

*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**

**October 20, 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 viewscapes, 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 OCTOBER 20, 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. Presentation and discussion of the 3rd and 4th Quarter Performance Measures for Fiscal Year ending September 30, 2015.

### **5. DISCUSSION ITEMS**

- a. Review and discussion of proposed Ordinance Regulating Smoking. (15 min)
- b. Review and discussion of a mutual boundary adjustment with the City of Southlake amending the Town Boundary Map. (15 min)
- c. *Standing Item*: Update and discussion regarding the Granada Development.
- d. *Standing Item*: Update and discussion regarding the Entrada Development.

### **6. EXECUTIVE SESSION**

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

- a. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- c. 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. **ITEMS OF COMMUNITY INTEREST:** Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

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

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

- a. Consider approval of the minute from the September 14, 2015, meeting.
- b. Consider approval of the minutes from the September 21, meeting.
- c. Consider approval of **Resolution 15-25**, Authorizing the Town Manager to enter into an Interlocal Agreement with the City of Roanoke and Trophy Club Municipal Utility District No. 1 for Automatic Mutual Aid for Fire Emergencies.
- d. Consider approval of **Resolution 15-28**, Approving amendments to the Town of Westlake Personnel Manual.
- e. Consider approval of **Resolution 15-29**, Approving an Interlocal Agreement (ILA) for Automatic Aid between City of Keller and Town of Westlake.
- f. Consider approval of **Resolution 15-30**, renewing Blue Cross/Blue Shield as the Town's health insurance carrier.
- g. Consider approval of **Resolution 15-31**, Amending the Economic Development Agreement with the Marriott Solana.
- h. Consider approval of **Ordinance 754**, Approving a Mutual Boundary Adjustment and Amending the Town Of Westlake Official Town Limit Boundary Map.

5. **CONTINUED CONTINUE THE PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE REGARDING A ZONING CHANGE FROM R 1 "ESTATE RESIDENTIAL" TO PD-6 "PLANNED DEVELOPMENT - SINGLE-FAMILY RESIDENTIAL DISTRICT KNOWN AS WESTLAKE MEADOWS." THE SUBJECT PROPERTY IS APPROXIMATELY 8.8 ACRES LOCATED EAST OF SAM SCHOOL ROAD AND NORTH OF THE TOWN LIMITS, FURTHER DESCRIBED AS TRACTS 7A1.7A1A1, 7A2, AND 7B OF THE RP ESTES SUBDIVISION, AND TRACTS 1A, AND 1A1 OF THE JAMES B MARTIN SURVEY.**
6. **DISCUSSION AND CONSIDERATION OF ORDINANCE 755, AMENDING CHAPTER 46, HEALTH AND SANITATION, ADDING ARTICLE VI, SECTIONS 46-180 THROUGH 46-183, REGULATION OF TOBACCO PRODUCTS AND SMOKING.**
7. **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
  - c. 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
8. **RECONVENE MEETING**
9. **TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.**
10. **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.

## 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, October 14, 2015, by 5:00 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.

- a. Consider approval of the minute from the September 14, 2015, meeting.
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- h. Consider approval of **Ordinance 754**, Approving a Mutual Boundary Adjustment and Amending the Town Of Westlake Official Town Limit Boundary Map.

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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. Presentation and discussion of the 3rd and 4th Quarter Performance Measures for Fiscal Year ending September 30, 2015.



**TYPE OF ACTION**

Workshop - Report

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Presentation and discussion of the 3<sup>rd</sup> and 4<sup>th</sup> Quarter Performance Measures for Fiscal Year ending September 30, 2015

**STAFF CONTACT:** Amanda DeGan, Assistant Town Manager

**DECISION POINTS**

Timeframe: Start Date October 1, 2014      Completion Date September 30, 2015

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

**Strategic Alignment**

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

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

As we continue to refine and develop our Strategic Plan, staff will report on the performance measures that were reviewed with the Council in 2014. The measures are designed to capture our progress on each strategic objective within our Tier One strategy map and provide us with valuable data to help guide our budgeting and planning efforts. Having recently presented the budget and the corresponding financial information for the final quarter and the new fiscal year, we did not include the same information in this report.

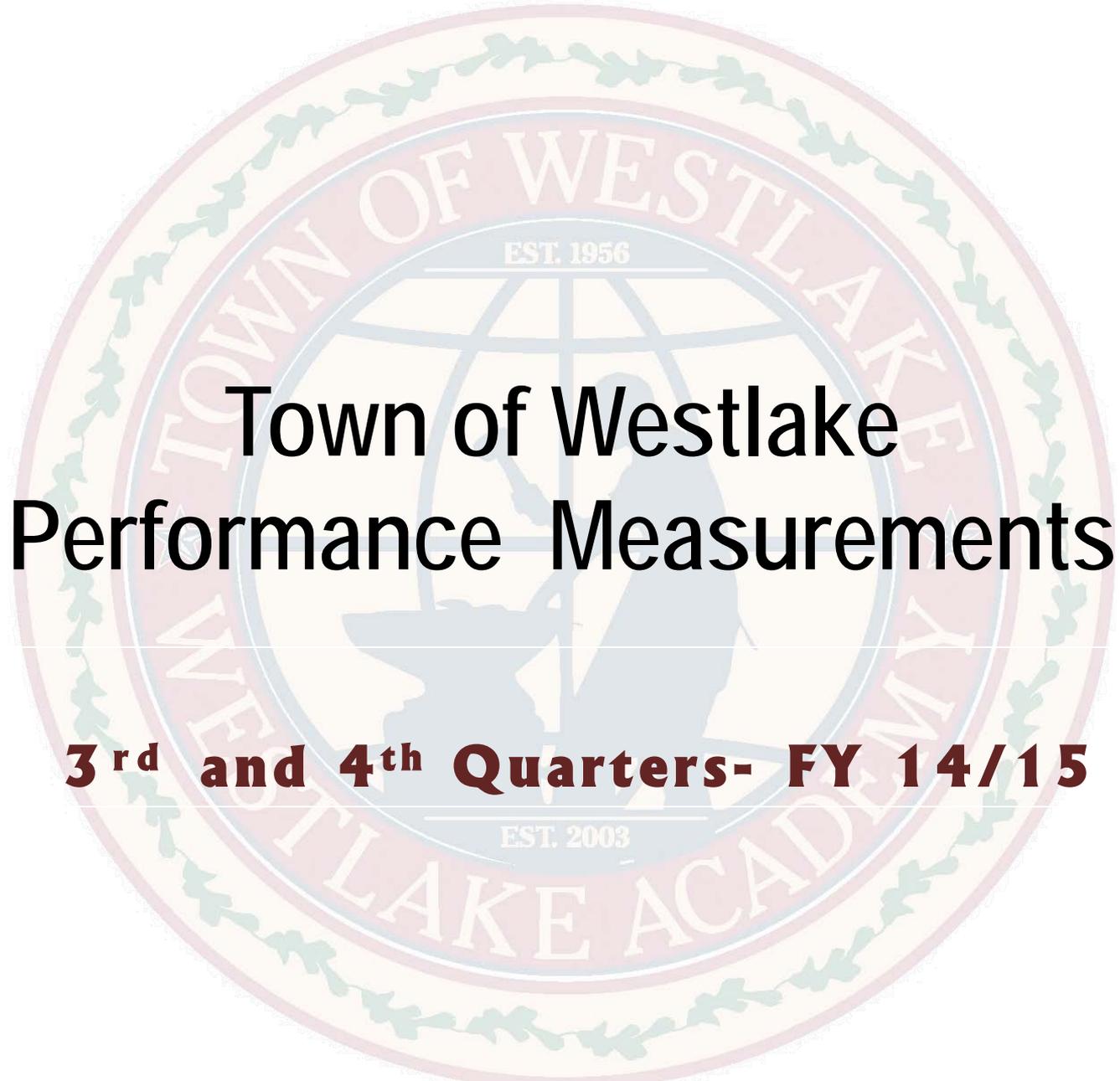
The current measures will be continually reviewed and modified to collect the best data possible for Council review. As mentioned during our budget retreat, staff has recently attended a week-long performance measurement workshop and will be working with our objective owners to gather historical information to help us identify any trending data and establish a baseline for performance. A combination of both operational, intermediate and outcome based measures are routinely gathered and will be presented to Council. We will also review the existing (approved) measures to determine if we need to expand our report in the coming fiscal year.

### **RECOMMENDATION**

Review of the performance measures.

### **ATTACHMENTS**

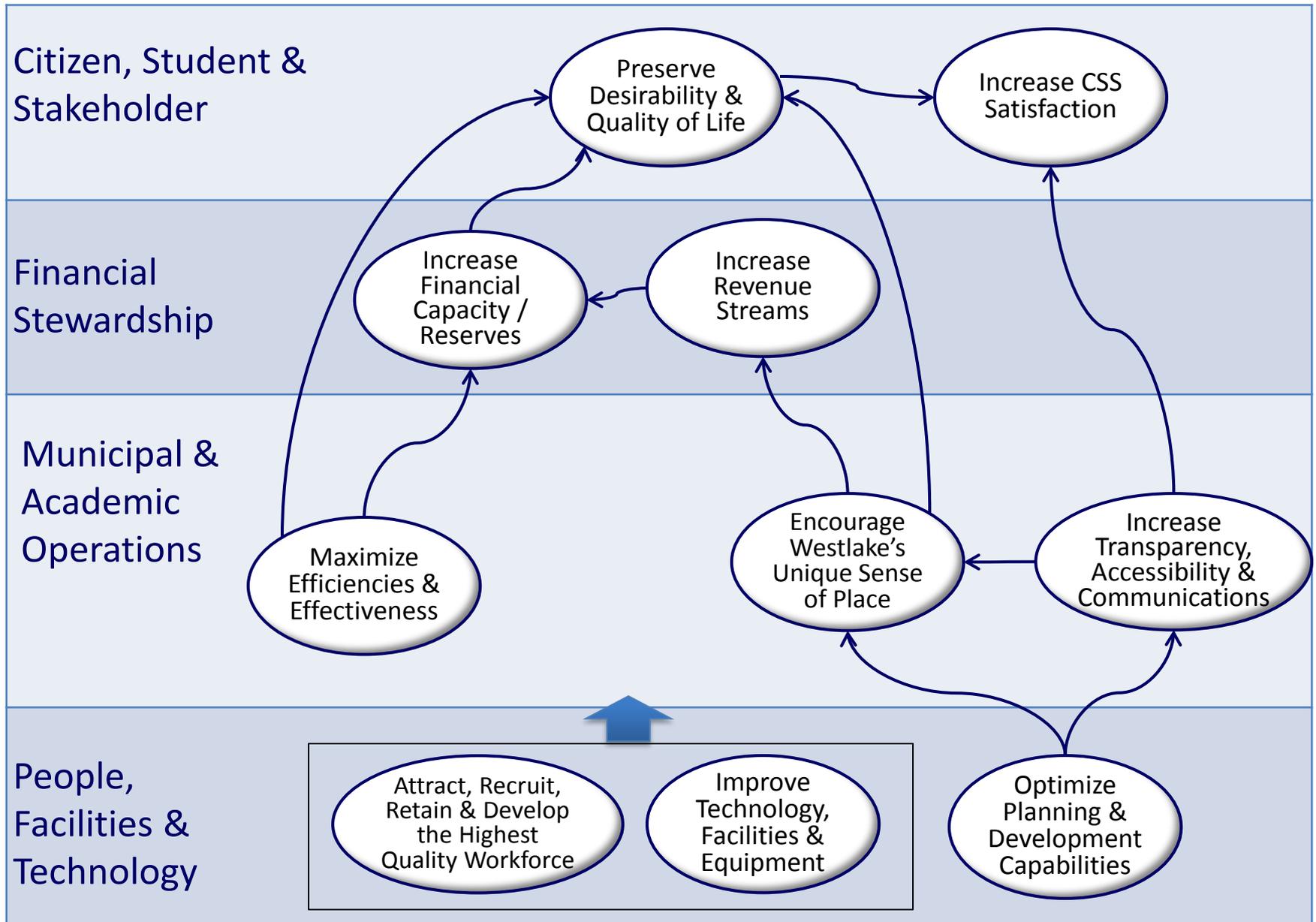
Measures Report

The logo for the Town of Westlake Academy is a circular emblem. It features a central figure of a person standing on a globe, holding a staff. The globe is marked with latitude and longitude lines. The text "TOWN OF WESTLAKE" is written in a semi-circle at the top, and "WESTLAKE ACADEMY" is written in a semi-circle at the bottom. The year "EST. 1956" is positioned above the globe, and "EST. 2003" is positioned below it. The entire emblem is surrounded by a decorative green laurel wreath.

