

*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**

**August 24, 2015**

**3 VILLAGE CIRCLE, SUITE 202  
2<sup>ND</sup> 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 AUGUST 24, 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 a Trinity River Authority sanitary sewer meter problem

### **5. DISCUSSION ITEMS**

- a. Presentation and discussion regarding legislative update from State Representative Giovanni Capriglione. (15 min)
- b. Discussion and update regarding pending construction on SH 114 and SH 170. (15 min)
- c. Discussion regarding a proposed ordinance regulating Smoking. (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 551.071 to consult with their attorney to seek advice of the attorney on a matter(s) 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 conflicts with the Texas Government Code Chapter 551: Texas Student Housing
- b. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

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.
  - a. Recognition of Bill Greenwood and his dedicated service to the Town of Westlake
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 27, 2015, meeting.
  - b. Consider approval of the minutes from the June 1, 2015, meeting.
  - c. Consider approval of the minutes from the June 15, 2015, meeting.
  - d. Consider approval of the minutes from the August 12, 2015, meeting.
  - e. Consider approval of **Resolution 15-17**, Approving an Interlocal Agreement with North Central Texas Council of Governments for Electronic Payment Services.
  - f. Consider approval of **Resolution 15-18**, Authorizing the Town Manager to execute an ILA with the Town of Trophy Club for the installation of Internally Illuminated Street Name Signs at State Highway 114 and Trophy Club Drive.
  - g. Consider approval of **Resolution 15-19**, Adopting the Tarrant County Hazard Mitigation Action Plan, June 2015.
  - h. Consider approval of **Resolution 15-20**, Approving a development agreement with Carlyle Development, LLC.
4. **CONTINUE THE 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.**

**5. CONTINUE THE PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 15-21 TO DENY WITHOUT PREJUDICE 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.**

**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 551.071 to consult with their attorney to seek advice of the attorney on a matter(s) 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 conflicts with the Texas Government Code Chapter 551: Texas Student Housing
- b. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

**7. RECONVENE MEETING**

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

**9. 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.

Mayor Laura Wheat

Regulating the use of drones in Town limits; specifically the use of drones and the use of the Stagecoach runway.

**10. COUNCIL CALENDAR**

**11. 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, August 19, 2015, by 6:30 p.m. under the Open Meetings Act, Chapter 551 of the Texas Government Code.

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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.

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# Town of Westlake

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## Item # 2 – Pledge of Allegiance

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*Texas Pledge:*

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

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# Town of Westlake

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## Item # 3 – Review of Consent Agenda Items

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

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- f. Consider approval of **Resolution 15-18**, Authorizing the Town Manager to execute an ILA with the Town of Trophy Club for the installation of Internally Illuminated Street Name Signs at State Highway 114 and Trophy Club Drive.
- g. Consider approval of **Resolution 15-19**, Adopting the Tarrant County Hazard Mitigation Action Plan, June 2015.
- h. Consider approval of **Resolution 15-20**, Approving a development agreement with Carlyle Development, LLC.

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# Town of Westlake

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## Item # 4– Reports

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### **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 a Trinity River Authority sanitary sewer meter problem



**TYPE OF ACTION**

Workshop - Report

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Report regarding a Trinity River Authority sanitary sewer meter problem

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

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
Fiscal Responsibility	Fiscal Stewardship	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Increase Transparency, Accessibility & Communications
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** August 24, 2015    **Completion Date:** August 24, 2015

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

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

Town staff recently met with representatives from our wholesale sanitary sewer provider, Trinity River Authority, regarding a problem with a sanitary sewer meter. TRA just discovered that the meter was installed and calibrated incorrect and believes our actual flows have been greater than what the faulty meter has indicated over the last 5 years. The meter, which was inspected and accepted by TRA, was installed as a part of the 2009 Deloitte off-site sanitary sewer project.

TRA is in the process of getting a new meter and expects to have it installed within the next 3 to 4 weeks. We have provided data from our SCADA system that shows the pump run times for the last 8 months which will be used to estimate the volume of flows to compare with the metered volume during this same time period.

TRA indicated that they do not have any desire to pursue retroactive charges; they will just modify our monthly charges once the new meter is installed and providing accurate flow data.

We are bringing this to you attention as this will more than likely result in an increase in treatment costs to the Utility Fund budget and require a budget amendment. Unfortunately the timing of the adjustment will span the Town's fiscal years 14/15 and 15/16 since the TRA budget starts on December 1<sup>st</sup>. It is our intention to work with our rate analyst to determine what impact this will have, include it in our rate study this Fall to ensure rates sufficiently cover our treatment costs, and amend the budget as necessary.

### **RECOMMENDATION AND ATTACHMENTS**

N/A

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# Town of Westlake

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## Item # 5 – Discussion Items

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### DISCUSSION ITEMS

- a. Presentation and discussion regarding legislative update from State Representative Giovanni Capriglione. (15 min)
- b. Discussion and update regarding pending construction on SH 114 and SH 170. (15 min)
- c. Discussion regarding a proposed ordinance regulating Smoking. (15 min)
- d. ***Standing Item:*** Update and discussion regarding the Granada Development.  
***Standing Item:*** Update and discussion regarding the Entrada Development.



**TYPE OF ACTION**

Workshop - Discussion Item

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Discussion and update regarding pending construction on SH 114 and SH 170

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

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
Transparent / Integrity-driven Government	Citizen, Student & Stakeholder	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
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** August 24, 2015    **Completion Date:** August 24, 2015

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

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

Staff last updated Council at the regular Council Meeting on February 24, 2014 on issues created by the newly constructed SH114/SH 170 interchange. The information presented to Council was based on the February 11, 2014 meeting attended by the three (3) Mayors and staff members of the communities (Westlake, Roanoke, and Trophy Club), TxDOT, Denton County Commissioner Andy Eads, and State Representative Giovanni Capriglione.

At that time TxDOT indicated that some of the issues can be addressed by restriping the lanes, while other ‘fixes’, such as the addition of SH 114 east and westbound lanes and the SH 170 connection from SH 114 to Roanoke Road, may take longer to construct.

SH 170, as it was originally planned, was to be a “managed lane” roadway (toll road) with the North Texas Tollway Authority (NTTA) from SH 114 west to I-35. Additionally, the NTTA is not expected to complete SH 170 for at least another 15 to 20 years.

The three (3) Mayors and staff members from the communities (Westlake, Roanoke, and Trophy Club) met with Denton County Commissioner Eads last week to discuss the current status of the SH 114 and SH 170 improvements. As indicated in the attached letter from Denton County Commissioner Eads, SH 114 eastbound and westbound additional lane construction and the newly proposed construction of SH 170 from SH 114 to Roanoke is also expected to start Summer 2016 and take approximately 24 months to complete.

We continue to stress to TxDOT and Denton County that the Town’s newly adopted Thoroughfare and Comp Plan, must be incorporated into any resolution or proposed solution in order to mitigate any long term detrimental impact to mobility within our community. This is important because we may need to amend the Town’s CIP to include some new projects to provide for the appropriate streetscape enhancements related to the SH 170 construction.

### **RECOMMENDATION AND ATTACHMENTS**

Attachment A – Letter from Denton County Commissioner Andy Eads

Attachment B – SH 114 and SH 170 funding breakdown

Attachment C – Westlake Thoroughfare Plan

Attachment D – Westlake Land Use Plan



## COMMISSIONER ANDY EADS DENTON COUNTY PCT. 4

COURTHOUSE-ON-THE-SQUARE, DENTON, TX

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August 17, 2015

Dear Mayor Wheat,

Thank you for your inquiry as to the status of projects impacting Westlake. I will be holding my quarterly Precinct 4 Task Force meeting this Thursday, August 20, 2015, in Trophy Club at 2:00 p.m. to discuss each of the projects in detail. I would also like to invite you to "hold over" after the meeting with the Town of Trophy Club and Roanoke to discuss the plan forward for SH 114.

Until then, I also want to assure you that Denton County has been working closely with our partners at TxDOT to ensure the needed improvements to this area are not just a priority for planning, but timely construction. The following information should provide you and your citizens with an overview of everything being done in and around Westlake.

To date, Denton County has contributed \$33.3 million to construct the SH 114/SH 170 interchange. While that project has been substantially completed and is open to traffic, we all knew there were additional infrastructure improvements needed.

That is why Denton County worked with both the Dallas and Fort Worth TxDOT Districts, NCTCOG and Tarrant County to create a \$57 million program partnership to further address the roadway needs in the southern part of the county. Denton County's portion of that partnership was \$14.6 million. The actual cost of the projects is more than was originally estimated; however, Denton County is working with its partners to address the matter. [See attached spread sheet]

The grade separation/main lane construction at Parish Road and the construction of an additional free lane in each direction from the existing 6 lane section of SH 114 to US 377 are both scheduled to let for construction in June 2016. Over the past 12 months Denton County, in conjunction with its partners at TxDOT and NCTCOG, has managed to go from identifying a problem to environmentally clearing, designing, funding and letting a project in little more than 18 months. I view this as a success in planning, identifying funding, and skill in expediting construction and navigating the regulatory process to construct a roadway. Denton County would be glad to attend a workshop on this matter to inform the citizens of what it has done over the past 12 months to solve these issues. We have had a track record of moving mobility projects forward.

As it relates to concerns surrounding SH 114 and the Mobility 2040, I can assure you that Denton County will take ownership to "champion" this section of SH 114. Being a part of the Mobility Plan only affects those entities that choose to allow it to be a barrier. The best way to demonstrate what I mean is to provide you with an example.

Between the Mobility 2030 and 2035 plan update, IH 35W from Denton to the Denton/Tarrant County line was removed from the Mobility Plan since there was no way to include a \$1 billion facility into a financially constrained plan. We were determined to find a way to move forward with this project in spite of not being included in the Mobility Plan. Toward that end, Denton County negotiated with NCTCOG and TxDOT to allow Denton County to expend \$2 million on engineering services to begin the advanced planning for IH 35W. For their part, NCTCOG would continue to provide Denton County with modeling support, and TxDOT would continue to provide plan review on the environmental document and the design schematic. Fast forward to about a year ago when development started occurring on IH 35W between SH 114 and Eagle Parkway that triggered a need for frontage roads on IH 35W in that corridor. As part of the negotiations that saw the SH 170/Parish interchange and the addition of additional main lanes on SH 114, funding was identified for the construction of \$25 million in frontage roads on IH 35W. The project lets this September, and the southbound frontage road will be open to traffic by July 2016. Denton County did not get IH 35W on the Mobility Plan until we needed it to be on the Plan to allow it to be environmentally cleared and let.

Focusing on the Mobility Plan is not the critical path item. I have directed county resources to initiate the same level of focus on this section of SH 114 as was brought to bear on SH 114/SH 170 interchange, SH 114 main lanes, SH 170 interchange and IH 35W frontage roads. The NCTCOG Executive Board has delegated transportation issues to the Regional Transportation Council, of which I am a member and represent all of Denton County.

As was mentioned before, I would encourage you to attend the meeting on August 20 with the leadership of the cities along the corridor, and we can discuss this in greater detail if you would like.

