

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

November 16, 2015

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

Workshop Session: 5:30 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 NOVEMBER 16, 2015, TOWN COUNCIL REGULAR MEETING AGENDA. (10 min)**
- 4. DISCUSSION ITEMS**
 - a. Presentation and discussion regarding the Utility Rate Study. (15 min)
 - b. Review and discussion of proposed Allied Waste contract extension. (15 min)
 - c. Review and discussion of the proposed 2016 Meeting Calendar. (15 min)
 - d. *Standing Item*: Update and discussion regarding the Granada Development.
 - e. *Standing Item*: Update and discussion regarding the Entrada Development.
- 5. EXECUTIVE SESSION**

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

 - a. Section 551.087. Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). Maguire Partners-Solana Land, L.P., related to Centurion's development known as Entrada and Granada
 - b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding possible fire station sites
- 6. RECONVENE MEETING**
- 7. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS.**
- 8. COUNCIL RECAP / STAFF DIRECTION**
- 9. ADJOURNMENT**

Regular Session

1. **CALL TO ORDER**
2. **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 October 20, 2015, meeting.
 - b. Consider approval of **Resolution 15-32**, Authorizing the Town Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T"), to lease Town owned telecommunications conduit (ductbank) within the Granada residential development.
 - c. Consider approval of **Resolution 15-33**, Renewing Blue Cross/Blue Shield as the Town's Health insurance carrier and MetLife as the Town's dental insurance carrier for 2016.

Pursuant to LCG 211.007(b) The Town Council may not take action on items 5 and 6 of the agenda until the Planning and Zoning Commission makes a final recommendation. The Planning and Zoning Commission continued these items on November 9, 2015, to the December 1, 2015, meeting.

5. **CONDUCT A PUBLIC HEARING AND CONSIDERATION REGARDING A ZONING CHANGE AMENDING THE PD 1-2 ZONING DISTRICT REGULATIONS FOR THE DEVELOPMENT KNOWN AS ENTRADA LOCATED AT HWY 114 AND FM 1938/DAVIS BLVD.**

This item pertains to amending the zoning ordinance for PD 1-2 (Entrada) as it relates to design guidelines for this district. These design guidelines are not yet complete and staff recommends tabling and continuing the public hearing until the December 1, 2015 meeting for a presentation of the guidelines at this that time.

6. CONDUCT A PUBLIC HEARING AND CONSIDERATION REGARDING AN APPLICATION FOR A PD SITE PLAN FOR A PORTION OF THE PD 1-2 PLANNING AREA, SHOWN AS AREA N (CVS LOT ON THE SOUTHWEST CORNER OF THE ENTRADA DEVELOPMENT) ON THE PRELIMINARY PLAT.

This item pertains to a planned development site plan for a proposed retail pharmacy located in PD 1-2 in the development known as Entrada. Staff recommends tabling and continuing to the public hearing to December 1, 2015, as the submitted materials and the review of said site plan are not yet complete and we do not have an approved Master Landscape plan or a Lighting plan for the development.

7. CONDUCT A PUBLIC HEARING CONSIDERATION REGARDING AN APPLICATION FOR APPROVAL OF A FINAL PLAT OF A PORTION OF THE PD 1-2 PLANNING AREA, SHOWN AS AREA N (SOUTHWEST CORNER OF THE ENTRADA DEVELOPMENT) ON THE PRELIMINARY PLAT.

This item pertains to the commercial area of Entrada on the western end of the development adjacent to FM 1938/Davis Blvd. where the owner is seeking approval of the final plat for specific lots prior to the completion of the infrastructure. Staff recommends denial or allowing the applicant to withdraw their final plat submittal. It should be noted that this submission is not yet complete because the development agreement has not yet been negotiated, which would be necessary in order to approve the final plat prior to the infrastructure being completed.

8. EXECUTIVE SESSION

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- 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

9. RECONVENE MEETING

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

11. 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.

12. 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, November 12, 2015, by 5:00 p.m. under the Open Meetings Act, Chapter 551 of the Texas Government Code.

Kelly Edwards, TRMC, Town Secretary

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

Town of Westlake

Item # 2 – Pledge of Allegiance

Texas Pledge:

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

Town of Westlake

Item # 3 – Review of Consent Agenda Items

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

- a. Consider approval of the minute from the October 20, 2015, meeting.
- b. Consider approval of **Resolution 15-32**, Authorizing the Town Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T"), to lease Town owned telecommunications conduit (ductbank) within the Granada residential development.
- c. Consider approval of **Resolution 15-33**, Renewing Blue Cross/Blue Shield as the Town's Health insurance carrier and MetLife as the Town's dental insurance carrier for 2016 Bid.

Town of Westlake

Item # 4 – Discussion Items

DISCUSSION ITEMS

- a. Presentation and discussion regarding the Utility Rate Study. (15 min)
- b. Review and discussion of proposed Allied Waste contract extension. (15 min)
- c. Review and discussion of the proposed 2016 Meeting Calendar. (15 min)
- d. ***Standing Item:*** Update and discussion regarding the Granada Development.
- e. ***Standing Item:*** Update and discussion regarding the Entrada Development.



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Presentation and discussion on Utility Rate Study.

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

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Fiscal Responsibility	Fiscal Stewardship	Exemplary Service & Governance - We set the standard by delivering unparalleled municipal and educational services at the lowest cost.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Evaluate Services and Determine if Fees are Appropriate			

Time Line - Start Date: November 16, 2015

Completion Date: January 1, 2016

Revenue Amount: N/A **Status -** N/A

Source - Utility Fund

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The current utility rates and structure, which were conducted in-house, were adopted at the December 15, 2014 regular Town Council meeting.

Municipalities typically conduct a comprehensive rate study like we performed in March 2013 about every three years, with staff making adjustments in between. The purpose of a rate study is to determine whether the Utility Fund is accomplishing full recovery of cost of services while maintaining an appropriate fund reserve balance in accordance with the Town's adopted Financial Policy.

The rate study being presented by Mrs. Carolyn Marshall provides a comprehensive review of historical water/sewer consumption and revenues, capital assets, depreciation, operation and maintenance expenses, debt, and revenues, and a new sanitary sewer volume calculation

methodology. The study also included rate increases from our wholesale providers. The Town's wholesale water provider, City of Fort Worth, has increased water rates 7.3% and our wholesale sanitary sewer treatment provider, Trinity River Authority, increased rates 9.25%.

In addition to the rate study, staff proposes to amend the Town's sanitary sewer calculation methodology for new customers moving into Westlake. The Town currently utilizes the average of the three winter months of December, January, and February, "Winter Quarter Average," to determine residents' sewer volume. The volume used to compute the monthly volume wastewater charge is based on the amount of water used by the single-family residential customer as measured by the customer's water meter and will be billed for twelve months beginning each March. However, when a new resident moves into Westlake mid-year and does not have a Winter Quarter Average, the ordinance states that the town manager, or his designee, shall estimate a volume to be used for said monthly volume wastewater charge. This ambiguous direction leaves room for subjectivity and needs a clearer directive. Staff proposes to update this section of the ordinance to state that: *the system's current residential average (total residential sanitary sewer flows/total number of residential sanitary sewer accounts) will be utilized for new residential accounts until such time a Winter Quarter Average can be established.* This methodology is in keeping with neighboring communities and provides staff with a valid justification for determining a new resident's estimated sewer volume.

