



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262



Town Council/Board of Trustees Agenda

Monday, November 6, 2023

4:00 PM

Council Chamber

AMENDED AGENDA

The Town Council of the Town of Westlake serves as the governing Board for Westlake Academy. This agenda may contain both municipal and Westlake Academy items, which will be clearly identified. In an effort of transparency, this meeting will be viewable to the public via Live Stream and also available for viewing after the meeting. In an effort of meeting efficiency, any residents wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. (Speaker request forms are available online)

A. CLOSED EXECUTIVE SESSION (4:00 P.M.)

- A.1. 23-217** The Town Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
- a) Section 551.071(2): Consultation with Attorney to seek advice of counsel regarding the Entrada Public Improvement District (PID);(Westlake Academy Special Education Procedures); and (Builders Recovery Services BRS Litigation); and Compliance with Governance Roles
 - b) Section 551.072: Deliberation regarding the Purchase, Exchange, Lease, or Value of Real Property (I.O.O.F. Westlake Cemetery); and
 - c) Section 551.074 (a)(1) Deliberation regarding personnel matters: To deliberate regarding Westlake Academy (Head of School)

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

C. REGULAR MEETING – Call to Order (6:15 P.M.)

D. PLEDGE OF ALLEGIANCE

E. CITIZEN/PARENT COMMENTS:

This is an opportunity for citizens to address the Town Council or Board of Trustees on any matter, whether or not it is posted on the agenda. Any residents wishing to speak on action items must submit a speaker request form to the Town Secretary. (Best practice is to submit the speaker form prior to the start of the meeting.) If your questions are satisfied, you may

choose not to speak. Individual citizen comments are normally limited to three (3) minutes with a maximum of (15) minutes on the same topic item; however, time limits can be adjusted by the presiding officer. The presiding officer may ask the citizen to hold their comment on an agenda item if the item is posted as a Public Hearing. The Town Council and Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Town Council and Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

F. 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

G. CEREMONIAL ITEMS:

These items have been discussed by Town Council and scheduled to be placed on future Council Agendas allowing for adequate time for staff preparation on the agenda item.

- G.1. [23-275](#)** Ceremonial item recognizing Travis Livingston for his promotion to Lieutenant for the Westlake Fire Department (John Ard, Fire Chief)

H. REPORTS:

- H.1. [23-257](#)** Receive a report from Texas House of Representatives Giovanni Capriglione (Sean Kilbride, Mayor)
- H.2. [23-239](#)** Receive a Quarterly Report from the Texas Student Housing Authority (Cayce Lay Llamas, Finance Director)

I. CONSENT AGENDA:

All items listed below are considered routine by the Town Council and/or Board of Trustees and will be enacted with one motion. There will be no separate discussion of items unless a Council/Board 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.

- I.1. [23-274](#)** Consider approval of Town Council Board of Trustees Meeting Minutes from the following meeting(s): October 9, 2023 (Regular Meeting); and take appropriate action (Amy Piukana, Town Secretary)
- I.2. [23-280](#)** Consider approval of changes to compensation plan for special education position(s); and take appropriate action (Caryolyn Anderson, Interim Head of School)
- I.3. [RES 23-62](#)** Consider approving Resolution 23-62 authorizing an Engagement Letter with McCall Parkhurst & Horton for Public Improvement District Review; and take appropriate action (Wade Carroll, Town Manager)

- I.4. [23-273](#) Consider approving an Interlocal Agreement with the City of Denton; and take appropriate action (Kyle Flanagan, Deputy Director of Public Works)

J. REGULAR AGENDA ITEM(S)

- J.1. [ORD-983](#) Discuss and consider approving the suggested intersection change submitted by Teague Nall and Perkins Engineering firm and adopt Ordinance 983 to add stop signs at Randol Mill and Dove intersection replacing current yield signs, approve quotes from Stripe-A-Zone for restriping and Smith Lawn and Tree for tree removal and the associated budget amendment for unbudgeted work; and take appropriate action (Wade Carroll, Town Manager)
- J.2. [23-278](#) Discuss intersection safety and possible intersection improvements for the intersection of Solana Blvd and Granada/Cortez; and take appropriate action (Wade Carroll, Town Manager)
- J.3. [23-279](#) Discuss and give staff direction on possible improvements to the crosswalk crossing at Ottinger Road near Westlake Academy; and take appropriate action (Wade Carroll, Town Manager)
- J.4. [23-288](#) Consider approving expenditure of funds to Wildstone Construction LLC in an amount not to exceed \$75,000 for emergency repairs to a public water line at Westlake Academy and the 20 inch supply line from the City of Ft. Worth; and take appropriate action (Wade Carroll, Town Manager)
- J.5. [RES 23-55](#) Consider approving Resolution 23-55 authorizing the Town Manager to extend the licensing of the current network security hardware for two additional months at a total cost of \$11,467.94; and to lease network security equipment, licensing, software, services, maintenance, and support in an amount not to exceed \$80,000 per year for 3 years; and take appropriate action. (Jason Power, Director of Information Technology)
- J.6. [23-287](#) Consider approving purchase of Supervisory Control and Data Acquisition (SCADA) System for a price not to exceed \$319,000.00; and take appropriate action (Kyle Flanagan, Deputy Director of Public Works)
- J.7. [WA RES 23-24](#) Consider approving WA Resolution 23-24 for an Alternate Attendance Time on Late Start Wednesdays; and take appropriate action (Darcy McFarlane, Accountability Director)
- J.8. [WA RES 23-25](#) Consider approving WA Resolution 23-25 to authorize payment to Counselor for services rendered in 2022-23 AP Testing and amend the fiscal year 2023-24 employee compensation plan; and take appropriate action (Dr. James Owen, High School Principal)
- J.9. [WA RES 23-26](#) Consider approving WA Resolution 23-26 to authorize payment to Theory of Knowledge teacher for CAS duties in school year 2023-24 and amend

the fiscal year 2023-24 compensation plan; and take appropriate action (Dr. Owen, High School Principal)

J.10. [23-285](#) Discussion regarding Westlake Academy Affiliate Policies (Janet Bubert, School Attorney)

J.11. [WA RES 23-22](#) Consider approving WA Resolution 23-22 approving the second year of a two-year contract with Dickson Educational Services for PEIMS support; and take appropriate action (Darcy McFarlane, Accountability Director)

K. COUNCIL RECAP/STAFF DIRECTION

L. FUTURE AGENDA ITEMS:

These items have been discussed by Town Council and scheduled to be placed on future Council Agendas allowing for adequate time for staff preparation on the agenda item .

M. 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 TEXAS GOVERNMENT CODE.

CERTIFICATION

I certify that the above notice was posted on the bulletin board at Town of Westlake, Town Hall, located at 1500 Solana Blvd., Building 7, Suite 7100, Westlake, TX 76262, in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Amy M. Piukana, Town Secretary

Disabilities Notice: If you plan to attend the meeting and have a disability that requires special needs, please contact the Town Secretary's Office 48 hours in advance at Ph. 817-490-5711 and reasonable accommodations will be made to assist you.



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: 23-217

Agenda Date: 11/6/2023

Agenda #: A.1.

TOWN STAFF REPORT RECCOMENDATIONS

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

- a) Section 551.071(2): Consultation with Attorney to seek advice of counsel regarding the Entrada Public Improvement District (PID);(Westlake Academy Special Education Procedures); and (Builders Recovery Services BRS Litigation); and Compliance with Governance Roles
- b) Section 551.072: Deliberation regarding the Purchase, Exchange, Lease, or Value of Real Property (I.O.O.F. Westlake Cemetery); and
- c) Section 551.074 (a)(1) Deliberation regarding personnel matters: To deliberate regarding Westlake Academy (Head of School)



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Staff Report

File #: 23-275

Agenda Date: 11/6/2023

Agenda #: G.1.

TOWN STAFF REPORT RECCOMENDATIONS

Ceremonial item recognizing Travis Livingston for his promotion to Lieutenant for the Westlake Fire Department (John Ard, Fire Chief)

STAFF: John Ard, Fire Chief

BACKGROUND:

Travis Livingston was hired as a firefighter at the Westlake Fire EMS Department in April 2020. He has been serving the public over the last 12 years in 4 different communities. He first volunteered as a firefighter in the City of Frisco. He was then hired to a full-time firefighter position in the City of Midlothian before serving in the City of Allen and now the Town of Westlake.

Travis achieved the rank of Driver/Engineer for the Westlake Fire EMS Department in 2021. Before entering the fire service Travis completed his Bachelor's degree in Business Administration from Stephen F. Austin State University. Travis holds numerous certifications from the Texas Commission on Fire Protection including Fire Officer III, Fire Instructor III, Driver/Operator - Pumper, Driver/Operator - Aerial, Hazmat Technician, Incident Safety Officer, and Hazmat Incident Commander. Additionally, Travis serves as an adjunct instructor for the fire science department at North Central Texas College. Tonight, he is joined by his family. His wife, Torin. His two sons, Nolan and Lane. His mother, Terri. His father, Don. His brother, Tyler and his grandmother, Lucille.

TOWN COUNCIL ACTION/OPTIONS:

Ceremonial items conducted will be the Oath of Office, Badge Pining, and light refreshments in honor of Lieutenant Travis Livingston.



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Staff Report

File #: 23-257

Agenda Date: 11/6/2023

Agenda #: H.1.

TOWN STAFF REPORT RECCOMENDATIONS

Receive a report from Texas House of Representatives Giovanni Capriglione (Sean Kilbride, Mayor)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

Texas House Member Representative Giovanni Capriglione was elected to the Texas House of Representatives in 2012 and is serving his sixth term representing District 98 which encompasses all or part of Grapevine, Colleyville, Southlake, Keller, Westlake, and Euless. He currently serves as Chairman of the House Committee on Pensions, Investments & Financial Services, is a member of the House Committee on Elections, and the House Select Committee on Youth Health and Safety. He also serves as Chairman of the Innovation & Technology Caucus and chairman of the Tarrant County Delegation.

Please welcome Giovanni Capriglione to Westlake as he provides our community with an update.



Town of Westlake

Staff Report

1500 Solana Blvd
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File #: 23-239

Agenda Date: 11/6/2023

Agenda #: H.2.

TOWN STAFF REPORT RECCOMENDATIONS

Receive a Quarterly Report from the Texas Student Housing Authority (Cayce Lay Llamas, Finance Director)

STAFF: Tracy Harrow Executive Director TSHA

BACKGROUND:

Executive Director Tracy Harrow with Texas Student Housing Authority will be available to provide a report and/or presentation on quarterly updates.



Quarterly Update

TEXAS STUDENT HOUSING AUTHORITY

PRESENTATION PROVIDED BY: EXECUTIVE DIRECTOR





BOARD MEMBERS

- SCOTT BRADLEY-PRESIDENT
- RICHARD MUELLER-DIRECTOR
- JAMES KREKOW-TREASURER
- PAULA PETERSEN-SECRETARY
- MARK HARROW-DIRECTOR
- DAHLIA HASSANI-DIRECTOR



PURPOSE

- OUR PURPOSE IS TO PROVIDE UNIVERSITY HOUSING SCHOLARSHIPS TO GRADUATES OF TEXAS HIGH SCHOOLS AND COMMUNITY COLLEGES. THE SCHOLARSHIPS ARE AWARDED FOR STUDENTS ATTENDING COLLEGE IN DENTON AND COLLEGE STATION.

KEY ACHIEVEMENTS

- AWARDED \$210,000 IN STUDENT SCHOLARSHIPS FOR THE FALL 2023 AND SPRING 2024. 4 WESTLAKE ACADEMY STUDENTS ACCEPTED.
- HELD 3 BOARD MEETINGS IN 2023.
- CAMBRIDGE HALL RENOVATIONS HAVE BEEN COMPLETED.
- PLEASE VISIT THE WEBSITE FOR PHOTOS OF THE RENOVATIONS.
- WWW.CAMBRIDGEHALLCS.COM



WHAT'S NEXT

- RENOVATIONS IN BUILDING 13 AT THE RIDGE OF NORTH TEXAS HAVE BEEN COMPLETED.
- PLANS ARE UNDERWAY FOR RENOVATIONS OF THE ENTIRE PROJECT.



QUESTIONS ?



Town of Westlake

Staff Report

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File #: 23-274

Agenda Date: 11/6/2023

Agenda #: I.1.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approval of Town Council Board of Trustees Meeting Minutes from the following meeting(s): October 9, 2023 (Regular Meeting); and take appropriate action (Amy Piukana, Town Secretary)

STAFF: Amy M. Piukana, Town Secretary

BACKGROUND:

The Town Council Board of Trustees shall review and approve the proposed draft minutes. Once approved, the Town Secretary shall make available to the public and follow all records management procedures required by the State.

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny



Town of Westlake

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Town Council/Board of Trustees Meeting Minutes

Monday, October 9, 2023

4:00 PM

Council Chamber

Present: Mayor Sean Kilbride, Mayor Pro Tem David Quint, Council Member Kim Greaves, Council Member Anna White, and Victor Sansone III

Absent: Council Member Tim Shiner

A. WORK SESSION – Call to Order (4:00 P.M.)

Mayor Kilbride called the meeting to order at 4:00 p.m.

A.1. 23-254 Initial discussion regarding a Strategic Plan for Westlake Academy and the Town of Westlake (Mayor Kilbride)

Town Manager Wade Carroll briefed Town Council regarding this item.

The Town Council discussed the 2017 strategic plan date and the need to renew every 3 years, approving by Ordinance, initial stage of internal completion, the need for breakout sessions and workshops to take a deeper dive, comprehensive plan, school size, and consideration of future growth with land north of 170.