All the best,



Andy Eads  
Denton County Commissioner Pct. 4

Attachments

I-35W Segment 3C/SH 170/SH 114 Partnership - Breakdown

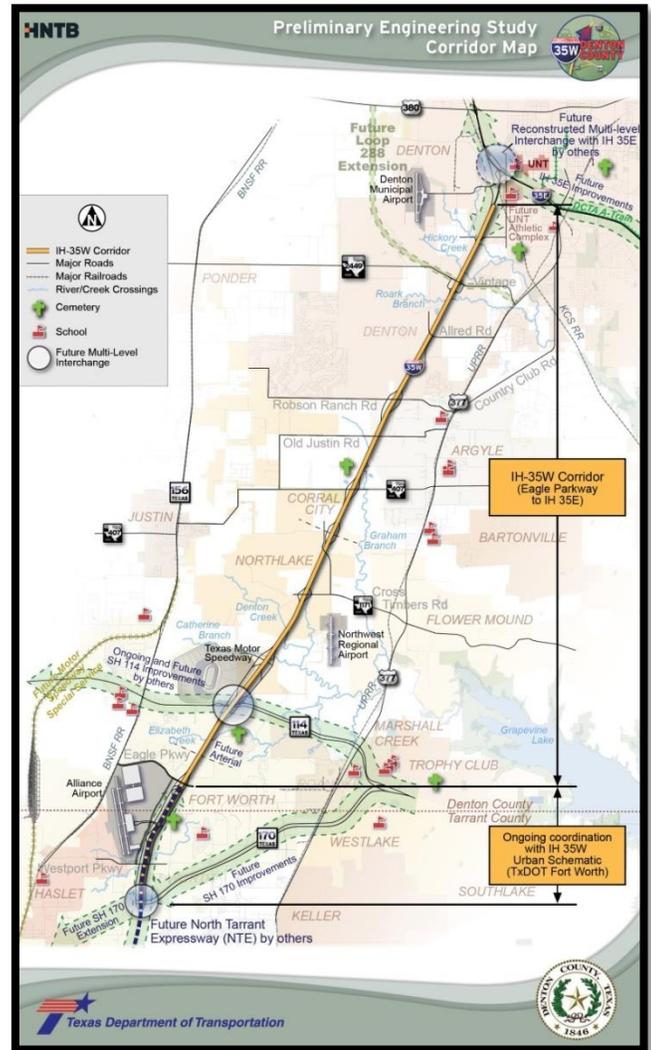
Project Name	Project Limits	Project Description	CSJ	Location	Total Project Costs	Funding Participation							
						TxDOT	%	Denton County	%	Tarrant County	%	NCTCOG/RTC	%
IH 35W Frontage Roads	From Eagle Parkway to SH 114	Construct southbound I-35W frontage road from SH 114 proposed by Denton Co. to serve ongoing development in the southwest quadrant of IH 35W and SH 114	0081-13-041	Denton County	\$20,000,000	\$10,000,000	50.00%	\$6,666,000	33.33%	\$0	0.00%	\$3,334,000	16.67%
<b>IH 35W (New Frontage Rds) - Subtotal Total</b>					<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>50.00%</b>	<b>\$6,666,000</b>	<b>33.33%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$3,334,000</b>	<b>16.67%</b>
SH 170	West of Parrish Rd to West of SH 114 Interchange	Construct grade separated interchange at the new Parrish Road and SH 170 Intersection	3359-01-005	Denton County	\$16,000,000	\$8,000,000	50.00%	\$3,332,800	33.33%	\$0	0.00%	\$2,667,200	16.67%
			3359-02-008	Tarrant County	\$5,000,000	\$2,500,000	50.00%	\$0	0.00%	\$1,666,300	33.33%	\$833,500	16.67%
<b>SH 170 Superstreet Frontage Road Bypass (Non-Tolled) - Subtotal</b>					<b>\$21,000,000</b>	<b>\$10,500,000</b>	<b>50.00%</b>	<b>\$5,332,800</b>	<b>25.39%</b>	<b>\$1,666,500</b>	<b>7.94%</b>	<b>\$3,500,700</b>	<b>16.67%</b>
SH 114	East of Trophy Lake Dr to East of Kirkwood Blvd.	Construct one general purpose lane in each direction; improve 3+2 GP section to eliminate bottleneck	0353-02-074	Denton County	\$8,000,000	\$4,000,000	50.00%	\$2,666,400	33.33%	\$0	0.00%	\$1,333,600	16.67%
			0353-03-093	Tarrant County	\$8,000,000	\$4,000,000	50.00%	\$0	0.00%	\$2,666,400	33.33%	\$1,333,600	16.67%
<b>SH 114 Bottleneck - Subtotal</b>					<b>\$16,000,000</b>	<b>\$8,000,000</b>	<b>50.00%</b>	<b>\$2,666,400</b>	<b>16.67%</b>	<b>\$2,666,400</b>	<b>16.67%</b>	<b>\$2,667,200</b>	<b>16.67%</b>
<b>Grand Total Project Partnership</b>					<b>\$57,000,000</b>	<b>\$28,500,000</b>	<b>50.00%</b>	<b>\$14,665,200</b>	<b>25.73%</b>	<b>\$4,332,900</b>	<b>7.60%</b>	<b>\$9,501,900</b>	<b>16.67%</b>

# IH 35W

<b>CSJ:</b>	0081-13-041; 0081-13-050
<b>Limits (From):</b>	SH 170
<b>(To):</b>	IH 35E
<b>Ext. Const. Cost:</b>	\$931,000,000 (updated 2012 ASED Estimate – planning level); \$31 million for frontage road project
<b>Description:</b>	Widen and reconstruct the existing 4-lane freeway facility including evaluation of additional general-purpose lanes, managed lanes, and continuous frontage roads, and associated access and ramp improvements
<b>Firm:</b>	HNTB
<b>Key Contact:</b>	Chris Bergeron

## Current Activities:

- Ongoing coordination of the preliminary concept plan with stakeholders along the corridor. HNTB continued development of revisions to draft schematic submitted in July 2013, including refinements to managed lane and general-purpose lane access. HNTB submitted revisions to concept plan on July 11, 2014, including refinements to managed lane and general-purpose lane access. The July 2014 schematic reduced the number of wishbone ramps for managed lane access to 8 from 16 on the July 2013 schematic.
- Ongoing coordination between HNTB, TxDOT, and CH2M Hill on the compatibility of the ultimate mainline and ramp access with the interim ramps being developed by TxDOT for the frontage road project between Eagle Parkway and SH 114.
- HNTB submitted updated horizontal and vertical geometry to TxDOT on December 4, 2014, for the ultimate corridor section between Eagle Parkway and SH 114 in association with the current frontage road project. The recently submitted schematic replaced two wishbone ramps (southbound exit and northbound entrance) for managed lane access at Eagle Parkway to slip ramps.
- **Frontage Roads project from Eagle Parkway to SH 114:** Let date is expected in September 2015. Schematic submitted for final review. **Schematic and design exceptions have been approved by FHWA.** Environmental document now reclassified as CE under new pilot program (District approval). The 95% PS&E is under District review. ROW maps for southbound frontage road have been prepared and submitted to the ROW Division at the District. Pre-public meeting held on June 25. **Public hearing held on July 14 at NWISD.** There were none in opposition of the project and several in favor. Waiting for confirmation from NCTCOG on conformity. Soil borings and pavement design have been complete.
- **ENVIRONMENTAL:** HNTB submitted the Draft Environmental Constraints report. Public Meeting was held at NWISD with five people in attendance. Waiting to hear from NCTCOG regarding conformity. **Conditional environmental clearance was given on August 7, 2015.**



# SH 114/SH 170 Interchange

CSJ:	0353-02-060	FONSI:	May 2008
Limits (From):	0.84 miles west of Trophy Lake Drive	60% Plans Adequate:	August 2009
(To):	0.07 miles west of Trophy Club Drive	100% Plans:	October 2010
Est. Const. Cost:	\$33,333,333.33	ROW Acquisition:	NA
Project Description:	Construct grade separated roadway lanes	Let Date:	January 5, 2011
TxDOT Contact:	Jae Bagg	Construction Complete:	January 2015



## Current Activity:

- **Construction:** The project was open to traffic in March 2014.
- **SH 114 Main Lanes:** Schematic was submitted for final review in May 2015. There will not be any additional ROW needed for this project. TxDOT is determining the best method for environmental clearance, due to the fact that no ROW will be acquired. The current cost estimate for this project is \$16.7 million. The project is estimated to let in June 2016.
- **SH 170/Parish Road Safety Project:** TxDOT Fort Worth postponed the public hearing for SH 170 to provide stakeholders time to develop the SH 170/Paris Road Interchange project. The current cost estimate for this project is \$23.8 million. The project is estimated to let in June 2016.

# SH 114 East

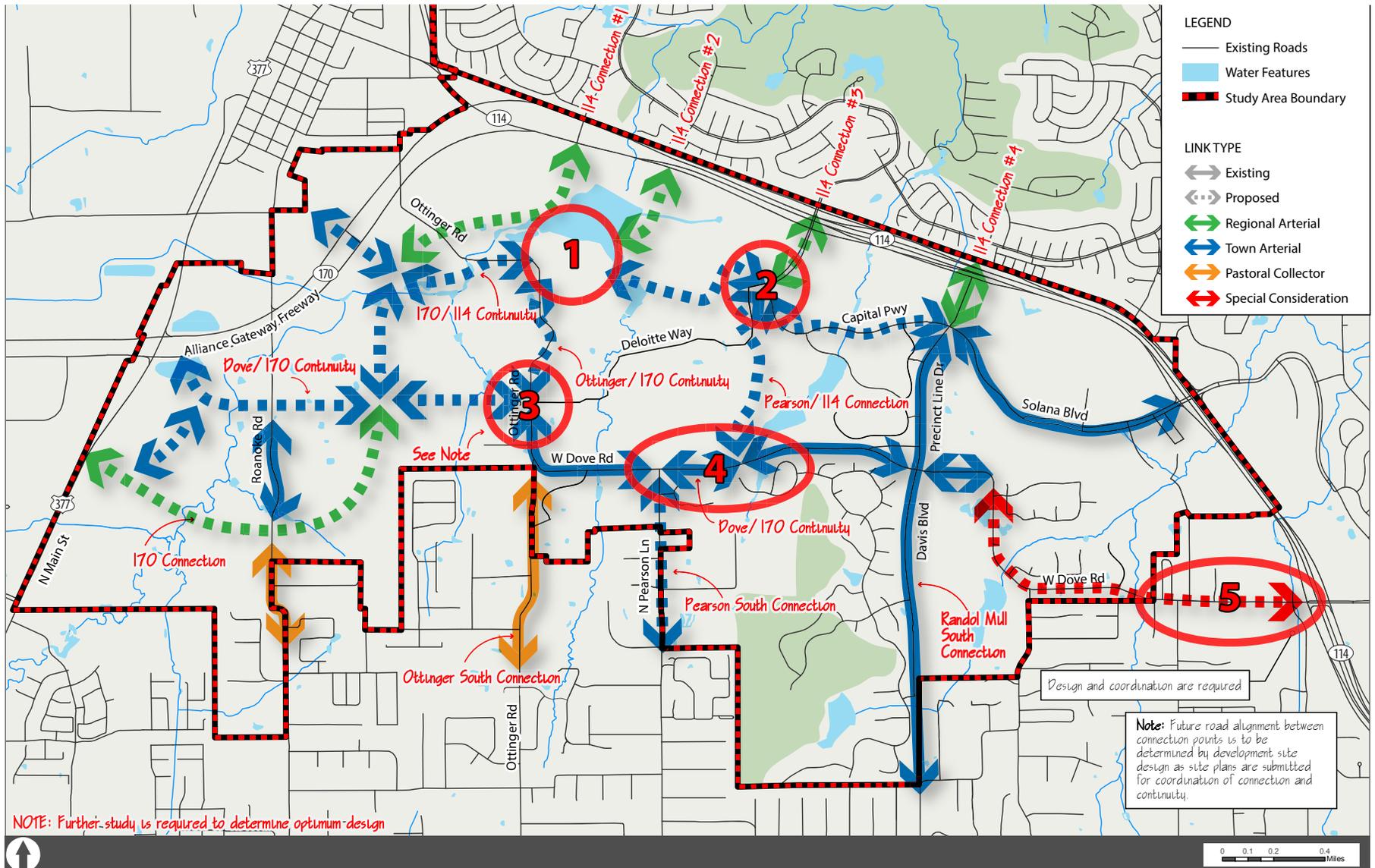
CSJ:	TBD	FONSI:	*
Limits (From):	US 377	60% Plans Adequate:	*
(To):	IH 35W	100% Plans:	*
Est. Const. Cost:	*	ROW Acquisition:	*
Project Description:	*	Let Date:	*
TxDOT Contact:	*	Construction Complete:	*



## Current Activity:

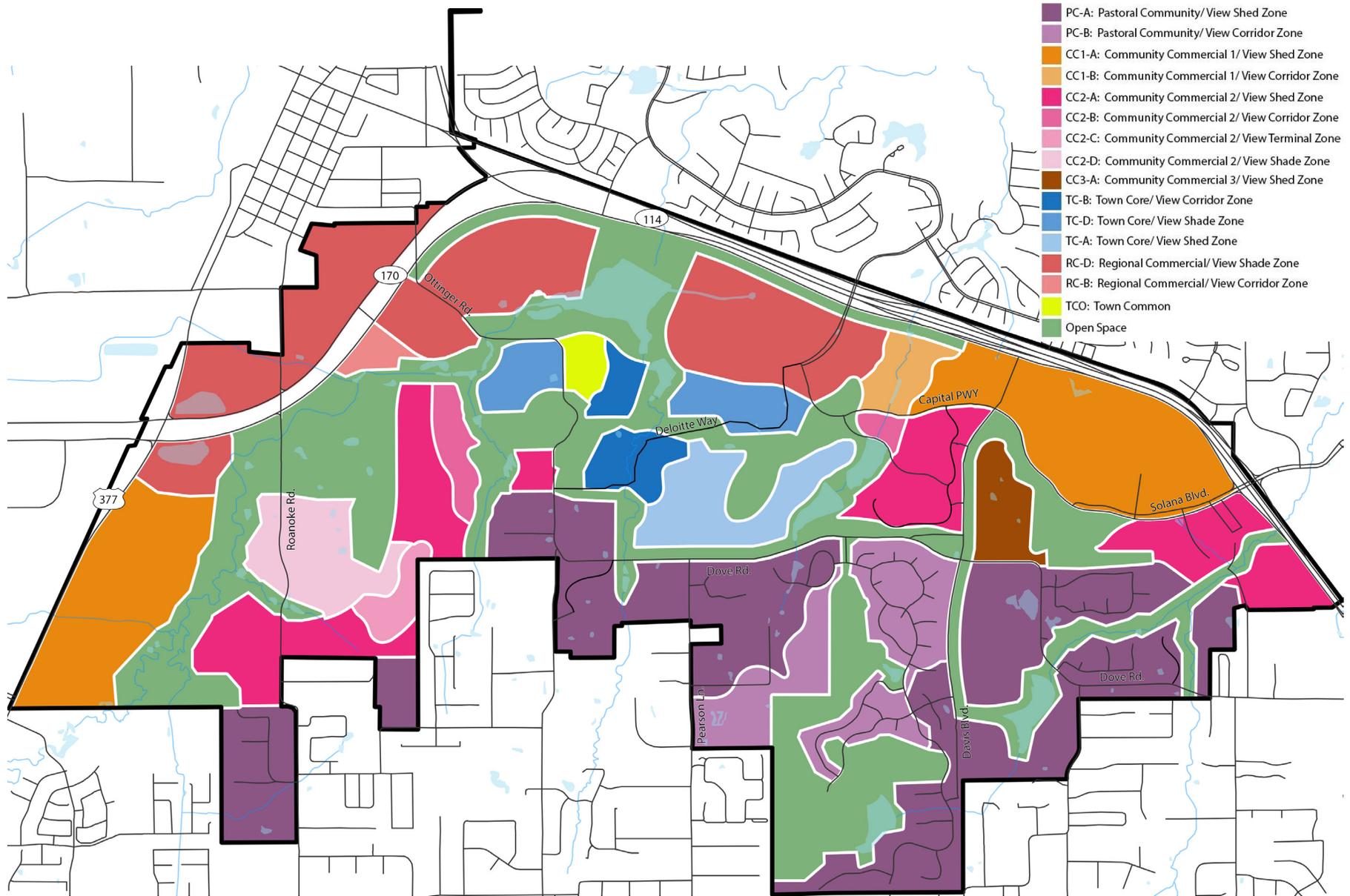
- Denton County has directed county staff to dedicate resources to include main lanes for this section of SH 114.

