT CONTROL SIGNS
- PEDESTRIAN WAYFINDING SIGNAGE - THESE WILL BE SECONDARY PEDESTRIAN ORIENTED VERTICAL MONUMENT SIGNS



Town of Westlake | PD Site Plan Amendment | Exhibit L

Town of Westlake Proposed Sign - Option A
*THE DECISIONS FROM THE TOWN OF WESTLAKE ON THE SIGN DESIGN AND ITS EXACT LOCATION ARE TBD



Town of Westlake | PD Site Plan Amendment | Exhibit M

Town of Westlake Proposed Sign - Option B
*THE DECISIONS FROM THE TOWN OF WESTLAKE ON THE SIGN DESIGN AND ITS EXACT LOCATION ARE TBD



Town of Westlake | PD Site Plan Amendment | Exhibit M



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Planning and Zoning Commission
Monday, June 8, 2015**

**Westlake Town Council Meeting
Monday, June 15, 2015**

TOPIC: Conduct a public Hearing and consider an application for:

Zoning change amending the Planned Development Site Plan for the PD 1 zoning district. The property is located on both sides of Solana Parkway and west of Hwy 114, and is commonly known as the Solana Office Park. The amended PD Site Plan includes signage along Hwy 114 and Solana Blvd. and the addition of two parking garages on the north side of Solana Blvd. next to the existing office buildings.

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: June 8, 2015 **Completion Date:** June 15, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The proposed PD Site Plan amendments, if approved, will provide a mechanism for the Town Council to approve the permitting of some Unlisted Sign Types and deviations from the code sections requiring horizontal and vertical articulation for building walls. Specifically the proposed parking garages, while having horizontal and vertical articulation, do not have it exactly as required by the Code of Ordinances.

RECOMMENDATION

The Planning and Zoning Commission recommended unanimously that the PD Site Plan be approved with the following conditions:

1. The southeast corner of the parking garage shall receive the same corner enhancements as the northeast corner.
2. That a Town of Westlake entry monument sign be installed at the intersection of Hwy 114 and Solana Blvd. in a location and design as approved by the Town Manager.

ATTACHMENTS:

Exhibit A Parking Garage vicinity map, site plan, view exhibits, and elevations.

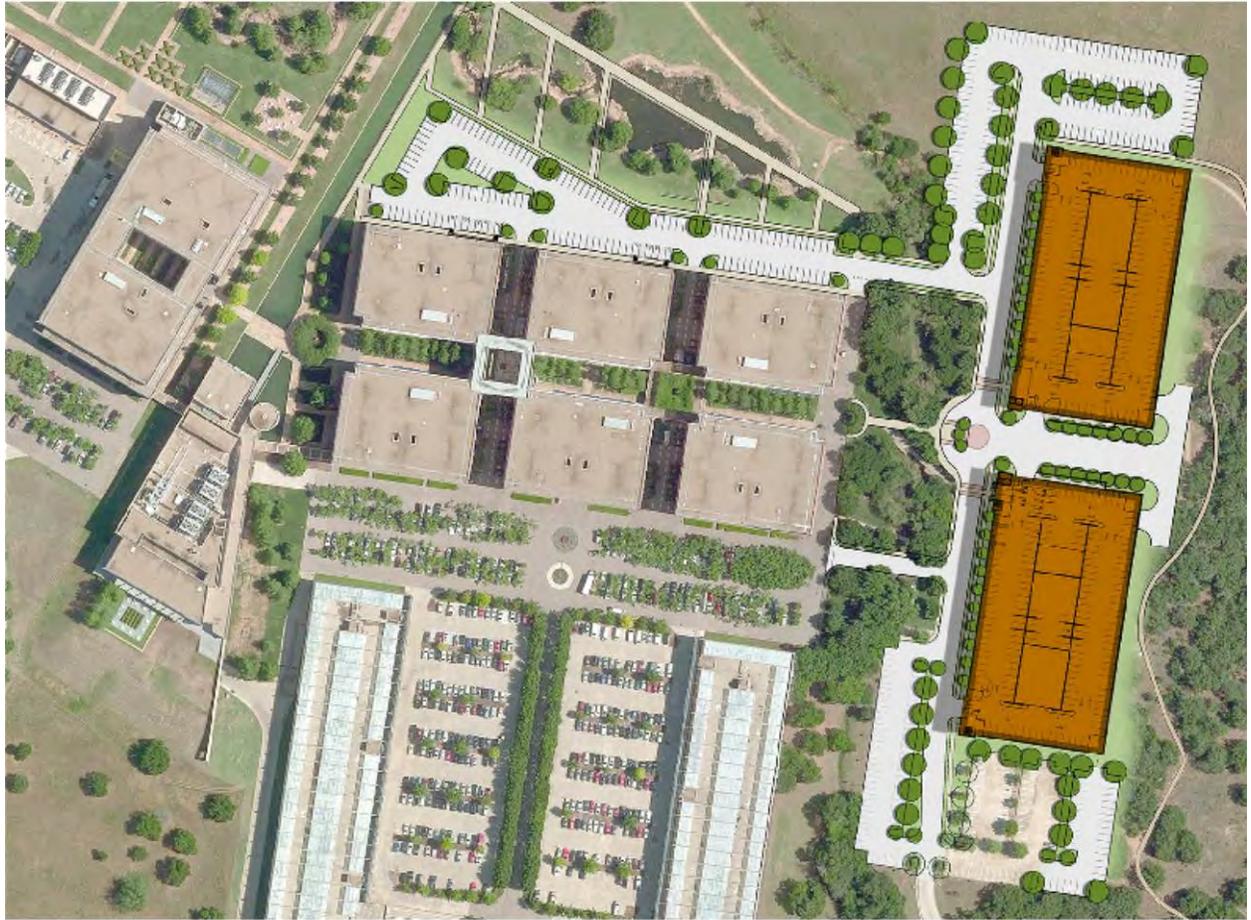
Exhibit B Signage at Hwy 114 and Solana Blvd.