Mayor Pro Tem Quint tasked the Town Manager with identifying gaps to help Council identify specific needs.

Mayor Kilbride recessed for a break at 4:15 p.m.

B. REGULAR MEETING – Call to Order (4:30 P.M.)

Mayor Kilbride called the meeting to order at 4:30 p.m.

C. PLEDGE OF ALLEGIANCE

Mayor Kilbride led the Pledge of Allegiance and Pledge to the Texas Flag.

D. CITIZEN/PARENT COMMENTS:

None

E. ITEMS OF COMMUNITY INTEREST:

Director of Communications Jon Sasser provided a report on items of community interest.

F. REPORTS:**F.1. 23-262 Receive an Update from Hugo's Restaurant Representative (Wade Carroll, Town Manager)**

Director of Planning and Development Ron Ruthven introduced Mark Campbell with Hugo's Restaurant.

Mr. Campbell briefed the Town Council noting he is targeting a Feb 2024 opening and his plans have been submitted and are awaiting permit approval.

The Town Council discussed the Developer's experience with working with the Town of Westlake, the delay in moving forward (*Mr. Campbell noted kitchen and catering equipment incurred delays*), and valet parking.

Mr. Ruthven noted the applicant is requesting a change with the proposed breezeway enclosure which would add 4,000 sq. ft. of additional enclosed space. He asked for direction if this could be approved Administratively or if it needs to be reviewed by the Planning and Zoning Commission.

The Town Council discussed, effects of proposed changes, fire safety, building accessibility and parking.

After discussion, the consensus of the Town Council was to allow Mr. Ruthven to administratively approve these amendments.

F.2. 23-211 Receive a report on Westlake Academy parent and student survey results (Jon Sasser, Director of Communications)

Communications Director Jon Sasser briefed Town Council regarding this item.

The Town Council discussed group responses, need to ensure fact-based data, need to review attrition and percentage of families leaving, consider the creation of a Task Force to break this down the data to improve.

Council Member White recommended annual surveys in May or June of every year.

F.3. 23-253 Receive a Quarterly report from the Westlake Academy Foundation Board (Shelly Myers, Executive Director)

Mayor Kilbride noted the WAF Board Liaison was not in attendance this evening. The Town Council discussed the Foundation, benefits, affiliate relationships, need for better communication, financial component to the updates, communication style, partnership, and requirements for separate affiliate organizations on reporting.

Westlake Academy School Attorney Janet Bubert explained two items to consider: 1) the structure of the Foundation (support to Town), as a separate nonprofit organization, and 2) board members sit on the board at the will of the Council. She noted all these requirements are included within the bylaws. She further stated the Westlake Academy Foundation acts separately and exists as a nonprofit organization. Therefore, they must provide the public with access to financial information.

The Town Council discussed expectations and oversight, memorandum of understanding (*split position half time foundation and half time for the Westlake Academy as Director of Development*), Public Funds Investment Act operations, clear goals and partnership with the Board, and the need to clean up affiliate agreements identifying clear expectations.

G. CONSENT AGENDA:

Mayor Pro Tem Quint requested Item G.2 be pulled off Consent to allow for discussion. (See item G.2)

- G.1. 23-268 Consider approval of Town Council Board of Trustees Meeting Minutes from the following meeting(s): September 25, 2023 (Regular Meeting); and take appropriate action (Amy Piukana, Town Secretary)**

- G.2. RES 23-62 Consider approving Resolution 23-62 authorizing an Engagement Letter with McCall Parkhurst & Horton for Public Improvement District Review; and take appropriate action (Wade Carroll, Town Manager)**

Town Manager Wade Carroll briefed the Town Council regarding this item.

Mayor Pro Tem Quint asked that the scope of work be verified and include more description on payment for services.

The Town Council requested tabling this item to the November 6, 2023, Council meeting to allow more details on payment for services to be provided.

- G.3. RES 23-63 Consider approving Resolution 23-63 authorizing an interlocal agreement with Tarrant County for a Public Health Program; and take appropriate action (Wade Carroll, Town Manager)**

- G.4. RES 23-59 Consider approving Resolution 23-59 designating the Commercial Record of Tarrant County as the Official Newspaper; and take appropriate action (Amy Piukana, Town Secretary)**

After discussion, a motion was made by Council Member DQ to approve Consent G.1, G.3, G.4 and to table Item G.2 to the November 6, 2023, Town Council meeting. Motion seconded by Council Member White. Motion approved unanimously.

H. PUBLIC HEARING:

- H.1. ORD-982** Conduct a public hearing and consider approval of Ordinance 982 authorizing a zoning change on Lot 1R1-1, Block 2, Westlake/Southlake Park Addition Number One, from the PD1-1 zoning district to the PD10 zoning district in order to construct a single-family residential development. The subject property contains approximately 32.88 acres and is located between Sam School Road and State Highway 114 just north of the boundary with the city of Southlake; and take appropriate action (Ron Ruthven, Director of Planning and Development)

Director of Planning and Development Ron Ruthven briefed Town Council regarding this item.

The Town Council discussed designated park land space, developer fees paid to assist with park land (*need clear policy for fees paid to designate park land*), minimum lot size compared to the Knowles Development, density, total build out numbers, effects to Westlake Academy with enrollment, commercial development, and comprehensive plan (*needs updating*).

After discussion, Mayor Kilbride opened the public hearing. There being no one to speak, Mayor Kilbride closed the public hearing. Motion made by Council Member White to approve Ordinance 982. Motion seconded by Council Member Sansone. Motion approved unanimously.

I. REGULAR AGENDA ITEM(S)

- I.1. RES 23-41** Consider approving Resolution 23-41 approving the 2024 Town Council and Board of Trustees calendar; and take appropriate action (Amy Piukana, Town Secretary)

Motion made by Mayor Pro Tem Quint to approve the FY2023-24 Fiscal Year Town Council meeting calendar, as presented. Motion seconded by Council Member White. Motion approved unanimously.

- I.2. RES 23-66** Consider approving Resolution 23-66, approving Town Financial Policies, Purchasing Authority Policy, Prohibited Activities Policy, Contract Authority Policy, and Procurement Policy; and take appropriate action (Cayce Lay Lamas)

Director of Finance Cayce Lay Llamas briefed Town Council regarding this item.

After discussion, a motion was made by Mayor Pro Tem Quint to approve Resolution 23-66, as presented. Motion seconded by Council Member White. Motion approved unanimously.

I.3. RES 23-60 Consider approving Resolution 23-60 authorizing the expenditure of budgeted funds for Inspira Enterprises to conduct an Information Technology Security Assessment and develop an IT Security Strategy and Roadmap; and take appropriate action (Jason Power, Director of Information Technology)

Director of Information Services Jason Power introduced Mr. Tim Sanouvang Managing Director of INSPIRA Technologies, who briefed the Town Council regarding this item.

The Town Council discussed deliverables, costs, prioritization, and the number of years an audit should be conducted.

Mr. Savang noted every three years is typical.

After discussion, a motion was made by Mayor Pro Tem Quint to approve Resolution 23-60, seconded by Council Member White. Motion approved unanimously.

I.4. RES 23-55 Consider approving Resolution 23-55 authorizing the Town Manager to renew network security licensing, software, services, maintenance, and support for one year for a total amount of \$74,491.50, allowing continuity of services provided to Westlake academy students and staff, as well as municipal staff and Westlake citizens and stakeholders; and take appropriate action. (Jason Power, Director of Information Technology)

Director of Information Technology Jason Power briefed Town Council regarding this item.

The Town Council discussed timing to purchase and have technology in place, the option to do a 3 or 6 month extension, the option of utilizing our vendor to review and conduct a prioritization list on network security, and the option to renew at the November 6, 2023, meeting.

This item was tabled to the November 6, 2023, meeting to allow the vendor time to review and provide a recommendation.

I.5. RES 23-61 Consider approving expenditure of budgeted funds for the continuation of services from Arctic Wolf Managed Network Security Services for one year in the amount of \$63,064.62; and take appropriate action (Jason Power, Director of Information Technology)

Director of Information Technology Jason Power was present to answer questions.

Mayor Pro Tem Quint made a motion to approve, motion seconded by Council Member White. Motion approved unanimously.

- I.6. RES 23-65 Consider approving expenditure of budgeted funds in the amount of \$23,837.69 for Zoom Meeting and Telephone Services Licensing; and take appropriate action (Jason Power, Director of Information Technology)**

Director of Information Technology Jason Power briefed Town Council regarding this item.

After discussion, a motion was made by Mayor Pro Tem Quint to approve Resolution 23-65, as presented. Motion seconded by Council Member White. Motion approved unanimously.

- I.7. RES 23-64 Consider approving Resolution 23-64 approving a bid with Control Specialist; and take appropriate action (Kyle Flanagan, Deputy Director of Public Works)**

Town Manager Wade Carroll briefed Town Council regarding this item.

The Town Council discussed the interlocal agreement with City of Roanoke, the new reader efficiencies (*remote verses in person meter readings*), and integration with SCADA Software.

After discussion, Mayor Pro Tem Quint made a motion to approve Resolution 23-64, as presented. Motion seconded by Council Member White. Motion approved unanimously.

J. CLOSED EXECUTIVE SESSION

- J.1. 23-256 The Town Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:**

a) Section 551.071(2): Consultation with Attorney to seek advice of counsel regarding (Trophy Club Municipal Utility Districts) and (Westlake Academy Affiliate Policies); and

b) Section 551.074 (a)(1) Deliberation regarding personnel matters: To deliberate regarding Westlake Academy (Head of School) (Mayor Kilbride); and

c) Section 551.071 Consultation with Attorney to seek advice of counsel on matters to which the duty of the Town Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (Builders Recovery Services BRS Litigation) (Stan Lowry)

Mayor Kilbride recessed into closed executive session at 6:31 p.m. and adjourned from closed session at 7:30 p.m.

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

As a result of closed executive session, a motion was made by Council Member White to approve execution of an engagement letter with Diversified Search Firm for the Head of School. Motion seconded by Council Member Greaves. Motion approved unanimously.

L. COUNCIL RECAP/STAFF DIRECTION

Town Manager Wade Carroll stated he will bring forward the INSPIRA item to the November 6, 2023, meeting.

M. FUTURE AGENDA ITEMS:

Council Member White noted the strategic plan needs to be discussed in the near future.

N. ADJOURNMENT

Mayor Kilbride adjourned the meeting at 7:38 p.m.

Signed by: _____
Sean C. Kilbride, Mayor

Attested by: _____
Amy M. Piukana, Town Secretary



Town of Westlake

1500 Solana Blvd
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Staff Report

File #: 23-280

Agenda Date: 11/6/2023

Agenda #: I.2.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approval of changes to compensation plan for special education position(s); and take appropriate action (Caryolyn Anderson, Interim Head of School)

STAFF: Carolyn Anderson, Interim Head of School

BACKGROUND:

The Westlake Academy Leadership Team has reviewed and recognize the position as Diagnostician/Dyslexia Teacher as a hard to fill position. The person serving in this role fulfills Federal requirements that are time sensitive.

DISCUSSION:

The proposed updates to the compensation for special education positions more clearly aligns with the additional duties and hard to fill roles.

The change in days more closely align to the needs of students and required deadlines associated with the role and job description.

FISCAL IMPACT:

\$6,715

STAFF RECOMMENDATION:

Staff recommends approving the Scottish Rite stipend at \$2,000 annually, a one-time retention amount of \$1,500, and increase duty days of 202 to 210.

ATTACHMENT(S):

- PowerPoint Presentation

TOWN COUNCIL ACTION/OPTIONS: *(Council to read motion)*

- 1) *Motion to approve the stipend of \$2,000 annually with a one-time retention of \$1,500 and increased duty days of 210.*
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

Academy Staff Recommendation



WESTLAKE
ACADEMY

Consideration of Changes to Compensation Plan for Special Education Position

Across the country, the vast majority of public-school districts pay their teachers primarily based on years of service and level of education.

School districts are finding it necessary to include varying ways to adjust the pay scale for the more difficult or hard to fill teaching positions.

Historically hard to fill positions include but are not limited to:

- **Diagnosticians**
- **Dyslexia Teacher**
- **Special Education Teacher**
- **Special Education Paraprofessional**
- **Math/Reading Specialist**
- **Foreign Language**
- **Career and Technical Education**

Across the state of Texas the special education population has increased 41 %. In contrast, the nation is at 3% growth. Interestingly, the population of Texas increased only 2.19%

Increase by disability across Texas

Dyslexia 79%

Specific Learning Disabilities (SLD) 50%

Autism (AU) 67%

Other Health Impaired (OHI) 25%

Westlake Academy Referral for Evaluation Data

2022-2023 evaluation data

28 primary

Primary

8 secondary

secondary

6 reevaluations

Total 42

2023-2024 as of Oct 25th

17

4

18 (3 year reevaluations)

Total 37 for the

1st quarter

Currently served students in special education at Westlake

57 students in PYP

28 in MYP/DP

Current dyslexia students:

22 receiving therapy; 5 of which are through 504 and will be transferred to special education throughout the year.

Total students identified with dyslexia on campus: 42

House Bill 3928

House Bill 3928 was passed this summer and impacts dyslexia evaluations, identification, and instruction. Previously there was a dual pathway for students identified with dyslexia, Special education or 504 services. Both pathways allowed for students to receive therapy and accommodations. With the passing of HB3928, students being evaluated or receiving therapy must be served through special education. When dyslexia is suspected, a person with specific knowledge in the reading process, dyslexia and related disorders, and dyslexia instruction must serve on the LEA's multidisciplinary team and any ARD committee that is convened to determine eligibility for special education and related services. As a licensed dyslexia therapist and educational diagnostician Amy is able to serve both roles in the evaluation and ARD process.