# Town of Westlake Performance Measurements

**3<sup>rd</sup> and 4<sup>th</sup> Quarters- FY 14/15**

# Town of Westlake



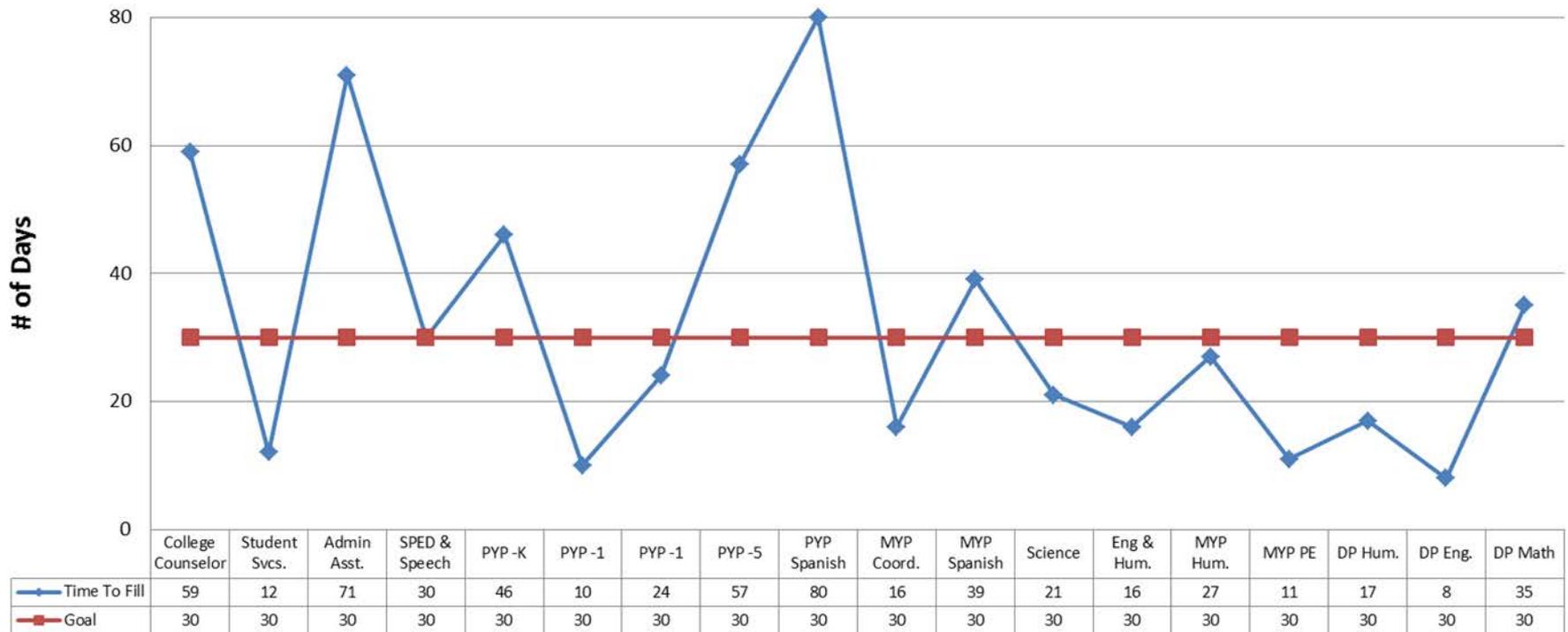
People,  
Facilities &  
Technology

Attract, Recruit,  
Retain & Develop  
the Highest  
Quality Workforce

Improve  
Technology,  
Facilities &  
Equipment

Optimize  
Planning &  
Development  
Capabilities

**Time to Fill  
Q3 2014 - 2015**



This chart (and the one following) depicts the number of days required to fill positions in the organization – our benchmark is a 30 day hiring cycle (red line) and the actual days is shown on the blue line. This information reflects the 3<sup>rd</sup> quarter (the busiest hiring season) for FY 14/15.



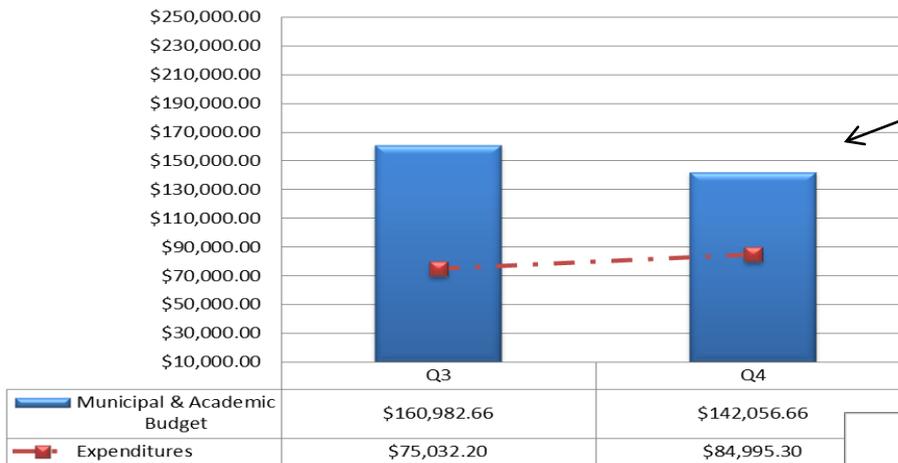
# People, Facilities & Technology

Attract, Recruit, Retain & Develop the Highest Quality Workforce

Improve Technology, Facilities & Equipment

Optimize Planning & Development Capabilities

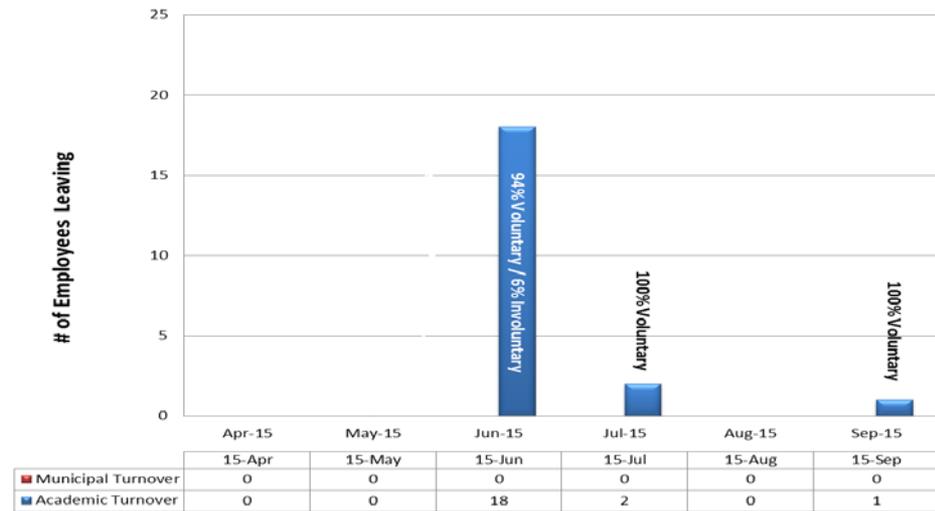
## Organizational & Professional Development Investment



This chart represents the reinvestment in our organizational and staff development efforts over the 3<sup>rd</sup> & 4<sup>th</sup> quarter.

Data that monitors our turnover ratio and noting whether the employee left due to a personal choice (relocation, etc.) or if they were terminated from their position. Helps determine the stability of our departments.

## Academic & Municipal Services Turnover - Q3 & Q4



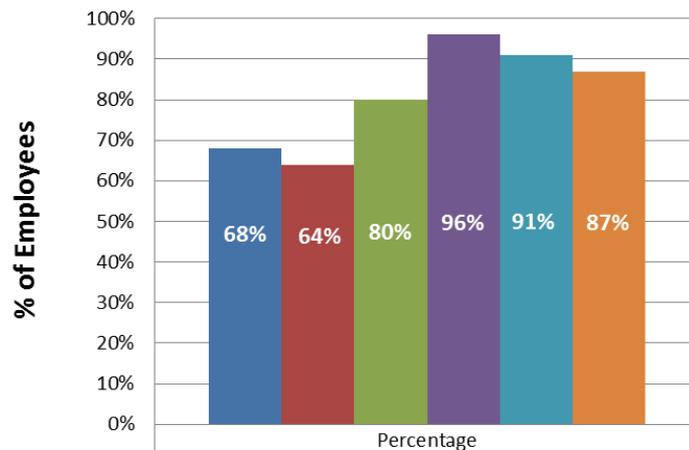
People,  
Facilities &  
Technology

Attract, Recruit,  
Retain & Develop  
the Highest  
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Improve  
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Equipment

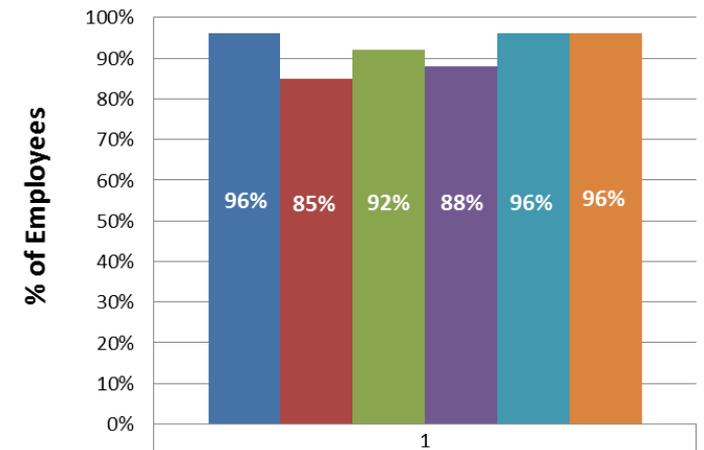
Optimize  
Planning &  
Development  
Capabilities

### 2014 Employee Survey Results



■ % of Employees Satisfied with Benefits Pkg	68%
■ % of Employees believe the Organization is Dedicated to Professional Development	64%
■ % of Employees Believe they receive the Training Needed to do their Job well	80%
■ % of Employees get a sense of personal satisfaction from their job	96%
■ % of Employees given flexibility and autonomy	91%
■ % of Employees feel teamwork is encouraged	87%

### 2015 Employee Survey Results



■ % of Employees Satisfied with Benefits Pkg	96%
■ % of Employees believe the Organization is Dedicated to Professional Development	85%
■ % of Employees Believe they receive the Training Needed to do their Job well	92%
■ % of Employees get a sense of personal satisfaction from their job	88%
■ % of Employees given flexibility and autonomy	96%
■ % of Employees feel teamwork is encouraged	96%

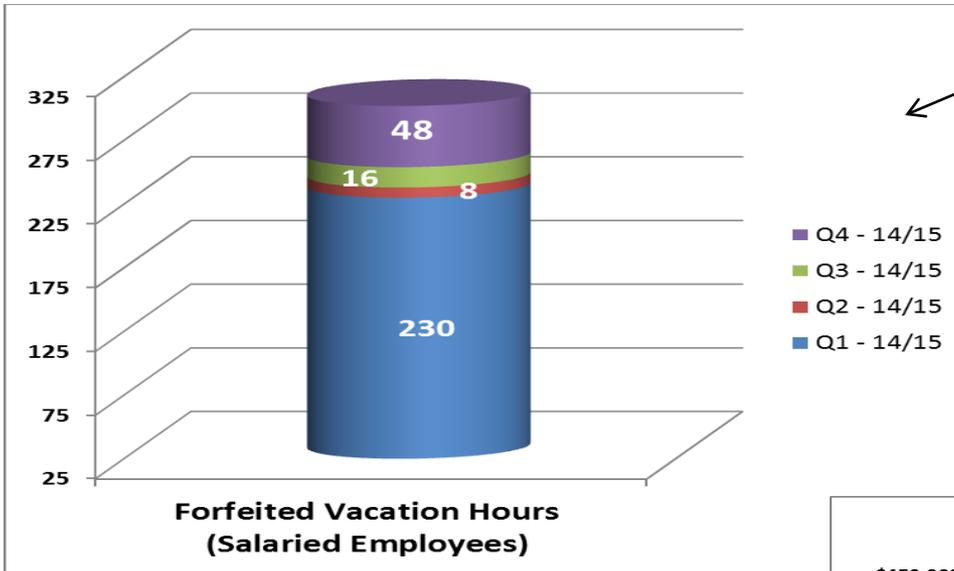
The charts show gains in many areas of our municipal employee survey.

# People, Facilities & Technology

Attract, Recruit, Retain & Develop the Highest Quality Workforce

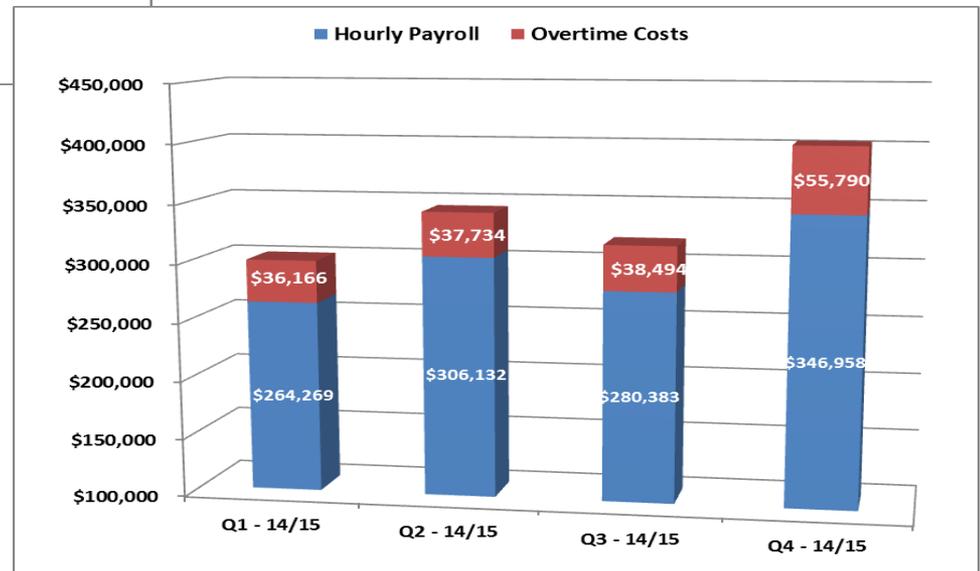
Improve Technology, Facilities & Equipment

Optimize Planning & Development Capabilities



The Forfeited Vacation data represents the number of hours our salaried employees forfeited by quarter. This provides a data point that may help us identify workload imbalance and areas of service where more 'depth' is needed in a department.