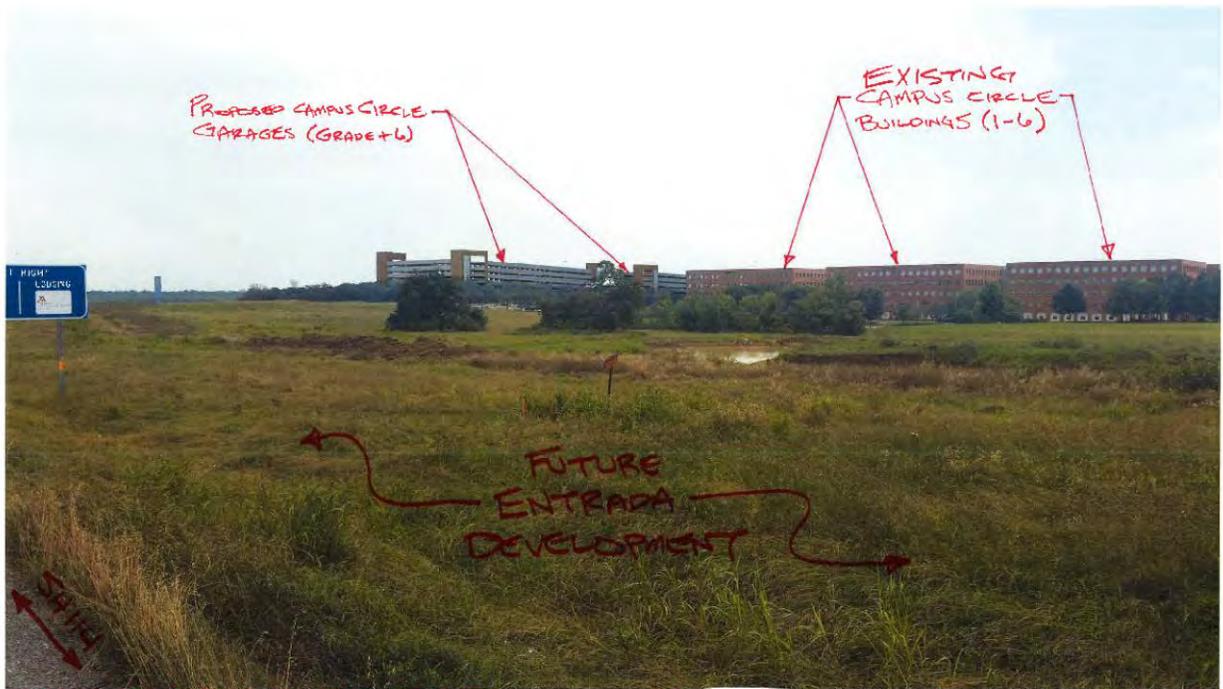
Exhibit "A"