# THE THOROUGHFARE PLAN



DISCLAIMER: Future road alignment between connection points is intended to serve the projected use of Westlake entitlements and is to be determined by development site design as site plans are submitted for coordination of connection and continuity. Therefore, final road alignments may differ from the Plan. Should road and intersection service thresholds defined by this Plan not be attained, the whole system as shown may not be built. See Policy Section B in the Implementation Document for roadway thresholds, trigger points, and other implementation language.

# THE LAND USE PLAN



DISCLAIMER: The land use districts shown on this map in no way modify the permitted uses and/ or conditions of use (FAR, building height, etc.) specified in any zoning or Planned Development Ordinance approved by the Town of Westlake. These land use districts are intended to guide the Council in their evaluation of site plans submitted for their approval and/ or property owner requests to transfer commercial square footage from one land use district to another when the legal mechanism for such transfer has been adopted by the Town of Westlake. See Policy Section A in the Implementation Document for rates of transfer, trigger points, and other implementation language.



**TYPE OF ACTION**

Workshop - Discussion Item

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Review and Discussion of proposed Ordinance Regulating Smoking

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

**DECISION POINTS**

Timeframe:            Start Date                      Completion Date  
                                  August 24, 2015                      August 24, 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 information to Council at the October 20, 2014 and July 15, 2015 Town Council Workshop regarding a public smoking ordinance.

The attached draft smoking ordinance for Council review and discussion is based on Council direction to prohibit smoking in the Town's parks/trails and within 25' of an entrance to any public building.

## **ATTACHMENTS**

Proposed draft smoking ordinance to be distributed during workshop.

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# Town of Westlake

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## Item # 6 – Executive Session

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### EXECUTIVE SESSION

- a. Section 551.071 to consult with their attorney to seek advice of the attorney on a matter(s) 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 conflicts with the Texas Government Code Chapter 551: Texas Student Housing
  - b. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
  - c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
  - d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager
- a.

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# Town of Westlake

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Item # 7 – Reconvene  
Meeting

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# Town of Westlake

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## Item # 8 – Take any Necessary Action, if necessary

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

- a. Section 551.071 to consult with their attorney to seek advice of the attorney on a matter(s) 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 conflicts with the Texas Government Code Chapter 551: Texas Student Housing
- b. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

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# Town of Westlake

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Item #9  
Council Recap /  
Staff Direction

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**COUNCIL RECAP / STAFF DIRECTION**

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# Town of Westlake

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Item # 10 –  
Workshop  
Adjournment

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# Town of Westlake

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## Item # 2 – Citizen's Presentations and recognitions

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**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.

- a. Recognition of Bill Greenwood and his dedicated service to the Town of Westlake

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# Town of Westlake

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## Item # 3 – Consent Agenda

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**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 27, 2015, meeting.
- b. Consider approval of the minutes from the June 1, 2015, meeting.
- c. Consider approval of the minutes from the June 15, 2015, meeting.
- d. Consider approval of the minutes from the August 12, 2015, meeting.
- e. Consider approval of **Resolution 15-17**, Approving an Interlocal Agreement with North Central Texas Council of Governments for Electronic Payment Services.
- f. Consider approval of **Resolution 15-18**, Authorizing the Town Manager to execute an ILA with the Town of Trophy Club for the installation of Internally Illuminated Street Name Signs at State Highway 114 and Trophy Club Drive.
- g. Consider approval of **Resolution 15-19**, Adopting the Tarrant County Hazard Mitigation Action Plan, June 2015.
- h. Consider approval of **Resolution 15-20**, Approving a development agreement with Carlyle Development, LLC.



**MINUTES OF THE  
TOWN OF WESTLAKE, TEXAS  
TOWN COUNCIL and BOARD OF TRUSTEES MEETING**

**May 27, 2015**

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

**ABSENT:**

**OTHERS PRESENT:** Town Manager Thomas Brymer, Assistant Town Manager Amanda DeGan, Town Secretary Kelly Edwards, Fire Chief Richard Whitten, Finance Director Debbie Piper, Director of Facilities and Parks & Recreation Troy Meyer, Jason Power Director of Information Technology, Planning and Development Director Eddie Edwards, Director of Public Works Jarrod Greenwood, Communications & Community Affairs Director Ginger Awtry, Director of Human Resources & Administration Services Todd Wood, Executive Principal & Director of Education Dr. Mechelle Bryson, MYP Principal Dr. Andra Barton, PYP Principal Rod Harding, WAF Executive Director Dr. Shelly Myers, Finance Supervisor Jaymi Ford and Management Inter Joel Enders.

**Work Session**

**1. CALL TO ORDER**

Mayor Wheat called the work session to order at 9:04 p.m.

Town Manager Brymer welcomed everyone, introduced Management Intern Joe1 Enders and facilitator Mike Conduff.

The meeting began with an introduction of all present.

## 2. DISCUSSION ITEMS

### - Governance Assessment

- a. Board Relations and Code of Ethics
- b. Policy on Board Meeting Procedures

Discussion ensued regarding the addition of 'Item of Community Interest' to the agendas and combining it with the calendar to include upcoming events, proclamations and employee recognitions.

Consider amending the procedures at a future meeting.

- c. Affiliate Relations And Communications Policy

Discussion ensued regarding the various methods of communications use for both the Academy and the Town.

Discussion ensued regarding tutoring costs and Blacksmith contributions, other schools that students attend and still require tutoring, communicate the items in which the Academy excels, communicate the IB and Scope and Sequence, communicate meaningful information to our stakeholders, ask parents why they chose WA, determine if the Communique is the correct tool, and possible confusion of the ISD and IB teaching methods.

Town Manager Brymer provided an overview of the current Affiliate policy.

- d. DiSC Profile Graphs – Team View
  - i. Assessments for Council / Staff Teams

Town Manager Brymer provided an overview of the DISC profiles in the packet.

- e. Review Current Council Policies
  - o The 8 Behaviors of the On Target Board Member

Facilitator Conduff provided an overview of the 8 behaviors.

### - Review of Vision, Mission, and Values

- a. Municipal
- b. Academic

Town Manager Brymer provided an overview of the current Vision, Mission, and Values.

**- Balanced Scorecard**

- a. Building a Custom House
- b. Strategic Planning and Management System Poster
- c. Municipal Strategy Map
- d. Academic Strategy Map

Assistant DeGan provided an overview of the Town's balanced scorecard and key performance measures.

Discussion ensued regarding the current maps, KPIs, reducing the number of initiatives and focusing on stakeholder initiatives, leading indicators, and adding an additional column to the placemat with more specificity (intended results).

**- Municipal Future Planning**

- a. Five-Year CIP Update
- c. Five-Year Forecast
- d. Five-Year Staffing Forecast
- e. Future Planning
  - o How do we build the Westlake Community?
  - o What, When, How Would You Know?

Town Manager Brymer provided a presentation and overview of the Municipal budget.

Discussion ensued regarding a Town Hall, leasing verses purchasing, correlate staffing to daytime population, commuter adjusted population, and if the projects funded to match the strategic map.

Mayor Wheat left the meeting at 1:45 p.m.

**- Academic Future Planning**

- a. Budget Retreat Memo
- f. Five-Year Forecast
- g. Position Staffing Summary
- h. Service Level Adjustments By Strategic Objective

Town Manager Brymer provided a presentation and overview of the Academic budget.

Discussion ensued regarding the forecast delta if the population of Westlake increases, amount per student ISDs spend, student enrollment, Blacksmith funding, a way to recruit (funding) for candidates who fit the WA teacher, faculty turnover, new and changing positions, and funding from affiliate boards.

**3. WRAP-UP / STAFF DIRECTION**

Add Items of Community Interest to the agenda.  
How do we define success and communicate it to our stakeholders so it will understood  
How to communicate what Westlake Academy is, the type of school  
Dollars received per student of surrounding ISDs

**4. ADJOURNMENT**

The work session adjourned at 3:34 p.m.

**APPROVED BY THE TOWN COUNCIL ON AUGUST 24, 2015.**

ATTEST:

\_\_\_\_\_  
Laura Wheat, Mayor

\_\_\_\_\_  
Kelly Edwards, Town Secretary



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

**June 1, 2015**

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

**ABSENT:** Alesa Belvedere

**OTHERS PRESENT:** Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney L. Stanton Lowry, 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 8:54 p.m.

**2. EXECUTIVE SESSION**

The Council convened into executive session at 8:54 p.m.

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

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

**3. RECONVENE MEETING**

Mayor Wheat reconvened the meeting at 9:02 p.m.

**4. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.**

No action taken as a result of executive session.

**5. ADJOURNMENT**

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

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

Mayor Wheat adjourned the meeting at 9:02 p.m.

**APPROVED BY THE TOWN COUNCIL ON AUGUST 24, 2015.**

ATTEST:

\_\_\_\_\_  
Laura Wheat, Mayor

\_\_\_\_\_  
Kelly Edwards, Town Secretary



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

**June 15, 2015**

**PRESENT:** Mayor Laura Wheat and Council Members, Alesa Belvedere, Carol Langdon, Rick Rennhack, and Wayne Stoltenberg. Michael Barrett arrived at 5:41 p.m.

**ABSENT:**

**OTHERS PRESENT:** Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney L. Stanton Lowry, Fire Chief Richard Whitten, Director of Facilities and Parks & Recreation Troy Meyer, Director of Public Works Jarrod Greenwood, Planning and Development Director Eddie Edwards, Communications & Community Affairs Director Ginger Awtry, and Susan McFarland, Communications Specialist.

**Work Session**

**1. CALL TO ORDER**

Mayor Wheat called the work session to order at 5:22 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. REVIEW OF CONSENT AGENDA ITEMS FOR THE JUNE 15, 2015, TOWN COUNCIL REGULAR MEETING AGENDA.**

Item 3c - Discussion ensued regarding the purchase of playground equipment for Westlake Academy and public use of the equipment.

Item 3e – Discussion ensued regarding the agreement, developer and TXDOT funding, streetscape design style and cost, communication to residents and corporate partners, and including funding in the CIP signalization at Dove Road and FM 1938 Davis Boulevard.

#### **4. REPORTS**

- a. Report regarding change in the status of the Drought Contingency Plan

Discussion ensued regarding the water per week schedule, contractual obligations, and conservation.

#### **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.

Town Manager Brymer provided an overview of the proposed contact.

Discussion ensued regarding study and writing of ordinances to implement the updated Comprehensive Plan, transfer development rights and the adoption of public policies.

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

Town Manager Brymer and Town Secretary Edwards provided an overview of the item and applications received for vacancies.

- c. Present Survey Data regarding the implementation of a Smoking ordinance.

Director Greenwood provided a presentation and overview of the survey.

Discussion ensued regarding the survey results, communities incentivize non-smoking retail, retail establishments that currently allow smoking, safety concerns for people smoking in the medians, Fidelity designation as a non-smoking campus, Entrada developer's position regarding smoking regulations, establishment's rights, and promoting a smoke free town.

Council direction: Staff to prepare an ordinance banning smoking including e-cigarettes in parks and along the trail system, discuss with Fidelity a workaround for employees to alleviate smoking in the medians, create a non-smoking distance of 25 feet from an entrance of any public building.

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

Mr. Moyaedi provided an update and overview of the project. He stated that landscaping would be completed by July 27, 2015.

Discussion ensued regarding the days of construction lost due to inclement weather and providing additional communication regarding any additional slow-downs.

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

Mr. Moyaedi provided an update and overview of the project. He stated that the litigation with Trophy Club had been settled this week, construction to move the water line to the exterior of the property would begin in approximately 4 weeks, bore drilling results, and design of the walls which should begin within a couple of weeks.

Discussion ensued regarding development meetings, retail space, hiring additional engineering firms, review of the design standards, development occupants such as CVS Pharmacy, restaurants, a boutique hotel, EB5 monies, soil issues, and the amphitheater.