This chart indicates the budgeted quarterly payroll for hourly employees and the total amount we are paying out in overtime costs. This may also be a data point to determine imbalances in staffing levels and/or identify areas for improvement in our processes. An average, we are spending 14% in OT costs for hourly staff members each quarter.



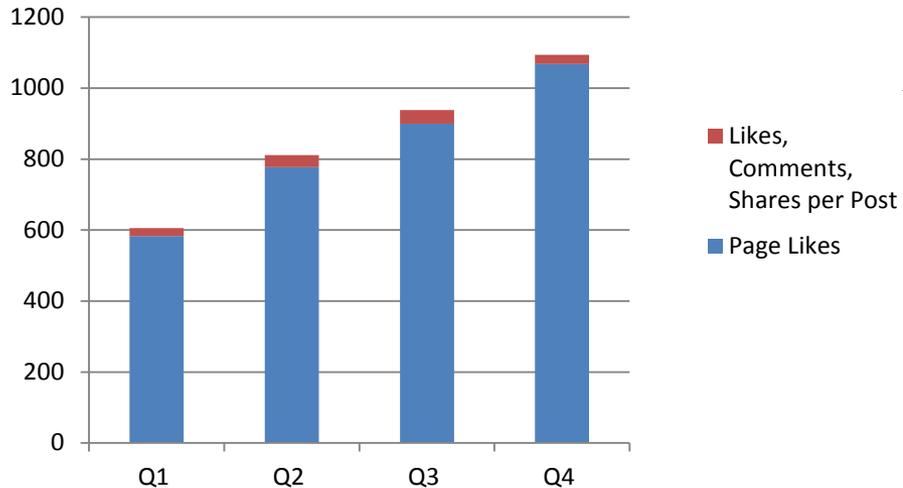
# Municipal & Academic Operations

Maximize Efficiencies & Effectiveness

Encourage Westlake's Unique Sense of Place

Increase Transparency, Accessibility & Communications

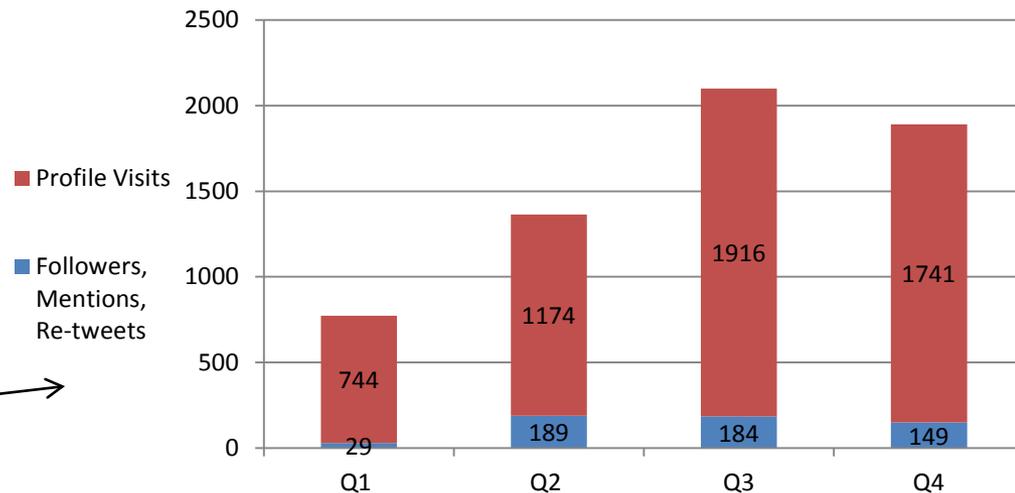
### Municipal Facebook Page



The data tracks the success we have had in reaching the public and promoting the objective of increasing communications with our stakeholders. Staff monitors the quality of the content on our page and ensures we are providing timely information to help inform our 'friends' on Facebook.

This graph indicates the fiscal year inaugural data for our Twitter page by quarter. We have had a 500% increase in the average number of Followers, Mentions, & Re-tweets of our posts since we began the site. (A Profile Visit is a visitor who clicks on our page and reviews our tweets)

### Municipal Twitter Page



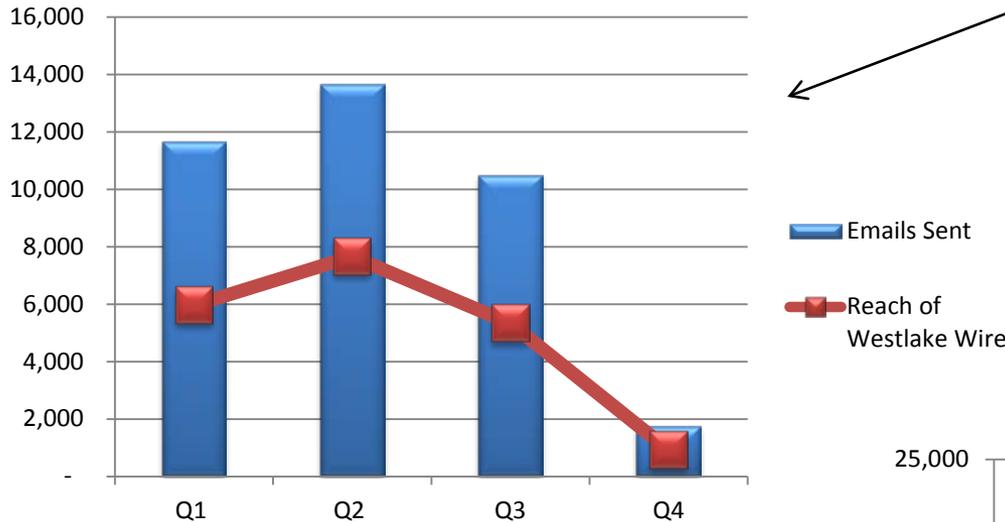
# Municipal & Academic Operations

Maximize Efficiencies & Effectiveness

Encourage Westlake's Unique Sense of Place

Increase Transparency, Accessibility & Communications

### Westlake Wire Communications

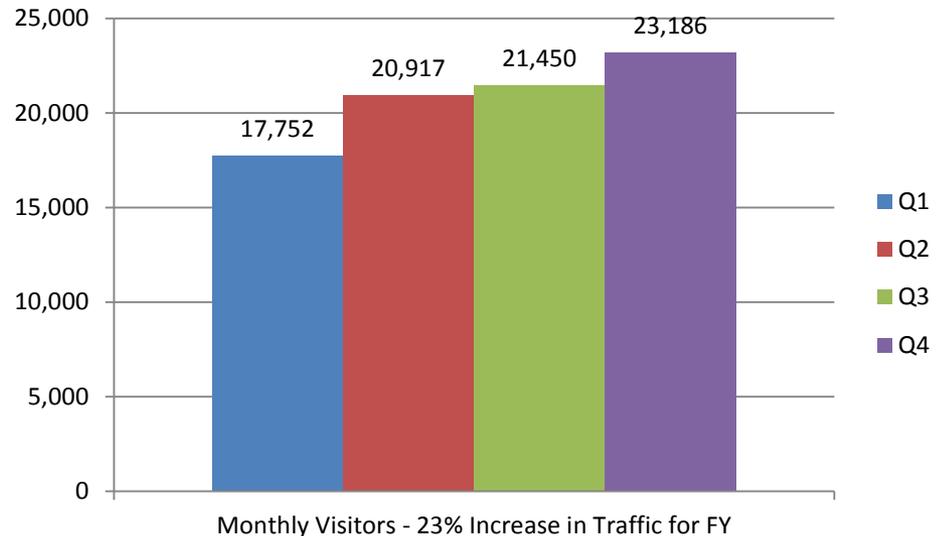


The data depicts the number of emails we send to stakeholders on a quarterly basis and also the number that are opened and presumably read by the recipient. We have maintained an average reading rate of 52% for the fiscal year.

The staff is also tracking the number of monthly visitors we have to our municipal web page. We had an 23% increase in the number of 'hits' to the page from the Q1 to Q4 of the fiscal year.



### Municipal Website



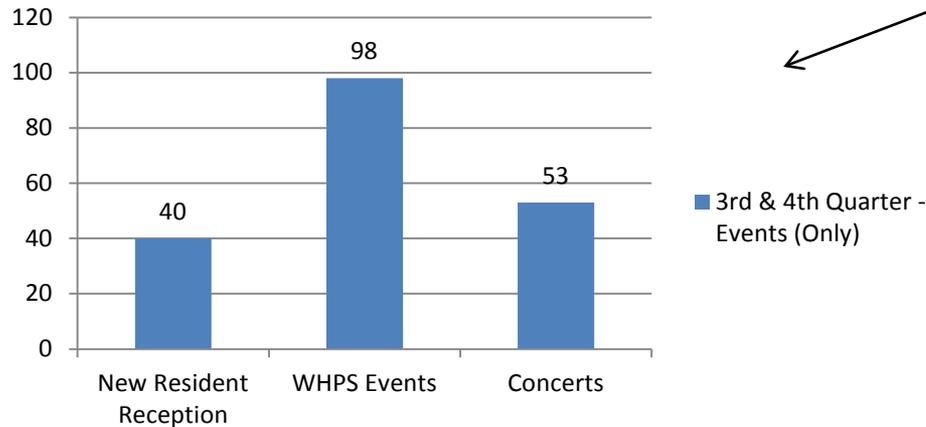
# Municipal & Academic Operations

Maximize Efficiencies & Effectiveness

Encourage Westlake's Unique Sense of Place

Increase Transparency, Accessibility & Communications

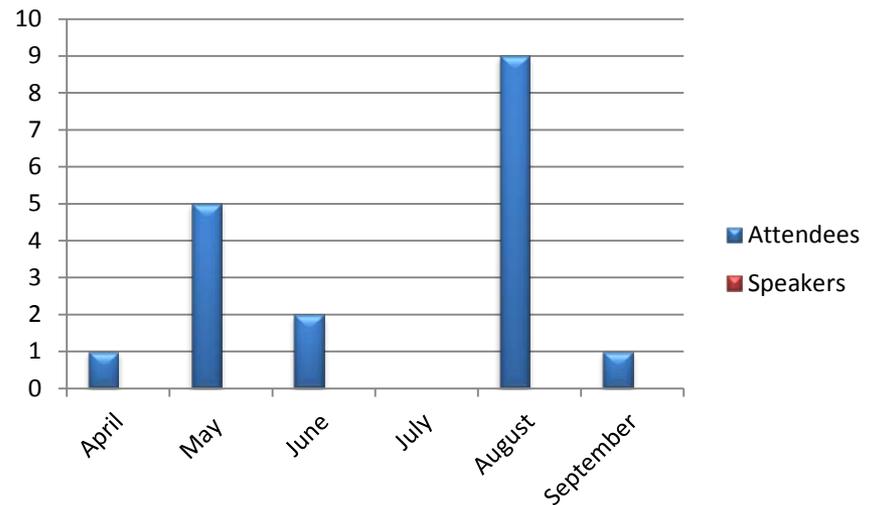
### 3<sup>rd</sup> & 4<sup>th</sup> Quarter Attendance at Events



The data indicates the estimated (or count) number of residents/visitors we had at each event held during the quarter listed on the chart. This information can help us identify those events that are important to the community.

The chart shows the number of attendees at the Town Council and P& Z meetings and the number of speakers at each event. We are also tracking the salient topic that might affect the number of attendees/speakers.