CAMPUS CIRCLE - WESTLAKE, TX
5/29/2015

LOCATION OF PHOTO/VIEWS





CAMPUS CIRCLE - WESTLAKE, TX
5/29/2015

VIEW# 1: LOOKING SOUTHEAST FROM SH 114





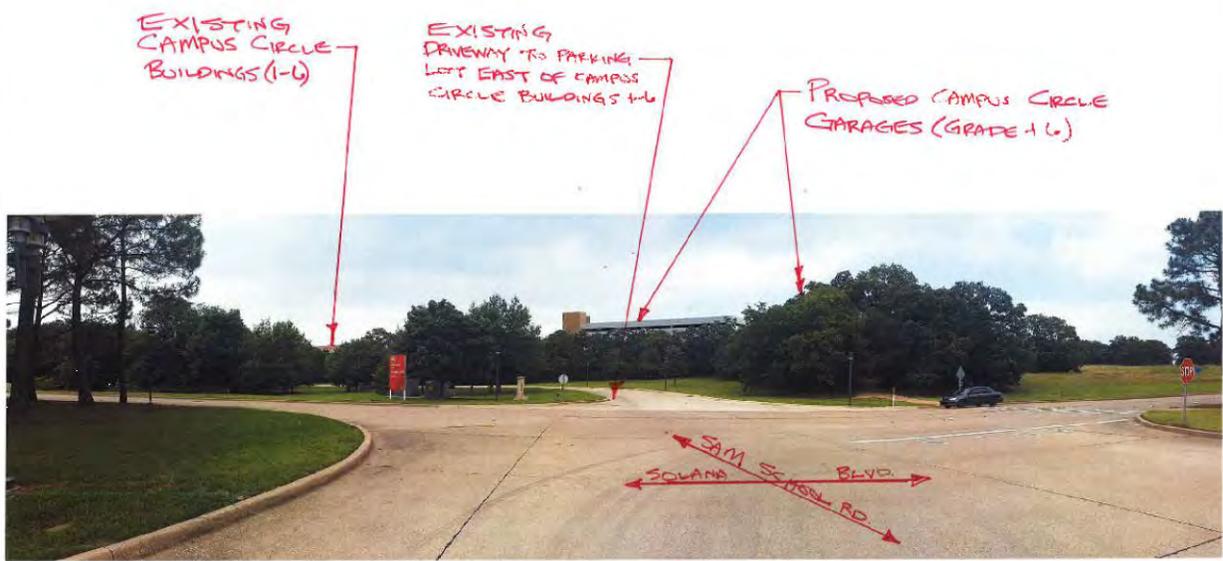
CAMPUS CIRCLE - WESTLAKE, TX
5/29/2015

VIEW #2: LOOKING SOUTHEAST FROM SH114



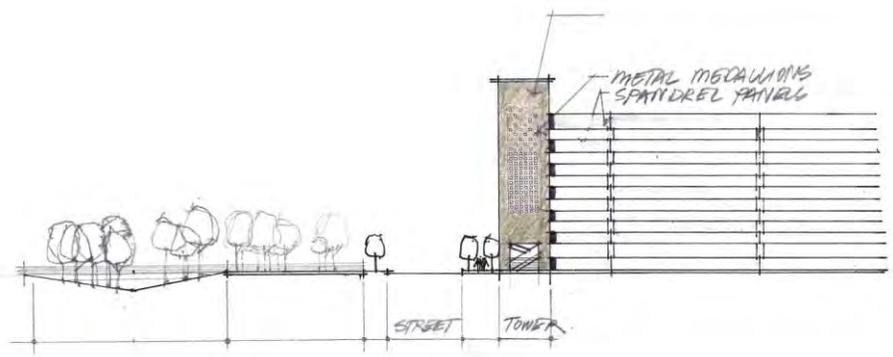
CAMPUS CIRCLE - WESTLAKE, TX
5/29/2015

VIEW #3: LOOKING SOUTHWEST FROM SH114