RECOMMENDATION

N/A

ATTACHMENTS

Westlake Water Rate PPT presentation



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Review and Discussion of proposed Allied Waste contract extension.

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

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Informed & Engaged Citizens / Sense of Community	Citizen, Student & Stakeholder	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
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 16, 2015

Completion Date: November 16, 2015

Funding Amount: N/A

Status - N/A

Source - N/A

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Town of Westlake's residential solid waste and recycling services with Allied Waste Services, was originally executed on December 5, 2001 for a 10 year term, and included a provision that allowed a contract extension of additional five year terms if mutually agreeable in writing. This five year renewal was approved at the December 13, 2010 Town Council meeting and included the following changes:

- secure current rates until November 2012
- transitioned solid waste pick up from twice a week to once a week in conjunction with weekly residential recycling collection

The proposed five year contract extension provides for:

- 5% (0.54¢) rate increase upon approval of the contract
- No rate increase will be allowed until year 3 (2018)
- Rate increase subject to Town Council approval

RECOMMENDATION

N/A

ATTACHMENTS

Allied Waste PPT presentation



TYPE OF ACTION

Workshop - Discussion Item

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Review and discussion of the proposed 2016 Meeting Schedule of the Town Council and Board of Trustees.

STAFF CONTACT: Kelly Edwards, Town Secretary

Strategic Alignment

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

Time Line - Start Date: November 16, 2015 **Completion Date:** December 14, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

From time to time, the Council/BOT regular meeting schedule requires modification due to holidays and other events that may create a conflict for Council/Board Members and staff to attend Council/Board meetings.

Several factors have been taken into consideration as staff prepared the 2016 meeting calendar, including national holidays, school holidays, early voting and annual training conferences.

RECOMMENDATION AND ATTACHMENTS

DRAFT - 2016 Meeting Calendar

DRAFT

Town of Westlake Meeting Schedule

January 2016

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 2016

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2016

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2016

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

4/25 conflict with EV may start late

July 2016

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- School Board
- Town Council
- New Council/BOT Orientation
- Planning & Zoning Meetings

- School & Town Holiday
- School Holiday
- Election Day /
Special Meeting to
Canvass Returns

- Budget / Meeting Retreats
- Town Holiday
- First/Last Day School

01/04/16 Student Holiday
 03/14-03/18 Spring Break
 05/07 Election Day
 05/12 Canvass if Election **5/23 too late**
 05/09 BOT Budget Wkshp
 05/19 TC/BOT orientation (if necessary)
 05/25 TC/BOT Planning Retreat - **All Day**

06/03 Last Day of School
 06/04 Senior Commencement
 08/10TC Budget Wkshp 12-5:00
 08/25 First Day of School (TBD)
 08/31 & 09/07 TC if necessary (tax) 6:00 p.m.
 09/19 TC Meeting Tax Assessor request to push no additional billing
 09/25-09/28 ICMA
 10/4-10/7 TML

Town of Westlake

Item # 4d – No
Supporting
documentation

Standing Item: Update and discussion regarding the Granada Development.

Town of Westlake

Item # 4e – No
Supporting
documentation

Standing Item: Update and discussion regarding the Entrada Development.

Town of Westlake

Item # 5 – Executive Session

EXECUTIVE SESSION

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

Town of Westlake

Item # 6 – Reconvene
Meeting

Town of Westlake

Item # 7 – Take any Necessary Action, if necessary

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

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

Town of Westlake

Item #8
Council Recap /
Staff Direction

COUNCIL RECAP / STAFF DIRECTION

Town of Westlake

Item # 9 –
Workshop
Adjournment

Town of Westlake

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

Item # 2 Items of Community Interest

- ✓ Westlake Residents' Fall Clean-up Days & Saturday only Hazardous Waste Drop-Off
Friday, November 13 – Sunday, November 15, 2015 (Bulk waste dumpsters available_

WA Campus - Southwest parking lot
- ✓ Town Council Workshop & Meeting
Monday, November 16, 2015
- ✓ Glenwyck Farms & Terra Bella Annual Neighborhood Meeting
Wednesday, November 18, 2015; 6:30 pm
Home of Rob & June Anderson, Glenwyck
- ✓ Grandparents' Day at Westlake Academy
Friday, November 20, 2015; 8:30 am – 12:00 pm
WA Campus
- ✓ Westlake Academy Closed for Fall Break/Thanksgiving Holidays
Monday, November 23 – Friday, November 27, 2015
- ✓ Westlake Municipal Offices Closed in observance of the Thanksgiving Holidays
Thursday, November 26 - Friday, November 27, 2015
- ✓ Westlake Community Tree Lighting
Thursday, December 3, 2015; 6:00 – 8:00 pm
WA Campus - MPH & Town Green
- ✓ Board of Trustees Workshop & Meeting
Monday, December 7, 2015
- ✓ "Small but Mighty" Annual Neighborhood Meeting
Tuesday, December 8, 2015; 6:30 p.m.
Home of Bryant & Becky Fisher
- ✓ Town Council Meeting
Monday, December 14, 2015

Town of Westlake

Item # 3 – Citizen Comments

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

Town of Westlake

Item # 4 – Consent Agenda

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

- a. Consider approval of the minute from the October 20, 2015, meeting.
- b. Consider approval of **Resolution 15-32**, Authorizing the Town Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T"), to lease Town owned telecommunications conduit (ductbank) within the Granada residential development.
- c. Consider approval of **Resolution 15-33**, Renewing Blue Cross/Blue Shield as the Town's Health insurance carrier and MetLife as the Town's dental insurance carrier for 2016 Bid.



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

October 20, 2015

PRESENT: Mayor Pro Tem Carol Langdon, Council Members, Michael Barrett, Alesa Belvedere, Rick Rennhack and Wayne Stoltenberg. Mayor Laura Wheat arrived at 6:08 p.m.

ABSENT:

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

Work Session

1. CALL TO ORDER

Mayor Pro Tem Langdon called the work session to order at 5:08 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Langdon led the pledge of allegiance to the United States and Texas flags.

3. REVIEW OF CONSENT AGENDA ITEMS FOR THE OCTOBER 20, 2015, TOWN COUNCIL REGULAR MEETING AGENDA.

No additional discussion regarding consent agenda items.

4. REPORTS

- 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.

Director Greenwood provided a copy of the Trails, Parks and Facilities map that will be attached to the ordinance.

Discussion ensued regarding smoking on private property, private roads, the Fidelity campus, Deloitte University, and Marriott Solana.

- b. Review and discussion of a mutual boundary adjustment with the City of Southlake amending the Town Boundary Map.

Director Greenwood provided a map of the subject property located off of Sam School Road adjoining the Southlake Meadows subdivision.

Discussion ensued regarding the area Northwest of the proposed boundary adjustment, the access point to State Highway 114, and properties backing up to Terra Bella.

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

Director Edwards and Greenwood provided an update regarding streetscaping, amenities along Davis Boulevard, depths of the ponds, plans received for Phase II, the chapel, and building pace.