### 3<sup>rd</sup> & 4<sup>th</sup> Quarter Attendance at Meetings

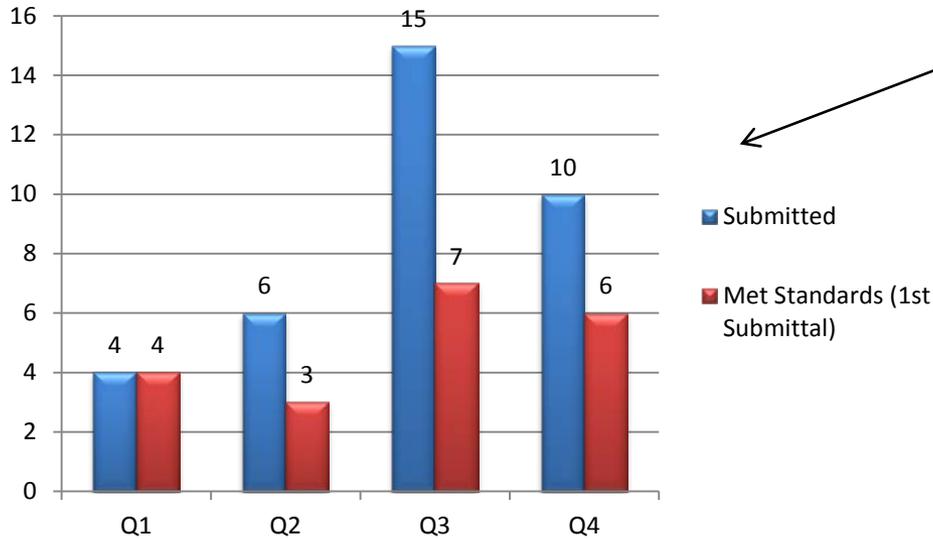


# Municipal & Academic Operations

Maximize Efficiencies & Effectiveness

Encourage Westlake's Unique Sense of Place

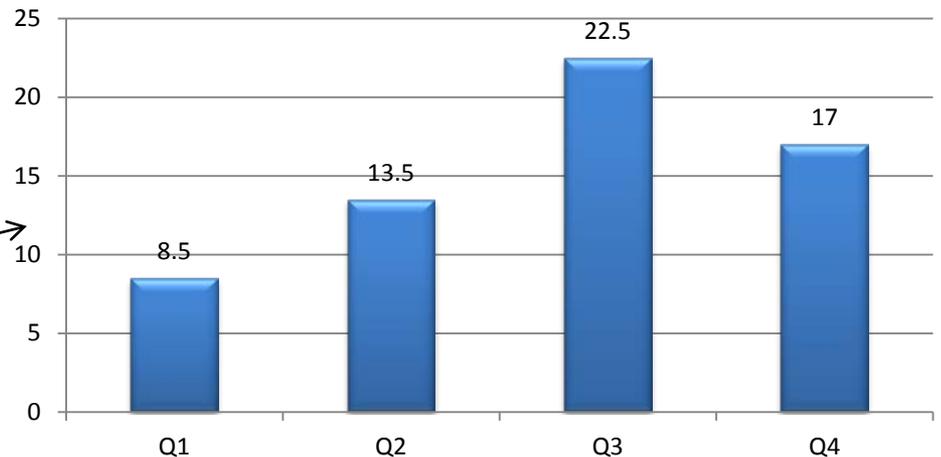
Increase Transparency, Accessibility & Communications



The chart reports the number of plans that are turned in for review and meets our standards on first submittal. As we have begun the development of Granada, the numbers have slipped due to the building requirements. Our annual average is 64% of meeting standards on first submittal.

The municipal staff members meet regularly to discuss our mission, organizational values, team development and service delivery methods in order to further our efforts in creating a high performance organization for the community.

## Planning Hours



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# Town of Westlake

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## Item # 5 – Discussion Items

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### DISCUSSION ITEMS

- a. Review and discussion of proposed Ordinance Regulating Smoking. (15 min)
- b. Review and discussion of a mutual boundary adjustment with the City of Southlake amending the Town Boundary Map. (15 min)
- c. ***Standing Item:*** Update and discussion regarding the Granada Development.
- d. ***Standing Item:*** Update and discussion regarding the Entrada Development.



**TYPE OF ACTION**

Workshop - Discussion Item

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

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

**STAFF CONTACT:** Jarrod Greenwood, Public Works Director/Asst. 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>
Informed & Engaged Citizens / Sense of Community	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Encourage Westlake's Unique Sense of Place
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

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

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

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

Town staff previously presented information regarding a public smoking ordinance to Council at the Town Council Workshops on June 15, 2015 and on August 25, 2015.

Staff has developed a communication plan that will include information regarding the new smoking ordinance on our website (with a timely spotlight on the homepage), post on Town social media sites, feature in upcoming Westlake Wire and WA Communicate emails, and also include in an upcoming *Simply Westlake* issue. We will also be working with our corporate stakeholders to develop a communication plan specific to their campus.

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 and is proposed to go into effect January 1, 2016.



**TYPE OF ACTION**

Workshop - Discussion Item

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Discussion of a mutual boundary adjustment with the City of Southlake amending the Town Boundary Map.

**STAFF CONTACT:** Jarrod Greenwood, Public Works Director/Asst. 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	Fiscal Stewardship	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>			
Outside the Scope of Identified Strategic Initiatives			

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

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

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

Over the past several months, staff has been working with Centurion American regarding plans to develop a portion of property within Westlake, immediately north of the Southlake Meadows subdivision that is currently under construction, referred to as Westlake Meadows. Based on discussions between Westlake and Southlake staff regarding Westlake Meadows' unorthodox layout, a boundary adjustment to bring in the approximate 8.8 acres into the City of Southlake would result in a better planned development and more efficient service delivery.

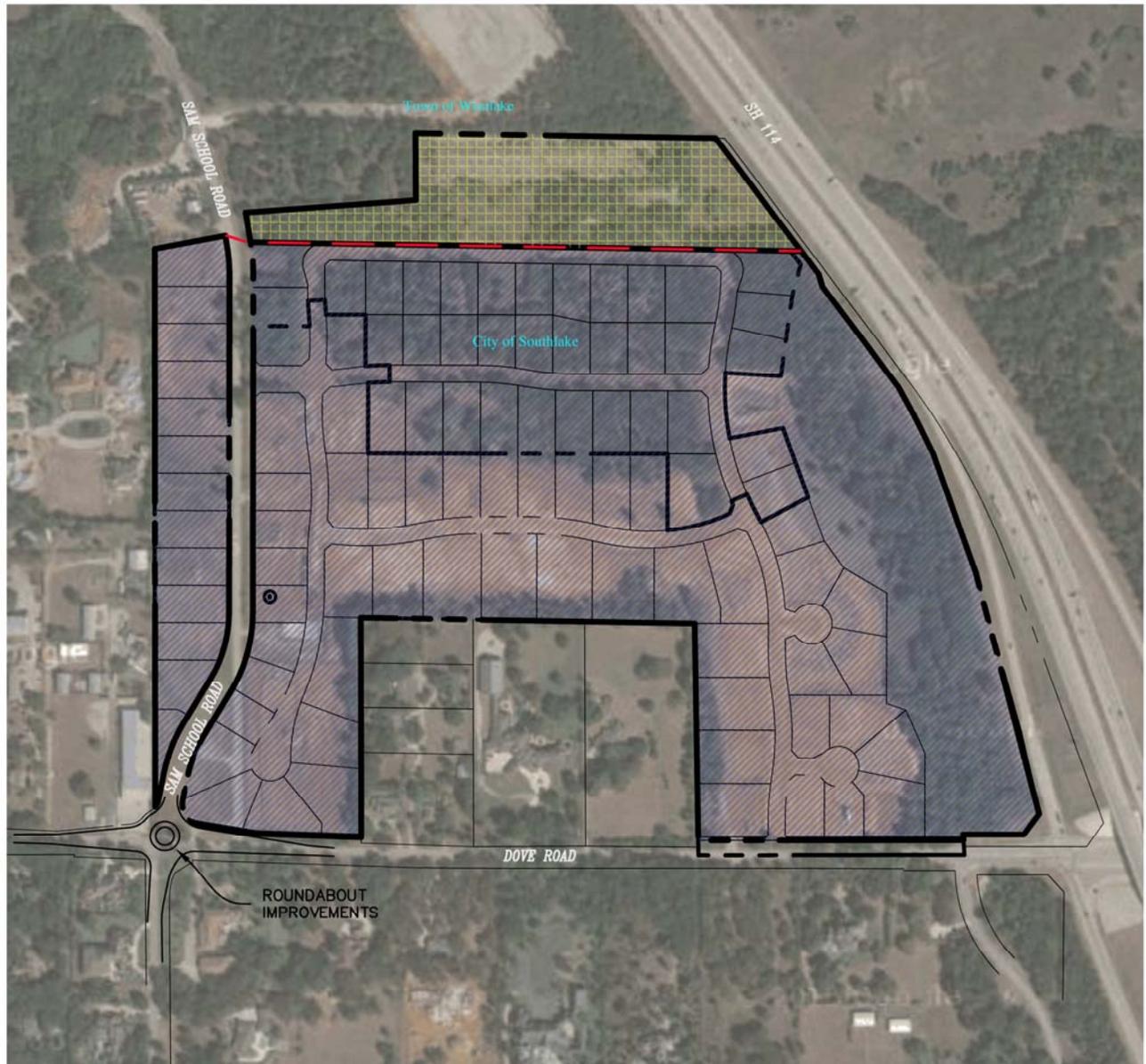
There are several challenges that merit a boundary adjustment:

- The physical layout does not provide direct access for Town of Westlake emergency response and may add to confusion for future residents that may believe they are in Southlake during emergency or non-emergency situations.

- The developer will have to install redundant infrastructure in order for the 9 lots to be served by Town of Westlake utilities and would add unmetered sanitary sewer flows and complicate utility service provisions between both municipalities as well as potentially creating confusion for future residents.
- The impact of additional 9 lots to Westlake Academy

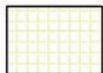
### ATTACHMENTS

Proposed Ordinance with attachment “Exhibit A” – tract map and legal description  
([link to Item 4h on the regular session agenda](#))



## AERIAL EXHIBIT WESTLAKE/SOUTHLAKE MEADOWS TARRANT COUNTY, TEXAS

Legend

-  Westlake Meadows
-  Southlake Meadows



SITE PLANNING CIVIL ENGINEERING PLATTING  
**CONSULTANTS, LLC**  
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715  
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028  
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: JCM DATE: 10/9/2015 SCALE: 1" = 500' JOB. NO. **14105**

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# Town of Westlake

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Item # 5c – No  
Supporting  
documentation

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

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# Town of Westlake

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Item # 5d – No  
Supporting  
documentation

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

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# Town of Westlake

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## Item # 6 – Executive Session

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### **EXECUTIVE SESSION**

- a. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- c. 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 551.087. 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
- c. 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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**ITEMS OF COMMUNITY INTEREST:** Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

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## Item # 2 Items of Community Interest

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- ✓ Westlake Classic Car Show; Hosted by the WHPS  
Saturday, October 17, 2015; 11:00 a.m. – 4:00 p.m. (Awards at 3:00 p.m.)  
Larry North Fitness in Solana; East Parking Lot
- ✓ Westlake Baja; Hosted by Westlake Academy Foundation  
Monday, October 19, 2015; 5:00 – 11:00 p.m.  
Vaquero Club
- ✓ Town Council Workshop & Meeting  
Tuesday, October 20, 2015  
**(Date changed due to Baja)**
- ✓ WA Homecoming “Under the Lights”  
Friday, October 23, 2015; Varsity plays at 6:00 p.m.; JV plays at 4:30 p.m.  
WA Athletic Fields
- ✓ Annual Monster Mash; Hosted by WA House of Commons  
Saturday, October 24; 3:00 – 9:00 pm  
WA Campus
- ✓ WA Football “Senior Day” Game  
Saturday, October 31, 2015; 1:00 p.m. (Varsity)  
WA Athletic Fields
- ✓ Coffee & Conversation with Mayor  
Monday, November 2, 2015; 8:00 – 9:30 a.m.  
**Please note:** Location change due to Marriot renovations  
\*Check Town’s website for location this month!
- ✓ Board of Trustees Workshop & Meeting  
Monday, November 2, 2015

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# Town of Westlake

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## Item # 2 – Citizen Comments

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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.

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# Town of Westlake

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## Item # 4 – 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 minute from the September 14, 2015, meeting.
- b. Consider approval of the minutes from the September 21, meeting.
- c. Consider approval of **Resolution 15-25**, Authorizing the Town Manager to enter into an Interlocal Agreement with the City of Roanoke and Trophy Club Municipal Utility District No. 1 for Automatic Mutual Aid for Fire Emergencies.
- d. Consider approval of **Resolution 15-28**, Approving amendments to the Town of Westlake Personnel Manual.
- e. Consider approval of **Resolution 15-29**, Approving an Interlocal Agreement (ILA) for Automatic Aid between City of Keller and Town of Westlake.
- f. Consider approval of **Resolution 15-30**, renewing Blue Cross/Blue Shield as the Town's health insurance carrier.
- g. Consider approval of **Resolution 15-31**, Amending the Economic Development Agreement with the Marriott Solana.
- h. Consider approval of **Ordinance 754**, Approving a Mutual Boundary Adjustment and Amending the Town Of Westlake Official Town Limit Boundary Map.



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

**September 14, 2015**

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

**ABSENT:** Carol Langdon and Alesa Belvedere

**OTHERS PRESENT:** Town Manager Thomas Brymer, Assistant Town Manager Amanda DeGan, Town Secretary Kelly Edwards, Director of Facilities and Parks & Recreation Troy Meyer, Director of Human Resources & Administrative Services Todd Wood, Director of Information Technology Jason Power, Communications & Community Affairs Director Ginger Awtry, Communications Specialist Susan McFarland.

**Regular Session**

**1. CALL TO ORDER**

Mayor Wheat called the meeting to order at 5:20 p.m.

**2. CONSIDERATION AND DISCUSSION OF RESOLUTION 15-23, APPOINTING NEW MEMBERS TO THE TEXAS STUDENT HOUSING AUTHORITY.**

**MOTION:** Council Member Rennhack made a motion to approve **Resolution 15-23**. Council Member Barrett seconded the motion. The motion carried by a vote of 3-0.

### 3. 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 Barrett seconded the motion. The motion carried by a vote of 3-0.

Mayor Wheat adjourned the meeting at 5:21 p.m.