## 6. EXECUTIVE SESSION

The Council convened into executive session at 6:52 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 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites

## 7. RECONVENE MEETING

Mayor Wheat reconvened the meeting at 7:33 p.m.

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

No action taken as a result of executive session.

**9. COUNCIL RECAP / STAFF DIRECTION**

Prepare an ordinance banning smoking including e-cigarettes in parks and along the trail system, discuss with Fidelity a workaround for employees to alleviate smoking in the medians, create a non-smoking distance of 25 feet from an entrance.

Monitor the July 27, 2015, completion of exterior landscaping for the Granada subdivision.

**10. ADJOURNMENT**

Mayor Wheat adjourned the work session at 7:34 p.m.

**Regular Session**

**1. CALL TO ORDER**

Mayor called the regular session to order at 8:05 p.m.

**2. CITIZEN PRESENTATIONS AND RECOGNITIONS**

No one addressed the Council.

**3. CONSENT AGENDA**

- 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 9<sup>th</sup> 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.

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

**4. DISCUSSION AND CONSIDERATION OF 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.**

**MOTION:** Council Member Stoltenberg made a motion to appoint Ryan Groce, Tim Brittan, and Ken Kraska to the Planning and Zoning Commission and all others to boards as requested. Council Member Langdon seconded the motion. The motion carried by a vote of 5-0.

**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.**

Director Edwards provided an overview of the project and stated the reasons the applicant requested to table the item until additional discussions.

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat asked for a motion to continue the public hearing until the August 24, 2015, meeting. Council Member Belvedere made the motion to continue seconded by Council Member Stoltenberg. Motion carried 5-0.

**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.**

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat asked for a motion to continue the public hearing until the August 24, 2015, meeting. Council Member Langdon made the motion to continue seconded by Council Member Barrett. Motion carried 5-0.

**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.**

Director Edwards provided an overview of the zoning request.

Mr. Brad Blankenship, DTZ, and Mrs. Christine Robins-Elrod, 5G Studio, provided a presentation and overview of the proposed signage and renderings.

Discussion ensued regarding the size of signage, illumination, timing of the renovation, marketing for new tenants, signage metal material, feedback from potential tenants, and staff approval of the final signage.

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat closed the public hearing.

**MOTION:** Council Member Rennhack made a motion to approve **Ordinance 750**. Council Member Langdon seconded the motion. The motion carried by a vote of 5-0.

**8. PUBLIC HEARING AND CONSIDERATION OF 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.**

Director Edwards provided a presentation and overview the proposed site plan amendment and landscaping.

Town Manager Brymer provided an overview of the 360 degree architecture as discussed with Planning and Zoning Commission and the application of the articulation requirements granted by individual structure.

Mr. Brad Blankenship, DTZ and Jay Reissig, Halff Associates, provided a presentation and overview of the proposed parking structures to be added to the Campus Circle property.

Discussion ensued regarding number of spaces in the proposed garages, total surface parking, and the proposed structures should be completed by the end of 2015.

Mayor Wheat opened the public hearing.

No one addressed the Council.

Mayor Wheat closed the public hearing.

**MOTION:** Council Member Stoltenberg made a motion to approve **Ordinance 751**. Council Member Belvedere seconded the motion. The motion carried by a vote of 5-0.

## **9. 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 551.072 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**

## **13. COUNCIL CALENDAR**

**14. 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 Rennhack seconded the motion. The motion carried by a vote of 5-0.

Mayor Wheat adjourned the meeting at 9:06 p.m.

**APPROVED BY THE TOWN COUNCIL ON AUGUST 24, 2015.**

ATTEST:

\_\_\_\_\_  
Laura Wheat, Mayor

\_\_\_\_\_  
Kelly Edwards, Town Secretary



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

**June 15, 2015**

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

**ABSENT:** Michael Barrett and Rick Rennhack

**OTHERS PRESENT:** Town Manager Thomas Brymer, Assistant Town Manager Amanda DeGan, Town Secretary Kelly Edwards, Finance Director Debbie Piper, Finance Supervisor Jaymi Ford, Fire Chief Richard Whitten, Fire Marshal John Ard, Director of Facilities and Parks & Recreation Troy Meyer, Director of Human Resources & Administrative Services Todd Wood, Director of Information Technology Jason Power, Director of Public Works Jarrod Greenwood, Communications & Community Affairs Director Ginger Awtry, Communications Specialist Susan McFarland, Municipal Court Administrator Sharon Wilson and Management Intern Joel Enders.

**Workshop Session**

**1. CALL TO ORDER**

Mayor Wheat called the work session to order at 12:30 p.m.

**2. DISCUSSION OF THE PROPOSED MUNICIPAL BUDGET FOR FISCAL YEAR 2015-2016, AS WELL AS FUNDED AND UNFUNDED PROJECTS CONTAINED IN THE TOWN'S PROPOSED FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN.**

Town Manager Brymer, Assistant Town Manager DeGan and Director Piper provided a presentation and overview of the proposed budget.

Discussion ensued regarding staff monitoring the Granada project ensuring the Town's vision of the product is accomplished, regional challenges, budget cost by strategic perspective, water conservation methodology rates, the City of Fort Worth's Caylor waterline extension, Sales Tax revenues, Capital Improvement summary, smart meters and automation capabilities, updating the academy facility plan, providing Council an opportunity for additional involvement in the Entrada development, signalization at Dove Road & Davis FM1938 and Solana & Davis FM1938, building or leasing office space for municipal offices, market adjustments for the municipal employees, purchasing land, and the response to questions from Council retreat.

**3. ADJOURNMENT**

Mayor Wheat adjourned the work session at 3:58 p.m.

**APPROVED BY THE TOWN COUNCIL ON AUGUST 24, 2015.**

ATTEST:

\_\_\_\_\_  
Laura Wheat, Mayor

\_\_\_\_\_  
Kelly Edwards, Town Secretary



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Consider approval of a Resolution to enter into an Interlocal Agreement with NCTCOG GovPay for expedited collection of bonds, fines and paperwork

**STAFF CONTACT:** Amanda DeGan, Assistant Town Manager  
Sharon Wilson, Court Administrator

**Strategic Alignment**

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme &amp; Results</u>	<u>Outcome Objective</u>
Fiscal Responsibility	Municipal & Academic Operations	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Maximize Efficiencies & Effectiveness
<b><u>Strategic Initiative</u></b>			
Review Internal Processes to Eliminate Waste / Redundancy			

**Time Line - Start Date:** August 24, 2015    **Completion Date:** N/A

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

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

Westlake Municipal Court through City of Keller Police Department utilizes “Regional” warrant services to detain and collect outstanding warrants. When a defendant is detained by another agency, they may pay their fines or post a bond to secure their appearance in our court to answer to the charges against them. Currently, any monies, bonds, and paperwork collected by these agencies are sent to the respective cities court where they process the cash/documents and mail the paperwork to our court. If there is any actual money involved, the paperwork must first be processed through the collecting cities finance department and then they cut a check, which is forwarded to our court.

This process can take days, weeks or even months for our agency to receive the necessary paperwork to process the case for closure. Through NCTCOG GovPay, participating agencies, upon release of defendant, shall deposit payments and bonds directly into an established Town of Westlake bank account, and email all supporting documents to a dedicated email account, therefore improving the turnaround time to final disposition on cases.

The contract/service agreement has been reviewed by our town attorney.

### **RECOMMENDATION**

Staff recommends approval.

### **ATTACHMENTS**

Resolution 15-17

**TOWN OF WESTLAKE**

**RESOLUTION NO. 15-17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT FOR AN INTERLOCAL AGREEMENT FOR ELECTRONIC WARRANT PAYMENT SERVICES THROUGH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG).**

**WHEREAS**, the Town of Westlake desires to expedite the collection of money and paperwork from local agencies after warrants have been executed by participating agencies; and,

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) through GovPay participating agencies shall deposit payments and bonds directly into a Town of Westlake bank account; and,

**WHEREAS**, this process will enhance our efficiencies and customer service and promote a shorter time period to final disposition on cases; and,

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

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

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

**SECTION 2:** That, the Town of Westlake Town Council, does hereby approve the agreement with NCTCOG GovPay, attached to this resolution as *Exhibit "A"*, authorizing the Town Manager to execute the contract 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 24<sup>TH</sup> DAY OF AUGUST 2015.**

ATTEST:

\_\_\_\_\_

Laura L. Wheat, Mayor

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Kelly Edwards, Town Secretary

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Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

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L. Stanton Lowry, Town Attorney

**Exhibit "A"**

**INTERLOCAL AGREEMENT FOR  
ELECTRONIC WARRANT PAYMENT SERVICES**

**THIS INTERLOCAL AGREEMENT** ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), is by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and the Town of Westlake, a local government created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 3 Village Circle, Suite 202, Westlake, Texas 76262.

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program, hereinafter referred to as "**Shared Services**" under which it contracts with eligible entities under the Act; and

**WHEREAS**, NCTCOG has performed a procurement process for electronic warrant payment services for municipalities; in which each participating local government will contract directly for electronic warrant payment services with Government Payment Service, Inc. (GPS); and

**WHEREAS**, NCTCOG's Executive Board approved a resolution authorizing the interlocal agreements for procurement of GPS electronic warrant payment services at its December 20, 2012 meeting; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on August 24, 2015, and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows

**ARTICLE 1: OBLIGATIONS OF THE PARTIES**

The Participant agrees to execute an engagement letter with GPS with respect to its election to receive various electronic warrant payment services under NCTCOG's Shared Services Program. A copy of the standard engagement letter is attached hereto as Attachment 1. Participant acknowledges that it shall look solely to GPS for the delivery of the services described in the engagement letter as well as the provisions for payment of fees assessed by GPS.

NCTCOG has developed the electronic warrant payment services program as part of its Shared Services to its member organizations. NCTCOG's sole responsibility is to coordinate with GPS and its member organizations the procurement of the services and to promote the services to its members. NCTCOG has no responsibility for (i) the delivery of the services to its members, (ii)

the day to day operation of the electronic warrant payment service system or (iii) the resolution of dispute/warranty claims between GPS and the Participants.

## **ARTICLE 2: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act as a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

## **ARTICLE 3: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 4 below.

## **ARTICLE 4: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the **Shared Services** cooperative purchasing program.

## **ARTICLE 5: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

## **ARTICLE 6: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

## **ARTICLE 7: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 8: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 9: WHOLE AGREEMENT**

This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 10: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

**ARTICLE 11: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas  
Council of Governments  
Shared Services Program  
616 Six Flags Drive  
Arlington, Texas 76011**

\_\_\_\_\_  
NCTCOG Executive Director or Designee

\_\_\_\_\_  
Signature of Executive Director or Designee

Date: \_\_\_\_\_

Town of Westlake  
Name of Entity

3 Village Circle, Suite 202  
Mailing Address

Westlake, Texas 76262  
City, State, ZIP Code

Thomas E. Brymer, Town Manager  
Name & Title of Authorized Official or Designee

By: \_\_\_\_\_  
Signature of Authorized Official or Designee

Date: \_\_\_\_\_



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Consider a resolution to enter into an Inter Local Agreement with Trophy Club for reimbursement for installation of Internally Illuminated Street Name Signs.

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

**Strategic Alignment**

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

**Time Line - Start Date:** August 24, 2015    **Completion Date:** August 24, 2015

**Funding Amount:** \$11,495.00    **Status -**  **Funded**    **Source -** Contributions/Grants

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

As you will recall, Council awarded a contract at the January 26, 2015 regular meeting for the installation of Internally Illuminated Street Name Signs on TxDOT signal poles at the follow locations: SH 114/FM 1938; SH 114/Westlake Parkway; and US 377/Westport Parkway.

The plans included two Trophy Club Drive signs to be installed at the Westlake Parkway bridge at a cost of \$11,495.00 to be paid for by the Town of Trophy Club as indicated in the proposed ILA. This allows both communities to realize some economies of scale thereby reducing the overall project cost.

**RECOMMENDATION**

Staff recommends approval of the Westlake-Trophy Club ILA.

**ATTACHMENTS**

Resolution 15-18  
Proposed ILA with Trophy Club

**TOWN OF WESTLAKE**

**RESOLUTION NO. 15-18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WESTLAKE AND THE TOWN OF TROPHY CLUB RELATED TO THE REIMBURSEMENT FOR INSTALLATION OF INTERNALLY ILLUMINATED STREET NAME SIGNS.**

**WHEREAS**, the Town of Westlake desires to foster and promote region cooperative efforts; and

**WHEREAS**, Westlake, Trophy Club, and Roanoke previously entered into a Joint Regional Government MOU to address development along the SH 114 & SH 170 corridor; and

**WHEREAS**, Westlake has determined that the proposed internally illuminates street name signs enhancements are in keeping with the executed JRG MOU; and

**WHEREAS**, the Town Council finds that the funding provides sound infrastructure planning consistent with goals and objectives within the adopted strategic plan; and

**WHEREAS**, the Town of Westlake has already entered into a contract for the installation of internally illuminated street name signs for both Westlake and Trophy Club; 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.** All matters stated in the Recitals above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2.** The Town Council of the Town of Westlake hereby approves the ILA between the Town of Westlake and the Town of Trophy Club related to the reimbursement of the internally illuminates street name signs, attached as Exhibit “A”, and further authorizes the Town Manager to execute the 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 24<sup>TH</sup> DAY OF AUGUST, 2015.