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

Town Manager Brymer provided an overview of the weekly meetings, infrastructure updates, retaining walls, street design treatments, amending the SAP to fund the retaining walls and paving treatments, locations for public art opportunities, iterations of building elevations along Davis Boulevard, the order of buildings, ShopCo consulting firm, and the zoning ordinance.

6. EXECUTIVE SESSION

The Council convened into executive session at 6:09 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
- 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

Mayor Wheat reconvened the meeting at 8:18 p.m.

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

No necessary action taken as a result of executive session.

9. COUNCIL RECAP / STAFF DIRECTION

No additional direction provided to staff.

10. ADJOURNMENT

Mayor Wheat adjourned the work session at 8:18 p.m.

Regular Session

1. CALL TO ORDER

Mayor called the regular session to order at 8:19 p.m.

2. ITEMS OF COMMUNITY INTEREST

Director Awtry clarified the times of the Homecoming events

Director Greenwood provided an update regarding the Annual Car Show.

3. CITIZEN COMMENTS

No one addressed the Council.

4. CONSENT AGENDA

- 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.

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

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.**

Director Edwards provided overview of the item and clarified that there would be no necessary action needed by the Council.

Mayor Wheat continued the public hearing.

No one addressed the Council.

Mayor Wheat closed the public hearing.

The Council took no action on this item.

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.**

MOTION: Council Member Stoltenberg made a motion to approve **Ordinance 755**. Council Member Langdon seconded the motion. The motion carried by a vote of 5-0.

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

- 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.

MOTION: Council Member Rennhack made a motion to approve a 4% salary increase for Town Manager Brymer beginning the next pay period and a one-time retention merit payment of \$5,000.00. Council Member Langdon seconded the motion. The motion carried by a vote of 5-0.

10. FUTURE AGENDA ITEMS

No future agenda items.

11. ADJOURNMENT

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

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

Mayor Wheat adjourned the meeting at 8:27 p.m.

APPROVED BY THE TOWN COUNCIL ON NOVEMBER 16, 2015.

ATTEST:

Laura Wheat, Mayor

Kelly Edwards, Town Secretary



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Consider a Resolution authorizing the Town Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas (“AT&T”), to lease Town owned telecommunications conduit (ductbank) within the Granada residential development.

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

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	People, Facilities, & Technology	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Optimize Planning & Development Capabilities
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 16, 2015 **Completion Date:** November 16, 2015

Revenue Amount: 33,526.00 **Status -** N/A **Source - Utility Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The Town of Westlake owns a series of telecommunications conduit, referred to as DuctBank, that extend from the Solana Business complex to Westlake Academy and are leased to telecom companies. The ductbank was envisioned as a way to provide telecommunications companies access to Town right-of-way without the need to dig, there by disrupting traffic, potentially damaging other buried utilities, expedite installation, and minimize inconvenience to property owners.

Town staff has been working with Southwestern Bell Telephone Company d/b/a AT&T Texas

("AT&T"), to secure a lease agreement for the Granada residential development. This would include the installation of fiber optic cable within the Town's ductbank throughout Phase 1 and including the future ductbank within the proposed Phase 2 section as well.

RECOMMENDATION

Staff recommends approval of the DuctBank Agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T").

ATTACHMENTS

Resolution

Proposed DuctBank Agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T").

TOWN OF WESTLAKE

RESOLUTION NO. 15-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS (“AT&T”) TO LEASE TOWN OWNED TELECOMMUNICATIONS CONDUIT (DUCTBANK) WITHIN THE GRANADA RESIDENTIAL DEVELOPMENT.

WHEREAS, Southwestern Bell Telephone Company d/b/a AT&T Texas (“AT&T”), desires to lease telecommunications conduit from the Town of Westlake to serve the Granada residential development; and

WHEREAS, the Town Council find that the leasing of telecommunication ductbank conduit provides sound infrastructure planning consistent with goals and objectives within the adopted strategic plan; and

WHEREAS, the Town Council authorize the Town Manager to negotiate the terms of the lease and execute a contract on behalf of the Town of Westlake; and

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

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

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

SECTION 2: The Town Council of the Town of Westlake hereby approves the Agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas (“AT&T”), related to the lease of ductbank within the Granada residential development, attached as *Exhibit “A”*, and further authorizes the Town Manager to execute the agreement on behalf of the Town of Westlake, Texas.

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

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

PASSED AND APPROVED ON THIS 16TH DAY OF NOVEMBER, 2015.

Laura Wheat, Mayor

ATTEST:

Kelly Edwards, Town Secretary

Tom Brymer, Town Manager

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney

CONDUIT LEASE

Between

TOWN OF WESTLAKE

And

**SOUTHWESTERN BELL TELEPHONE COMPANY
D/B/A AT&T TEXAS (“AT&T”).**

CONDUIT LEASE

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CONDUIT LEASE

THIS CONDUIT LEASE (“Lease”) is made and entered into as of the

_____ day of _____, 2008 by and between the **Town of Westlake,**

Texas (Landlord”) and Southwestern Bell Telephone Company d/b/a AT&T Texas (“AT&T”).

ARTICLE 1: BASIC PROVISIONS

This Article contains the basic lease provisions between Landlord and Tenant.

- A. Route:** The route of the Conduit that is the subject of this Lease is as indicated on Attachment ‘A’
- B. Commencement of Lease:** The Commencement Date for the Lease shall be as follows, subject to adjustment based on any Landlord delays in substantial completion of any Ductbank segments not completed at the time of Lease signing:
- C. Initial Term and Expiration Date:** 30 years
Commencement Date plus 30 years
- D. Rented Length:** TBD from Granada AS-Built construction drawings
- E. Size and Quantity:** 1 single 4” conduit
- F. Base Rent:** \$33,526.00 for Granada Phase 1 and Phase 2
- G. Permitted Use:** Facilities may be placed in the Conduit by the Tenant for the provisioning of communications and telecommunications services, including voice, data, video and internet services.

CONDUIT LEASE

- H. Landlord:** Town of Westlake, Texas
- I. Landlord's Notice Address:**
Town Manager
3 Village Circle
Suite 202, Solana
Westlake, TX 76262
- With copies to:
- Town Attorney
Town of Westlake
Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, TX 75062
- J. Tenant:** Southwestern Bell Telephone Company
d/b/a AT&T Texas ("AT&T").
- K. Tenant's Notice Address:**
ROW Department
13845 FAA Blvd.
Fort Worth, Texas 76155
- L. Rent Payments:** Lump Sum payment of \$33,526.00.
- M. Attachments:** This Lease includes and incorporates by this reference:
- Attachment A: Granada Ductbank Engineering Drawings
Attachment B: Ductbank Access Procedures
- N. Substantial Completion:** Substantial completion of all or a portion of the construction of the Ductbank occurs when the construction of the Ductbank is completed sufficient to enable Tenant to install its facilities located in the Conduit.
- O. Non-exclusion:** This is a non-exclusive Lease in that Landlord may lease other ducts within the Ductbank to other

CONDUIT LEASE

Tenants and Tenants may Lease ducts from other parties within the jurisdiction of the Town of Westlake as permitted by other Leases. Leases entered into with other Tenants may not interfere in any manner with Tenant's ability to provide service to its customers including increasing operational burdens or costs. Leases between the Landlord and its other Lessees must be competitively neutral and non-discriminatory when compared to this Lease provided however the lease rates may vary from lease to lease based on different duct configurations.