**APPROVED BY THE TOWN COUNCIL ON OCTOBER 20, 2015.**

ATTEST:

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

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



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

**September 21, 2015**

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

**ABSENT:** Rick Rennhack

**OTHERS PRESENT:** Town Manager Thomas Brymer, Town Secretary Kelly Edwards, Town Attorney L. Stanton Lowry, Fire Chief Richard Whitten, Fire Marshal John Ard, Director of Public Works Jarrod Greenwood, Planning and Development Director Eddie Edwards, Communications & Community Affairs Director Ginger Awtry, Director of Information Technology Jason Power, Director of Human Resources & Administrative Services Todd Wood, Susan McFarland, Communications Specialist and Management Intern Joel Enders.

**Work Session**

**1. CALL TO ORDER**

Mayor Wheat called the work session to order at 5:34 p.m.

**2. REVIEW OF CONSENT AGENDA ITEMS FOR THE SEPTEMBER 21, 2015, TOWN COUNCIL REGULAR MEETING AGENDA.**

Fire Chief Whitten asked the Council to remove **item 3c** regarding **Resolution 15-25**, Approving an Interlocal Agreement regarding Automatic Aid with the City of Roanoke; TC MUD.

### 3. DISCUSSION ITEMS

- a. Presentation and discussion of 2015 DirectionFinders Citizen Survey Results.

Mr. Chris Tathum, ETC Institute, provided a presentation and overview of the survey results.

Town Manager Brymer gave a special thanks to the staff for achieving the positive ratings.

Discussion ensued regarding the effects of Balanced Scorecard, other high scoring communities, allocating funding for capital, correlation and percentage of respondents, and additional choices for education.

- b. Presentation and discussion regarding an Economic Development Agreement between the Town of Westlake and the Marriott Solana Hotel.

Mr. Todd Winch, Marriott Solana General Manager, provided a presentation and overview of the economic partnership regarding the shuttle service and group booking incentives. Mr. Winch also requested an additional funding of \$10,000.00 per year.

Discussion ensued regarding any remaining funds, new hotel opportunities in the area, shuttle utilizations, hotel renovation, and partnering with the Larry North fitness center.

- c. Discussion regarding ordinance to update the Solana Public Improvement District Service and Assessment Plan and Assessment Roll.

Director Greenwood and Mr. Abdi Yassin, MuniCap, Inc., provided an overview of the item on the consent agenda for approval.

Discussion ensued regarding the five aspects required to be updated on an annual basis, amounts regarding the collection, reserves, construction and maintenance, monitoring the transactions, filing of disclosures, and the pace of the development and types of the disbursements.

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

Town Manager Brymer provided an overview of the new home construction, architectural review process and an update regarding the streetscaping.

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

Town Manger Brymer provided an update regarding the project and amending the zoning ordinance to add design guidelines.

#### **4. EXECUTIVE SESSION**

The Council convened into executive session at 6:58 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

#### **5. RECONVENE MEETING**

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

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

No necessary action taken as a result of executive session.

#### **7. COUNCIL RECAP / STAFF DIRECTION**

No additional direction provided to staff.

#### **8. ADJOURNMENT**

Mayor Wheat adjourned the work session at 8:21 p.m.

## **Regular Session**

### **1. CALL TO ORDER**

Mayor called the regular session to order at 8:21 p.m.

### **2. CITIZEN PRESENTATIONS AND RECOGNITIONS**

No one addressed the Council.

### **3. CONSENT AGENDA**

- a. Consider approval of the minutes from the August 24, 2015, meeting.
- b. Consider approval of **Resolution 15-24**, Appointing one member to the Westlake Academy Foundation Board.
- c. Consider approval of **Resolution 15-25**, Approving an Interlocal Agreement regarding Automatic Aid w/ City of Roanoke; TC MUD.
- d. Consider approval of **Resolution 15-26**, Approving an Economic Development Agreement between the Town of Westlake and the Marriott Solana Hotel.
- e. Consider approval of **Resolution 15-27**, Amending the Board Meeting Procedures Policy.

**MOTION:** Council Member Stoltenberg made a motion to approve items a, b, d and e of the consent agenda. Council Member Barrett seconded the motion. The motion carried by a vote of 4-0.

### **4. CONSIDERATION AND DISCUSSION OF ORDINANCE 752, UPDATING THE SOLANA PUBLIC IMPROVEMENT DISTRICT OF THE TOWN OF WESTLAKE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL.**

**MOTION:** Council Member Belvedere made a motion to approve **Ordinance 752**. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

5. **CONDUCT A PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 753, REVISING THE BUDGET FOR THE 2014-2015 FISCAL YEAR; ADOPTING THE BUDGET FOR THE TOWN OF WESTLAKE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 INCLUDING INVESTMENT POLICY, FISCAL AND BUDGETARY POLICIES, RESTRICTED, COMMITTED AND ASSIGNED FUND BALANCES; PROVIDING AUTHORIZATION TO THE TOWN MANGER TO APPROVE APPROPRIATED FUNDS UP TO \$25,000.**

Director Piper provided a presentation and overview of the proposed budget.

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 753** and amend the 2015-2016 Marriott Marketing line-item (Economic Development Incentive) in the Visitors Association Fund to include the \$5,500 unexpended budgeted funds from FY 14-15. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

6. **CONSIDERATION AND DISCUSSION OF ORDINANCE 754, LEVYING MUNICIPAL AD VALOREM (PROPERTY) TAXES FOR THE 2015 YEAR IN ACCORDANCE WITH THE FISCAL YEAR 2015-16 PROPOSED BUDGET.**

**MOTION:** Council Member Barrett made a motion to approve **Ordinance 754**. Council Member Langdon seconded the motion. The motion carried by a vote of 4-0.

7. **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

**8. RECONVENE MEETING**

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

**10. FUTURE AGENDA ITEMS**

No future agenda items.

**11. COUNCIL CALENDAR**

Town Manager Brymer provided an overview of upcoming events.

**12. 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 Barrett seconded the motion. The motion carried by a vote of 4-0.

Mayor Wheat adjourned the meeting at 8:36 p.m.

**APPROVED BY THE TOWN COUNCIL ON OCTOBER 20, 2015.**

ATTEST:

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

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consider approval of a Resolution Authorizing Town Manager to enter into Interlocal Agreement for Automatic Mutual Aid with City of Roanoke and Trophy Club Municipal Utility District #1.

**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>
Preservation of our Natural Beauty	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:** October 20, 2015    **Completion Date:** October 20, 2015

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

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

The implementation of this document formalizes automatic mutual aid procedures that have been implied for the past several years. The automatic mutual aid procedures have been in practice since the implementation of computer aided dispatching (CAD).

**RECOMMENDATION**

Staff recommends the authorization of this Interlocal Agreement between the City of Roanoke, Texas and Trophy Club Municipal Utility District #1.

**ATTACHMENTS**

Resolution

Exhibit A: ILA Automatic Mutual Aid Roanoke and TCMUD

**TOWN OF WESTLAKE**

**RESOLUTION NO. 15-25**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF ROANOKE, TEXAS AND TROPHY CLUB MUNICIPAL UTILITY DISTRICT #1 FOR AUTOMATIC MUTUAL AID FOR FIRE EMERGENCIES.**

**WHEREAS**, the cities of Roanoke, Trophy Club Municipal Utility District #1, and Westlake (referred to as “the cities”) desire to enter into an agreement for the automatic provision of fire protective services; and,

**WHEREAS**, this Agreement is entered into pursuant to Subchapter A, Chapter 791, Texas Government Code; and,

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, 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 authorize the Town Manager to enter into the interlocal agreement, attached as *Exhibit “A”*.

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

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

**PASSED AND APPROVED ON THIS 20<sup>th</sup> DAY OF OCTOBER 2015.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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



(2) The responding department shall respond to the specified location and initiate action to mitigate the emergency or provide backup coverage if requested.

(3) A responding department shall be released by the requesting entity when the services of the responding city are no longer required.

### III. COMMON SERVICE BOUNDARY LINES

In areas where common boundary lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the entity receiving the alarm will dispatch its firefighting equipment and personnel and notify the other affected entity of the alarm. If the emergency is not within the service boundaries of the responding entity, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

### IV. CLAIMS

Each entity waives all claims against the other Parties for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply in those cases in which a claim results from the failure of the requesting entity to accept responsibility required by Section 791.006, Texas Government Code.

### V. COSTS

A responding entity shall not be reimbursed by the requesting entity for costs incurred in responding to an emergency pursuant to this Agreement. Personnel who perform duties pursuant to this Agreement shall receive the same wage, salary, pension, injury or death benefits, worker's compensation benefits, payment of expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the entity for which they are employed. Each entity shall be solely responsible for the payment of its costs associated with providing firefighting equipment and personnel under this Agreement.

### VI. SUPERVISION

The equipment and personnel of a responding entity shall be under the control and supervision of employees of the responding entity during a response pursuant to this Agreement.

VII.  
LIABILITY

In accordance with Section 791.006 of the Texas Government Code, the requesting entity is responsible for any civil liability that arises from the furnishing of firefighting services pursuant to this Agreement effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from non-intentional tort liability to the fullest extent permitted by statutory and constitutional law. This section shall be liberally construed to carry out the intent of the governing bodies of the entities involved.

VIII.  
TERMINATION

Each entity has the right to terminate its participation in this Agreement with ninety (90) days written notice to the other Parties.

Additional entities may become parties to this Agreement, and an existing party may be removed as a party upon the vote of a majority of the governing bodies of the other entities.

IX.  
PRIOR COMMITMENTS

This Agreement contains all commitments and agreements of the Parties regarding automatic fire protection aid, and no other prior oral or written commitments shall have any force or effect. Notwithstanding the preceding sentence, it is understood that certain signatory entities may have contracted or may contract in the future with each other for total fire protection services, and it is agreed that this Agreement shall not affect those contracts.

X.  
VENUE

Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Denton County, Texas.

XI.  
BENEFITS

When an employee or volunteer of the responding entity is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties within the provisions of Article 6228f, V.T.C.S., and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

XII.  
SEVERABILITY

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

XIII.  
AUTHORIZATION

This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

**AGREED to and ADOPTED by Trophy Club Municipal Utility District No. 1 Board of Directors on this \_\_\_\_ day of August 2015.**

---

Jennifer McKnight, General Manager  
Trophy Club Municipal Utility District No. 1

(SEAL)

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Laurie Slaght, District Secretary  
Trophy Club Municipal Utility District No. 1

**AGREED to and ADOPTED by the Town of Westlake on this \_\_\_\_ day of \_\_\_\_\_ 2015.**

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

\_\_\_\_\_  
L. Stanton Lowrey  
Town Attorney

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

(Seal)

**AGREED to and ADOPTED by the City of Roanoke on this \_\_\_\_ day of \_\_\_\_\_  
2015.**

---

Scott Campbell  
City Manager

(seal)

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April Hill, City Secretary



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consider approval of a Resolution approving amendments to the Town of Westlake Personnel Manual.

**STAFF CONTACT:** Todd Wood, Director of HR & Administrative Services

**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	Municipal & Academic Operations	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Attract, Recruit, Retain & Develop the Highest Quality Workforce
<b><u>Strategic Initiative</u></b>			
Codify and Maintain Organizational Policies and Procedures			

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

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

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

The Town of Westlake Personnel Manual is a document requiring continual updates based on legislative changes, best practices, and organizational needs. The recommended updates include the amending two policies, and the addition of one new policy.

**Recommended Policy Amendments**

The first amendment pertains to our Inclement Weather Policy. In FY 14/15, the Town experienced usual weather events, requiring more early closures and delayed openings than in previous years. Multiple occurrences of these weather events within a single workweek created questions among staff, primarily for hourly employees. It was determined that the current Inclement Weather Policy needed to be more specific in order to address similar occurrences in

the future. The proposed policy addresses early closure and late openings, in addition to days when Town Hall is closed for a full day.

The second amendment pertains to our Sick Leave Policy. The current policy includes the criteria required for payout of sick time upon termination of employment. The only recommended change to this policy is to add the definition of “retirement,” which is contained in Termination of Employment section of the manual. Including the definition to the Sick Leave policy adds clarity; as the definition will not need to be referenced elsewhere in the manual.

### **Recommended Policy Addition**

Breaks for Expression of Breast Milk: This new policy addresses the provisions of HB 786 and the Fair Labor Standards Act, which mandates government employers to reasonably accommodate the needs of employees who express breast milk. This policy was added to the Westlake Academy Personnel Manual in August 2015.

### **RECOMMENDATION**

Staff recommends approval of this Resolution.

### **ATTACHMENTS**

Exhibit “A” – Proposed Policy Additions & Amendments  
Resolution 15-XX

**TOWN OF WESTLAKE**

**RESOLUTION 15-28**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING AMENDMENTS TO THE TO THE TOWN OF WESTLAKE PERSONNEL MANUAL.**

**WHEREAS**, the Town of Westlake realizes that updates and refinements to our standardized personnel policies and procedures are an ongoing and necessary practice; and

**WHEREAS**, the goal of the Town of Westlake is to provide policies and benefits that are competitive to surrounding cities; and

**WHEREAS**, the Town of Westlake desires is to provide employees with a personnel manual that reflects the goals and vision of the Town's leaders; 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 Westlake Town Council hereby approves the personnel policy amendments attached to this resolution as *Exhibit "A"*, and its inclusion into the Town of Westlake Personnel Manual.