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Laura Wheat, Mayor

ATTEST:

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Kelly Edwards, Town Secretary

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Tom Brymer, Town Manager

APPROVED AS TO FORM:

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L. Stanton Lowry, Town Attorney

## **INTERLOCAL AGREEMENT FOR INSTALLATION OF ILLUMINATED SIGNS**

This Interlocal Agreement (“Agreement”) is made and entered into by and between the **TOWN OF WESTLAKE**, a Type A General Law Municipality located in Denton and Tarrant Counties of the State of Texas (“**WESTLAKE**”) and, the **TOWN OF TROPHY CLUB**, a home rule municipality located in Denton and Tarrant Counties of the State of Texas (“**TROPHY CLUB**”), for the purpose of participating in a joint project to install illuminated street name signs within the the Town of Westlake (hereinafter “Project”).

**WHEREAS, WESTLAKE** obtained proposals for the Project and contracted for the installation of illuminated street name signs within **WESTLAKE**; and

**WHEREAS, TROPHY CLUB** has determined it appropriate to install illuminated street name signs within **WESTLAKE**; and

**WHEREAS**, the installation of illuminated name street signs is a governmental function that each party to this Agreement is authorized to perform; and

**WHEREAS**, the performance of that governmental function and the costs for the Project shall be paid from current revenues legally available to each party for their respective portion of the Project; and

**WHEREAS**, the governing bodies for **WESTLAKE** and **TROPHY CLUB** find that this Agreement serves the common interest of both parties, provides for a fair division of costs between the parties as each will pay the costs of signs installed within its respective jurisdiction, and will benefit the public; and

**NOW, THEREFORE, WESTLAKE** and **TROPHY CLUB**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

### **SECTION 1 PROJECT DESCRIPTION**

**WESTLAKE** shall contract with a third party for the installation of illuminated street name signage within **WESTLAKE**, and **WESTLAKE** shall include in the scope of work for that contract two (2) illuminated street name signs to be installed at the intersection of Trophy Club Drive and State Highway 114 Service Road (eastbound and westbound directions) within **WESTLAKE**. A diagram depicting the approximate location of the signs is attached hereto and incorporated herein as **Exhibit “A”**. The illuminated street name signs shall meet the specifications set forth in **Exhibit “B”**, a copy of which is attached hereto and incorporated herein. **WESTLAKE** shall serve as the Manager for the Project.

### **SECTION 2 CONSIDERATION**

In consideration for **WESTLAKE**’s service as Manager of the Project, **TROPHY CLUB** shall pay **WESTLAKE** an amount not to exceed **ELEVEN THOUSAND FOUR HUDNRED NINETY FIVE AND NO/100 DOLLARS (\$11,495.00)** within thirty (30) days after completion of the Project and **TROPHY CLUB**’s acceptance of the illuminated street name signs installed within **WESTLAKE**.

**SECTION 3**  
**MISCELLANEOUS PROVISIONS**

- 3.01 **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- 3.02 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- 3.03 **Entire Agreement.** This Agreement represents the entire agreement between **WESTLAKE** and **TROPHY CLUB** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument approved by the governing bodies of both **WESTLAKE** and **TROPHY CLUB** and executed by those authorized to sign on behalf of the respective governing bodies.
- 3.04 **Immunity and Defenses.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 3.05 **Severability Clause.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- 3.06 **Assignment.** This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the Parties shall assign or transfer an interest in this Agreement without the express written consent of the other party.
- 3.07 **Termination.** This Agreement may be terminated in whole or in part with or without cause by **WESTLAKE** or **TROPHY CLUB** upon fifteen (15) days written notice to the other party by certified mail, return receipt requested, with notice of termination being provided to the non-terminating party and directed to the attention of the non-terminating party's Town Manager.
- 3.08 **No Joint Venture or Agency.** The relationship between the parties to this Agreement shall not be construed or deemed to create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- 3.09 **Effective Date.** The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "Effective Date").

**EXECUTED** in duplicate originals on the dates set forth below.

**TOWN OF TROPHY CLUB**

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C. Nick Sanders, Mayor  
Town of Trophy Club, Texas

ATTEST:

APPROVED AS TO FORM:

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Holly Fimbres, Town Secretary  
Town of Trophy Club, Texas

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Patricia A. Adams, Town Attorney  
Town of Trophy Club, Texas

[SEAL]

**TOWN OF WESTLAKE**

ATTEST:

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Kelly Edwards, Town Secretary  
Town of Westlake, Texas

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

[SEAL]





**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Consider approval of Resolution adopting the Tarrant County Hazard Mitigation Action Plan.

**STAFF CONTACT:** Richard Whitten, Fire Chief

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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.	Municipal & Academic Operations	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Maximize Efficiencies & Effectiveness
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** N/A      **Completion Date:** N/A

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

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

The Tarrant County Hazard Mitigation Action Plan, 2015 is the regional guide that provides the foundation to emergency management's plans and procedures. This plan replaces the current Fort Worth Hazard Mitigation Plan, which was adopted January 26, 2009.

**RECOMMENDATION**

Staff recommends adopting the Tarrant County Hazard Mitigation Action Plan.

## ATTACHMENTS

Resolution 15-19

[Tarrant County Hazard Mitigation Action Plan](#) (Exhibit “A”)

**TOWN OF WESTLAKE**

**RESOLUTION NO. 15-19**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, ADOPTING THE TARRANT COUNTY HAZARD MITIGATION ACTION PLAN, JUNE 2015.**

**WHEREAS**, the Town of Westlake recognizes the threat that natural hazards pose to people and property within the Town of Westlake; and

**WHEREAS**, the Town of Westlake has prepared a multi-hazard mitigation plan, hereby known as Tarrant County Hazard Mitigation Plan, June 2015 in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, Tarrant County Hazard Mitigation Action Plan, June 2015 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Westlake from the impacts of future hazards and disasters; and

**WHEREAS**, adoption by the Town of Westlake demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Tarrant County Hazard Mitigation Action Plan, June 2015.

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

**SECTION 1:** That the Town of Westlake Town Council does hereby adopt the Tarrant County Hazard Mitigation Action Plan, June 2015.

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

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

**PASSED AND APPROVED ON THIS 24<sup>TH</sup> DAY OF AUGUST 2015.**

BY:

\_\_\_\_\_  
Laura L. Wheat, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Edwards, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Stanton Lowry, Town Attorney



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Consider Resolution 15-20 approving a developer agreement with Carlyle Development LLC, and further authorizing the Town Manger to execute the agreement

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

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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.	Optimize Planning & Development Capabilities
<b><u>Strategic Initiative</u></b>			
Increased Tarrant Appraisal District (TAD) Assessments			

**Time Line - Start Date:** August 24, 2015    **Completion Date:** August 24, 2015

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

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

As you will recall, at the May 18, 2015 regular Council meeting, Town Council approved the Preliminary Plat of the property addressed as 1480 Dove Road, dividing the existing lot into eight residential lots that are all one-acre or more in size. The property is currently zoned R-1 "Estate Residential." The property is approximately 10.18 acres and is located on the north side of Dove Road, between the Glenwyck Farms and Terra Bella subdivisions.

The proposed developer agreement with Carlyle Development LLC, identifies the developer's responsibilities regarding the public and private infrastructure improvements related to the Carlyle development.

### **RECOMMENDATION**

Staff recommends approval.

### **ATTACHMENTS**

Resolution 15-20

Attachment A – Carlyle Developer Agreement

**TOWN OF WESTLAKE**

**RESOLUTION 15-20**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH CARLYLE DEVELOPMENT, LLC. RELATED TO THEIR DEVELOPMENT KNOWN AS CARLYLE IN WESTLAKE, TEXAS.**

**WHEREAS**, the Town of Westlake is experiencing planned growth through the attraction of economic development projects such as Fidelity Investments and Deloitte University, residential developments such as Vaquero, Glenwyck Farms, Terra Bella, and Granada which are consistent with the Town's Comprehensive Plan, as well as enrollment growth at Westlake Academy, all of which contribute to demand for improvements to Westlake's infrastructure and public buildings, and

**WHEREAS**, the Town of Westlake (Town) and Carlyle Development, LLC. (the Developer) desire to entire enter into a partnership to continue this planned growth through a development agreement which sets out responsibilities for the Developer as a part of their development known as Carlyle regarding maintenance of public and private open spaces/amenities in and adjacent to said Carlyle development, and

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

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

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

**SECTION 2:** THAT, the Town Council of the Town of Westlake, Texas, hereby approves the Development Agreement with the Developer attached hereto as *Exhibit "A"*; 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 24<sup>th</sup> DAY OF AUGUST, 2015.**

ATTEST:

\_\_\_\_\_  
Laura L. Wheat, Mayor

\_\_\_\_\_  
Kelly Edwards, Town Secretary

\_\_\_\_\_  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Stanton Lowry, Town Attorney

## **RESIDENTIAL DEVELOPER AGREEMENT**

An Agreement between the Town of Westlake, Texas, hereinafter referred to as the “Town”, and the undersigned Developer, Carlyle Development, LLC, hereinafter referred to as the “Developer”, of CARLYLE, hereinafter referred to as the “Addition” to the Town of Westlake, Tarrant County, Texas, for the installation of certain community facilities located therein, and to provide Town services thereto. It is understood by and between the parties that this Agreement is applicable to the lots contained within the Addition and to the off-site improvements necessary to support the Addition.

### **I. GENERAL REQUIREMENTS**

- A. It is agreed and understood by the parties hereto that the Developer shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all facilities covered by this Agreement.
- B. The Developer hereby agrees to comply with all federal, state, and local laws that are applicable to development of this Addition.
- C. The Developer agrees that the completed project will be constructed in conformance with the Preliminary Plat Construction Plans and other permits or regulatory authorizations granted by the Town during the development process.
- D. Building permits shall not be issued until all Public Works infrastructure is deemed substantially complete by the Town, all appropriate Fire Code requirements are satisfied and street signs with street names are in place. Temporary, all-weather signs as specified in the Manual of Uniform Traffic Control Devices (MUTCD) securely fastened in the ground are acceptable until permanent street signs are installed. The Developer recognizes that the remaining building permits or Certificates of Occupancy for residential dwellings will not be issued until the supporting public works infrastructure including permanent street signs with block numbers and regulatory signs within the Addition have been accepted by the Town. This will serve as an incentive to the Developer to see that all remaining items are completed.
- E. The Developer will present to the Town, in form acceptable to the Town, either (1) a cash escrow, (2) Letters of Credit, or (3) performance bond and payment bond, guaranteeing and agreeing to pay an amount equal to 100% of the value of the construction cost of all public facilities (streets, sidewalks, water, sewer, drainage, and any other public infrastructure improvements) to be constructed by the Developer, and providing for payment to the Town of the total remaining amounts required for the completion of the public facilities if the Developer fails to complete the work within twelve (12) months of the signing of this Agreement between the Town and Developer. All bonds shall be issued by a bonding company licensed to do business in the State of Texas. All Letters of Credit must meet the Requirements for Irrevocable Letters of Credit which have been incorporated herein.

The value of the performance bond, letters of credit or cash escrow will reduce at a rate consistent with the amount of work that has been completed by the Developer and accepted by the Town. Performance and payment bonds, Letters of Credit or cash escrow from the prime contractor(s), hereinafter referred to as Contractor, or other entity acceptable to the Town, may be accepted in lieu of Developer's obligations specified above, at the discretion of the Town.

- F. Any guarantee of payment instrument (Performance Bond, Letters of Credit, etc.) submitted by the Developer or Contractor on a form other than the one which has been previously approved by the Town as "acceptable" shall be submitted to the Town Attorney and this Agreement shall not be considered in effect until Town Attorney has approved the instrument. Approval by the Town shall not be unreasonably withheld or delayed.
- G. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the Town, through the Town Manager, shall retain the right to reject any surety company as a surety for any work under this or any other Developer's Agreement within the Town regardless of such company's authorization to do business in Texas. Approval by the Town shall not be unreasonably withheld or delayed.
- H. The Developer agrees to furnish to the Town a 2-year maintenance bond, letters of credit or cash escrow in an amount equal to 100% of the cost of construction of all public facilities (streets, sidewalks, water, sewer, drainage, and any other public infrastructure improvements). This 2-year maintenance bond, letters of credit or cash escrow will take effect on the date of final acceptance of all of the public facilities in the Addition, and shall secure all costs of maintenance of such public facilities for a period of two (2) years. The 2-year maintenance bond, letters of credit or cash escrow will be supplied to the Town by the contractors performing the work, and the Town will be named as the beneficiary.
- I. No work shall be initiated on or in said Addition by Developer, save and except as provided above; until the payment, performance and 2-year maintenance bond, letters of credit or cash escrow required in Paragraphs E and H have been provided to the Town.
- J. It is further agreed and understood by the parties hereto that upon final acceptance by the Town, title to all public facilities and improvements mentioned herein above which are intended to be public facilities shall be vested in the Town, and Developer hereby relinquishes any right, title, or interest in and to said facilities or any part thereof. It is further understood and agreed that until the Town accepts such improvements, the Town shall have no liability or responsibility for any such facilities. Acceptance of the facilities must be in writing, signed by the Town, through its Town Manager or his/her duly appointed representative, acknowledging that all facilities are complete, have been inspected and approved, and are being accepted by the Town.