ARTICLE 2: ADDITIONAL DEFINITIONS

- A. Conduit:** The term "conduit" refers to a four inch (4") or two inch (2") pipe located within the Ductbank. The conduits leased under and pursuant to this Lease are identified on the As-built Drawings in Attachment A and are referred to herein as the "Conduit."
- B. Cell:** The term "cell" refers to a multi-duct inner-liner within a conduit. The cells leased under and pursuant to this Lease are as indicated on the As-built Drawings in Attachment C and are referred to herein as the "Cells."
- C. Ductbank:** A bank or collection of several Landlord-owned conduits routed from manhole to manhole or pull box.
- D. Facilities:** The term "Facilities" refers to cables, wires and other appurtenances as determined by Tenant which Tenant shall place in Conduit rented hereunder to provide communications and telecommunications services.

ARTICLE 3: TERM AND COMMENCEMENT

- A. Term:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Conduit and/or Cells identified in Article 1, and described in Attachment A for the Term, subject to the other provisions of this Lease. The term of this Lease shall commence on the Commencement Date and end at 11:59 PM on the Expiration Date set forth in Article 1, unless sooner terminated as provided in this Lease. This Lease may be renewed as provided for in Article 4.B.

ARTICLE 4: BASE RENT, RENEWAL AND RATE ADJUSTMENT

- A. Base Rent:** Tenant shall pay Landlord (i) the Base Rent set forth in Article 1 in advance on or before the Commencement Date and yearly on the anniversary date, or (ii) the one time lump sum base rent set forth in Article 1 in advance on or before the Execution of the Lease. The Rate Adjustment set forth in Article 1 shall be applied to the

CONDUIT LEASE

base rent to offset additional costs incurred by the Tenant.

B. Renewal: This Lease may be extended and renewed upon the written consent of both the Landlord and the Tenant, and such consent shall not be withheld by the Landlord without a justifiable cause presented in writing to the Tenant. Tenant shall have a minimum of 180 days from the receipt of such termination notice to discontinue its use of the ductbank. Issues related to the Renewal Fee may be considered a justifiable cause for withholding consent. Tenant may continue to occupy the Conduit leased hereunder after expiration of this Lease and shall pay, subject to refund by the Landlord, a non-discriminatory amount determined by the Landlord until any such disputed Renewal Fee is resolved. Landlord shall refund any Renewal Fee paid by Tenant that is greater than the resolved amount, plus interest at the current rate that Tenant is required to pay on customer deposits, within 30 calendar days of such resolution of the Renewal Fee.

ARTICLE 5: USE AND COMPLIANCE WITH LAWS

A. Use of Conduit: Tenant shall use the Conduit only for the permitted use identified in Articles 1 and 2, and no other purpose whatsoever, subject to the other provisions of this Article and this Lease. Tenant may petition the Landlord to use the Leased Conduit for other purposes, and if technologically feasible, approval shall not be unreasonably denied by the Landlord.

B. Maintenance of Ductbank: Landlord shall at its sole cost maintain the physical structure of the Ductbank, including manholes, and shall provide a clean and safe working environment within the ductbank including the removal of water, mud, animals, insects and other foreign matter, when manholes need to be accessed.

C. Protection of Tenant Facilities within Ductbank: Landlord shall use best efforts to assure that Tenant's Conduit and Facilities within the Ductbank are protected from damage by other tenants and to allow efficient access by the Tenant to its Facilities.

D. Compliance with Laws: The parties shall comply with all laws of the State of Texas and the United States. Nothing in the Lease shall have the effect of eliminating or altering the parties' requirements to comply with all of the ordinances of the Town of Westlake, Chapter 283 of the Texas Local Government Code or Chapter 253 of the federal Telecommunications Act. In the event this Lease, or any of its provisions or the operations contemplated hereunder, are found to be inconsistent with or contrary to any laws (now existing or hereinafter enacted), the law will be deemed to control and, if commercially practicable, this Lease will be regarded as modified accordingly and will continue in full force and effect as so modified. If such modified Lease is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Lease. If the parties are unable to agree on necessary amendments or modifications in order to comply with any laws, then this Lease may be terminated immediately by either party.

CONDUIT LEASE

E. Access. During the Term, and any Extension Term, Landlord will provide Tenant free and unrestricted access for ingress and egress, vehicles, construction materials and equipment, to and from the Tenant's Conduit and Facilities within the Ductbank, 24 hours a day, 7 days a week, 365 days a year, so that Tenant may perform installation, operation, maintenance, replacement, repair or operating improvement and equipment;

F. Landlord shall not permit or suffer any interference with Tenant's free and unrestricted access and right to use Tenant's Conduit and Facilities within the Ductbank;

G. No litigation or governmental, administrative, or regulatory proceeding is pending, proposed or threatened with respect to Tenant's Conduit and Facilities within the Ductbank, including, without limitation, claims of third-parties;

H. Tenant's Conduit and Facilities within the Ductbank are free of any asbestos or asbestos-containing materials and shall remain free throughout the Term and any Extension Term;

ARTICLE 6: INSURANCE, SUBROGATION, WAIVER OF CLAIMS, AND IDEMNIFICATION

A. Required Insurance: Each party shall maintain during the Term of the Lease: Commercial general liability insurance, with limits of \$1,000,000 for personal injury, bodily injury or death, and property damage or destruction (including loss of use thereof), combined single limit for one occurrence, and \$2,000,000 in the aggregate per policy year, with (a) for contractual liability coverage, and (b) inclusion of the other Party as additional insured. Landlord's property damage insurance shall cover the Ductbank and appurtenances to the extent provided or paid for by Landlord, and shall be in the amount of full replacement cost.

B. Certificates and Other Matters: Each Party shall provide the other with certificates evidencing the coverage required hereunder prior to the commencement Date, or Tenant's entry to the Ductbank, whichever first occurs. Tenant shall provide at least thirty days' advanced written notice to landlord of any cancellation or non renewal of any required coverage that is not replaced. Landlord and Tenant shall provide renewal certificates to the other prior to expiration of such policies. Except as provided to the contrary herein, any additional insurance carried by Landlord or Tenant shall be for the sole benefit of the party carrying such insurance. All insurance required hereunder shall be provided by responsible insurers eligible to do business in the State of Texas and shall have a general policy holder's rating of at least A- (A minus) and a financial rating of at least [VII] in the then current edition of Best's Insurance Reports. Each Party disclaims any representation as to whether the foregoing coverage will be adequate to protect Tenant.

C. Self Insurance: The parties to this Lease acknowledge that Tenant may satisfy

CONDUIT LEASE

all requirements of Article 6 by maintaining and providing written evidence to the Landlord of a program of self insurance as permitted by the laws of the State of Texas.