VIEW 4: LOOKING NORTH FROM SOLANA BLVD. AT SAM SCHOOL ROAD

CAMPUS CIRCLE - WESTLAKE, TX
5/29/2015



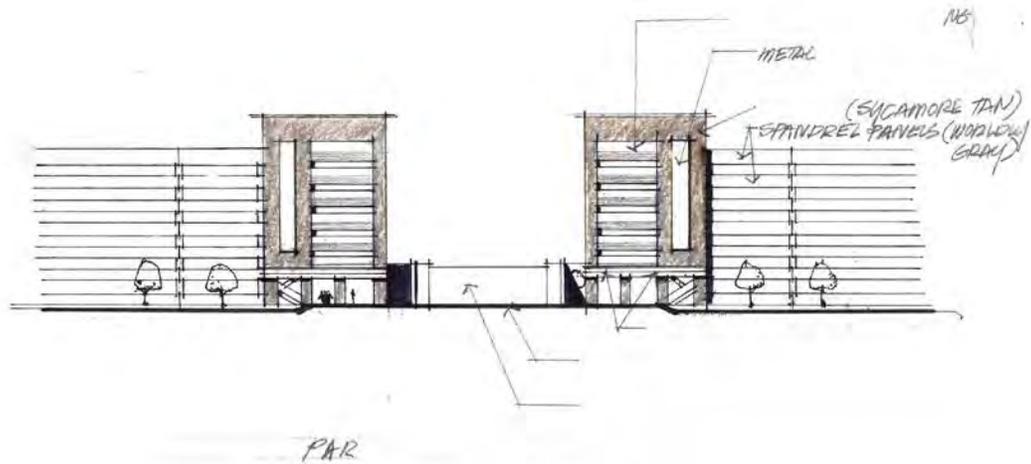
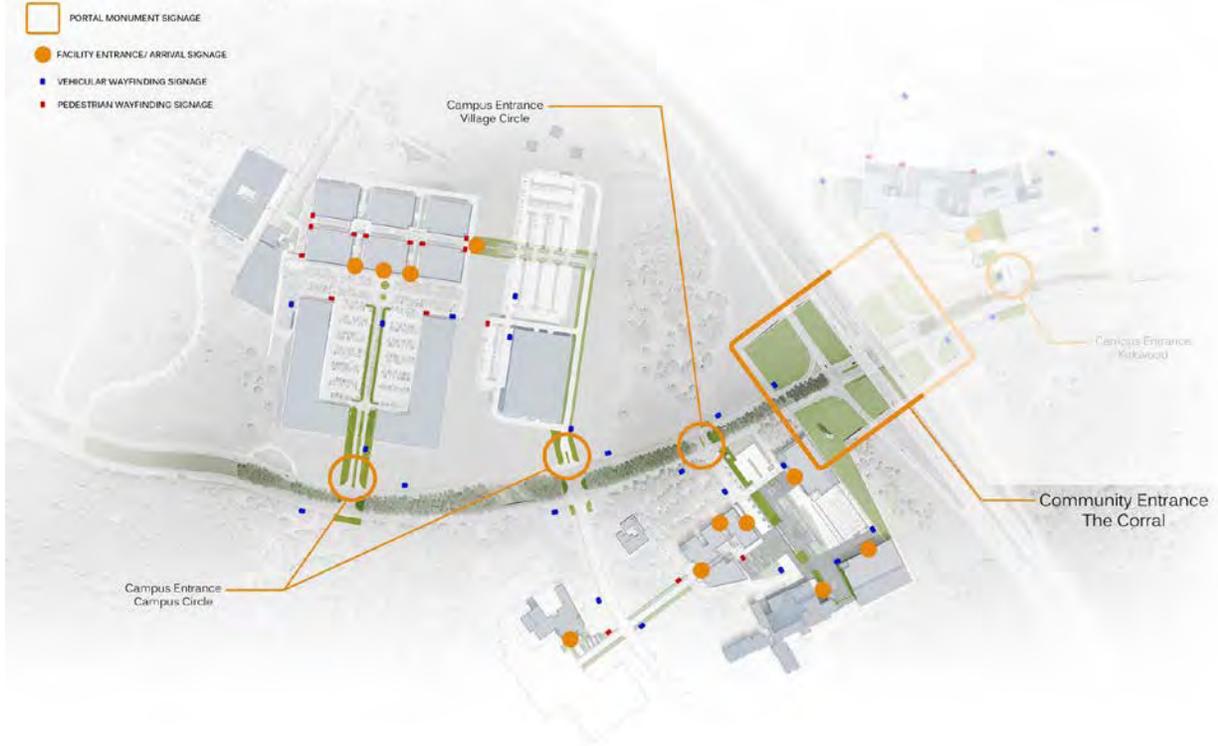


Exhibit "B"

Solana Wayfinding Masterplan

-  PORTAL MONUMENT SIGNAGE
-  FACILITY ENTRANCE / ARRIVAL SIGNAGE
-  VEHICULAR WAYFINDING SIGNAGE
-  PEDESTRIAN WAYFINDING SIGNAGE