- K. On all public facilities included in this Agreement for which Developer awards his own construction contract, Developer agrees to the following procedures:
1. Developer shall pay all applicable fees and costs prior to scheduling a preconstruction meeting, including the following.
    - a. Inspection fees equal to six percent (6%) of the cost of all facilities (streets, sidewalks, water, sewer, drainage, and any other public or private infrastructure improvements) included in said Addition, based on actual bid or contract construction costs.
  2. The Town can delay connection of private services to public utility mains constructed under this Agreement until water mains, sanitary sewer mains and storm drain lines have been tested and deemed substantially complete by the Town.
- L. Both the Developer and any third party, independent entity engaged in the construction of houses, hereinafter referred to as “Builder”, will be responsible for mowing all grassed areas and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in said Addition which have not been sold to third parties. After fifteen (15) days written notice, should the Developer or Builder failing this responsibility, the Town may contract for this service and bill the Developer and Builder for reasonable costs. Such amount shall become a lien upon all real property of the Addition so maintained by the Town, and not previously conveyed to other third parties, 120 days after Developer has notice of costs.

## II. FACILITIES

### A. STREETS

Street construction in the Addition shall be installed in conformance with the requirements and in accordance with plans and specifications to be prepared by the Developer’s engineer and released by the Town of Westlake.

1. The Developer will be responsible for the following:
  - a. Installation of all street signs based on the Manual on Uniform Traffic Control Devices (MUTCD) as prepared by the Developer’s engineer designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard approved by the Town in accordance with Town ordinances and sign standards;
  - b. Installation of all regulatory signs based on the MUTCD as prepared by the Developer’s engineer by an engineering study or direction by the Town Engineer. It is understood that Developer may put in signage having unique architectural features, however, should the signs be moved or destroyed by any means, the Town is only responsible for replacement of the standard signage and poles. Developer or Home Owners Association will be responsible for any additional cost for replacement of custom or unique signs.

2. All street construction will be subject to inspection and acceptance by the Town. No work will begin on any street in said Addition prior to complying with all the requirements contained elsewhere in this Agreement. All streets, water, sewer, drainage, and any other public infrastructure improvements which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are proposed. The Developer hereby agrees to advise the Director of Public Works as soon as possible when any physical modifications to the alignment of public infrastructure is required after construction has been completed. The Developer agrees to cooperatively work with and assist in the coordination of such modifications in a manner that will be least disruptive to street construction and/or the integrity of surrounding public infrastructure.

#### B. ON-SITE WATER

The Developer hereby agrees to install water facilities to serve all lots shown on the preliminary plat of the Addition in accordance with plans and specifications to be prepared by the Developer's engineer and released by the Town for construction and in accordance with *Chapter 82, Article IX, Water Facilities*, of the Town of Westlake Ordinances, as amended, and any other local, state and federal regulations. The Developer shall be responsible for all construction costs, materials and engineering.

#### C. ON-SITE SANITARY SEWER FACILITIES

The Developer hereby agrees to install sanitary sewer collection facilities to service all lots as shown on the final plat of the Addition. Sanitary sewer facilities will be installed in accordance with the plans and specifications to be prepared by the Developer's engineer and released by the Town. Further, the Developer agrees to complete this installation in accordance with *Chapter 82, Article X, Wastewater Facilities*, of the Town of Westlake Ordinances, as amended, and any other local, state and federal regulations. The Developer shall be responsible for all construction costs, materials, engineering, permits and impact fees.

#### D. DRAINAGE

The Developer hereby agrees to install drainage facilities to service all lots as shown on the final plat of the Addition in accordance with the plans and specifications to be prepared by Developer's engineer and released by the Town for construction. The Developer also agrees to adhere to *Chapter 82, Article X, Drainage Facilities*, of the Town of Westlake Ordinances, as amended. The Developer hereby agrees to fully comply with all EPA, TCEQ and FEMA requirements relating to the planning, permitting and management of storm water which may be in force at the time that development proposals are being presented for approval to the Town. The Developer hereby agrees to comply with all provisions of the Texas Water Code.

## E. EROSION CONTROL

The Developer agrees to comply with *Chapter 36, Article IV, Erosion Control*, of the Town of Westlake Ordinances, , as amended, regarding erosion and sediment control during construction of the Addition. The Developer also agrees to comply with the Texas Commission on Environmental Quality TPDES General Permit No. TXR150000, and all other applicable local, state and federal ordinances, regulations and laws.

The Developer agrees to keep the streets and storm drain systems (MS4) free from soil build-up by using soil control measures, such as those included in the NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Division 1000 EROSION AND SEDIMENT CONTROL to prevent soil erosion. It will be the Developer's responsibility to present to the Town of Westlake a Storm Water Pollution Prevention Plan (SWPPP) and/or erosion control plan that will be implemented for this Addition. When in the opinion of the Town of Westlake there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the Developer, the Developer will have seventy-two (72) hours to clear the soil from the affected areas. If the Developer does not remove the soil from the affected areas within 72 hours, the Town may remove the soil build-up either by contract or by Town forces and place the soil within the Addition at the Developer's expense. All expenses must be paid to the Town prior to acceptance of the Addition.

Developer or its contractors must commence final stabilization of any disturbed areas immediately after completion of all soil disturbing activities. The TDPDES General Permit No. TXR150000 defines final stabilization as when all soil disturbing activities at the site have been completed and a uniform (i.e., evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been ESTABLISHED on ALL unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Where construction activity on a portion of the site has temporarily ceased, and earth disturbing activities will be resumed within 21 days, temporary erosion control and stabilization measures are not required on that portion of the site, except as provided below. Erosion control and stabilization measures must be initiated as soon as practicable in semi-arid areas and areas experiencing droughts by the 14th day after construction activity.

After final stabilization has been established on all disturbed areas of the Addition and all permanent erosion control measures have been installed and working effectively, the Developer shall request final acceptance of the project to the Director of Public Works. Inspection of the site will be required to ensure that the erosion control plan has been properly installed and the permanent erosion control measures will prevent soil erosion from the newly created lots from washing into the street right-of-way, drainage-way or other private property.

#### F. USE OF PUBLIC RIGHT OF WAY

It is agreed by and between the Town and Developer that the Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, patterned concrete, etc., for the enhancement of the Addition. The Developer agrees to maintain these amenities until such responsibility is turned over to a homeowners association. The Developer and his successors and assigns understand that the Town shall not be responsible for the replacement of these amenities under any circumstances and further agrees to indemnify and hold harmless the Town from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the public with regard to these improvements and the Developer shall, at his own cost and expense, defend and protect the Town against all such claims and demands.

#### G. AMENITIES

It is agreed by and between the Town and Developer that the Developer shall be responsible for the construction and maintenance of any unique landscaping, walls, patterned concrete, specialty signage and accessory facilities until such responsibility is turned over to a homeowners association.

#### H. START OF CONSTRUCTION

Before the construction of the streets, water, sewer, or drainage facilities can begin; the Developer must do the following:

1. Execute a Developer Agreement by all parties;
2. Schedule and attend a pre-construction meeting between Developer and Town and including all Contractors, major Sub-Contractors, and Utilities;
3. Furnish to the Town a list of all subcontractors and suppliers which will be providing greater than \$1,000 of work in the Addition;
4. Submit for approval by the Town the payment and performance bonds and 2- year maintenance bond or acceptable alternate security naming the Town as beneficiary;
5. Submit at least 2- 22"x34" (full size) sets and 2-11"x17" (half size) scalable sets of construction plans to be stamped "Released for Construction" by the Town Engineer plus any additional sets needed for the developer and contractor;
6. Pay all fees required to be paid to the Town;
7. Furnish to the Town a policy of general liability insurance, naming the Town as an additional insured, prior to commencement of any work. All insurance must meet the Requirements of Contractor's Insurance attached hereto and incorporated herein.

### III. GENERAL PROVISIONS

#### A. IDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS BY DEVELOPER, DEVELOPER'S AGENTS, CONTRACTORS AND SUBCONTRACTORS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO TOWN PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS BUT NOT OTHERWISE. THIS OBLIGATION TO INDEMNIFY SHALL APPLY TO ALL CLAIMS THAT ARISE FROM EVENTS THAT OCCUR PRIOR TO THE TIME THE TOWN ACCEPTS THE ADDITION, REGARDLESS OF WHETHER ANY SUCH DAMAGES, CLAIMS OR LIABILITIES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION, OR OF THE CONCURRENT NEGLIGENT ACT OR OMISSION, OF THE TOWN, ITS OFFICERS AND EMPLOYEES AND SHALL CONTINUE FOR TWO YEARS AFTER THE TOWN ACCEPTS THE ADDITION.

B. Venue of any action brought hereunder shall be in Fort Worth, Tarrant County, Texas.

C. Approval by the Town Engineer or other Town employee of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by the Town for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that approval by the Town Engineer signifies the Town's approval on only the general design concept of the improvements to be constructed. In this connection, the Developer shall for a period of two (2) years after the acceptance by the Town of the completed construction project, indemnify and hold harmless the Town, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the Developer's engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the Town, its officers, agents, servants or employees, or any

of them, on account thereof, to pay all expenses and satisfy any judgment which may be incurred by or rendered against them or any of them in connection herewith

- D. This Agreement or any part herein, or any interest herein, shall not be assigned by the Developer without the express written consent of the Town Manager, which shall not be unreasonably withheld or delayed.
- E. On all facilities included in this Agreement for which the Developer awards his own construction contract, the Developer agrees to employ a construction contractor who is approved by the Town, and whose approval shall not be unreasonably withheld or delayed, said contractor to meet Town and statutory requirements for being insured, licensed and bonded to do work in public streets and to be qualified in all respects to bid on public streets and to be qualified in all respects to bid on public projects of a similar nature.
- F. Work performed under the Agreement shall be completed within one (1) year from the date thereof. In the event the work is not completed within the one (1) year period, the Town may, at its election, draw on the performance bond, Letters of Credit, or other security provided by Developer and complete such work at Developer's expense, provided however, that if the construction under this Agreement shall have started within the one (1) year period, the Town may agree to renew the Agreement with such renewed Agreement to be in compliance with the Town policies in effect at that time.
- G. Prior to final acceptance of the Addition, the Developer shall provide to the Town:
  - a. two (2) copies of Record Drawings of the Addition, showing the facilities as actually constructed.
  - b. Digital As-Built drawings in AutoCAD (.DWG format)
  - c. Digital Shape files of As-Built drawings for GIS

Such drawings shall be stamped and signed by the registered professional engineer of record. In addition, the Developer shall provide all electronic files of the drawings in a format acceptable to the Town. The project coordinate system must tie to the State Plane Coordinate System.

#### H. TREE PRESERVATION

All construction activities shall comply with the Town of Westlake Ordinances which pertain to Tree Preservation requirements and as may be amended by the Town Council. Such conditions include, but are not limited to, proper posting of tree protection warning signs and tree protection measures to be maintained throughout the duration of the project.

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER: Carlyle Development, LLC

By: \_\_\_\_\_

Title: Todd Handwerk, its President

Address: 430 N. Carroll Avenue, Suite 120, Southlake, Texas 76092

STATE OF TEXAS

COUNTY OF TARRANT

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Todd Handwerk, President of Carlyle Development, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
WITNESS my hand and official seal.

(SEAL) - Notary Public

My commission expires: \_\_\_\_\_

TOWN OF WESTLAKE, TEXAS

By: \_\_\_\_\_

Thomas E. Brymer, Town Manager

ATTEST:

\_\_\_\_\_  
Kelly Edwards, Town Secretary

Date: \_\_\_\_\_

\_\_\_\_\_  
Stan Lowry, Town Attorney

Date: \_\_\_\_\_

## **REQUIREMENTS FOR IRREVOCABLE LETTER OF CREDIT**

1. The Letter of Credit must have a duration of at least two (2) years.
2. The Town reserves the right to specify the face amount of the Letter of Credit.
3. The Letter of Credit must be issued by a FDIC insured bank in a form acceptable to the Town of Westlake. The Town reserves the right to approve/disapprove the bank issuing the Letter of Credit.
4. The Letter of Credit must be issued by a bank that has a minimum capital ratio of six percent (6%), and has been profitable for each of the last two consecutive years.
5. The DEVELOPER must provide the Town with supporting financial information on the bank to allow the Town to ascertain requirements are met.
6. Partial drawings against Letter of Credit must be permitted.
7. The Town must be able to draft on sight with proof of amount owed.
8. The DEVELOPER pays any and all fees associated with obtaining Letter of Credit.
9. Expiring Letter of Credit must be replaced by substitute Letters of Credit at least 30 days prior to the expiration date on the Letter of Credit held by the Town until all improvements have been inspected and accepted by the Town.