D. Landlord's Liability to Tenant: Landlord's liability to Tenant, if any, for damages alleged pursuant to the obligations, terms, and conditions of this Lease, shall not exceed the insurance amounts in Article 6, Section A, hereto. Nothing contained in this Lease shall waive Landlord's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

E. Tenant's Liability to Landlord: Tenant's liability to Landlord, if any, for damages alleged pursuant to the obligations, terms, and conditions of this Lease, shall not exceed the insurance amounts in Article 6, Section A, hereto. Nothing contained in this Lease shall waive Tenant's defenses or immunities under the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

ARTICLE 7: CASUALTY DAMAGE

A. Restoration:

- (1) The parties shall promptly notify each other of any damage to the Ductbank by fire, trenching equipment, or other casualty. If the Ductbank or any of its appurtenances are damaged by fire or other casualty, Landlord shall use available insurance proceeds to restore the same. Landlord will, in a reasonable amount of time, make every reasonable attempt to restore the Ductbank to substantially the same condition as prior to the casualty.
- (2) In case of damage to the Ductbank, Landlord will make every reasonable attempt to promptly restore the Ductbank. Where Tenant or any of their agents, employees, or contractors were the sole cause of the damage, the Tenant shall pay 100% of the reasonable, actual and direct cost of restoration including but not limited to straight time labor, overtime labor, materials, material expediting fees, and supervision. If Landlord does not initiate repairs within one (1) hour and complete such repairs in a timely manner, Tenant may begin such repairs itself and Landlord agrees to reimburse Tenant the reasonable cost of all such repairs.
- (3) When damage to the Ductbank by casualty has occurred, and when notice and coordination are practicable, the parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles:

CONDUIT LEASE

- a. Emergency service restoration work requirements shall take precedence over other work operations.
- b. Except as otherwise agreed upon by the parties, restoration of lines necessary to alleviate life-threatening situations shall be given the highest priority. Secondary priority shall be give to restoring lines for emergency service providers (e.g., 911, fire, police, and national security and hospital lines). Third priority shall be given to restoring lit fibers of the local service providers, on a rotating basis.. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- c. Landlord shall determine the order of precedence of work operations only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by Landlord on a nondiscriminatory basis in accordance with the principles set forth in this section.

B. Termination of Lease by Landlord: Notwithstanding the foregoing to the contrary, in lieu of performing the restoration work, Landlord may in the event of a total casualty, elect to terminate this Lease by notifying Tenant in writing of such termination within thirty (30) days after the date of damage (such termination notice to include a termination date providing not less than thirty (30) days notice to Tenant). Landlord shall provide a reasonably comparable location within the public right-of-way to relocate those portions of Tenant's facilities that are not accessible or useable by termination. Such reasonable location not include a ductbank, conduit or cells, but, only a physical location in the public right-of-way. In such case, the Tenant shall be entitled to a refund of the prorated portion of the pre-paid rent paid hereunder by Tenant in advance.

C Termination of Lease by Tenant: Notwithstanding Paragraph B above, Tenant may terminate this Lease if Tenant is unable to use all or a substantial portion of the leased Ductbank as a result of fire or other casualty not caused by Tenant or its employees or agents, and (i) such work is estimated to take more than fifteen (15) days, or (ii) Landlord fails to substantially complete restoration work within thirty (30) days from the date the casualty occurred. In order to exercise any of the foregoing termination rights, Tenant must send Landlord at least fifteen (15) days advance notice specifying the basis for termination, and such notice must be given no later than thirty (30) days following the occurrence of the condition serving as the basis for the termination right invoked by Tenant. Upon receipt of termination notice from the Tenant, Landlord shall provide the Tenant with a reasonably comparable location within the public right-of-way for the Tenant to relocate its facilities. Such termination rights shall not be available to Tenant if: (a) Landlord substantially completes their repairs to the Ductbank within Landlord's thirty (30) day period to substantially complete restoration to the damaged

CONDUIT LEASE

portion of the Ductbank, or (b) Landlord permanently provides Tenant with reasonably comparable alternate ducts within the Ductbank route or an alternate route reasonably acceptable to Tenant. Landlord shall reimburse the Tenant the greater of the cost to relocate any Facilities or a prorated portion of the lease payment made in advance.

D. Permits: Landlord shall expedite approval of any required permits due to termination of Lease by either party provided that Tenant complies with all applicable local, state and federal requirements.

ARTICLE 8: MULTI-DUCT AND CONDUIT

Tenant shall conduct a physical inspection of the Conduit prior to accepting the Conduit and installing its Facilities. Once Tenant accepts the Conduit, Tenant accepts the Conduit "as-is." Tenant may install cells, at its discretion, at no cost to the Landlord, subject to submittal of Tenant's plans and specifications for written approval by Landlord.

ARTICLE 9: ASSIGNMENT AND SUBLETTING

A. Transfers: Tenant shall have the right to assign this Lease, provided Tenant notifies Landlord, to (i) an entity which controls, is controlled by or is under common control with Tenant, or (ii) to any entity which succeeds to substantially all of its assets or equity of Tenant, and the assignee executes an agreement assuming this Lease. In addition, notwithstanding anything to the contrary contained herein, Tenant shall have the right to allow third parties the right to transmit signals and/or data over or otherwise use Tenant's Facilities.

B. With respect to all other transfers or assignments of this Lease, Tenant shall not, without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed by Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder.

C. Tenant shall notify Landlord of any such transfer or assignment in writing, which notice shall include: (a) the effective date of the transfer or assignment, (b) the portion of the Conduit to which the Lease transfer or assignment applies, (c) the name, address, and background information concerning the proposed Transferee, (d) an assignment and assumption agreement signed by the Transferee, whereby the Transferee assumes all obligations, terms, and conditions of this Lease relating to the assigned Conduit, and (e) the nature of Transferee's business and proposed use of the Conduit, if different from the Tenant's. Any transfer made without complying with this Article shall, at Landlord's option, be null, void, and of no effect, or shall constitute a Default under this Lease.

D. There shall be no additional compensation demanded or authorized by the Landlord for any Transfer or Assignment of this Lease from either the Tenant or the Transferee that is not specifically addressed in this lease.

CONDUIT LEASE

ARTICLE 10: LANDLORD'S REMEDIES

A. Default: Either party shall be in default hereunder in the event such party has not begun and pursued with reasonable diligence the cure the breach of this Lease within thirty (30) days of the receipt of written notice from the other party of the breach.

B. Remedies:

- (1) Upon the occurrence of any uncured material event or events of default, whether enumerated in this paragraph or not, the non-defaulting party shall have the option to pursue any one or more of the following: (i) terminate this Lease (Tenant's right of use, entry and possession may be terminated only by detainer suit, summary proceedings or other lawful means), (ii) perform whatever obligations the other party is obligated to perform under the terms of this Lease, and to the defaulting party shall reimburse the other party for any reasonable expenses incurred in performing the defaulting party's obligations, (iii) recover any unpaid rent or on a pro-rata basis any pre-paid rent, as the case may be as of the date use is terminated, (iv) recover any unpaid rent which thereafter accrues during the Term from the date use is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants, (v) recover any other reasonable amounts necessary to compensate the non-defaulting party for all damages proximately caused by defaulting party's failure to perform its obligations under this Lease, including reasonable attorney's fees and costs.
- (2) In the event one party terminates the other party's right of use pursuant to this Article, Tenant agrees to remove its facilities within ninety (90) days of termination, or as soon as reasonably practical, if demanded by the Landlord. Should Tenant fail to remove facilities, Landlord may, at the Tenant's expense, remove Tenant's facilities from the Ductbank.
- (3) NEITHER PARTY SHALL BE LIABLE TO OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND LOST REVENUES.