TOWN OF WESTLAKE

ORDINANCE NO. 751

AN ORDINANCE AMENDING ORDINANCE 202, AS AMENDED; APPROVING A PD SITE PLAN FOR THE PD 1 ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 24, 1992, the Town Council of the Town of Westlake, Texas adopted a Comprehensive Plan for the Town; and

WHEREAS, on November 13, 1992, the Town Council of the Town of Westlake, Texas adopted a Comprehensive Zoning Ordinance; and

WHEREAS, on November 16, 1992, based upon the recommendation of the Planning and Zoning Commission, the Town Council of the Town of Westlake, Texas amended the Comprehensive Zoning Ordinance with Ordinance 202, creating “PD-1”, and

WHEREAS, an analysis of the Town’s codes and regulations has determined that an amendment to these codes and regulations are required in order to protect the health, safety, and welfare of the Town and to comply with the development goals for low density residential development; and

WHEREAS, on June 08, 2015, the Planning and Zoning Commission of the Town of Westlake has recommended that Ordinance 202, as amended, be revised in accordance with the procedures and processes established in the Code of Ordinances for the Town; and

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 found to be true and correct.

SECTION 2: That Ordinance 202 (“PD-1”), as amended, of the Town of Westlake, Texas be amended by approving a PD Site Plan amendment. Exhibit “A” attached.

SECTION 3: Sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4: This Ordinance shall be cumulative of all other ordinances of the Town affecting the regulations of land and zoning and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5: It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

PASSED AND APPROVED ON THIS 15th DAY OF JUNE 2015.

ATTEST:

Carol Langdon, Mayor Pro Tem

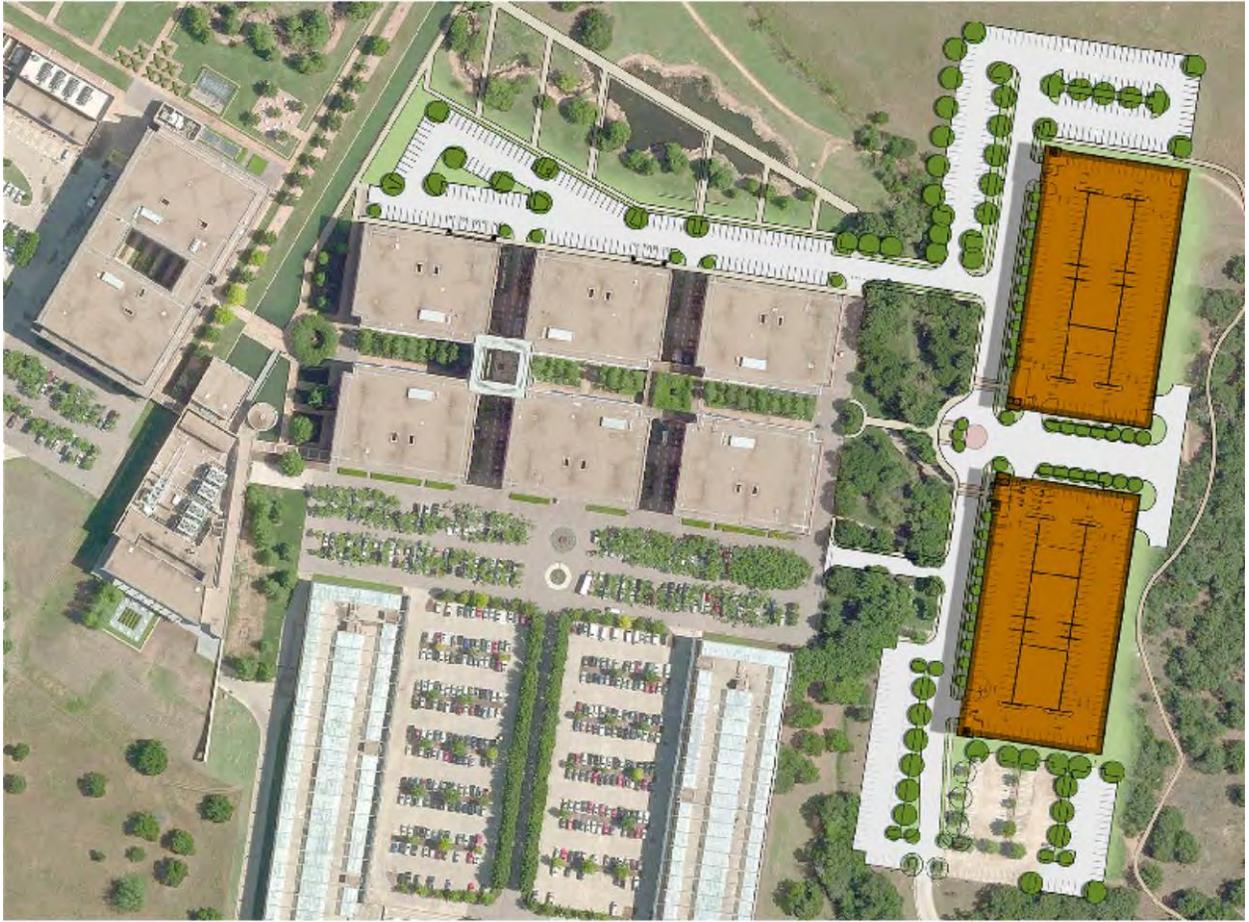
Kelly Edwards, Town Secretary

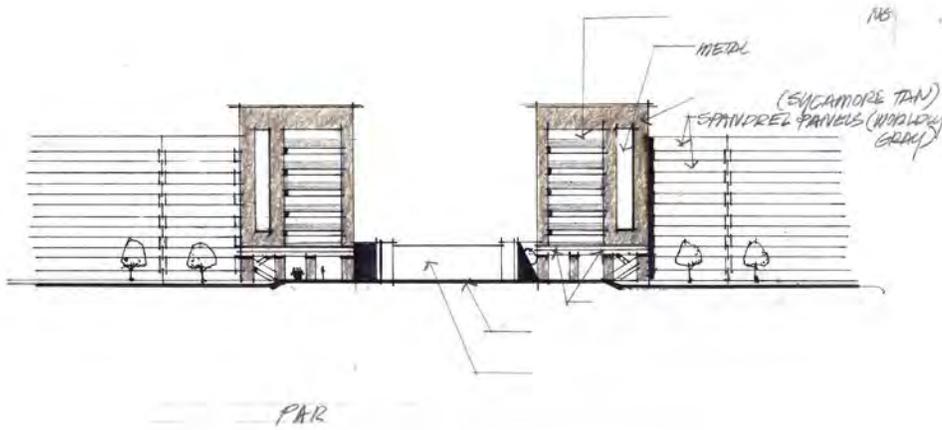
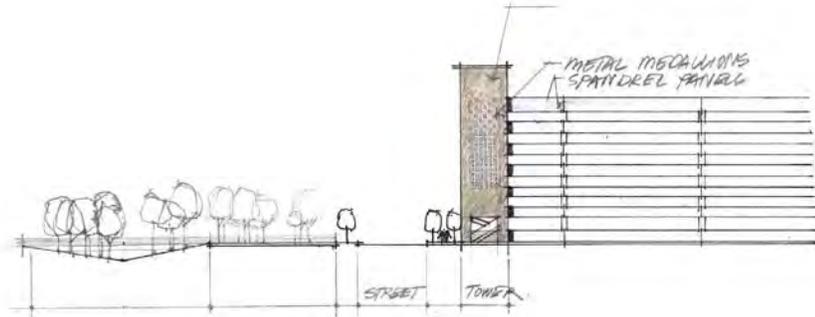
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

EXHIBIT "A"





Solana Wayfinding Masterplan

PORTAL MONUMENT SIGNAGE

FACILITY ENTRANCE / ARRIVAL SIGNAGE

VEHICULAR WAYFINDING SIGNAGE

PEDESTRIAN WAYFINDING SIGNAGE





Town of Westlake

Item # 9 – 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites.

Town of Westlake

Item # 10 –
Reconvene Meeting

Town of Westlake

Item # 11 – 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites

Town of Westlake

Item #12 - 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 # 13 – Council Calendar

- ✓ Town Offices Closed
Friday, July 3, 2015
- ✓ Planning & Zoning Commission Meeting
Monday, August 3, 2015
- ✓ Board of Trustee Workshop & Meeting
Monday, August 10, 2015; 5:00 p.m. & 6:00 p.m.
Town Hall Council Chambers
- ✓ Town Council Budget Workshop
Wednesday, August, 12, 2015; 12:00 noon – 5:00 p.m.
Town Hall Council Chambers
- ✓ First Day of School
Thursday, August 20, 2015
- ✓ Town Council Workshop & Regular Meeting
Monday, August 24, 2015; 5:00 p.m. & 6:30 p.m.
Town Hall Council Chambers

Town of Westlake

Item # 14 –
Adjournment