Other Duties Included in this position:

- Collaborate with teachers, parents, and other specialists to create effective strategies and interventions to address students' unique learning needs.
- Mentor new special education teachers as they learn students, families, processes, and procedures.
- Coordinate with other evaluation personnel such as speech, occupational and physical therapy, behavior specialists, etc
- Participate in ARD meetings to help the committee create an educational plan based on the impact of the disability in the educational setting.
- Collaborate to develop appropriate transition and graduation plans for students 14 and older
- Creating and maintaining Special education operating procedures and policies and ensuring compliance with all state and federal laws.
- Participating in the special education self study and TEA audit desk reviews for special education and dyslexia.
- Work closely with special education coordinator to develop special education operating procedures that align with state and federal regulations
- Assist with state performance plan (SPP) and PEIMS reporting as it relates to special populations.
- System administrator for campus Frontline eSped software including 504 and RTI
- Work with students to help develop appropriate self management skills
- Facilitate collaboration between students and teachers when difficulties arise due to the student's disability
- Participate in 504 meetings when needed
- Provide training to teachers and staff regarding various aspects of special education, learning disabilities, and instructional strategies to help struggling students



Town of Westlake

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Staff Report

File #: RES 23-62

Agenda Date: 11/6/2023

Agenda #: I.3.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approving Resolution 23-62 authorizing an Engagement Letter with McCall Parkhurst & Horton for Public Improvement District Review; and take appropriate action (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

In July and August of 2023, Town Council met in joint sessions with the Planning and Zoning Commission to discuss avenues to aid the Entrada Development in moving forward. In our July session the Town Manager was tasked with working with our Bond Counsel for the PID to identify bond holders. The Town Manager made the request of Rudy Segura of McCall, Parkhurst & Horton to complete the study.

DISCUSSION:

The attached letter of engagement from McCall Parkhurst & Horton L.L.P. is for services related they will and have performed as the Town's Bond Counsel for to meet the requests provided and within the scope of work within the agreement letter. All fees and expenses incurred will be paid for by the Town initially and then be reimbursed to the Twon from the special assessments levied against the PID. Bond Counsel has already put hours into this matter since the initial default back in March but the agreement allows counsel to bill the Town for work since August 1, 2023. The work completed since August 1, 2023 totals 4 hours at a rate of \$600.00/hour for a total of \$2400, and are paid out of the Administrative funds within the Entrada PID as would future requested work. Our Bond Attorney stated that nothing like this scenario has happened in Texas before so there could be significant work to be done however, how much we need bond Counsel is yet to be determined.

FISCAL IMPACT:

All fees are to be paid out of the administrative funds collected from the PID. Only initial payment of services provided will be billed to the Town of Westlake. All payments are to be reimbursed to the Town from the special assessment levied against the PID.

STAFF RECOMMENDATION:

Staff recommends the approval of the proposed scope of work and signing the engagement letter with McCall Parkhurst and Horton.

ATTACHMENT(S):

- 1) Engagement letter

- 2) Resolution 23-62

TOWN COUNCIL ACTION/OPTIONS:

- 3) Motion to approve
- 4) Motion to amend with the following stipulations (please state stipulations in motion)
- 5) Motion to table
- 6) Motion to deny

September 26, 2023

Mayor and Members of the Town Council
Town of Westlake, Texas
1500 Solana Boulevard
Building 7, Suite 7200
Westlake, Texas 76262

Re: Bond Counsel services related to new and existing Public Improvement Districts

Ladies and Gentlemen:

The purpose of this engagement letter (this “Agreement”) is to set forth certain matters concerning the services McCall, Parkhurst & Horton L.L.P. (“we”, “us” or the “firm”) will perform as Bond Counsel to the Town of Westlake, Texas (“you” or the “Town”), in connection with the Town’s creation, financing, and ongoing maintenance and administration of various public improvement districts (“PIDs”) pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”). As the Town’s existing Bond Counsel, we have assisted the Town in creating one or more PIDs, and we have served as Bond Counsel with respect to one or more series of special assessment revenue bonds (“PID Bonds”) to finance authorized improvements within said PIDs. This Agreement is intended to apply only with respect to issues, questions, and concerns the Town and its consultants may direct toward us in connection with the ongoing maintenance and administration of the Town’s existing PIDs, as well as the creation of new PIDs, but not with regard to the issuance of PID Bonds, for which we are paid a separate fee. It is the parties’ expectation that all fees and expenses hereunder will be paid by the Town initially and then be reimbursed to the Town from special assessments levied against the respective PID, or paid directly to the firm by the owner(s) of the respective PID (collectively, “Developers”).

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform, or have already performed on your behalf, the following duties:

- (1) Attend meetings with Town staff and its consultants, Developers and their representatives, and the Town Council, as requested by the Town or its consultants;
- (2) Draft Town Council resolutions as necessary in connection with the creation and administration of PIDs, and prepayments of PID Bonds;
- (3) Draft legal notices relating to PIDs and special assessments as required by the Act and coordinate the mailing and publication of such notices;
- (4) Draft Town Council ordinances relating to annual updates (“SAP Updates”) to the service and assessment plans (“SAPs”) for each PID, if requested by City staff;



- (5) Coordinate recordation of PID creation resolutions, ordinances levying special assessments, and SAP Updates with the respective county clerk(s), upon request by City staff;
- (6) Review and comment on draft development agreements prepared by Developers and their counsel;
- (7) Review and comment on reimbursement agreements (a.k.a., “funding and reimbursement agreements”, “construction funding agreements”, or similar contracts) prepared by Developers and their counsel;
- (8) Review and provide comments on other documents drafted by other parties that are necessary or appropriate to the creation or ongoing administration or restructuring of PIDs, coordinate the authorization and execution of such documents, and review enabling legislation; and
- (9) Review and advise Town on legal issues relating to the creation and structure of the PIDs.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Rendering any legal opinion;
- (2) Reviewing any procurement requirements, procurement documents, or preparation or review of requests for bids or proposals or preparation or review of construction documents;
- (3) Drafting any real estate documents, including but not limited to any development agreements, deeds, deeds of trust, leases, easements, rights-of-way, etc.;
- (4) Assisting in the preparation of service and assessment plans as required by the Act;
- (5) Assisting in the collection of special assessments or contracts related thereto;
- (6) Assisting in the preparation or review of financial disclosure with respect to the Town, the Developers or the PIDs;
- (7) Assisting in obtaining any approval from any other state or federal agency, including without limitation the Texas Commission on Environmental Quality;
- (8) Drafting state constitutional or legislative amendments;
- (9) Pursuing any litigation;



- (10) Making an investigation or expressing any view as to the creditworthiness of the Developer or the financial viability of any development project;
- (11) Representing the Town in any examination or inquiry by any state or federal agency or authority; or
- (12) Addressing any other matter not specifically set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Town will be our client and an attorney-client relationship will exist between you and us. We further assume that all other parties in this transaction understand that we represent only the Town in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Town's execution of this Agreement will constitute an acknowledgment of those limitations.

NO BOYCOTT OF ISRAEL

The firm hereby represents that during the term of this Agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2271.002, of the Texas Government Code.

NOT ENGAGED IN BUSINESS WITH FOREIGN TERRORIST ORGANIZATION

The firm hereby represents that neither the firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the firm is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

NO DISCRIMINATION OF FIREARMS INDUSTRY

The firm hereby verifies that it (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and only if such statute is applicable to this Agreement.

NO BOYCOTT OF ENERGY COMPANIES

The firm hereby verifies that it does not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and only if such statute is applicable to this Agreement.



CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Town, one or more of our present or future clients will have transactions with the Town. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the proposed transaction. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the proposed transaction so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the proposed transaction. Execution of this letter will signify the Town's consent to our representation of others consistent with the circumstances described in this paragraph.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Town that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). The MA Rule pertains to activities of persons and entities that provide financial advice to issuers of municipal securities, such as the PID bonds, and establishes a regimen of registration and compliance activities, and also establishes a regulatory fiduciary duty to the issuer of municipal securities, for persons and entities that are subject to the MA Rule.

The MA Rule exempts attorneys from its provisions with respect to the provision of legal advice or services of a traditional legal nature involving the issuance of municipal securities or a municipal financial product. In its release promulgating the MA Rule, the Securities and Exchange Commission noted that it "recognizes that legal advice and services of a traditional legal nature in the area of municipal finance inherently involves a financial advice component." The Securities and Exchange Commission also stated that it "recognizes that analysis, discussion, negotiation, and advice regarding the legal ramifications of the structure, timing, terms, and other provisions of a financial transaction by an attorney to a client are essential to the development of a plan of finance. In turn, these services become, among other things, the basis for a transaction's basic legal documents, the preparation and delivery of the official statement or other disclosure document that describes the material terms and provisions of the transaction, the preparation of the various closing certificates that embody the terms and provisions of the transaction, the preparation and delivery of the attorney's legal opinion." We agree with those statements, and we hereby advise the Town that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. We provide only legal advice, not purely financial advice that is not an inherent in our legal advice to the Town as Bond Counsel, as the Securities and Exchange Commission has acknowledged. The Town should seek the advice of its



financial advisor with respect to the financial aspects of the issuance of any PID bonds. By signing this Agreement, the Town acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Town as Bond Counsel with respect to the MA Rule, and, further acknowledges that we are relying on the attorney exclusion provision of the MA Rule.

FEES

Based upon: (i) the duties we will undertake pursuant to this Agreement; (ii) the time we anticipate devoting to the proposed transactions; and (iii) the responsibilities we will assume in connection therewith, the Town shall pay our firm for each hour of work performed (calculated in ¼-hour increments) according to the following schedule:

Partners:	\$600 per hour
Associate Attorneys:	\$400 per hour

In addition, the Town will reimburse us for out-of-pocket expenses incurred in connection with the proposed representation, such as travel costs, translation costs, newspaper publication costs, recording fees, photocopying, deliveries, telecopier charges, filing fees and other expenses. Our statements for payment of the above hourly fees and reimbursement for out-of-pocket expenses will be billed on or after the last business day of each calendar month, but only to the extent we have been asked to provide services hereunder during such calendar month. The Town hereby expressly agrees to pay the above hourly rates and expenses for hours actually worked and expenses actually incurred retroactively through August 1, 2023.

With respect to the creation of any new PID not in existence as of the date hereof, the Town agrees we are to be paid a fee of \$35,000 for each new PID hereafter created; provided, however, that such fee shall be paid directly to us by the respective Developer of said PID, and the Town shall not be obligated to pay such PID creation fee from its own funds.

TERM AND TERMINATION

This Agreement is considered executed once both parties have signed and continues in full force and effect until termination of this Agreement as follows: either party shall have the right to terminate this Agreement by giving thirty (30) calendar days written notice to the other party. In the event of any such termination, within thirty (30) calendar days after such notice, the Town shall pay us all sums earned and due to the firm hereunder up to the date of termination, and all fees, accrued time, and out-of-pocket expenses to the date of termination, including any time associated with transferring files and records to the Town or to third parties at the Town's request.

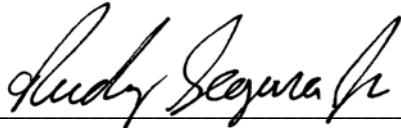


RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this Agreement dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

McCall, Parkhurst & Horton L.L.P.

By: 
Rodolfo "Rudy" Segura Jr

Accepted and Approved

Town of Westlake, Texas

By: _____
Mayor

Date: _____, 2023

**TOWN OF WESTLAKE
RESOLUTION NO. 23-62**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH MCCALL PARKHURST & HORTON TO PROVIDE BOND COUNSEL SERVICES RELATED TO NEW AND EXISTING PUBLIC IMPROVEMENT DISTRICTS.

WHEREAS, the Westlake Town Council finds that McCall, Parkhurst & Horton will provide the best value for all necessary related services for the Public Improvement Districts (PID); and

WHEREAS, the cost for services will be paid by the Town initially and reimbursed to the Town from Special Assessments levied against the PID; 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 hereby authorizes the Mayor to execute the agreement with McCall, Parkhurst & Horton as shown on attached 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 6th DAY OF NOVEMBER, 2023.

ATTEST:

Sean Kilbride, Mayor

Amy M. Piukana, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



Town of Westlake

Staff Report

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: 23-273

Agenda Date: 11/6/2023

Agenda #: I.4.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approving an Interlocal Agreement with the City of Denton; and take appropriate action (Kyle Flanagan, Deputy Director of Public Works)

STAFF: Kyle Flanagan, Deputy Director Public Works

BACKGROUND:

The Town of Westlake utilizes interlocal agreements (ILAs) with other governmental entities to procure goods and services at advantageous terms that have been directly negotiated between vendors and other entities. The City of Denton is a reputable government entity that was awarded GFOA Certificate of Achievement for Excellence in Financial Reporting for the past 6 years, a Certificate of Distinction from the Government Treasurers of Texas, Five Transparency Stars from the Texas Comptroller, and follows best practices within their purchasing and bidding practices. No bids for service contracts or purchases can be used unless the contract is still in effect.

DISCUSSION:

Public Works staff has identified the need to pursue moving to an updated Supervisory Control and Data Acquisition (SCADA) to improve the water system oversite and service to our citizens. The ILA with Denton will allow the Town to use favorable pricing due to the purchasing power of the much larger city. Public Works staff has worked with Prime Controls to ensure that we obtain same or better pricing model as Denton.

FISCAL IMPACT:

There is no fiscal impact in approving the ILA with the City of Denton but it does increase efficiencies with the Town of Westlake in both purchasing and Public Works operations.