ARTICLE 11: TENANT'S REMEDIES

A. Default: Landlord shall be in default hereunder in the event Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations hereunder within thirty (30) days of the receipt by Landlord of written notice from Tenant of the alleged failure to perform.

CONDUIT LEASE

B Remedies: Upon the occurrence of any event or events of default by Landlord, whether enumerated in this paragraph or not, Tenant shall have the option to pursue any one or more of the following: (i) termination of this Lease; and (ii) exercising all other remedies available to Tenant at law or in equity, including without limitation, injunctive relief of all varieties. Notwithstanding the foregoing, if (i) Landlord's default hereunder creates an emergency or creates conditions which if uncured will impair or impede Tenant's ability to provide telecommunications services, and (ii) Landlord has not commenced or does not diligently proceed to cure such default, then Tenant may, after two (2) business day's written notice to Landlord, take whatever actions are necessary to commence curing the default(s), and Landlord agrees to reimburse Tenant for any reasonable expenses incurred in effecting compliance with Landlord's obligations, including reasonable attorney's fees and costs.

ARTICLE 12: CONFIDENTIALITY AND PROPRIETARY INFORMATION

A. In connection with this Lease, either party may furnish to the other certain information that is marked or otherwise specifically identified as proprietary or confidential ("Confidential Information"). This Confidential Information may include, among other things, private easements, licenses, utility agreement Leases, permits, other right-of-way granting documents, specifications, designs, plans, drawings, data, prototypes, and other technical and/or business information. For purposes of this Section, the party that discloses Confidential Information is referred to as the "Disclosing Party" and the party that receives Confidential Information is referred to as the "Receiving Party". If the Receiving Party is the Landlord, the Landlord shall fully comply with the Texas Public Information Act (formerly the "Texas Open Records Act"), including requesting a decision from the Attorney General regarding the confidentiality of the requested Confidential Information, to protect the release of confidential or proprietary information, and will promptly notify the Disclosing Party of such request for disclosure.

B. When Confidential Information is furnished in tangible form, the Disclosing Party shall mark it as proprietary or confidential. When Confidential Information is provided orally, the Disclosing Party shall, at the time of disclosure or promptly thereafter, identify the Confidential Information as being proprietary or confidential.

C. With respect to Confidential Information disclosed under this Lease, the Receiving Party and its employees shall:

- (1) To the extent allowed by law, hold the Confidential Information in confidence using procedures no less stringent than those used with respect to its own proprietary, confidential and private information of a similar nature, subject to the terms of this Lease. For the purpose of this Article 12, Landlord shall comply with any ruling made by the Texas Attorney General pursuant to the Texas Public Information Act. Landlord shall not be required to take any action beyond this section to keep information confidential;

CONDUIT LEASE

- (2) restrict disclosure of the Confidential Information solely to those of its employees who have a need to know in connection with the performance of this Lease, and not disclose the Confidential Information to any other person or entity except as required by law;
- (3) advise those employees of their obligations with respect to the Confidential Information;
- (4) use the Confidential Information only in connection with the performance of this Lease, except as the Disclosing Party may otherwise agree in writing except as allowed by law;
- (5) promptly notify the Disclosing Party of the request for the Confidential Information

D. Upon written request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in tangible form, except that each party's legal counsel may retain one copy in its files solely to provide a record of such Confidential Information for archival purposes. If the Receiving Party loses or makes an unauthorized disclosure of Confidential Information, it shall notify the Disclosing Party and use reasonable efforts to retrieve the Confidential Information.

E. The Receiving Party shall have no obligation to preserve the proprietary nature of Confidential Information which:

- (1) was previously known to the Receiving Party free of any obligation to keep it confidential; or
- (2) is or becomes publicly available by means other than unauthorized disclosure; or
- (3) is developed by or on behalf of the Receiving Party independently of any Confidential Information furnished under this Lease; or
- (4) is received from a third party whose disclosure does not violate any confidentiality obligation.

F. Unless required by law, neither party shall disclose the other party's customer Confidential Information to any third party (even if under contract to that party) or to any personnel of the party responsible for publicity or for end user sales or marketing.

G. If the Receiving Party is required to disclose the Disclosing Party's Confidential Information by an order or lawful process of a court or governmental body, the Receiving Party shall promptly notify the Disclosing Party, and shall cooperate with the Disclosing Party in seeking reasonable protective arrangements before the Confidential Information is produced.

CONDUIT LEASE

ARTICLE 13: REPRESENTATIONS AND WARRANTIES

A. Each party represents and warrants that: (i) it has full right and authority to enter into, execute, deliver, and perform its obligations under this Lease; and (ii) its execution of and performance under this Lease shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal governmental agency, court or body.

B. Landlord further represents and warrants that: (i) it has all rights and authorizations necessary to construct the Ductbank and to lease Conduit to Tenant; (ii) that it has obtained any and all real property rights necessary to install the Ductbank and to enter upon the property on which the Ductbank is located, and to permit Tenant to enter. Landlord shall use best efforts to maintain such rights throughout the Term. If Landlord fails to obtain and/or cause to remain effective throughout the term of this Lease all required real property rights necessary for Tenant's use of the Ductbank, Tenant may terminate the Lease, without further obligation, by giving the Landlord thirty (30) days written notice. In the event of such termination, Landlord shall provide a reasonably comparable location within the public right-of-way to relocate those portions of Tenant's Facilities that are not accessible or useable as a result of such a termination. Such reasonable location may not include a ductbank, conduit or cells, but, only a physical location in the public right-of-way. In such case, the Tenant shall be entitled to a refund of the prorated portion of the lease payment made in advance.

ARTICLE 14: VENUE AND GOVERNING LAW

This Lease shall be governed by the laws of the State of Texas and any applicable Federal law. This Lease will be enforceable in Tarrant County, Texas; if legal action is necessary to enforce this Lease, venue will lie in Tarrant County, Texas, with the U.S. District Court for the Northern District of Texas, or with any regulatory body of competent jurisdiction; e.g., the Public Utility Commission of Texas, the Federal Communications Commission.

ARTICLE 15: FORCE MAJEURE

Neither Landlord or Tenant, as the case may be, shall be liable or responsible for any damages or delays in performance due to strikes, riots, acts of God, any act of terror or civil disturbance, shortages of labor or materials, war, or any other cause whatsoever beyond the control of Landlord or Tenant, as the case may be.