**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 20<sup>TH</sup> DAY OCTOBER, 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”

(Additions are shown in blue, deletions are shown in red)

## BREAKS FOR EXPRESSION OF BREAST MILK

The Town of Westlake will make reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

## BREAKS FOR EXPRESSION OF BREAST MILK (AMENDED POLICY)

Payment shall be made for accruals of unused earned sick leave upon retirement or death of the employee. Under this policy, retirement is defined as termination initiated by the employee who has fulfilled the age and years of service requirements under TMRS. Payment is contingent provided the employee has completed twelve (12) months of employment with the Town and has not been discharged as a result of criminal or civil misconduct involving Town property, personnel, or official position. Payment of unused sick leave in other circumstances is to be made only if approved in advance by the Town Manager.

## INCLEMENT WEATHER (AMENDED POLICY)

During periods of bad weather, civil disorder, or natural disaster, the Town Manager may allow employees Inclement Weather Leave. Employees unable to arrive at work shall receive one day of pay at the employee’s regular hourly rate with no loss of benefits.

If the Town Manager authorizes late arrival or early dismissal, employees shall receive their regular rate of pay for a full day during the hours of authorized closure. Inclement weather hours will not count as time worked under FLSA.

Time sheets for bad weather days authorized by the Town Manager shall be recorded as follows:

Employees who do not come to work due to the bad weather should record 8W on the time sheet.

Employees who came to work despite the bad weather should document the day worked with his or her supervisor. The employee will then be eligible for an additional day of Personal Leave to be taken on a date of the employee’s choice. The employee will be paid for all hours worked in addition to receiving inclement weather pay, not to exceed eight (8) hours per day when combined. If an employee exceeds eight (8) combined hours, the excess number of hours will be added to the employee’s Personal Leave bank. Supervisor approval is required for non-exempt employees who work during hours when closure has been authorized.

**Example #1: Delayed opening at 10am, employee works from 10am – 4pm**

Employees will record 2 Inclement Weather hours for the delayed opening, and 6 regular hours on their time sheet.

**Example #2: Delayed opening at 11am, employee works from 9am – 5pm**

In this example, Town Hall opened three hours late, and the employee worked two additional hours. The employee will record 3 Inclement Weather hours and 8 regular hours on their time sheet. Since this equals 11 hours, the employee will receive pay for eight hours worked, and three hours will be added to their Personal Leave Bank.

**Example #3: Early closure at 2 pm, employee works from 9am – 3pm**

In this example, Town Hall closed three hours early, and the employee worked one additional hour. The employee will record 3 Inclement Weather hours and 6 regular hours on their time sheet. Since this equals 9 (nine) hours, the employee will receive pay for eight hours (6 hours worked and two Inclement Weather hours). One hour will be added to their Personal Leave Bank.

**Example #4: Town Hall is closed, employee works from 9am – 5pm**

In this example, Town Hall is closed for the entire day, and the employee worked eight hours. The employee will record 8 Inclement Weather hours and 8 regular hours on their timesheet. The employee will receive pay for eight hours worked, and eight hours will be added to their Personal Leave Bank.

If an employee attended a scheduled training class, it should be verified that the facility was not closed on the bad weather day and the employee did attend. The time should be recorded as actual time worked.

In the interest of safety, Department Heads may authorize later arrival or earlier dismissal times for employees affected by certain factors (travel distance, specific road conditions, etc.)

These guidelines do not apply to Firefighters who work 24 hour shifts.



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consider approval of a Resolution Authorizing Town Manager to enter into Interlocal Agreement for Automatic Mutual Aid with City of Keller.

**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>
Preservation of our Natural Beauty	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:** October 20, 2015    **Completion Date:** October 20, 2015

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

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

The implementation of this document formalizes automatic mutual aid procedures that have been implied for the past several years. The automatic mutual aid procedures have been in practice since the implementation of computer aided dispatching (CAD).

**RECOMMENDATION**

Staff recommends the authorization of this Interlocal Agreement between the City of Keller.

**ATTACHMENTS**

Resolution

Exhibit A: ILA Automatic Mutual Aid City of Keller

**TOWN OF WESTLAKE**

**RESOLUTION NO. 15-29**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF KELLER FOR AUTOMATIC MUTUAL AID FOR FIRE EMERGENCIES.**

**WHEREAS**, the city/town of Keller and Westlake (referred to as “the cities”) desire to enter into an agreement for the automatic provision of fire protective services; and,

**WHEREAS**, this Agreement is entered into pursuant to Subchapter A, Chapter 791, Texas Government Code; and,

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, 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 authorize the Town Manager to enter into the interlocal agreement, attached as *Exhibit “A”*.

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

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

**PASSED AND APPROVED ON THIS 20<sup>th</sup> DAY OF OCTOBER 2015.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

## INTERLOCAL AGREEMENT FOR AUTOMATIC AID FIRE PROTECTION

THE STATE OF TEXAS

COUNTY OF TARRANT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the cities of Keller and Westlake, Texas, being municipal corporations chartered under the Constitution and laws of the State of Texas, each acting through its authorized representatives.

WHEREAS, the cities of Keller and Westlake (referred to as “the cities”) desire to enter into an agreement for the automatic provision of fire protective services; and

WHEREAS, this Agreement is entered into pursuant to Subchapter A, Chapter 791, Texas Government Code;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KELLER AND WESTLAKE HEREBY AGREE TO THE FOLLOWING:**

### I.

#### MUTUAL ASSISTANCE

(a) Upon the request of the Fire Chief or his designee of one of the cities to the fire department of another of the cities to respond to a fire emergency within the city limits of the requesting city, the requested city will respond with available firefighting equipment and personnel in aid of the requesting city to any point within a reasonable distance of the city limits of the responding city.

(b) The Fire Chief of each city will designate the area outside the city’s limit which is within a reasonable distance.

(c) If conditions exist within the responding city that prevent response outside its city limits, the Fire Chief or his designee shall immediately notify the fire department of the requesting city that no response can be made.

## II. PROCEDURES

A dispatch of firefighting equipment and personnel pursuant to this Agreement is subject to the following procedures:

- (1) A request for aid by street address shall specify the location by street address to which the equipment and personnel are to be dispatched.
- (2) The responding city shall respond to the specified location and initiate action to mitigate the emergency or provide backup coverage if requested.
- (3) A responding city shall be released by the requesting city when the services of the responding city are no longer required.

## III. COMMON CITY LIMIT LINES

In areas where common city limit lines exist, accurate determination of jurisdiction may not be possible upon receipt of an alarm. In these cases, the city receiving the alarm will dispatch its firefighting equipment and personnel and notify the other affected city or cities of the alarm. If the emergency is not within the city limits of the responding city, it is agreed that the services provided will be considered to have been provided pursuant to this Agreement.

## IV. CLAIMS

Each city waives all claims against the other cities for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply in those cases in which a claim results from the failure of the requesting city to accept responsibility required by Section 791.006, Texas Government Code.

## V. COSTS

A responding city shall not be reimbursed by the requesting city for costs incurred in responding to an emergency pursuant to this Agreement. Personnel who perform duties pursuant to this Agreement shall receive the same wage, salary, pension, injury or death benefits, worker's compensation benefits, payment of

expenses, and all other compensation and rights for the performance of those duties, as they would have received for their regular duties in the service of the city for which they are employed. Each city shall be solely responsible for the payment of its costs associated with providing firefighting equipment and personnel under this Agreement.

## VI. SUPERVISION

The equipment and personnel of a responding city shall be under the control and supervision of employees of the responding city during a response pursuant to this Agreement.

## VII. LIABILITY

In accordance with Section 791.006 of the Texas Government Code, the requesting city is responsible for any civil liability that arises from the furnishing of firefighting services pursuant to this Agreement effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from non-intentional tort liability to the fullest extent permitted by statutory and constitutional law. This section shall be liberally construed to carry out the intent of the City Councils of the entities involved.

## VIII. TERMINATION

Each city has the right to terminate its participation in this Agreement with ninety (90) days written notice to the other cities. Additional cities may become parties to this Agreement, and an existing party may be removed as a party upon the vote of a majority of the governing bodies of the other cities.

## IX. PRIOR COMMITMENTS

This Agreement contains all commitments and agreements of the cities regarding automatic fire protection aid, and no other prior oral or written commitments shall have any force or effect. Notwithstanding the preceding sentence, it is understood that certain signatory cities may have contracted or may contract in the future with each other for total fire protection services, and it is agreed that this Agreement shall not affect those contracts.

X.  
VENUE

Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Tarrant County, Texas.

XI.  
BENEFITS

When an employee or volunteer of the responding city is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties within the provisions of Article 6228f, V.T.C.S., and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty.

XII.  
SEVERABILITY

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

XIII.  
AUTHORIZATION

This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at Tarrant County, Texas.

**CITY OF KELLER, TEXAS**

BY: \_\_\_\_\_  
Mark R. Hafner, City Manager

**TOWN OF WESTLAKE, TEXAS**

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consider approval of a Resolution renewing Blue Cross/Blue Shield as the Town’s health insurance carrier.

**STAFF CONTACT:** Todd Wood, Director of HR & Administrative Services  
Amanda DeGan, Assistant 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.	Attract, Recruit, Retain & Develop the Highest Quality Workforce
<b><u>Strategic Initiative</u></b>			
Administration (continued) Development of Employee Satisfaction Survey			

**Time Line - Start Date:** November 1, 2015    **Completion Date:** October 31, 2016

**Funding Amount:** \$390,852    **Status -**  **Funded**    **Source - General Fund**

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

In September 2015, staff issued a Request for Proposals (RFP) to obtain a wide variety of options that would be evaluated based on our financial capacity and our desire to provide a good health plan for our employees. We received bids from our current broker with options from four carriers, and one bid from the Texas Municipal League Intergovernmental Risk Pool. Bids were analyzed and used input from our 2014 employee benefit survey to determine the best selection. Factors that were considered included the following:

- Overall cost (employer and employee)
- Coverage for major items and preventative care

- Network of providers to ensure accessibility
- Schedule of Plan benefits
- Stability/experience of the company providing the insurance
- Out-of-pocket expense exposure

The Senior Leadership Team recently met to discuss three (3) comparable plan options. Options considered included plans from Blue Cross/Blue Shield, Aetna, and Scott & White. The bid from TML was not considered due to a calculation error on their part, resulting in very high costs. The team felt it was important to maintain a proper balance between providing the best coverage that meets our needs while exercising fiscal responsibility during the selection process.

The bid from Blue Cross/Blue Shield reflected a rate increase of 10%. After review of this bid and those from other carriers, staff recommends continuing with Blue Cross/Blue Shield as our health insurance provider with a dual-option HMO/PPO plan, as well as continuing to offer flexible spending accounts (employee funded) for eligible out-of-pocket expenses. The approximate annual cost of the health insurance plan is \$390,852 for the Town, and is 5% less than estimates included in the FY 15/16 budget. The total annual estimated cost of the plan including employee dependent contributions is \$483,216.

Additionally, it is recommended that the health insurance plan year be moved from November 1<sup>st</sup> of each year to January 1<sup>st</sup>. This would align our plan year with the same calendar year used for deductibles and cafeteria plan expenses. Additionally, it would reduce the administrative burden for ACA (Affordable Care Act) reporting. A second RFP has been issued for a January 1 plan year, and any recommended plan changes will require a 30-day notice to our carrier, and Council approval at the November 2015 meeting.

### **RECOMMENDATION**

Approve renewal of the current health insurance plan with Blue Cross/Blue Shield, effective November 1, 2015.

### **ATTACHMENTS**

Resolution

**TOWN OF WESTLAKE**

**RESOLUTION 15-30**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, APPROVING RENEWAL OF BLUE CROSS/BLUE SHIELD AS THE TOWN'S HEALTH INSURANCE CARRIER.**

**WHEREAS**, Town of Westlake desires to maintain a comprehensive health insurance benefit for its employees that is competitive to surrounding cities; and

**WHEREAS**, the leaders of the Town of Westlake desire to exercise exceptional levels of stewardship with all financial resources; and,

**WHEREAS**, the Town Council finds that the passage of this Resolution is in the best interest of the employees and 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:** That, the Westlake Town Council hereby approves the renewal of Blue Cross/Blue Shield as the Town health insurance carrier for a twelve (12) month period, beginning November 1, 2015, with an estimated annual employer cost of \$390,852 and a total annual cost of \$483,216.

**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 20<sup>TH</sup> DAY OCTOBER, 2015.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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



**TYPE OF ACTION**

Regular Meeting - Consent

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consideration of a Resolution Amending the Economic Development Agreement between the Town of Westlake and the Marriott Solana Hotel.

**STAFF CONTACT:** Debbie Piper, Finance Director

**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>			
Business Outreach Program			

**Time Line - Start Date:** October 1, 2015    **Completion Date:** September 21, 2016

**Funding Amount:** \$5,500    **Status -**  **Funded**    **Source -** VAF (Hotel Tax)

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

This adopted twelve (12) month economic development grant agreement includes both the “Shuttle Bus Transportation Cost” as well as the “Incentive Program”. This was the sixth consecutive year that the Town has partnered with the Marriott Solana Hotel regarding the “Incentive Program”. Prior to this, the Town participated in only the Hotel’s shuttle bus system costs.