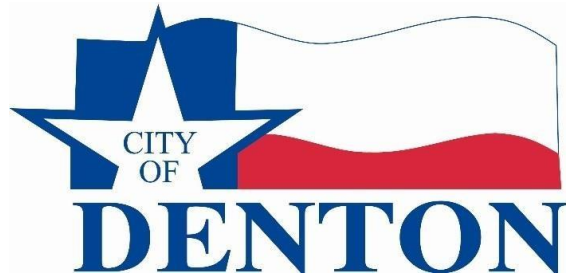
STAFF RECOMMENDATION:

Staff recommends approval of an interlocal agreement with The City of Denton for the Prime Controls contract, as presented.

TOWN COUNCIL ACTION/OPTIONS: (Council reads motion)

- 1) Motion to approve an interlocal agreement with Prime Controls, as presented.
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table

- 4) Motion to deny



DocuSign City Council Transmittal Coversheet

RFP	7494-1
File Name	SCADA Maintenance & Service
Purchasing Contact	Gabby Leeper
City Council Target Date	JUNE 22, 2021
Piggy Back Option	Yes
Contract Expiration	JUNE 22, 2026
Ordinance	21-1194

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND PRIME CONTROLS, L.P.
(CONTRACT 7494-1)**

THIS CONTRACT is made and entered into this date 06/22/2021, by and between Prime Controls, L.P., a Texas Limited Partnership, whose address is 1725 Lakepointe Drive Lewisville, TX 75057, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7494-1 SCADA Maintenance & Service, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 7494-1 SCADA Maintenance & Service (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Contract # 7494-1 SCADA Maintenance &
Service

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:
BY: Jace McNeil
AUTHORIZED SIGNATURE

Printed Name: Jace McNeil

Title: President

972-221-4849

PHONE NUMBER

j.mcniel@prime-controls.com

EMAIL ADDRESS

2020-630235

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Stephen D. Gay
SIGNATURE

Stephen D. Gay

PRINTED NAME

Director, Water and Wastewater

TITLE

Water and Wastewater

DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
BY: Rosa Rios
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APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
BY: Marcella Lunn
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Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$400,000. Pricing shall be per Exhibit F attached.

2. Contract Terms

It is the intention of the City of Denton to award a contract for three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

3. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

4. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit C

Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. EFFECTIVE DATE/TERM. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. TITLE & RISK OF LOSS: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

Contract # 7494-1 SCADA Maintenance &
Service

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the Contract # 7494-1 SCADA Maintenance & Service

performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ Contract # 7494-1 SCADA Maintenance & Service

any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens,

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claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery

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of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and

any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street

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vii. The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days’ written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage’s indicated within the Contract.

xiv. The insurance coverage’s specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor’s ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or

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other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect

its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this

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paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation

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process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be**

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approved by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

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vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the

Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

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- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D

INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage

resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[] Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

[] Fire Damage Legal Liability Insurance

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[] Professional Liability Insurance

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with

respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[] **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

[] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1**[] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the

project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.



**Proposal
for
RFP #7494-1 SCADA Maintenance
and Service**

Prime Controls Headquarters
1725 LAKEPOINTE DRIVE, LEWISVILLE, TX 75057 (972) 221-4849
WWW.PRIME-CONTROLS.COM



Proposal for SCADA Maintenance and Service

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1. Vendor Description

Prime Controls is one of the largest System Integrators in the nation. We were established in 1997 to provide customers with a sole source solution for Industrial Automation services and products. Our experience includes Water and Wastewater, Canals, Dams, Hydroelectric Power, Oil and Gas, Semiconductor, Food and Beverage, Pharmaceutical, Cosmetic, Aggregate, Building Products, Electric Utilities, and Energy Management applications. Recognized nationally for our expertise in Industrial Automation, SCADA, and Control applications, we have earned the reputation as the premiere true turnkey Main Automation Contractor in North Texas

As a dedicated System Integrator and I&C Construction firm, Prime Controls is professionally staffed to supply our customers with all aspects of their Automation and Control needs. We are a Certified System Integrator for both hardware and software product manufacturers and have access to all required resources, including Factory support services. Our experience and relationships with multiple manufacturers allow us the unique ability to work closely with our customers from project design to post project maintenance.

Prime Controls performs the following tasks with our own employees:

Control System Design	Instrument Calibration
Electrical Power Design	Electrical Controls Installation
Control System Engineering	Mechanical Controls Installation
Software Development	Commissioning
PLC, HMI, and SCADA Programming	Start-Up
Control Panel Assembly	Testing
Cybersecurity Evaluation and Implementation	Maintenance
Instrument Specification and Procurement	

a. Office Locations

Prime Controls – Headquarters

1725 Lakepointe Drive
Lewisville, TX 75057
Phone (972) 221-4849

Prime Controls – Colorado

7270 Gilpin Way
Denver, CO
Phone (720) 307-1141

Prime Controls – New Orleans

110 Phlox Avenue
Metairie, LA 70001
Phone (504) 301-3631

Prime Controls – Southeast Texas

12144 Dairy Ashford, Building 3
Sugar Land, TX 77478
Phone (713) 244-9747

Prime Controls – South Texas

144 Windy Meadows Drive
Schertz, TX 78154
Phone (210) 718-0040

Prime Controls – Oklahoma

9428 South 68th East Avenue
Tulsa, OK 74133
Phone (918) 496-2606

Prime Controls – West Texas

4136 Business Park Drive
Amarillo, TX 79110
Phone (806) 553-7880

Prime Controls – Central Texas

16821 Joe Barbee
Pflugerville, TX 78660
Phone (512) 375-3580

**Prime Controls – East Texas**

1065 N. Jackson Street
 Jacksonville, TX 75776
 Phone (903) 245-0969

Prime Controls – Southwest

1515 W. University Drive
 Tempe, AZ 85281
 Phone (602) 377-2844

Prime Controls – Midland

13020 Highway 191 West, Suite C
 Midland, TX 79707
 Phone (210) 718-0040

b. Number of Staff

Prime Controls employs 428 people in the following disciplines:

DISCIPLINE	NO. OF EMPLOYEES
Account Managers	12
Accounting	8
Administrative	22
Automation Specialists	95
Construction Managers	28
Design	36
Documentation	6
Electricians	47
Engineering Manager	1
Estimating	4
Executive	4
Facilities	3
IT	12
Panel Shop	18
Project Engineers	13
Project Managers & Assistants	45
QA/QC	4
Safety	11
Sales and Marketing	5
Technicians	53
Trainer	1
TOTAL	428

c. Years in Business

Prime Controls is a limited partnership that was founded March 1, 2004. The company was previously known as I&C Sales, Inc. which started in 1997.



d. List of Similar SCADA Installations in Texas

1. **North Texas Municipal Water District**-6 Water Treatment Plants, 100 remote sites
2. **Dallas Water Utilities**-3 Water Treatment Plants, 42 remote sites
3. **San Antonio Water System**-1 Water Treatment Plant, 18 remote sites (Twin Oaks Brackish Groundwater Desalination)
4. **City of Carrollton**-29 remote sites
5. **City of Denton**-2 Water Treatment Plants, 6 remote sites
6. **Guadalupe-Blanco River Authority**-3 Water Treatment Plants, 7 remote sites
7. **Gulf Coast Water Authority**-1 Water Treatment Plant (50MGD), 18 remote sites
8. **City of Georgetown**-3 Water Treatment Plants, 18 remote sites
9. **Trinity River Authority of Texas**-3 Water Treatment Plants, multiple remote sites
10. **City of Pasadena**-4 Water Treatment Plants, 17 remote sites
11. **City of Richardson**-20 remote sites
12. **City of San Angelo**-1 Booster Pump Station, 12 remote sites
13. **Seminole-Gaines County**-1 Water Treatment Plant, 8 remote sites
14. **San Jacinto River Authority**-10 remote Water Treatment Plants
15. **City of Sugar Land**-7 Water Treatment Plants, 8 remote sites
16. **Travis County Water District 17**-1 Water Treatment Plant, 12 remote sites
17. **West Harris County Regional Water Authority**-2 Water Treatment Plants, 48 remote sites
18. **City of Addison**-4 remote sites
19. **Aquilla Water Supply District**-1 Water Treatment Plant, 18 remote sites
20. **City of Arlington**-2 Water Treatment Plants, 26 remote sites
21. **City of Cleburne**-1 Water Treatment Plant, 13 remote sites
22. **City of Grapevine**-1 Water Treatment Plant, 4 remote sites
23. **City of Midlothian**-1 Water Treatment Plant, 4 remote sites
24. **City of Mineral Wells**-1 Water Treatment Plant, 7 remote sites



e. Four Surface Water Treatment Plant References

- Project Number 1

Project Name: Baytown Area Water Authority 6 MGD Surface Water Treatment Plant

Owner Contact: Sterling Beaver
BAWA Superintendent
281-420-5310
sterling.beaver@baytown.org

Completion Date: November 2020

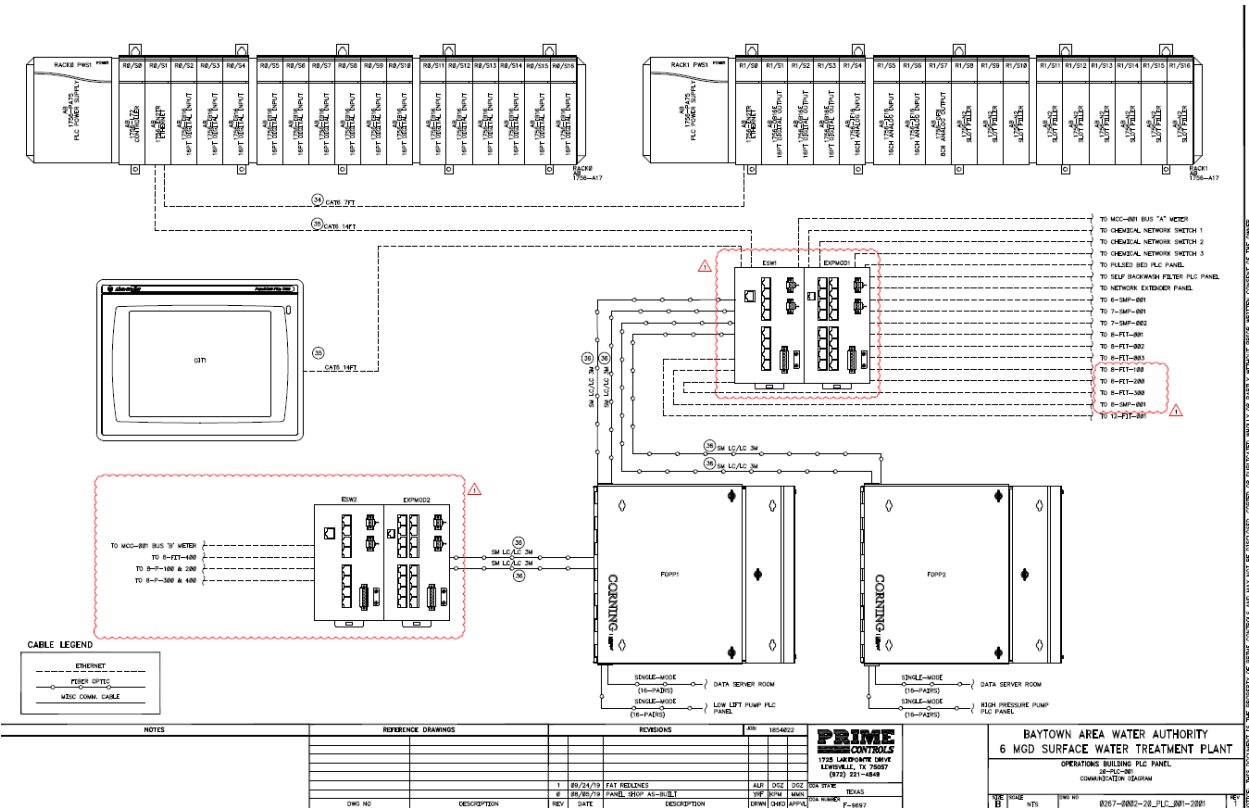
PLC: Allen-Bradley ControlLogix, 4 ea. and CompactLogix, 3 ea.

I/O Points: 1,052

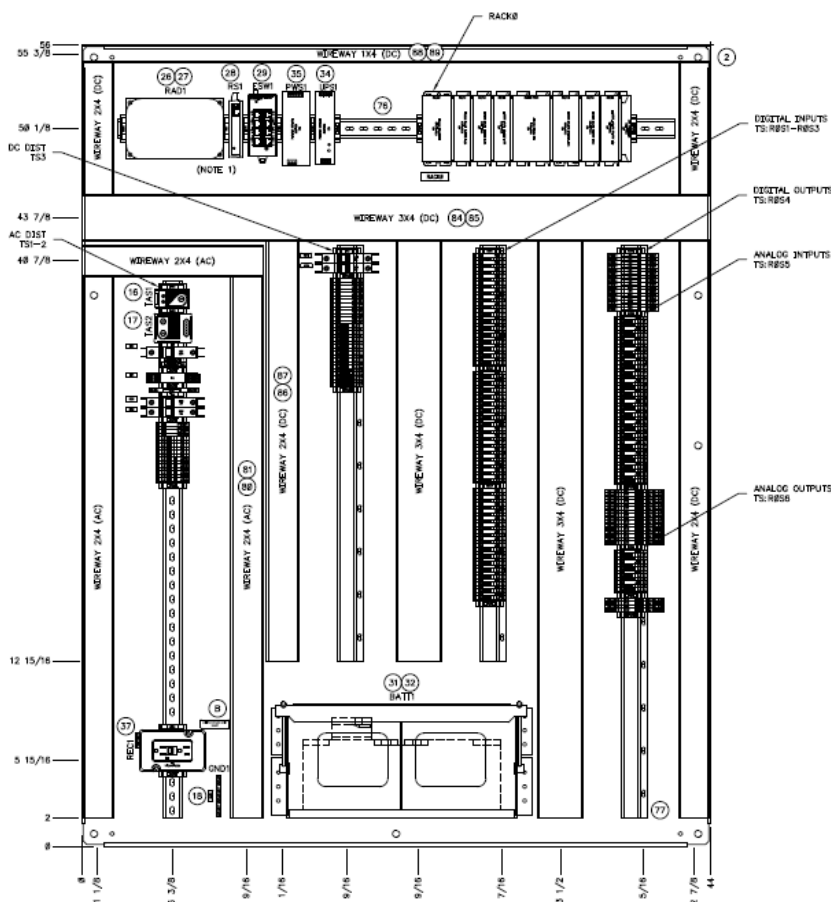
SCADA Software: VTScaada

Contract Value: \$1,889,352.00

Scope: Complete Control System for a 6 MGD Surface Water Treatment Plant



Scope: Control system to integrate an expansion of a Pall Membrane Filter system, expansion of the Reverse Osmosis system including 2 new skids, and other modifications to increase the Surface Water Treatment Plant capacity from 2.5 MGD to 5.0 MGD.