ARTICLE 16: ENTIRE LEASE

This Lease, together with the Attachments and other documents listed in Article 1 (WHICH ARE HEREBY COLLECTIVELY INCORPORATED HEREIN AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH), contains all the terms and provisions between Landlord and Tenant relating to the matters set forth herein and no prior or contemporaneous Lease or understanding pertaining to the same shall be of any

CONDUIT LEASE

force or effect, except for any such contemporaneous written Lease specifically referring to and modifying this Lease and signed by both parties. TENANT HAS RELIED ON TENANT’S INSPECTIONS AND DUE DILIGENCE IN ENTERING THIS LEASE, AND NOT ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OR SUITABILITY OF THE DUCTBANK FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER NOT EXPRESSLY CONTAINED HERE. This Lease, including the Exhibits referred to above, may not be modified, except in writing signed by both parties. Without limitation as to the generality of the foregoing, Tenant hereby acknowledges and agrees that Landlord’s leasing agents and field personnel are only authorized to show the Ductbank and potential routes and negotiate terms and conditions for leases subject to Landlord’s final approval, and are not authorized to make any Leases, representations, understandings or obligations binding upon Landlord respecting the condition of the Ductbank, suitability of the same for Tenant’s business, or any other matter, and no such Leases, representations, understanding or obligations not expressly contained herein or in such contemporaneous Lease shall be of any force or effect. IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first set forth above.

LANDLORD: TOWN OF WESTLAKE, TEXAS

By: _____
Thomas E. Brymer, Town Manager

TENANT: Southwestern Bell Telephone Company
d/b/a AT&T Texas (“AT&T”).

CERTIFICATE

I, _____, as _____ of the aforesaid Tenant, hereby certify that the individual(s) executing the foregoing Lease on behalf of Tenant was/were duly authorized to act in his/their capacities as set forth above, and his/their actions(s) are the action of Tenant.

(Corporate Seal) _____

CONDUIT LEASE

ATTACHMENT A

**Granada As-Built
DuctBank Drawings**

CONDUIT LEASE

ATTACHMENT B

Operations approves of these procedures

DUCTBANK ACCESS PROCEDURES

Town of Westlake
NOC Procedures

Procedure No.: 5.3
DRAFT

Page:

Procedure:
DUCTBANK ACCESS

Prepared by: B. Eisenrich
Approved:

Date:

Revision Date:

Revision:

3.1.1 SCOPE

This procedure defines the means and methods of access the Town’s ductbank system.

3.1.2 RESPONSIBILITIES

The Landlord or his designee is responsible for establishing, approving, and managing an organization to operate an access request system and provide escort services during tenant access to the ductbank system

3.1.3 PROCEDURE

3.1.3.1 GENERAL

All access to the ductbank system must be granted through the means of an Access Request. Upon granting of access to a point in the ductbank system, an authorized representative of the Town must observe tenant access at all times.

In an emergency situation Tenant, after attempting to notify the Landlord or his designee, is permitted to access the ductbank in order to begin emergency repairs without an Access Request. The Landlord or his designee will provide access within one (1) hour of notification by Tenant of the emergency condition.

3.1.3.2 AUTHORIZED ACCESS LIST

The Landlord or his designee is responsible for maintaining an Authorized Access List for Tenants and Tenant’s subcontractors including emergency contact phone numbers, pager numbers, etc. The Tenant is responsible for providing up to date information, revisions, and corrections to the Landlord or his designee.

CONDUIT LEASE

3.13.2. ACCESS REQUEST

Except in an emergency situation, an access request form must be filled out and submitted to the Landlord or his designee prior to accessing the ductbank system. The access request form shall include the following:

1. Name and Company of requestor,.
2. Name of Company representing if requestor is a subcontractor.
3. Authorizing contact for Tenant.
4. Date and time of request.
5. Date and Time access is needed.
6. Reason for access.
7. Traffic control plan where access points are in or near roadways.
8. Where there is Restricted Entry, a safety and emergency plan shall be included.

See Exhibit 3.1.3.-1 - Access Request Form

In an emergency situation only, Tenant shall call the Town of Westlake at (817) 680-1422. This number may be changed as appropriate by written notice to Tenant.

**Town of Westlake
NOC Procedures**

**Procedure No.: 5.3
DRAFT**

Page:

**Procedure:
DUCTBANK ACCESS**

**Prepared by: B. Eisenrich
Approved:**

Date:

Revision Date:

Revision:

3.1.2.2. APPROVAL

Once an access request is received by the Landlord or his designee, the Landlord or his designee shall verify the validity of the access request. This shall only include verifying the requestor against the Authorized Access List. If the requestor is on the authorized list, the requestor shall be granted access.

If the requestor is not on the authorized Access List, Landlord or his designee shall contact the Tenant's representative for written authorization prior to granting access.

In the event of an emergency, if notice by Tenant is practical under the circumstances, the Landlord or his designee may grant access to non-authorized personnel upon verbal authorization of the Tenant's emergency contact.

The Landlord or his designee shall provide access within two (2) hours during normal business hours (8am – 5 pm Monday-Friday, excluding published Landlord holidays) and within one (1) hour during emergency restoration requirements.

CONDUIT LEASE

3.1. 3.4 ESCORT

The Tenant's representative performing work shall be escorted at all times by an authorized representative of the Town. The Town representative shall be responsible for witnessing that the persons requiring access work on only the proper media at the access point. The Escort may not in any way inhibit the Tenant's employee(s) or contractor(s) from performing work.

3.1.3.5 RESTRICTED ENTRY

In accordance with State and Federal Occupational and Safety Laws, access to manholes within the system is considered Restricted Entry. As such, Tenant's representatives shall follow all State and Federal requirements for Restricted Entry. The granting of access by the Town also grants restricted access. However, the Town does not assume responsibility or liability for Tenant's representatives' health and welfare. Job safety is the responsibility of the Tenant's representative's health and welfare. Job safety is the responsibility of the Tenant's representative. Landlord shall be responsible for maintaining the ductbank in a safe condition as well as providing a clean and safe work area within the ductbank.

Town personnel are authorized to enter manholes. Town personnel will monitor work in manholes from the surface. Town personnel are prohibited from performing any maintenance, repair, or other activity to, or affecting, the Tenant's facilities within the ductbank.

3.1.3.6 WORK ON CABLES

The Town's representative shall log all personnel involved, start time, end time and any other information that may be deemed necessary.

3.1.4 EXHIBITS

3.1.2.-1 Access Request Form (to follow)

3.1.3.-2 Ductbank Access Observation Form (to follow)



TYPE OF ACTION

Regular Meeting - Consent

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Consider approval of a Resolution renewing Blue Cross/Blue Shield as the Town’s Health insurance carrier and MetLife as the Town’s dental insurance carrier for 2016.