**REQUIREMENTS FOR CONTRACTOR’S INSURANCE**

Contractor’s Insurance

1. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract, the CONTRACTOR shall purchase and maintain the following minimum insurance coverages with companies duly approved to do business in the State of Texas and satisfactory to the TOWN. In this section “Project” shall mean the public facilities to be constructed by Developer or under Developer’s contract with a CONTRACTOR. Coverages shall be of the following types and not less than the specified amounts:

- a. Workers’ compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the TOWN; employer’s liability insurance of not less than the minimum statutory amounts.
- b. Commercial general liability insurance, including premises- operations; independent CONTRACTOR’s liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring CONTRACTOR’s (or Subcontractor’s) liability for injury to or death of TOWN’s employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate.....	\$	<u>          </u>
Bodily Injury.....	\$	<u>          </u> Each Occurrence
Property Damage.....	\$	<u>          </u> Each Occurrence
Products–Components/Operations Aggregate .....	\$	<u>          </u>
Personal and Advertising Injury .....	\$	<u>          </u>
		(With Employment Exclusion deleted)
Each Occurrence .....		\$1,000,000
Contractual Liability:		
Bodily Injury.....	\$	<u>          </u> Each Occurrence
Property Damage.....	\$	<u>          </u> Each Occurrence

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with TOWN.

- c. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage

minimum limit of \$ [REDACTED] per occurrence; or separate limits of \$ [REDACTED] for bodily injury (per person), and \$ [REDACTED] for property damage. Such insurance shall include coverage for loading and unloading hazards.

d. Property Insurance (Builder's All Risk)

- i. CONTRACTOR shall purchase and maintain, at all times during the term of its Contract with the Developer property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the TOWN has an insurable interest in the property required by this paragraph to be covered, whichever is later. This insurance shall include interests of the TOWN, the CONTRACTOR, Subcontractors and Sub-Subcontractors in the Project.
- ii. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such insured loss.
- iii. If the insurance required by this paragraph requires deductibles, the CONTRACTOR shall pay costs not covered because of such deductibles.
- iv. This property insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

e. OWNER'S Protective Liability Insurance:

- i. CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under the contract between the CONTRACTOR and the Developer, a TOWN's protective liability insurance policy naming the TOWN as insured for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR's operations under the contract.
- ii. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR's liability insurance with a combined bodily injury and property damage minimum limit of \$ [REDACTED] per occurrence.

f. "Umbrella" Liability Insurance:

The CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the term of the Contract between the CONTRACTOR and the Developer, insuring CONTRACTOR for an amount of not less than \$                      per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

## **Policy Endorsements**

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
  - a. name the TOWN as an additional insured as to all applicable policies;
  - b. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to TOWN is required;
  - c. the term “TOWN” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the TOWN and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the TOWN;
  - d. the policy phrase “other insurance” shall not apply to the TOWN where the TOWN is an additional insured on the policy.
  
2. Special Conditions
  - a. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
    - i. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. The TOWN’s decision thereon shall be final.
    - ii. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
    - iii. all liability policies required herein shall be written with an “occurrence” basis coverage trigger.
  
  - b. CONTRACTOR agrees to the following:
    - i. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the TOWN, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
    - ii. companies issuing the insurance policies and CONTRACTOR shall have no recourse against the TOWN for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

- iii. approval disapproval or failure to act by the TOWN regarding any insurance supplied by the CONTRACTOR (or any Subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents or this Agreement. Neither shall bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability;
- iv. deductible limits on insurance policies exceeding \$ [REDACTED] require approval of the TOWN;
- v. any of such insurance policies required under this paragraph may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;
- vi. prior to commencement of operations pursuant to this Contract, the Developer or the Developer's CONTRACTOR shall furnish the TOWN with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement;
- vii. CONTRACTOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverages to the TOWN in a timely manner;
- viii. CONTRACTOR agrees to either require its Subcontractors to maintain the same insurance coverage and limits as specified for the CONTRACTOR or coverage of Subcontractors shall be provided by the Contract; and
- ix. Prior to the effective date of cancellation, CONTRACTOR shall deliver to the TOWN a replacement certificate of insurance or proof of reinstatement.



**TYPE OF ACTION**

Regular Meeting - Action Item

**Westlake Planning and Zoning Commission  
Monday, August 3, 2015**

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Continue the 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.

**STAFF CONTACT:** Eddie Edwards, Director of Planning and Development

**Strategic Alignment**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:**

**Completion Date:**

**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, and include conditions or regulations to address unique situations or the concerns of adjacent property owners.

### **RECOMMENDATION**

The applicant has requested that this case be continued, including the Public Hearing, until the October 19, 2015 Town Council meeting. The applicant is exploring alternative development options. The Planning and Zoning Commission voted unanimously to continue the Public Hearing until their September 28, 2015 meeting. Since there is no recommendation from the Planning and Zoning Commission on this matter, the Town Council may not take action at this time to approve or deny the zoning but may choose to continue the Public Hearing until the October 19, 2015 Town Council meeting. Additionally since no action may be taken to approve or deny, there is no ordinance attached for consideration at this time.

### **ATTACHMENTS:**

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, August 3, 2015**

**Westlake Town Council Meeting  
Monday, August 24, 2015**

**TOPIC:** Continue the Public Hearing and consideration of a Resolution to deny without prejudice 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**

<b><u>Vision, Value, Mission</u></b>	<b><u>Perspective</u></b>	<b><u>Strategic Theme &amp; Results</u></b>	<b><u>Outcome Objective</u></b>
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
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

**Time Line - Start Date:** August 3, 2015      **Completion Date:** 34T

**Funding Amount: Status -  Not Funded**

**Source - N/A**

**EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)**

The applicant requested that this case be tabled while they explore other development options. However, upon advice of the town attorney, staff recommended that the Planning and Zoning Commission deny the application without prejudice. This allows the applicant to reapply without a waiting period. **The Planning and Zoning Commission unanimously recommended that the application be denied without prejudice.**

**RECOMMENDATION**

The applicant has now requested that his application be withdrawn but staff recommends consideration of a resolution to deny without prejudice.

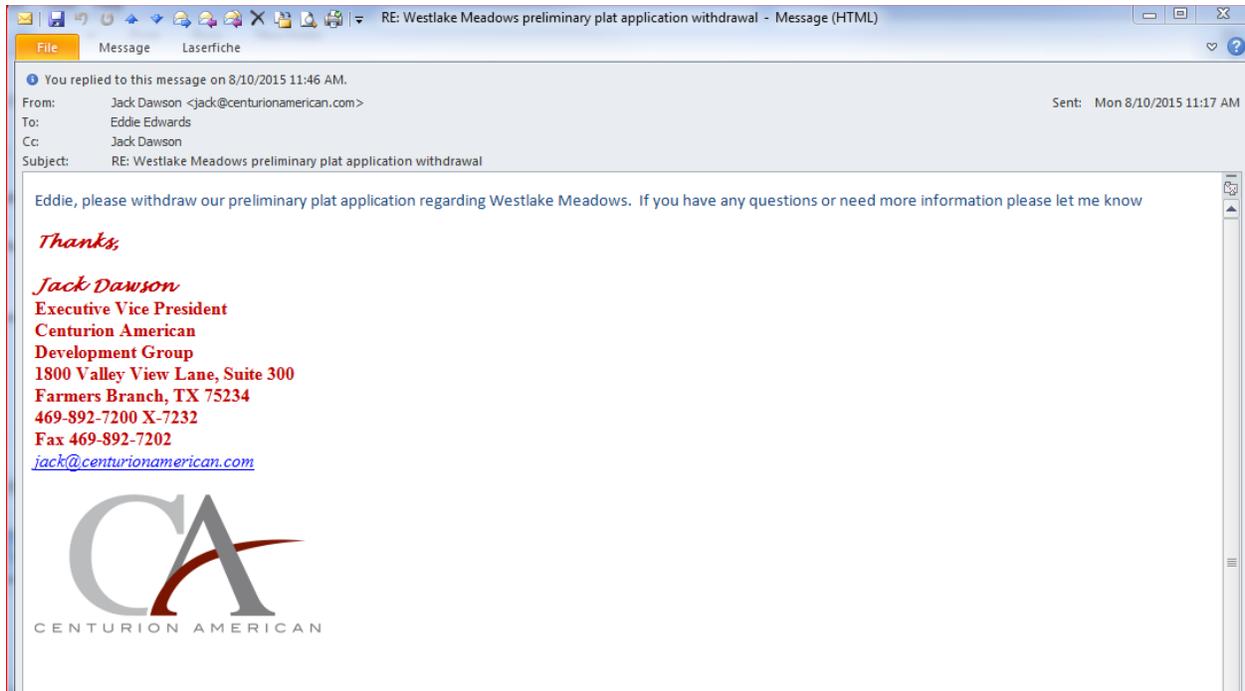
**ATTACHMENTS:**

Vicinity Map  
Applicant's request for withdrawal via email  
Resolution 15-21

### Vicinity Map

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





**TOWN OF WESTLAKE**

**RESOLUTION NO. 15-21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, TO DENY WITHOUT PREJUDICE A PRELIMINARY PLAT FOR THE PROPERTY DESCRIBED AS BEING THE TRACTS OF LAND TOTALING APPROXIMATELY 8.8 ACRES LOCATED EAST OF SAM SCHOOL ROAD AND IMMEDIATELY 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, TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS; GENERALLY LOCATED ALONG THE SOUTHERN BORDER OF THE TOWN OF WESTLAKE AND EXTENDING FROM SAM SCHOOL ROAD TO HWY 114.**

**WHEREAS**, the Town Council of the Town of Westlake continued the Public Hearing for the rezoning of this property, on June 15, 2015; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing on August 3, 2015 and voted unanimously to recommend that the Town Council deny without prejudice the Preliminary Plat, attached as *Exhibit "A"*; and

**WHEREAS**, the Preliminary Plat does not comport to the existing zoning; and

**WHEREAS**, The Town Council finds that the passage of this resolution is in the best interest of the citizens of the Town 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:** The Town Council of the Town of Westlake, Texas, after considering the recommendation for denial from the Planning and Zoning Commission on December 8<sup>th</sup>, 2014, does hereby deny without prejudice the Preliminary Plat, as shown in **Exhibit "A."**

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

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

**PASSED AND APPROVED ON THIS 24<sup>th</sup> DAY OF AUGUST 2015.**

ATTEST:

\_\_\_\_\_  
Laura Wheat, Mayor

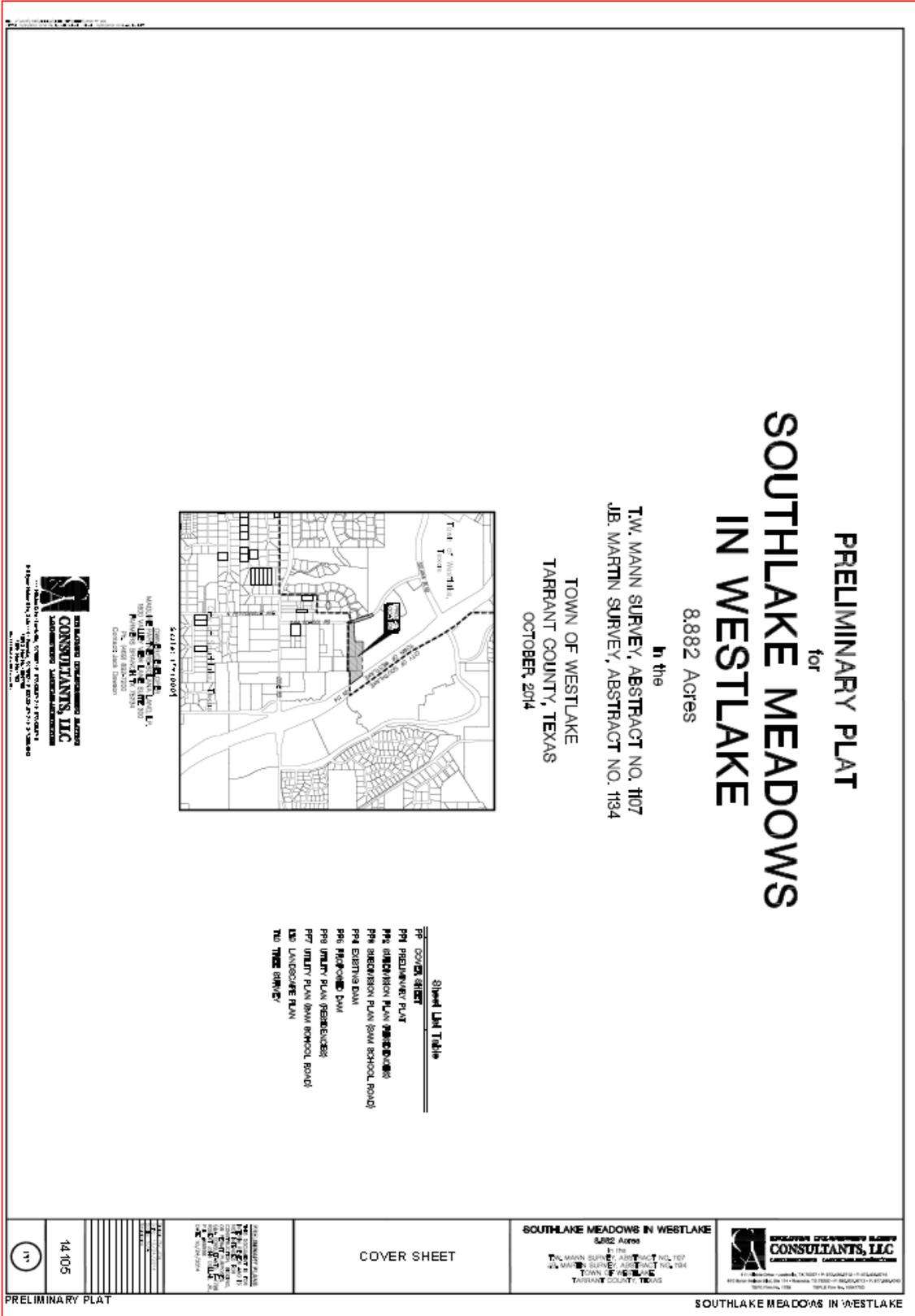
\_\_\_\_\_  
Kelly Edwards, Town Secretary