- **Project Number 3**

Project Name: City of Richmond Surface Water Treatment Plant

Owner Contact: Howard Christian

City of Richmond

281-342-0559

hchristian@richmondtx.gov

Completion Date: March 2018

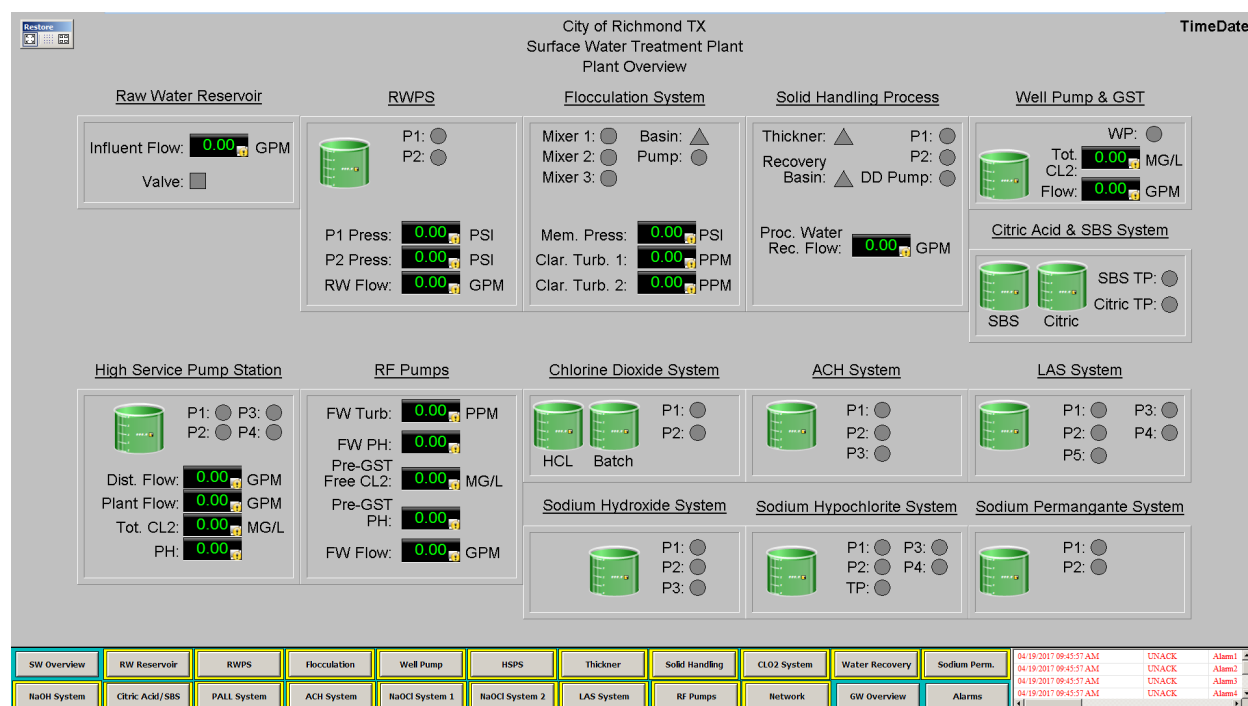
PLC: Allen-Bradley ControlLogix, 4 ea.

I/O Points: 332

SCADA Software: Wonderware

Contract Value: \$959,864.00

Scope: Upgrade the control system at 4 sites. Scope included new SCADA Servers and Workstations





- **Project Number 4**

Project Name: City of Sugar Land Surface Water Plant Upgrades

Owner Contact: Danica Mueller
City of Sugar Land
281-275-2164
dmueller@sugarlandtx.gov

Completion Date: June 2013

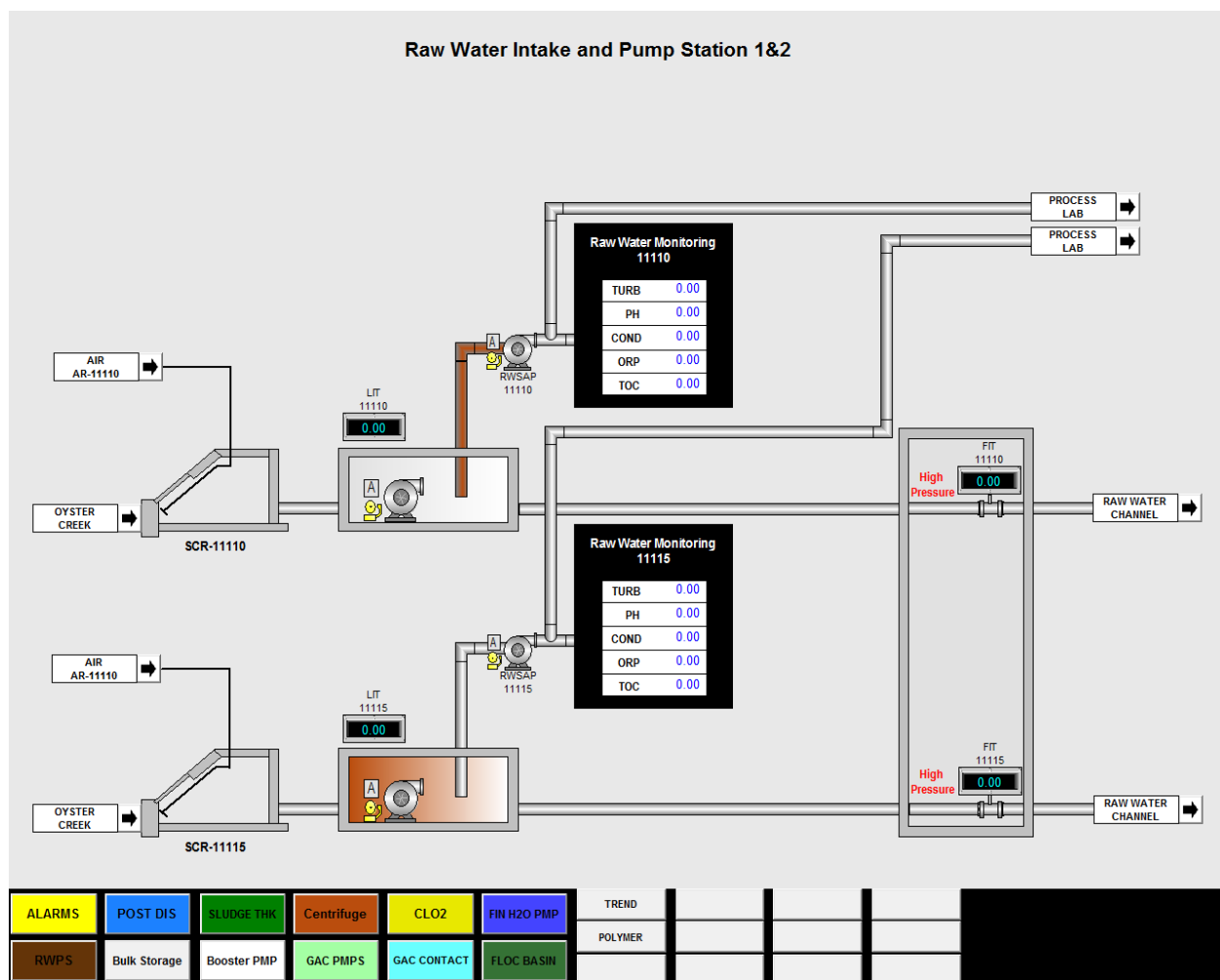
PLC: Allen-Bradley ControlLogix, 4 ea.

I/O Points: 850

SCADA Software: iFIX

Contract Value: \$389,098.00

Scope: PLC and SCADA Software Development for a large Surface Water Treatment Plant





f. Previous Experience with the City of Denton

Prime Controls has performed the following major projects for the City of Denton:

Year	Project Name
2008	Southwest Pump Station
2011	Lake Lewisville Water Treatment Plant Upgrades
2014	Southwest Elevated Storage Tank
2019	Hickory Creek Lift Station Replacement
2019	Allred & John Paine Road Water Transmission Main
2019	Lake Lewisville WTP Phase II Improvements
2020	Redundant M580 PLC Fabrication
2020	Hickory Detention Facility & PCWRP West Peak Flow

In addition, we have performed many smaller projects for the City over the past 20 years.

2. Specific Questions

a. SCADA Software

Prime Controls routinely uses iFIX, FactoryTalk, Citect, ClearSCADA, Wonderware, Ignition, and VTScada on Water/Wastewater projects. We have also used Iconics Genesis32 & 64 and Telvent for water applications.

b. Proficy Historian

The table in 2.d lists 60 projects using iFIX SCADA software on projects with Modicon, Allen-Bradley, GE, and Siemens PLCs. Among them are several customers who have the Proficy Historian integrated with their iFIX solution including TRA, DWU, and the City of Denton. Prime Controls is currently using the Historian for the Tomahawk Creek Wastewater Treatment Plant near Kansas City. We have eight people on staff who are certified Proficy HMI-SCADA iFIX Advanced and two who are specifically certified on Proficy Historian Fundamentals. With 60 recent iFIX projects, the Automation Specialists at Prime Controls have extensive Proficy Historian experience. The following Automaton Specialists are certified on iFIX:

Name	Certificate	Date
Demele, Keith	Proficy Historian Fundamentals	2014-10-16
Eskander, Abanoub	Proficy Historian Fundamentals	2018-08-31
Demele, Keith	Proficy HMI/SCADA iFIX Advanced	2012-10-29
Elrod, Rob	Proficy HMI/SCADA iFIX Advanced	2012-10-29
Eskander, Abanoub	Proficy HMI/SCADA iFIX Advanced	2018-08-24
Gordon, Russell	Proficy HMI/SCADA iFIX Advanced	2012-10-29
Graver, Lee	Proficy HMI/SCADA iFIX Advanced	2010-02-09
Litzsinger, Matthew	Proficy HMI/SCADA iFIX Advanced	2015-05-19
Lucas, Josh	Proficy HMI/SCADA iFIX Advanced	2015-08-14
Moore, Dale	Proficy HMI/SCADA iFIX Advanced	2012-10-29
Ojeda, Marcos	Proficy HMI/SCADA iFIX Advanced	2012-10-29
Ojeda, Marcos	Proficy HMI/SCADA iFIX Advanced	2012-06-12
Philpy, Justin	Proficy HMI/SCADA iFIX Advanced	2016-04-19



Name	Certificate	Date
Barnes, Jason	Proficy HMI/SCADA iFIX Fundamentals	2012-10-16
Chen, Charlie	Proficy Process Systems Fundamentals	2013-06-03
Garza, Alfonso	Proficy Process Systems Fundamentals	2013-06-03
Litzsinger, Matthew	SP: iFIX Configurator	2014-02-26

c. Hach WIMS

Prime Controls has deployed WIMS for customers including TRA, Granbury, and Edmund, OK. When the Edmund projects started, Prime Controls evaluated the benefits of training some of our Automation Specialists on WIMS. As a Hach IIM Partner, Prime Controls had Hach train eight of our Automaton Specialists on WIMS implementation at our Lewisville office. We used trained Automation Specialists to implement WIMS at Edmund for both water and wastewater where the City uses WIMS to produce and store compliance reports.

d. Water/Wastewater Experience

The Water/Wastewater Division of Prime Controls produces revenue in excess of \$40,000,000 per year, all from Control System integration projects. This table shows a representative sample of 173 projects with contract value of more than \$250,000 both underway and recently completed. The list is in this order:

- Modicon PLCs with iFIX SCADA (46 projects)
- iFIX SCADA with other PLCs (14 projects)
- Modicon PLCs with other SCADA Software (43 projects)
- Other PLCs with other SCADA Software (70 projects)