STAFF CONTACT: Todd Wood, Director of HR & Administrative Services
Amanda DeGan, Assistant Town Manager

Strategic Alignment

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

Time Line - Start Date: January 1, 2016 **Completion Date:** December 31, 2016

Funding Amount: \$374,592 **Status -** **Funded** **Source - General Fund**

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

In October 2015, the Town Council approved the annual health insurance renewal for municipal employees. In an effort to align the plan year from November 1st to January 1st of each year, a second RFP was issued in late October. As quotes from health insurance carriers are valid for 60 days, a second RFP was required to obtain valid pricing for a January 1st effective date. Submissions were reviewed with the consideration of the Town’s financial capacity and the desire to continue providing the most competitive and cost-effective coverage to our employees. The Town received bids from five insurance carriers, and these bids were evaluated using criteria from our employee benefit survey to determine the best selection. Factors that were considered included the following:

- Premium cost (employer and employee)
- Coverage for major items and preventative care
- Provider Network Quality
- Schedule of Plan benefits
- Stability/experience of the company providing the insurance
- Out-of-pocket expense exposure to employee

The Senior Leadership Team recently met to discuss five (5) comparable health plan options. The options that were considered included plans from Blue Cross/Blue Shield, Aetna, Humana, United Health Care, and Scott & White. 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 decrease of approximately 3.5% compared to the November 2015 renewal. After review of this bid and those from other carriers, staff recommends continuing with Blue Cross/Blue Shield as our health insurance provider. Staff also recommends that our current dual-option HMO/PPO plan be changed to a single-option PPO plan. Currently, no employees are enrolled in the HMO plan, which does not provide a comparable level of benefits to the PPO plan. The approximate annual cost of the Blue Cross/Blue Shield PPO plan is \$374,592 for the Town, which is approximately 8% less than estimates included in the FY 15/16 budget. The total annual estimated cost of the plan including employee contributions for dependent coverage is \$469,872.

Dental insurance was also evaluated, utilizing quotes from our current carrier as well as the quotes that were included with health insurance bids. After evaluation of these bids, staff recommends retaining the current dental plan with MetLife. MetLife has agreed to extend our current pricing through December 2016, which aligns the plan year for dental insurance to January 1st. The approximate annual cost of the MetLife dental plan is \$24,405 for the Town, which is approximately 1% less than estimates included in the FY 15/16 budget. The total annual estimated cost of the plan including employee contributions for dependent coverage is \$33,357.

RECOMMENDATION

Approve renewal of the current PPO health insurance plan with Blue Cross/Blue Shield and the current dental insurance plan with MetLife, effective January 1, 2016.

ATTACHMENTS

Resolution

TOWN OF WESTLAKE

RESOLUTION 15-33

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 AND METLIFE AS THE TOWN'S DENTAL INSURANCE CARRIER.

WHEREAS, Town of Westlake desires to maintain a comprehensive health and dental insurance benefits 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 January 1, 2016, with an estimated annual employer cost of \$374,592 and a total estimated annual cost of \$469,872.

SECTION 3: That, the Westlake Town Council hereby approves the renewal of MetLife as the Town dental insurance carrier for a twelve (12) month period, beginning January 1, 2016, with an estimated annual employer cost of \$24,405 and a total estimated annual cost of \$33,357.

SECTION 4: If any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 5: That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 16TH DAY NOVEMBER, 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 - Action Item

**Westlake Town Council
Monday, November 16, 2015**

TOPIC: Conduct a public hearing and consider a recommendation regarding a zoning change amending the PD 1-2 zoning district regulations for the development known as Entrada located at Hwy 114 and FM 1938/Davis Blvd.

STAFF CONTACT: Eddie Edwards, Director of Planning and Development

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 9, 2015 **Completion Date:** December 14, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

The current zoning contains design guidelines which are included in several exhibits attached to, and referenced by, the PD zoning ordinance; however, they are very conceptual in nature and lack enforceability. The proposed design guidelines are specific, quantifiable, and provide predictability for both the regulator and the regulated. These design guidelines are the most powerful tool that the town has to insure that the development is built to the high standards discussed and agreed to during the zoning process.

RECOMMENDATION

The developer has requested review and reconsideration of the design guidelines that staff is proposing. The design guidelines have not been finalized and Staff recommends that the Public Hearing be tabled and continued until the December 1, 2015 Planning & Zoning Commission hearing before making a recommendation and December 14, 2015 for Town Council action.

ATTACHMENTS:

None.



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Conduct a public hearing and consider a recommendation regarding an application for a PD site plan for a portion of the PD 1-2 Planning Area, shown as area N (CVS) Lot on the southwest corner of the Entrada Development) on the Preliminary Plat.

STAFF CONTACT: Eddie Edwards, Director of Planning and Development

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: January 5, 2015 **Completion Date:** January 26, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

A PD site plan is required as a condition of the Planned Development zoning for this property. The PD Site Plan approval process gives the Planning and Zoning Commission the ability to approve or deny a plan based on quantifiable criteria as well as the subjective criteria contained within the PD zoning for this property. The PD 1-2 zoning ordinance gives the developer a great deal of latitude with regards to lot layout and design and encourages the developer to be creative and build a unique development, but it also gives the town opportunities to verify that the

proposed development will reflect what was presented by the developer and agreed to by all when the zoning was originally approved.

RECOMMENDATION

Staff recommends tabling and continuing the public hearing to the December 14, 2015 Town Council meeting **as the submitted materials and review of the site plan are not yet finalized. In addition, the Master Landscape plan and the Lighting plan as required in Ordinance 720, which was approved on the 28th of October, 2013, has not been approved**

ATTACHMENTS

None.



TYPE OF ACTION

Regular Meeting - Action Item

**Westlake Town Council Meeting
Monday, November 16, 2015**

TOPIC: Conduct a public hearing and consider a recommendation regarding an application for approval of a Final Plat of a portion of the PD 1-2 Planning Area, shown as Area N (southwest corner of the Entrada development) on the Preliminary Plat.

STAFF CONTACT: Eddie Edwards, Director of Planning and Development

Strategic Alignment

<u>Vision, Value, Mission</u>	<u>Perspective</u>	<u>Strategic Theme & Results</u>	<u>Outcome Objective</u>
Planned / Responsible Development	Citizen, Student & Stakeholder	High Quality Planning, Design & Development - We are a desirable well planned, high-quality community that is distinguished by exemplary design standards.	Preserve Desirability & Quality of Life
<u>Strategic Initiative</u>			
Outside the Scope of Identified Strategic Initiatives			

Time Line - Start Date: November 9, 2015 **Completion Date:** December 14, 2015

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

EXECUTIVE SUMMARY (INCLUDING APPLICABLE ORGANIZATIONAL HISTORY)

This section is located at the southwest corner of the Entrada development. In accordance with State law, a Final Plat must be approved and filed with the county prior to issuing a building permit. The Town of Westlake requires that, prior to the approval and filing of a Final Plat, all of the infrastructure improvements must be installed and accepted by the Town. As an alternative to the infrastructure being accepted, a Developer's Agreement, along with any

associated legal instruments guaranteeing completion of the improvements, may be executed if approved by the Town Council.

The Developer's agreement has not been completed to staff's satisfaction at this time.

RECOMMENDATION

With the infrastructure not complete nor accepted, and lacking a satisfactory Developer's Agreement for the Town Councils approval, the application for approval of the Final Plat is considered to be incomplete and staff recommends denial or allowing the applicant to withdraw their final plat submittal. APPLICANT WITHDREW THEIR APPLICATION.

ATTACHMENTS:

None.

Town of Westlake

Item # 8 – Executive Session

EXECUTIVE SESSION

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

Town of Westlake

Item # 9 – Reconvene
Meeting

Town of Westlake

Item # 10 – Take any Necessary Action, if necessary

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

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

Town of Westlake

Item #11 - Future Agenda Items

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

None

Town of Westlake

Item # 12 –
Adjournment