\_\_\_\_\_  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Stanton Lowry, Town Attorney

EXHIBIT "A"

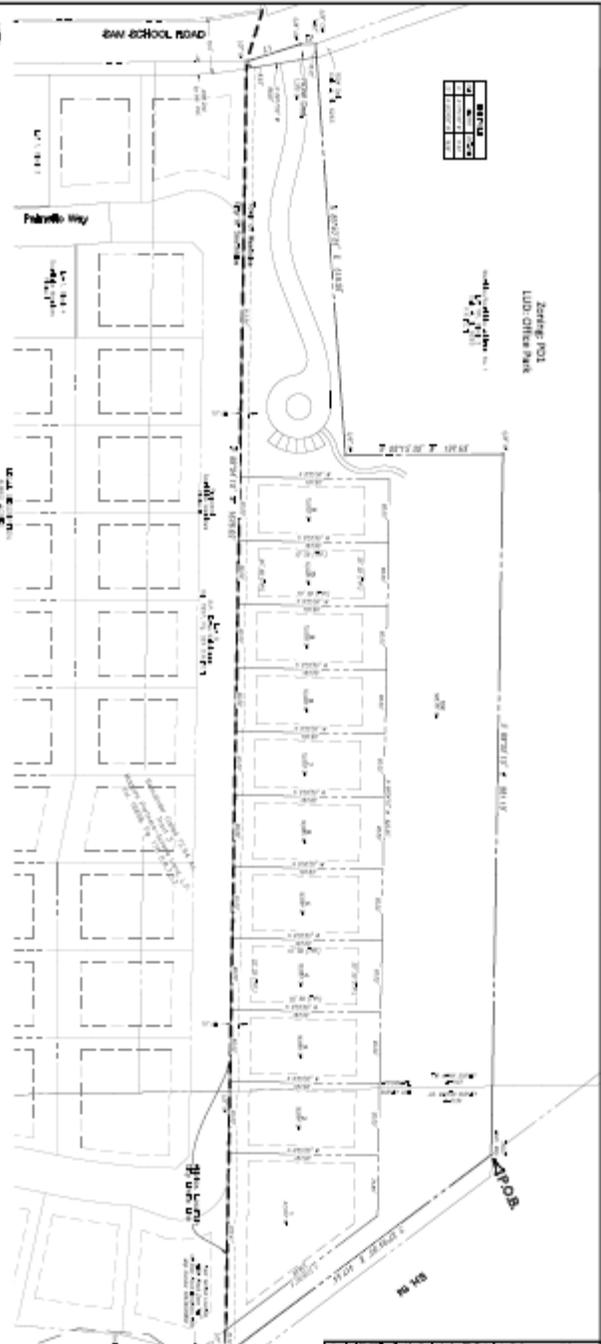


E "A"

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	11/15/2016
2	REVISED PER COMMENTS	11/15/2016
3	REVISED PER COMMENTS	11/15/2016
4	REVISED PER COMMENTS	11/15/2016
5	REVISED PER COMMENTS	11/15/2016
6	REVISED PER COMMENTS	11/15/2016
7	REVISED PER COMMENTS	11/15/2016
8	REVISED PER COMMENTS	11/15/2016
9	REVISED PER COMMENTS	11/15/2016
10	REVISED PER COMMENTS	11/15/2016

1. The proposed development is located on the east side of the intersection of Old School Road and Faberella Way. The site is bounded by Old School Road to the north, Faberella Way to the west, and a utility easement to the east. The proposed development consists of a 10-unit residential building with a total area of approximately 10,000 square feet. The building will be constructed on a 1.5-acre site. The proposed development is consistent with the zoning regulations of the City of... The proposed development is consistent with the zoning regulations of the City of... The proposed development is consistent with the zoning regulations of the City of...

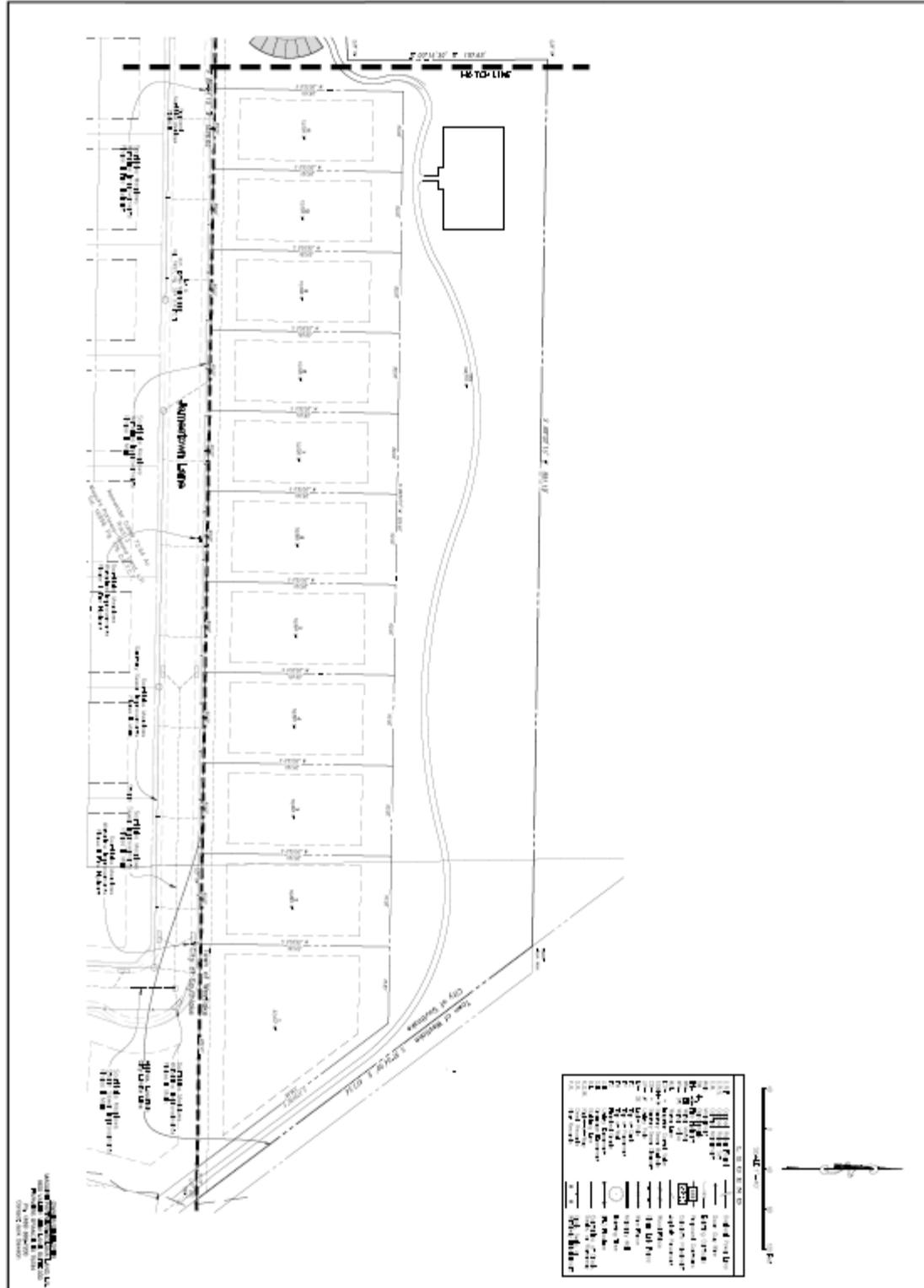
2. The proposed development is located on the east side of the intersection of Old School Road and Faberella Way. The site is bounded by Old School Road to the north, Faberella Way to the west, and a utility easement to the east. The proposed development consists of a 10-unit residential building with a total area of approximately 10,000 square feet. The building will be constructed on a 1.5-acre site. The proposed development is consistent with the zoning regulations of the City of... The proposed development is consistent with the zoning regulations of the City of... The proposed development is consistent with the zoning regulations of the City of...



11/15/2016 10:00 AM

**PRELIMINARY PLAN**  
**BOUNDARY/SETBACK REDLINES**  
 LINDA HALL BISHOP, AIA  
 ZONING PRF00  
 200 W. MARKET STREET, SUITE 200  
 WASHINGTON, DC 20005  
 TEL: 202.462.1100  
 WWW.CONSULTANTS.LLC

11/15/2016 10:00 AM



	<p>141105</p>		<p><b>SUBDIVISION PLAN (RESIDENCES)</b></p>	<p><b>SOUTH LAK MEADOWS IN WEST LAKE</b>        8.888 Acres        TOWN OF WEST LAKE, CALIFORNIA        COUNTY OF LOS ANGELES</p>	<p><b>CONSULTANTS, LLC</b>        LAND SURVEYING &amp; ENGINEERING        10000 W. CENTURY BLVD., SUITE 1000        WEST LAKE, CA 91361        (818) 491-1111</p>
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# Town of Westlake

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## Item # 6 – Executive Session

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### **EXECUTIVE SESSION**

- a. Section 551.071 to consult with their attorney to seek advice of the attorney on a matter(s) 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 conflicts with the Texas Government Code Chapter 551: Texas Student Housing
- b. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

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# Town of Westlake

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Item # 7 –  
Reconvene Meeting

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# Town of Westlake

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## Item # 8 – Take any Necessary Action, if necessary

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

- a. Section 551.071 to consult with their attorney to seek advice of the attorney on a matter(s) 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 conflicts with the Texas Government Code Chapter 551: Texas Student Housing
- b. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- d. Section 551.074(a)(1): Deliberation Regarding Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Town Manager

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# Town of Westlake

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## Item #9 - Future Agenda Items

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**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.

Mayor Laura Wheat

Regulating the use of drones in Town limits; specifically the use of drones and the use of the Stagecoach runway.

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# Town of Westlake

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## Item # 10 – Council Calendar

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- ✓ Town Council Workshop & Meeting  
Monday, August 24, 2015
- ✓ Annual State of Education Address Luncheon; Hosted by the Northwest Metroport Chamber  
Tuesday, September 1, 2015; 11:30 a.m.-1:00 p.m.  
DFW Marriott Hotel & Golf Club at Champions Circle  
\*Hear presentations from NWISD Superintendent Dr. Karen Rue and WA Executive Principal Dr. Mechelle Bryson; For reservations, please let Ginger know by August 28, 2015
- ✓ Westlake Municipal Offices & Westlake Academy closed in observance of Labor Day  
Monday, September 7, 2015
- ✓ Lone Star Legislative Report Breakfast 2015; Hosted by the Northwest Metroport Chamber  
Friday, September 11, 2015; 7:30 a.m. – 9:30 a.m.  
DFW Marriott Hotel & Golf Club at Champions Circle  
\*Join five area State representatives and senators for highlights from the 84<sup>th</sup> Texas Legislative Session; Reservations required – contact Ginger if interested.
- ✓ Coffee & Conversation with the Mayor (Held on second Monday due to Labor Day holiday)  
Monday, September 14, 2015  
8:00 – 9:30 a.m.; Marriott Solana Hotel – Living Room
- ✓ Board of Trustees Workshop & Meeting  
Monday, September 14, 2015
- ✓ North Texas Giving Day - Visit [www.NorthTexasGivingDay.org](http://www.NorthTexasGivingDay.org) for more details.  
Thursday, September 17, 2015; 6:00 a.m. through midnight  
\* Did you know that the Westlake Academy Foundation earned the #1 spot in donations last year of all local non-profits participating, earning a \$5000 bonus contribution because of our supporter's generous giving on this special day? Be sure to mark your calendar now and learn more about this magical day for many worthy organizations in the Metroplex including the Westlake Academy Foundation at [www.WestlakeAcademyFoundation.org](http://www.WestlakeAcademyFoundation.org).
- ✓ Constitution Day; Hosted by the Westlake Historical Preservation Society  
Monday, September 17, 2015  
\*Please check the town's website calendar for more details TBA
- ✓ Town Council Workshop & Meeting  
Monday, September 21, 2015
- ✓ Westlake Planning & Zoning Meeting, if needed  
Monday, September 28, 2015
- ✓ Annual Reception for New WA Parents  
Tuesday, September 29, 2015; 6:30 p.m.  
Home of BOT President Laura Wheat & Doug Wheat

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# Town of Westlake

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Item # 11 –  
Adjournment

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