Project Description / Project Name	Contract Value	PLC	SCADA
TRA CRWWS PH III B Solids Improvements	\$11,014,200.00	Modicon	iFIX
DWU CWWTP Process Control System Improvements	\$5,499,346.00	Modicon	iFIX
Mesa Greenfield WRF Construction	\$4,624,759.98	Modicon	iFIX
DWU Access	\$4,321,858.00	Modicon	iFIX
TRWD IPL Joint Booster Pump Station	\$2,988,718.00	Modicon	iFIX
DWU Ozone System Improvements (Bachman, Eastside, Elm Fork)	\$2,345,702.00	Modicon	iFIX
DWU Bachman Water Quality Improvement	\$2,289,996.00	Modicon	iFIX
TRWD IPL Pumphline JCC1 Pump Station	\$2,000,316.00	Modicon	iFIX
TRA CRWS Phase V Rehab	\$1,987,470.00	Modicon	iFIX
TWMD Able #3 Storm Water PS	\$1,960,808.00	Modicon	iFIX
TRA Process Improvements	\$1,581,693.00	Modicon	iFIX
TRA-Central Regional WW System Phase II Solids Management Imp	\$1,507,175.00	Modicon	iFIX
DWU CWWTP Aeration Improvements	\$1,352,450.00	Modicon	iFIX
TRA TCWSP Treatment Plant Improvements No. 15-56	\$1,284,580.00	Modicon	iFIX
Hickory Well Supply-Well Field	\$1,125,932.29	Modicon	iFIX
TRA Central Phase IV Rehab	\$1,057,905.26	Modicon	iFIX
DWU CWWTP Grit Removal Screen	\$1,018,575.60	Modicon	iFIX
DWU Elm Fork Pump Station #1	\$1,010,000.00	Modicon	iFIX
DWU White Rock Raw Sewage	\$951,184.32	Modicon	iFIX



Project Description / Project Name	Contract Value	PLC	SCADA
DWU Eastside Water Quality Improvement	\$940,000.00	Modicon	iFIX
TRA-CRWS Headworks B Improvements	\$898,805.70	Modicon	iFIX
TRA Phase IV-D PS 6 & 6A	\$884,443.50	Modicon	iFIX
IPL Section 12, 13 and MBR	\$880,661.90	Modicon	iFIX
DWU Walcrest PS	\$847,000.00	Modicon	iFIX
Central WWTP Effluent PS	\$791,839.00	Modicon	iFIX
Hickory Groundwater Treatment	\$784,449.17	Modicon	iFIX
DWU Walnut Hill Pump Station Replacement Project	\$774,300.00	Modicon	iFIX
DWU Southside WWTP Major Maint & Rehab	\$761,135.00	Modicon	iFIX
DWU Central WWTP White Rock	\$724,880.24	Modicon	iFIX
DWU-Central WWTP ASIPS	\$664,339.94	Modicon	iFIX
DWU Major Valve & Vault	\$644,760.00	Modicon	iFIX
DWU Elm Fork WTP	\$644,222.57	Modicon	iFIX
Lake Lewisville WTP Phase II Improvements	\$633,900.00	Modicon	iFIX
DWU Elm Fork Residual Handling Facility	\$611,765.00	Modicon	iFIX
DWU Southside WWTP Grit Removal Improvements	\$587,208.00	Modicon	iFIX
TRA Phase I Solids Management	\$578,815.31	Modicon	iFIX
TRA CRWS Headworks A Fine Screen Facility	\$575,000.00	Modicon	iFIX
CRWS Elm Fork Relief Intercept	\$537,359.00	Modicon	iFIX
TRA Livingston WTP 5 MGD	\$529,348.10	Modicon	iFIX
DWU Central & Southside WWTP	\$527,695.00	Modicon	iFIX
South Laredo WWTP Expansion	\$505,482.52	Modicon	iFIX
DWU Cadiz and Y-Inlet Improvements	\$498,420.00	Modicon	iFIX
DWU Central WWTP Complex A	\$476,701.00	Modicon	iFIX
Lake Lewisville Water Treatment Plant Dewatering Imp	\$458,000.00	Modicon	iFIX
CRWS PH VI Rehab	\$314,800.00	Modicon	iFIX
TRA Ten Mile Creek RWS Plant Rehab Improvements	\$255,200.00	Modicon	iFIX
Tomahawk Creek Wastewater Treatment Facility Expansion	\$6,980,737.00	Allen-Bradley	iFIX
Pearland Surface WTP	\$2,696,469.00	Allen-Bradley	iFIX
Pearland Reflection Bay WRF Expansion	\$1,430,000.00	Allen-Bradley	iFIX
Cibolo Creek Municipal Authority	\$1,388,134.00	Allen-Bradley	iFIX
South Austin Regional WWTP Fil	\$903,668.10	Allen-Bradley	iFIX
HCID No. 18 WWTP Improvements	\$801,827.00	Allen-Bradley	iFIX
Lubbock PS10 & Storage Tank	\$764,200.01	Allen-Bradley	iFIX
Sugar Land Riverstone	\$713,864.00	Allen-Bradley	iFIX
SWBNO Algiers Water Purification Plant	\$689,000.00	Allen-Bradley	iFIX
Sulphur Springs WWTP Improvements	\$574,629.00	Allen-Bradley	iFIX
Lubbock PS16 and Storage Tank	\$545,223.72	Allen-Bradley	iFIX
Sugar Land Annexation	\$344,000.00	Allen-Bradley	iFIX
TRA DCRWS Plant Rehab Phase 1	\$313,900.00	Allen-Bradley	iFIX
Laredo South WWTP	\$1,275,822.45	GE	iFIX
Houston SEWPP Treatment Modules Rehab	\$1,069,000.00	Siemens	iFIX



Project Description / Project Name	Contract Value	PLC	SCADA
UTRWD Riverbend WWTP Expansion Project	\$1,656,014.00	Modicon	Wonderware
The Colony Stewart Creek WWTP Exp. Ph. 1	\$1,265,400.00	Modicon	Wonderware
Richardson SCADA Upgrades	\$1,173,674.24	Modicon	Wonderware
Cedar Park WWTP Control & SCADA Improvement	\$1,000,692.00	Modicon	Wonderware
GCWA IPS	\$761,200.00	Modicon	Wonderware
Denton - Hickory Detention Facility/ Pecan Creek WRP	\$751,500.00	Modicon	Wonderware
UTRWD Doe Branch Expansion	\$651,802.00	Modicon	Wonderware
Wilcox WWTP EST	\$591,358.94	Modicon	Wonderware
NTMWD McKinney Redbud Pump Station	\$325,850.00	Modicon	Wonderware
NTMWD Water Transmission SCADA System Imp, Project 329	\$10,004,523.00	Modicon	FactoryTalk
NTMWD Leonard Water Treatment Plant	\$9,054,342.00	Modicon	FactoryTalk
NTMWD WTP Plant II Filter Underdrain Impr. Phase II	\$3,983,626.00	Modicon	FactoryTalk
NTMWD Wylie WTP IV 70 MGD Expansion	\$3,888,630.00	Modicon	FactoryTalk
NTMWD Wylie WTP Plants III & IV Filter Performance Imp	\$3,575,305.00	Modicon	FactoryTalk
NTMWD Lower Bois D'Arc RWPS	\$2,673,579.00	Modicon	FactoryTalk
NTMWD Wylie WTP Campus Chem Sys	\$1,815,200.00	Modicon	FactoryTalk
Chemical Systems Improvement Ph1B	\$1,575,700.00	Modicon	FactoryTalk
NTMWD Leonard WTP High Service Pump Station	\$1,255,500.00	Modicon	FactoryTalk
NTMWD Meter Vault Standardization Set Point Control Phase II	\$747,309.00	Modicon	FactoryTalk
NTMWD - Main Stem Pump Station	\$586,300.00	Modicon	FactoryTalk
NTMWD McKinney LS Improvements	\$565,000.00	Modicon	FactoryTalk
NTMWD Indian Creek Lift Station No. 2	\$525,500.00	Modicon	FactoryTalk
NTMWD Exchange Parkway GST	\$350,595.00	Modicon	FactoryTalk
NTMWD Leonard Terminal Storage Reservoir	\$345,750.00	Modicon	FactoryTalk
NTMWD-Virginia Parkway GST	\$324,725.00	Modicon	FactoryTalk
Brushy Creek Regional WW East Plant 30MGD Upgrade	\$1,052,838.00	Modicon	Ignition
Brushy Creek Regional WW East Plant	\$615,118.00	Modicon	Ignition
Arlington JK & PB WTP Rehab	\$901,877.26	Modicon	None
NTMWD Meter Vault Standardization Set Point Control Phase II	\$654,000.00	Modicon	None
TRWD Kennedale Balancing Reservoir Pressure Reducing Station	\$533,340.00	Modicon	None
Lake Arlington Raw Water Pump Station Shared Operations Imp	\$460,900.00	Modicon	None
Richland Chambers Spillway Gate Controls	\$412,589.00	Modicon	None
Lake Livingston Hydrogeneration Plant	\$1,815,000.00	Modicon	Other
SAWS University Pump Stat. Pro	\$832,746.45	Modicon	Other
COF Village Creek Switchgear Replacement	\$489,382.00	Modicon	Other
Travis County WC&ID Pump Station 3 Phase 2	\$384,657.00	Modicon	Other
Fort Worth North Holly Sed Basin Sludge Removal	\$326,000.00	Modicon	Other
Broken Arrow City Wide SCADA System	\$1,685,401.00	Modicon	VTScada



Project Description / Project Name	Contract Value	PLC	SCADA
Conroe Central WWTP	\$1,414,135.00	Modicon	VTScada
Conroe Southwest WWTP Improv.	\$923,958.00	Modicon	VTScada
Jefferson Parish East Bank WTP P3 Plant PLC Upgrade	\$669,074.00	Modicon	VTScada
Conroe SW WWTP SCADA Replacement	\$609,080.00	Modicon	VTScada
Houston Zoo Galapagos LSS	\$459,178.00	Modicon	VTScada
California Water Control System & SCADA Upgrade Phase I	\$7,617,065.34	SCADAPack	ClearSCADA
SJRA North GW Reduction	\$1,479,922.31	SCADAPack	ClearSCADA
CalWater Misc. Fixed Price	\$1,225,876.00	SCADAPack	ClearSCADA
California Water Bakersfield Controls System Upgrade	\$820,845.00	SCADAPack	ClearSCADA
USACE Permanent Canal Closures and Pumps	\$9,645,761.00	Allen-Bradley	FactoryTalk
Edmond Coffee Creek WRRFEP	\$7,485,000.00	Allen-Bradley	FactoryTalk
SAWS Brackish GW Desalination	\$5,210,937.55	Allen-Bradley	FactoryTalk
SAWS Broadband Access Point & PLC Replacement	\$5,125,199.00	Allen-Bradley	FactoryTalk
Edmond Arcadia Residuals Handling Improvements	\$4,478,701.00	Allen-Bradley	FactoryTalk
SAWS Broadband Phase II Upgrade	\$4,239,473.00	Allen-Bradley	FactoryTalk
NTMWD Wylie WTP HMI and Data Server Upgrades	\$3,156,520.00	Allen-Bradley	FactoryTalk
South Mesquite Creek RWWTP 2015 SCADA Imp	\$3,154,765.00	Allen-Bradley	FactoryTalk
NTMWD SCADA Upgrades 205	\$2,881,978.51	Allen-Bradley	FactoryTalk
Central Water Integration Pipeline Terminus Treatment Facility	\$2,831,000.00	Allen-Bradley	FactoryTalk
El Paso Water Canal Street Controls System Upgrade	\$2,800,000.00	Allen-Bradley	FactoryTalk
Wylie WTP Project #268-InPlant	\$2,601,308.87	Allen-Bradley	FactoryTalk
SAWS - Chilled Water System	\$2,309,910.57	Allen-Bradley	FactoryTalk
El Paso Fred Hervey Phase 1 Controls System Upgrade	\$1,931,801.00	Allen-Bradley	FactoryTalk
El Paso Water Bustamante Control System	\$1,865,120.00	Allen-Bradley	FactoryTalk
NTMWD Wylie Water Treatment Plant III SCADA Improvements	\$1,790,315.00	Allen-Bradley	FactoryTalk
El Paso Haskell Plant Con. Sys.	\$1,776,000.00	Allen-Bradley	FactoryTalk
NTMWD South Mesquite Creek RWWTP Solids Improvements	\$1,750,000.00	Allen-Bradley	FactoryTalk
Hamby WWTP Improv. Phase II	\$1,711,082.21	Allen-Bradley	FactoryTalk
El Paso Fred Hervey Ph 2 CS	\$1,594,758.00	Allen-Bradley	FactoryTalk
Cherokee Metropolitan District TDS Reduction Facility	\$1,579,821.00	Allen-Bradley	FactoryTalk
NTMWD Wylie Plant II Clearwell & Disinfection	\$1,349,831.72	Allen-Bradley	FactoryTalk
CC-NAS-WWTP	\$994,690.00	Allen-Bradley	FactoryTalk
Nueces River Raw Water PS	\$969,795.00	Allen-Bradley	FactoryTalk
Warzbach Pump Station Imp.	\$869,690.00	Allen-Bradley	FactoryTalk
SAWS DSP Southeast Tank & PS	\$863,944.73	Allen-Bradley	FactoryTalk
SAWS DOS RIOS WRC Electrical	\$853,991.16	Allen-Bradley	FactoryTalk
Corpus Christi HSP - Building #3	\$850,690.00	Allen-Bradley	FactoryTalk
El Paso Water Bustamante DCU-5	\$799,880.00	Allen-Bradley	FactoryTalk
SAWS Dos Rios Headworks	\$755,248.30	Allen-Bradley	FactoryTalk
NTMWD Wylie WTP Chlorine System Improvements	\$715,000.00	Allen-Bradley	FactoryTalk