Based on Council recommendation, the original *Group Business Incentive Program* amount of \$50,000 is proposed to be increased by \$5,500 which reflects the remaining budgeted funds that were unused from FY 2014-2015. Per conversations with the Marriott Solana manager, these

additional funds will help when there are timing issues related to proposals that are offered but not yet accepted when another opportunity arises.

**RECOMMENDATION**

Recommend approval of the amended Economic Development Agreement with Marriott Solana approving the additional funds for the “Group Business Incentive Program”.

**ATTACHMENTS**

Resolution amending the Economic Development Grant Agreement between the Town and the Marriott Solana with the amend section attached as “Schedule A”.

**TOWN OF WESTLAKE**

**RESOLUTION 15-31**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AMENDING THE ECONOMIC DEVELOPMENT AGREEMENT WITH THE MARRIOTT SOLANA.**

**WHEREAS**, the Westlake Town Council, in its current Strategic Plan, has identified “Fiscal Responsibility” as a Vision Point as well as “Financial Stewardship” as a Perspective that must be addressed to move the Town towards this Vision Point; and,

**WHEREAS**, on September 21, 2015, the Town of Westlake approved Resolution 15-26, Approving an Economic Development Agreement with the Marriott Solana; and

**WHEREAS**, the Town of Westlake sales and use taxes are an important revenue source to support its general operations; and,

**WHEREAS**, the Town Council desires to have new and existing businesses that maintain and grow their sales and use tax streams, which in turn, enhances the Town’s financial position and sustainability per its Strategic Plan; and

**WHEREAS**, the Town Council acknowledges that the Town’s Visitors Association Fund is a key component of its financial structure and that an economic development grant to the Marriott Solana Hotel will help solidify and maintain that structure; and,

**WHEREAS**, Town has an economic development policy adopted by Resolution 06-19 and that this proposed economic development agreement with the Marriott Solana meets those policy guidelines and meets the requirements of State law for municipalities to grant 380 economic development grants to businesses located in their boundaries; 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 amends the Economic Development Grant Agreement with the Marriott Solana Section 4.1 (a) related to the Group Booking Incentive amount adopted on September 21, 2015, 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 20<sup>th</sup> DAY OF OCTOBER, 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

### 4. TOWN AND MARRIOTT'S OBLIGATIONS AND COMMITMENTS.

#### 4.1. Town of Westlake Hotel Support Program

The total amount to be granted by the Town to Marriott under the terms of this Agreement for the Town of Westlake Hotel Support Program shall not exceed \$135,500 with said Town of Westlake Hotel Support Program, consisting of the following:

- a. Group Booking Incentives, the requirements for which are attached hereto as Exhibit "C" and hereby made a part of this Agreement for all purposes (the "Hotel Support Agreement") and details the obligations of Marriott to receive, and the Town to grant, the Program Grants from the Program Source Funds during the Program Year related to group bookings at the Hotel. The purpose of this component of the Town's Hotel Support Program shall be to increase new group bookings for the Hotel and to not incur a decrease in overall group meeting business (i.e. all group bookings at the Hotel both of new group business and repeat group business), thus increasing economic development through tourism and business development activity in the Town. The Group Booking Incentives provided by the Town under this Agreement to the Hotel shall not exceed \$50,000 plus the remaining available budgeted funds of \$5,500 from the prior fiscal year during the term of this Agreement.



**TYPE OF ACTION**

Regular Meeting - Action Item

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consider a mutual boundary adjustment with the City of Southlake amending the Town Boundary Map.

**STAFF CONTACT:** Jarrod Greenwood, Public Works Director/Asst. 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	Fiscal Stewardship	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>			
Outside the Scope of Identified Strategic Initiatives			

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

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

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

Over the past several months, staff has been working with Centurion American regarding plans to develop a portion of property within Westlake, immediately north of the Southlake Meadows subdivision that is currently under construction, referred to as Westlake Meadows. Based on discussions between Westlake and Southlake staff regarding Westlake Meadows' unorthodox layout, a boundary adjustment to bring in the approximate 8.8 acres into the City of Southlake would result in a better planned development and more efficient service delivery.

There are several challenges that merit a boundary adjustment:

- The physical layout does not provide direct access for Town of Westlake emergency response and may add to confusion for future residents that may believe they are in Southlake during emergency or non-emergency situations.

- The developer will have to install redundant infrastructure in order for the 9 lots to be served by Town of Westlake utilities and would add unmetered sanitary sewer flows and complicate utility service provisions between both municipalities as well as potentially creating confusion for future residents.
- The impact of additional 9 lots to Westlake Academy

### **RECOMMENDATION**

Recommend approval of the proposed ordinance.

### **ATTACHMENTS**

Proposed Ordinance with attachment “Exhibit A” – tract map and legal description

Proposed Amended Boundary Map “Exhibit B”

Boundary Adjustment Aerial Exhibit

**TOWN OF WESTLAKE**

**ORDINANCE NO. 754**

**AN ORDINANCE OF THE TOWN OF WESTLAKE, TEXAS, APPROVING A MUTUAL BOUNDARY ADJUSTMENT AND AMENDING THE TOWN OF WESTLAKE OFFICIAL TOWN LIMIT BOUNDARY MAP; RATIFYING AND CONFIRMING ALL PRIOR ANNEXATIONS AND TOWN LIMIT BOUNDARIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH**

**WHEREAS**, the Town of Westlake, Texas (the “Town”) is a general law municipality operating pursuant to the Constitution and laws of the State of Texas; and

**WHEREAS**, Westlake and Southlake desire to identify mutually agreeable corporate boundaries between the two communities; and

**WHEREAS**, the governing bodies of Westlake and Southlake have determined this Agreement to be in the best interests of the health, safety, and welfare of the public; and

**WHEREAS**, Westlake and Southlake, in the true spirit of governmental cooperation, the municipalities intend the Mutual Boundary Agreement passed by Southlake Resolution 15-00, to reflect sound growth management principles and interregional planning.

**WHEREAS**, Section 41.001 of the Texas Local Government Code requires and authorizes the Town to adopt an official map showing the municipal boundaries and extraterritorial jurisdiction boundaries of the Town; and

**WHEREAS**, the Town Council finds it necessary to amend the official Town Boundary Map to reflect the mutual boundary adjustment; and

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

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

**SECTION 1:** That the above statements are found to be true and correct and are incorporated into this Ordinance as if copied in their entirety.

**SECTION 2:** That the Boundary Adjustment Agreement is hereby approved, and Tract A, as described and depicted in the *Exhibit “A”* of the Mutual Boundary Agreement, shall be released from the corporate boundaries of Westlake and simultaneously incorporated into the corporate boundaries of Southlake.

**SECTION 3:** That the official municipal boundary map of the Town (to be officially titled “Official Town Limit Boundary Map of the Town of Westlake, Texas”) and depicted on attached *Exhibit “B”*, is hereby amended to show the adjusted boundary.

**SECTION 4:** If any section, sentence, clause or phrase of this Ordinance be declared unconstitutional for any reason, it shall not affect the constitutionality and the validity of any other section, sentence, clause or phrase, and the Town Council declares that it would have passed all other sections, sentences, clauses or phrases of this Ordinance notwithstanding the unconstitutionality or invalidity or any paragraph, section, sentence, clause or phrase hereof.

**SECTION 5:** This ordinance shall take effect immediately from and after its passage as the law in such case provides.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, ON THIS 20<sup>th</sup> DAY OF OCTOBER 2015.**

**ATTEST:**

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

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

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

**APPROVED:**

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



5. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties agree that this Agreement is performable in Tarrant County, Texas, and that exclusive venue shall lie in Tarrant County, Texas.

6. This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

7. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

8. 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").

9. Either party may file a certified copy of this Agreement in the real property records of Tarrant County, Texas.

10. If any article, paragraph, subdivision, clause, or phrase of this Agreement be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Agreement as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional.

11. 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.

**APPROVED** by the Town Council of the Town of Westlake, Texas, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

**TOWN OF WESTLAKE, TEXAS**

By: \_\_\_\_\_  
Laura Wheat, Mayor

ATTEST:

By: \_\_\_\_\_  
Kelly Edwards, Town Secretary

**APPROVED** by the City Council of the City of Southlake, Texas, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

**CITY OF SOUTHLAKE, TEXAS**

By: \_\_\_\_\_  
Laura Hill, Mayor

ATTEST:

By: \_\_\_\_\_  
Lori Payne, City Secretary

**WESTLAKE'S ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TARRANT §**

The foregoing Boundary Adjustment Agreement was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the Honorable Laura Wheat, Mayor of the Town of Westlake, a Texas municipal corporation, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

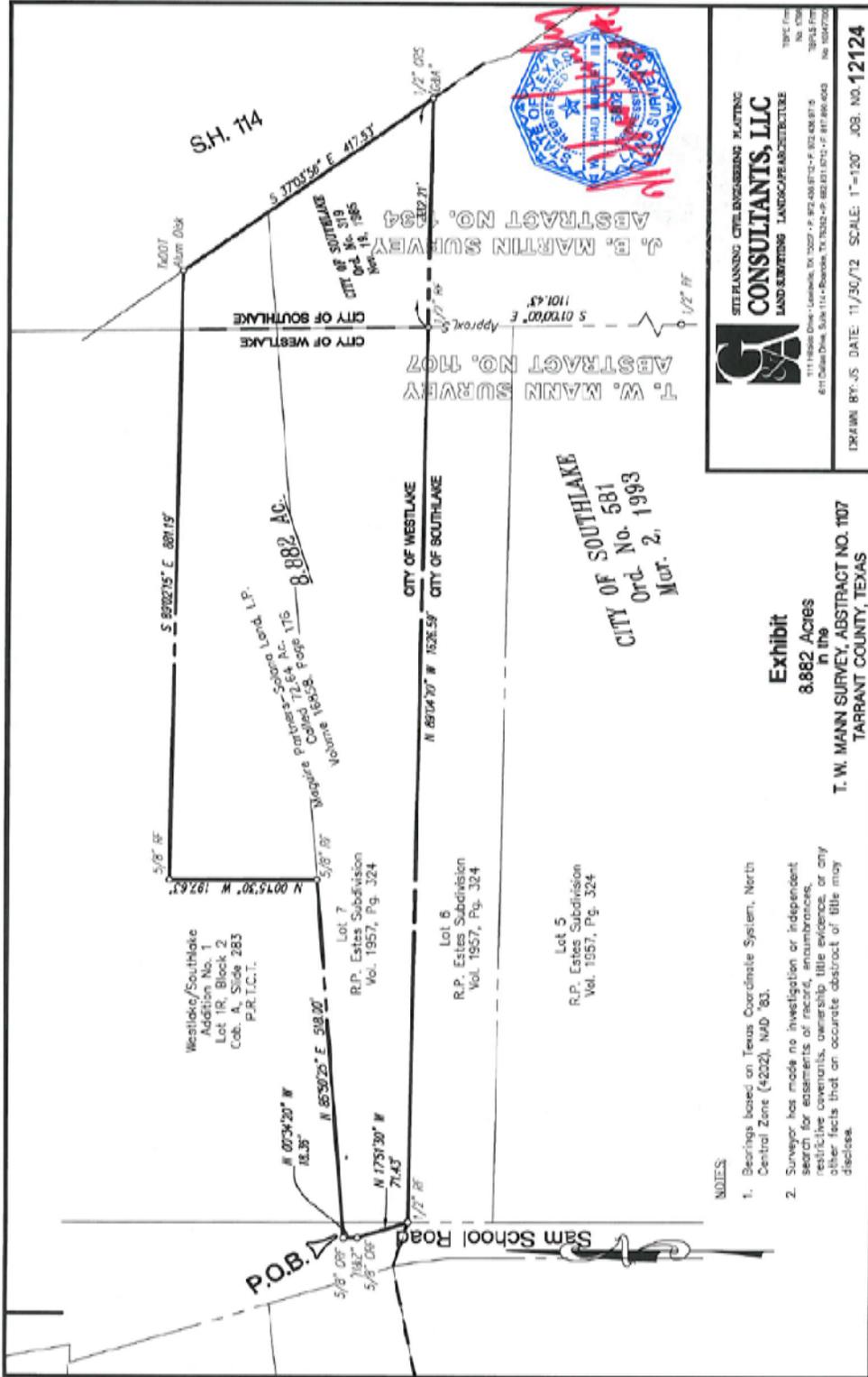
**SOUTHLAKE'S ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TARRANT §**

The foregoing Boundary Adjustment Agreement was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the Honorable \_\_\_\_\_, Mayor of the City of Southlake, a Texas municipal corporation, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**“TRACT A”**



**CONSULTANTS, LLC**  
LAND SURVEYING LANDSCAPE ARCHITECTURE

DATE: 11/30/12 SCALE: 1"=120' JOB NO. 12124

**Exhibit**  
**8.882 Acres**  
**in the**

**T. W. MANN SURVEY, ABSTRACT NO. 1107**  
**TARRANT COUNTY, TEXAS**

**NOTES:**

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.