Project Description / Project Name	Contract Value	PLC	SCADA
SAWS La Rosa Pump Station Rehab	\$661,137.00	Allen-Bradley	FactoryTalk
Garland Biosolids Rehab & Odor - Rowlett Creek WTP	\$657,502.08	Allen-Bradley	FactoryTalk
Hargesheimer WTP Expansion	\$617,315.00	Allen-Bradley	FactoryTalk
SAWS Basin Pump Station Improvements Phase II	\$606,369.00	Allen-Bradley	FactoryTalk
Huntsville AJ WWTP	\$595,850.00	Allen-Bradley	FactoryTalk
Midland WPCP Primary Rehab	\$583,000.00	Allen-Bradley	FactoryTalk
SAWS Zarzamora Pump Station	\$578,492.00	Allen-Bradley	FactoryTalk
COF Village Creek Peak Flow	\$576,419.78	Allen-Bradley	FactoryTalk
NBU Trinity Well Field Treatment	\$561,636.04	Allen-Bradley	FactoryTalk
South Mesquite Creek RWWTP Filter & UV Disinfection Imp	\$537,315.00	Allen-Bradley	FactoryTalk
SAWS CWIP Maltsberger Pump Station and Basin Improvements	\$533,000.00	Allen-Bradley	FactoryTalk
SAWS Green Mountain Pump Station Facility	\$493,690.00	Allen-Bradley	FactoryTalk
GCA Bayport Facility 1st Step Tank System Addition	\$455,000.00	Allen-Bradley	FactoryTalk
SAWS PLC Replacement Master Contract	\$450,000.00	Allen-Bradley	FactoryTalk
Pecan Branch WWTP	\$361,211.00	Allen-Bradley	FactoryTalk
Stillwater OK Pump Station & Water Transmission	\$325,307.00	Allen-Bradley	FactoryTalk
Mansfield WTP Phase 2 - WTP	\$817,506.16	Allen-Bradley	Ignition
Fort Worth Village Creek	\$528,500.00	Allen-Bradley	None
NEWPP Central Plant Panels	\$365,000.00	Allen-Bradley	None
BCR WWTP East Plant Control Sys Upgrade	\$1,925,537.00	Allen-Bradley	Other
HMGP Oak St. PS Upgrade & Rehab	\$618,011.00	Allen-Bradley	Other
Houston NE Water Purification Plant Package 10	\$11,467,570.00	Allen-Bradley	VTScada
BAWA 6MGD Surface Water Treatment Plant	\$1,516,000.00	Allen-Bradley	VTScada
Wichita Falls Permanent Indirect Reuse Sys	\$1,341,400.00	Allen-Bradley	VTScada
FBC WCID No. 2 WWTP No. 2	\$946,690.00	Allen-Bradley	VTScada
Sabine River Water Supply Raw Water PS and Canal Connection	\$701,780.00	Allen-Bradley	VTScada
Granbury South WWTP Improvements Phase I	\$588,038.00	Allen-Bradley	VTScada
Jefferson Parish Automation & Controls Services	\$1MM Annually	Allen-Bradley	VTScada
Midland WPCP Secondary Treatment Upgrades	\$2,521,400.00	Allen-Bradley	Wonderware
PK Pretreatment Facility	\$1,121,446.52	Allen-Bradley	Wonderware
Richmond Surface WTP Membrane Procurement	\$959,864.00	Allen-Bradley	Wonderware
EPCOR Luke 303 WRF	\$491,673.00	Allen-Bradley	Wonderware
Missouri City WTP Expansion	\$388,450.00	Allen-Bradley	Wonderware
Granbury Water Treatment Plant Phase II	\$349,840.00	Allen-Bradley	Wonderware
Tulsa SCADA System Upgrade	\$510,671.05	Motorola	Wonderware
Jefferson Parish SCADA System Services	\$835,037.00	None	VTScada
Carrollton SCADA Upgrade	\$1,044,591.00	Other	Wonderware
FBC MUD 25 WWTP No. 1 and No. 2 Improvements	\$449,690.00	Siemens	None
Houston LLPS Direct Co	\$519,084.00	Siemens	Siemens



e. Specific Experience with Various Products

The project table above shows experience with SCADAPack, Modicon, and Allen-Bradley. This is a summary of the number of projects for each type of component.

Control System Component	No. of Projects
Modicon PLC	89
SCADAPack/ClearSCADA	4
Allen-Bradley PLC	78
Allen-Bradley SCADA	63

For SCADAPack, the list shows four projects. This is misleading as the California Water project had **679** SCADAPack RTUs.

Prime Controls has done many projects converting from PLC 5 or SLC family to the Logix family. These projects have become uncommon as most Owners have made the conversion.

Our experience with Think N Do software has been exclusively for the City of Denton at the Lake Ray Robert's WTP Facility. Prime Controls is currently performing a control system upgrade at this Facility which is scheduled to be fully implemented in the Spring of 2021.

f. Detailed Experience

i. PLC Programming

Prime Controls provides programming for PLCs, HMIs, and SCADA. Programming tasks range from very simple to extremely complex. Within our staff of more than 100 programmers, we have a knowledge base encompassing almost any control scenario. This experience has been documented by programming standards that are similar to our design standards. We have also developed libraries of code for many of the industry standard software packages. These libraries give the programmers a verified basis to start customizing for a specific application. Produced code is reviewed by other programmers as a preliminary check. The final version is then reviewed by the Engineering Manager or another senior engineer. The final check of the program code is the Factory Acceptance Test (FAT). Prime Controls makes extensive use of simulation software to verify the code functions as intended. This approach not only ensures the quality of the software; it significantly reduces the amount of time required to deliver the control system components.

Automation Specialists at Prime Controls perform PLC programming. For simple projects, one Automation Specialist does all the PLC programming. For complicated projects, the project is broken into logical components and divided between two or more Automaton Specialists. A Sr. Automation Specialist is assigned as the lead programmer to coordinate the separate programming tasks. The same team that programs the PLCs continues with the project through the FAT, field installation, and customer acceptance. This approach ensures continuity and decreases execution risk.

ii. Visual Basic Scripting/Programming

When Visual Basic programming is required, Prime Controls calls upon our pool of Visual Basic programmers who have experience in Water/Wastewater as well as other industries. Prime Controls has 48 Automation Specialists with Visual Basic programming experience, including 6 individuals with advanced skills and the ability to handle any Visual Basic project.



iii. Microsoft SQL DB

Microsoft SQL is used for historian applications by several of the SCADA software packages used at Prime Controls. While the SQL interface is normally transparent to the SCADA programmer, we have found it necessary at times to actually modify the SQL database in its native format. This is a sensitive operation that can have adverse effects on a SCADA system. Prime Controls has 42 Automaton Specialists with experience modifying SQL databases. Among them are 4 people who have advanced skills.

iv. Network Switching Devices

The Automaton Specialists at Prime Controls typically install and commission the network switches. For large, complicated systems, the Project Team calls upon our Information Technology Department. This department is staffed with 11 people who support projects and provide internal infrastructure support. Among them, they hold the following certifications:

CCNA-Industrial	Hirschmann Industrial Network Engineer
CCNA-Routing and Switching	Hirschmann Industrial Routing Professional
CCNA-Network Associate Security	Hirschmann Industrial Systems Engineer
CCNA-Network Professional Routing and Security	Hirschmann Operating System Layer 2 Specialist
CCNA-Industrial Networking Specialist	Hirschmann Product Professional
Hirschmann Industrial Backbone Specialist	Microsoft Expert: Server Infrastructure

v. SCADA Communications Protocols

As shown in the list above, Prime Controls has vast experience implementing SCADA systems of different types. Each of these systems includes one or more communications driver that deals with one or more communications protocol. Some of the more common communications drivers we use are:

- Schneider Electric OPC Factory Server (OFS)
- GE Digital Industrial Gateway Server (IGS)
- GE Modbus Ethernet (MBE)
- Kepware
- FactoryTalk Linx
- Wonderware IO Driver Suite
- Ignition IO Driver Suite
- VTScaDa IO Driver Suite

Some of the more common SCADA communication protocols we use are:

- Modbus
- OPC DA
- OPC UA
- Ethernet/IP
- Profinet
- MQTT

3. Authorized Distributor

Prime Controls is authorized to resell all products specified in the RFP. We hold the following manufacturer certifications along with others that cover practically all aspects of water/wastewater control projects.



- GE Digital (Proficy) ***Solution Provider***, also GE ***Premier Solution Partner***
- Schneider Electric (Modicon) ***Alliance Partner and Preferred Partner in Water & Waste Water***
- Hach ***IIM Partner***
- Belden (Hirschmann) ***Alliance Partner***
- Schneider Electric-Control Microsystems (SCADAPack) ***Integration Partner***
- Rockwell Automation (Allen-Bradley) ***Solution Partner***

4. Project Schedule

The picture on the cover of this proposal shows our headquarters building in Lewisville. This office houses 249 employees including 60 Automation Specialists and Project Engineers, 32 Designers/Drafters, 15 Technicians, and 21 Electricians. Our Panel Shop, with 18 Production Associates, is in this building.

Our headquarters staff is immediately available to support any SCADA project required by the City of Denton. The Account Manager for Denton, Lain Cloy, PMP, and Service Manager, Colby Cobb, have direct, recent experience with the City. They will use the pool of employees at our headquarters to staff one or more project teams as required to efficiently execute projects with strict compliance to the City's schedule requirements.

Exhibit F

				Prime Controls	
				Total Price	\$426.00
Line #	Description	QTY	UOM	Unit	Extended
1	Hourly Rate: Non-Emergency- 8:00am-5:00pm Mon-Fri	1	HR	\$110.00	\$110.00
2	Hourly Rate: Non-Emergency - stay on job after 5pm	1	HR	\$143.00	\$143.00
3	Hourly Rate: Emergency Repairs	1	HR	\$173.00	\$173.00
4	Parts: Percent mark-up	1	Percent	25.0%	

Exhibit ^G

CONFLICT OF INTEREST QUESTIONNAIRE -		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
1	Name of vendor who has a business relationship with local governmental entity. Prime Controls, L.P.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin: 10px 0;"> _____ Name of Officer </div> <p>This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<input type="checkbox"/> I have no Conflict of Interest to disclose.	
5	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p>DocuSigned by:</p> <p><i>Jace McNeil</i></p> <p>5862305F8150418</p> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p>5/17/2021</p> <p>Date</p> </div> </div>	

Certificate Of Completion

Envelope Id: AE644ED09CB741C1B2DBB53FD2360454

Status: Completed

Subject: Please DocuSign: City Council Contract 7494-1 SCADA Maintenance

Source Envelope:

Document Pages: 53

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 2

Gabby Leeper

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Gabby.Leeper@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Gabby Leeper

Location: DocuSign

4/27/2021 4:09:26 PM

Gabby.Leeper@cityofdenton.com

Signer Events**Signature****Timestamp**

Gabby Leeper

Completed

Sent: 4/27/2021 4:21:50 PM

gabby.leeper@cityofdenton.com

Viewed: 4/27/2021 4:22:00 PM

Buyer

Signed: 4/30/2021 12:17:29 PM

City of Denton

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Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Lori Hewell



Sent: 4/30/2021 12:17:34 PM

lori.hewell@cityofdenton.com

Viewed: 4/30/2021 4:03:27 PM

Purchasing Manager

Signed: 4/30/2021 4:05:04 PM

City of Denton

Signature Adoption: Pre-selected Style

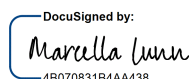
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(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 4/30/2021 4:05:07 PM

marcella.lunn@cityofdenton.com

Viewed: 5/3/2021 3:35:15 PM

Deputy City Attorney

Signed: 5/3/2021 3:38:01 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 68.185.202.16

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jace McNiel



Sent: 5/10/2021 1:56:36 PM

j.mcniel@prime-controls.com

Resent: 5/14/2021 10:13:10 AM

President

Viewed: 5/17/2021 1:38:44 PM

Prime Controls, LP

Signed: 5/17/2021 1:39:23 PM

Security Level: Email, Account Authentication
(None)





Signature Adoption: Pre-selected Style

Using IP Address: 74.113.246.158

Electronic Record and Signature Disclosure:

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<p>Stephen D. Gay Stephen.Gay@cityofdenton.com Director, Water and Wastewater Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/18/2021 10:36:26 AM ID: 2d02dacf-e6e4-4bef-87d8-d1172fa794da</p>	<p>DocuSigned by:  FEB48BB9726E4A9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 5/17/2021 1:45:33 PM Viewed: 5/17/2021 1:47:05 PM Signed: 5/18/2021 10:37:28 AM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 5/18/2021 10:37:31 AM Viewed: 6/23/2021 8:27:20 AM Signed: 6/23/2021 8:27:41 AM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 6/23/2021 8:27:45 AM Viewed: 6/23/2021 8:40:09 AM Signed: 6/23/2021 8:40:15 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 6/23/2021 8:40:19 AM Viewed: 6/23/2021 11:02:37 AM Signed: 6/23/2021 11:03:02 AM</p>
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2021 12:17:32 PM
Lisa Lauer l.lauer@prime-controls.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/10/2021 1:53:38 PM ID: 996c7a8b-0138-4169-875b-03d150738be9	COPIED	Sent: 5/10/2021 1:56:38 PM Viewed: 5/14/2021 9:30:17 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/23/2021 8:27:43 AM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/23/2021 8:27:44 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/23/2021 11:03:07 AM Viewed: 6/23/2021 11:27:50 AM
Hector Ortiz Hector.Ortiz@cityofdenton.com Water Production Superintendent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/18/2021 1:21:35 PM ID: 6f8842cf-0bec-45c3-b8eb-f96f888361d5	COPIED	Sent: 6/23/2021 11:03:08 AM Viewed: 6/23/2021 11:30:19 AM

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Completed	Security Checked	6/23/2021 11:03:08 AM
Payment Events	Status	Timestamps

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE TOWN OF WESTLAKE AND CITY OF DENTON**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The Town of Westlake (the “Town”) and the City of Denton (“Denton”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The Town and Denton represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The Town and Denton are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The Town and Denton agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the Town nor Denton warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the Town or Denton, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the Town and Denton agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

Town of Westlake:

Town of Westlake
Attn.: Procurement
1500 Solana Blvd.
Building 7
Suite 7200
Westlake, TX 76262
Phone: (817) 430-0941
Fax: (817) 430-1812

Denton:

Purchasing Department
City of Denton
901 B Texas St.
Denton, TX 76209
Phone: 940-349-7100
Purchasing@CityOfDenton.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Denton County, Texas, United States of America for Denton and shall be Tarrant County, Texas, United States of America for the Town.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right

of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

TOWN OF WESTLAKE

CITY OF DENTON

BY: _____
Town Manager

BY: _____

DATE: _____

BY Printed Name and Title

ATTEST: _____
Town Secretary

ATTEST: _____

DATE: _____

ATTEST Printed Name and Title

APPROVED AS TO FORM:

Town Attorney



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: ORD-983

Agenda Date: 11/6/2023

Agenda #: J.1.