LEGAL DESCRIPTION  
8.882 ACRES

Being all that certain lot, tract or parcel of land situated in the T. W. Mann Survey, Abstract Number 1107 and the J. B. Martin Survey, Abstract Number 1134 in Tarrant County, Texas, and being part of that certain called 72.64 acre tract of land described in deed to Maguire Partners-Solana Land, L.P., recorded in Volume 16858, Page 176 of the Deed Records of Tarrant County, Texas, and being part of Lot 7 of the R. P Estes Subdivision, an addition to Tarrant County, Texas, according to the plat thereof recorded in Volume 1957, Page 324 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set (G&A Consultants) on the east line of said 72.64 acre Tract 3, and being on the west line of State Highway 114 as evidenced by that certain called 4.452 acre tract of land described in deed to the City of Southlake, recorded in Volume 14056, Page 454 of the Deed Records of Tarrant County, Texas;

THENCE N 89°04'10" W, passing at 333.22 feet a 1/2" capped rebar found at the southeast corner of said Lot 7, and the northeast corner of Lot 6 of said R.P. Estes Subdivision, continuing with the north line thereof a total distance of 1626.60 feet to a 1/2" rebar found on the west line of said 72.64 acre tract, and the east line of Sam School Road;

THENCE N 17°51'30" W, 71.43 feet with the west line of said 72.64 acre tract and the east line of Sam School Road to a 5/8" capped rebar found (H&Z);

THENCE N 00°34'20" W, 18.36 feet with the west line of said 72.64 acre tract and the east line of Sam School Road to a 5/8" capped rebar found (H&Z) at the southwest corner of a Right-of-Way Dedication shown on plat of Westlake/Southlake Addition No. 1, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 283 of the Plat Records of Tarrant County, Texas;

THENCE N 85°50'25" E, passing at 17.81 feet a 5/8" capped rebar found (H&Z) at the southeast corner of said Right-of-Way Dedication, and being southwest corner of Lot 1R, Block 2 of said Westlake/Southlake Addition No. 1, continuing with the south line thereof a total distance of 518.00 feet to a 5/8" rebar found;

THENCE N 00°15'30" W, 197.63 feet with the south line of said Lot 1R and the north line of said 72.64 acre tract, to a 5/8" rebar found;

THENCE S 89°02'15" E, 881.19 feet with the south line of said Lot 1R and the north line of said 72.64 acre tract to a Texas Department of Transportation Monument on the east line thereof and the west line of said 4.452 acre tract and State Highway 114;

THENCE S 37°04'00" E, 417.54 feet with the east line of said 72.64 acre tract and the west line of of said 4.452 acre tract and State Highway 114 to the POINT OF BEGINNING and containing approximately 8.882 acres of land.



Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.  
The field work was completed in the month of September, 2012.





**TYPE OF ACTION**

Regular Meeting - Action Item

**Westlake Town Council  
Tuesday, October 20, 2015**

- 1. TOPIC:** Continue the public hearing and consideration of a an ordinance regarding 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.

**ZONING CASE:** **Z-10-03-14**

**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 applicant has requested that his application for rezoning be withdrawn.

**RECOMMENDATION**

Staff recommends that no action be taken.

**ATTACHMENTS:**

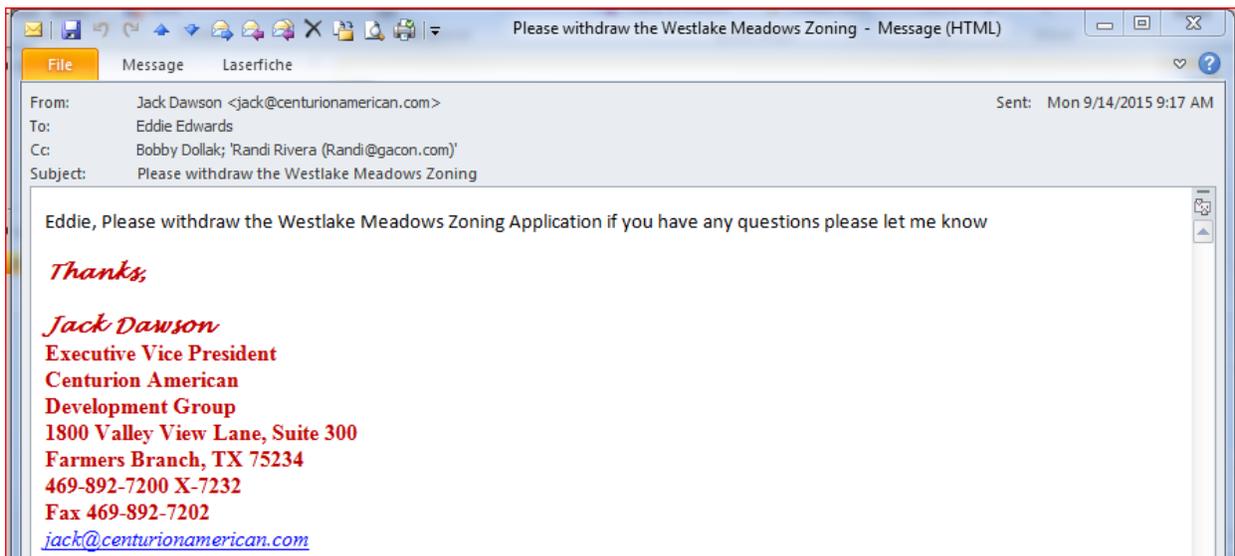
Vicinity Map  
Withdrawal request

**Vicinity Map**

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



**Email requesting withdrawal of Westlake Meadows zoning application**





**TYPE OF ACTION**

Regular Meeting - Action Item

**Westlake Town Council Meeting  
Tuesday, October 20, 2015**

**TOPIC:** Consider amending Chapter 46, Health and Sanitation, adding Article VI, Sections 46-180 through 46-183, regulation of tobacco products and smoking.

**STAFF CONTACT:** Jarrod Greenwood, Public Works Director/Asst. 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>
Informed & Engaged Citizens / Sense of Community	Citizen, Student & Stakeholder	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Encourage Westlake's Unique Sense of Place
<b><u>Strategic Initiative</u></b>			
Outside the Scope of Identified Strategic Initiatives			

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

**Funding Amount:** \$5,000 **Status -**  **Not Funded** **Source -** General Fund

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

Town staff previously presented information regarding a public smoking ordinance to Council at the Town Council Workshops on June 15, 2015 and on August 25, 2015.

Staff has developed a communication plan that will include information regarding the new smoking ordinance on our website (with timely spotlight on the homepage), post on Town social media accounts, feature in upcoming Westlake Wire and WA Communique emails and a *Simply Westlake* issue. We will also be working with our corporate stakeholders to develop a communication plan specific to their campus.

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 and is proposed to go into effect January 1, 2016.

The proposed ordinance would require staff to install new signage designating non-smoking areas estimated to be \$5000 and would require a budget amendment that could be brought to Council at a later date.

**RECOMMENDATION**

Recommend approval of the proposed ordinance.

**ATTACHMENTS**

Proposed Ordinance with attachment "A" – Trails, Parks, and Park Facilities Map  
(will be provided during the meeting)

**TOWN OF WESTLAKE**

**ORDINANCE NO. 755**

**AN ORDINANCE OF THE TOWN OF WESTLAKE AMENDING CHAPTER 46 TITLED HEALTH AND SANITATION, ADDING ARTICLE VI, SECTIONS 46-180 THROUGH 46-183, TOBACCO PRODUCTS AND SMOKING; PROVIDING FOR REGULATION OF SMOKING AND THE USE OF TOBACCO; PROVIDING DEFINITIONS; PROVIDING A PENALTY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, The Town Council desires to promote a safer, healthier community by providing a smoke free environment; and

**WHEREAS**, The Town Council has considered feedback from community stakeholders; and

**WHEREAS**, The Town Council has determined that it is in the best interest of the citizens and pedestrians to prohibit pedestrian smoking within the Town's right of ways, trails, parks and park facilities; and

**WHEREAS**, The Town Council has determined that it is in the best interest of the citizens and general public to prohibit smoking within 25' of the entrance to any public building and further authorizes funding necessary for implementation; and

**WHEREAS**, The Town Council authorizes the expenditure of funds to provide the necessary notification; and

**WHEREAS**, the Town Council of the Town of Westlake, Texas, is of the opinion that it is in the best interests of the Town and its citizens that the amendments to the Town of Westlake code of Ordinances Chapter 46, Health and Sanitation, should be approved and adopted.

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

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

**SECTION 2:** That Chapter 64, “Health and Sanitation” Article VI “Tobacco Products and Smoking”, Sections 46-180 through 46-182 of the Town of Westlake Code of Ordinances, as amended, is hereby amended as follows.

## **ARTICLE VI. - TOBACCO PRODUCTS, SMOKING, AND E-CIGARETTES**

### **Sec. 46-180 - Definitions.**

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

*Public building* means an enclosed, indoor area to which the public has access and includes, but is not limited to the following:

- (1) The common areas of a retail store, office, grocery store, or other commercial establishments;
- (2) A restaurant or cafeteria;
- (3) A public or private or secondary school;
- (4) A public or private institution of higher education;
- (5) A hospital or nursing home;
- (6) An elevator;
- (7) Town and school buses;
- (8) Town building, owned or leased by the Town and used for Town purposes;
- (9) An enclosed theater, auditorium, movie house, or arena;
- (10) A courtroom or a jury waiting or deliberation room; or
- (11) Bar or bar area.

*Smoke or smoking* includes:

- (1) Carrying or holding a lighted pipe, cigar or cigarette of any kind or any other lighted smoking equipment or device;
- (2) Lighting a pipe, cigar, or cigarette of any kind or any other smoking equipment or device; or
- (3) Emitting or exhaling the smoke of a pipe, cigar, or cigarette of any kind or any other smoking equipment or device.
- (4) Inhaling, exhaling, or burning a lighted cigar, cigarette, pipe or other lighted tobacco product in any manner or form.

*Electronic cigarette and/or e-cigarette* means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The

term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

*Electronic vaping device* shall have the same definition as electronic cigarette.

*Vaporizing cigarette* shall have the same definition as electronic cigarette.

*Person* means any individual.

*Park/Park Facility means* All parks, playgrounds, recreational areas owned, leased, operated or under the control of the Town of Westlake and includes all athletic fields and other similar facilities owned, leased or operated by the Town.

*Pedestrian* means A person on foot or in a wheelchair.

*Trail* means a town-wide network of non-motorized, multi-use pathways that are used by bicyclists, walkers and runners for both transportation and recreation purposes.

*Trailhead* means a designated point of access that may contain a parking area, information kiosks, restrooms, water hydrants, and may be reached by vehicular or pedestrian access.

#### **Sec. 46-181. - Entrance or exit to a public building; signs required**

- (a) It shall be unlawful for any person to perform the following acts within 25 feet of any entrance or exit to any public building:
  - (1) Smoke
  - (2) Carry a lighted cigarette, cigar, or tobacco-containing pipe, electronic cigarette
  - (3) Light a cigarette, cigar or tobacco-containing pipe, or electronic cigarette.
- b) It shall be unlawful for any person to place, or allow to be placed, within 25 feet of any entrance or exit to any public building:
  - (1) Ashtrays,
  - (2) Smoking paraphernalia, or
  - (3) Signs that indicate that smoking is permitted.
- c) Any owner, manager, operator or employer of any establishment controlled by this ordinance shall, upon either observing or being advised of a violation of sections 46-181.a and 46-181.b, have the obligation to inform the violator of the appropriate requirements of this ordinance and then request immediate compliance.

#### **Sec. 46-182. Tobacco and electronic cigarette free right of ways, trails, parks and park facilities.**

It shall be unlawful for any pedestrian to smoke, use electronic cigarettes, or use any tobacco or tobacco related products within any right of way within the Town of Westlake.

It shall be unlawful for any person to smoke, use electronic cigarettes, or use any tobacco or tobacco related products at any parks or park facility owned or leased by the Town of Westlake that has been posted: "This park/park facility is tobacco and E-cigarette free."

The Town Manager, or designee, shall cause to be posted a conspicuous sign visible from the main entrance of a building owned or leased by the Town of Westlake that has been posted: "NO SMOKING, Town of Westlake Ordinance."

- (a) The Town Council shall by resolution designate any building, trail, park or park facility owned or leased by the Town of Westlake as tobacco and E-cigarette free and upon such designation, the town manager or designee is authorized to post signs giving notice that such action is prohibited in such park or park facility.
- (b) Smoking in parks, on trails and trailhead parking lots, any building owned or leased by the Town, including Westlake Academy.

**Sec. 46-183 - Penalty.**

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

**SECTION 3:** If any portion of this Ordinance 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 Ordinance without the invalid provision

**SECTION 4:** That this Ordinance with Attachment "A" TRAILS, PARKS, AND PARKS FACILITIES MAP, shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

**SECTION 5:** It is hereby declared to be the intention of the Town Council of the Town of Westlake, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Westlake without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

**SECTION 6:** This ordinance shall take effect January 1, 2016 after its passage as the law in such case provides.

**PASSED AND APPROVED ON THIS 20<sup>th</sup> DAY OF OCTOBER, 2015.**

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

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# Town of Westlake

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## Item # 7 – Executive Session

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### **EXECUTIVE SESSION**

- a. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
- b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- c. 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 # 8 – Reconvene  
Meeting

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# Town of Westlake

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## Item # 9 – 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 551.087. 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
- c. 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 #10 - 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.

**None**

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# Town of Westlake

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Item # 11 –  
Adjournment

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