TOWN STAFF REPORT RECCOMENDATIONS

Discuss and consider approving the suggested intersection change submitted by Teague Nall and Perkins Engineering firm and adopt Ordinance 983 to add stop signs at Randol Mill and Dove intersection replacing current yield signs, approve quotes from Stripe-A-Zone for restriping and Smith Lawn and Tree for tree removal and the associated budget amendment for unbudgeted work; and take appropriate action (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

Council member David Quint requested that staff evaluate the intersection of Dove and Randol Mill after hearing of an accident at that intersection. There have also been several citizens complain that there was a great number of accidents at that intersection as well. Staff requested that the Fire Department and Police Department pull the number of accidents in and near the intersection to evaluate the issue. Staff also requested that Teague Nall and Perkins, our Town engineering firm, evaluate the intersection and suggest improvements if necessary. Police and Fire reports show a total of 3 major accidents (with injuries) and 2 minor accidents (no injuries) were reported at the intersection of Randol Mill and Dove lane in the past 5 years. Only 1 accident was reported to be in the intersection with the others caused by distracted drivers that lost control of their vehicles before or after the intersection.

DISCUSSION:

Staff met with our Town Engineer and asked them to evaluate the intersection and make suggestions in making the intersection more safe. The suggested changes are attached and include exchanging current yield signs with stop signs, restriping the intersection with reflective paint, adding raised and reflective buttons along the south side of the roadway (area of the majority of the accidents due to distracted driving) and the removal of several trees that could hinder a drivers view of oncoming traffic or cars that are stationary at the stop signs. Bids were requested from 3 different stripping and sign companies with Stripe-a-Zone coming in with the lowest bid of \$6,573. The Public Works team will add additional reflective buttons to the road edges for an additional \$400 and trees will be removed by Smith Lawn and Tree at their contracted price. Traffic at this intersection is relatively slow during the majority of the day but should be monitored. Once traffic increases a signal warrant study should be completed to determine if a signal light or traffic circle would increase the safety of drivers and citizens while decreasing wait times for drivers.

FISCAL IMPACT:

Staff requesting the approval of a budget amendment not to exceed \$8000 from the general fund balance to _____ for the unbudgeted intersection improvements.

STAFF RECOMMENDATION:

Staff recommends approving a budget amendment not to exceed \$8,000 from general fund balance to _____ for the intersection improvement and the amendment of Ordinance 983 to replace the yield signs with stop signs at the intersection of Dove and Randol Mill.

ATTACHMENT(S):

Ordinance 983

Intersection improvement plan from TNP

Quotes for service

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

TOWN OF WESTLAKE

ORDINANCE NO. 983

AN ORDINANCE OF THE TOWN OF WESTLAKE AMENDING ORDINANCE 684 THE WESTLAKE CODE OF ORDINANCES DIVISION 2, TRAFFIC CONTROL DEVICES, SECTION 90-52 STOP SIGNS AMENDING (B) ADDING ITEM (16); STOP SIGNS INSTALLED FOR NORTHBOUND TRAFFIC AT RANDOL MILL ROAD TURNING ONTO EAST AND WESTBOUND DOVE ROAD; AND WESTBOUND DOVE ROAD TURNING SOUTHBOUND ONTO RANDOLL MILL; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE (FINE NOT TO EXCEED \$250.00) PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Teague Nall and Perkins Engineering has recommended the Town Council add stop signs at Randol Mill and Dove Road intersection; and

WHEREAS, The Town Council finds it is in the best interest of the Town and its citizens as well as the traveling public and that the amendment to the Code of Ordinances for the Town of Westlake should be approved and adopted; and

WHEREAS, by the passage of this ordinance and publication of ordinance, shall in effect serve notice of the change to the general public; and

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 90 Section 90-52 (B) Stop Signs of the Town of Westlake Code of Ordinances, is hereby amended to add a stop sign item (16) as follows:
(16) Northbound traffic at Randoll Mill turning onto east and westbound Dove Road; and westbound traffic on Dove Road turning southbound onto Randoll Mill.

SECTION 3: That all provisions of Chapter 90 not hereby amended shall remain in full force and effect.

SECTION 4: It shall be unlawful for any person to drive or operate a motor vehicle that enters the intersection at Randol Mill and Dove without stopping in obedience to the sign erected and installed pursuant to this Ordinance. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy cover or hinder the visibility of any stop sign erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine not less than \$50.00 or more than \$250.00.

SECTION 4: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 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 be published in the official newspaper of the City, as required by law and shall become effective after publication as provided by law.

PASSED AND APPROVED ON THIS 6th DAY OF NOVEMBER 2023.

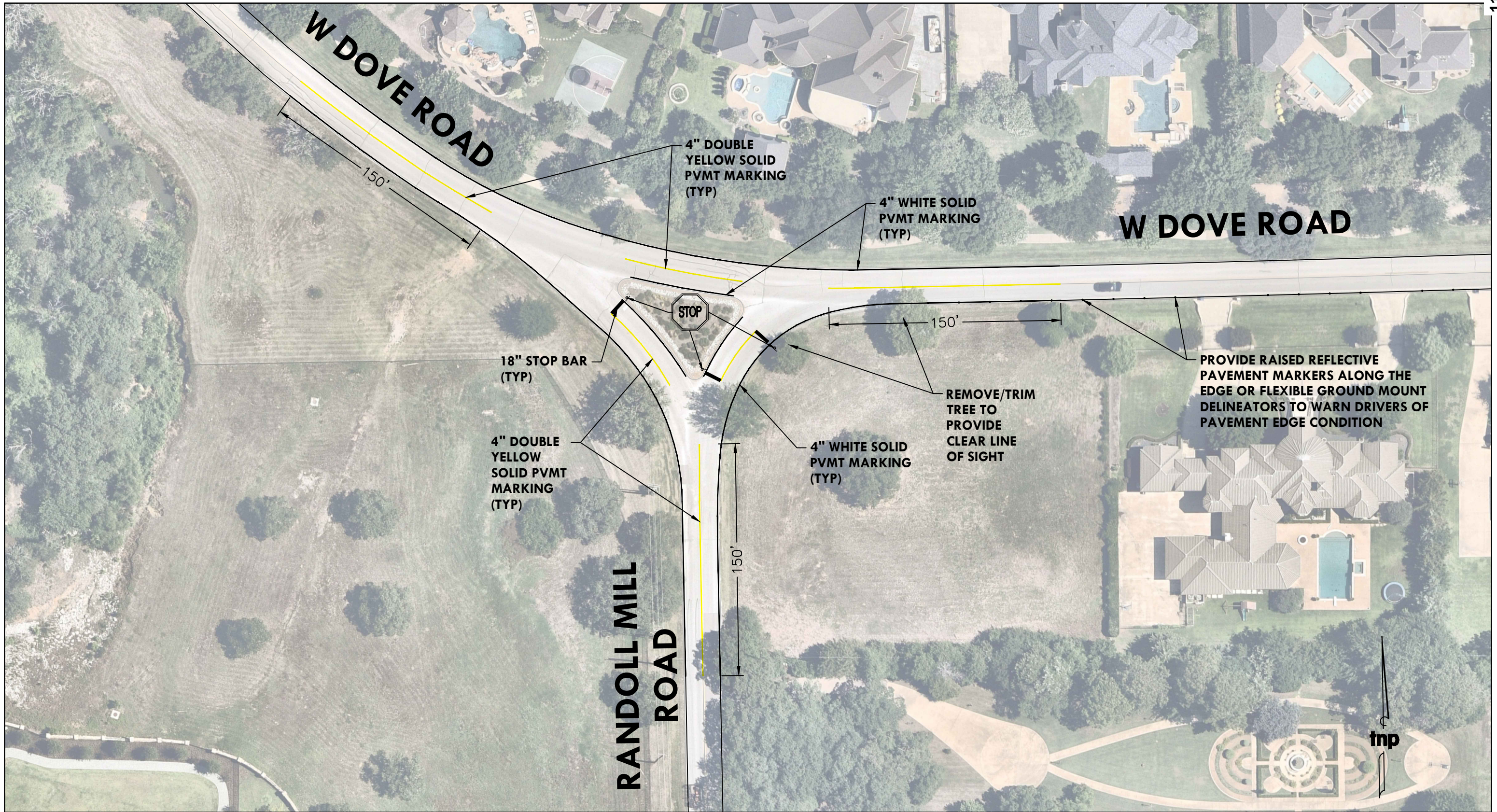
Mayor Sean C. Kilbride

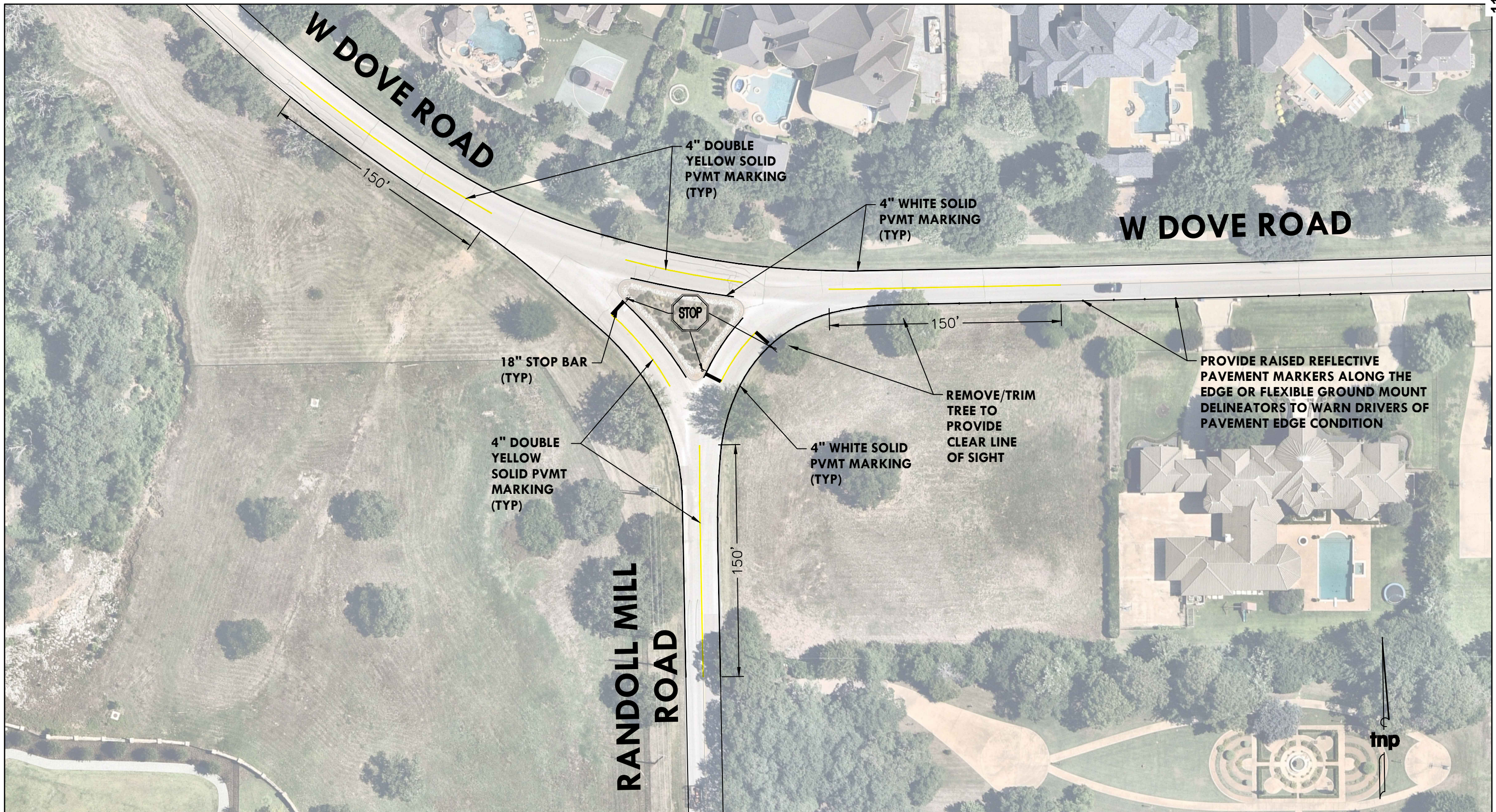
ATTEST:

Amy M. Piukana, Town Secretary

APPROVED AS TO FORM:

Stan Lowry, Town Attorney





PAVEMENT MARKING PLAN

TOWN OF WESTLAKE, TEXAS

WEST DOVE ROAD - RANDOLL MILL ROAD



TRAFFIC HIGHWAY MAINTENANCE, LLC

930 KCK Way, Cedar Hill, TX 75104

Certifications: TxDOT SBE | NCTRCA SBE

Job Name: WESTLAKE -WEST DOVE RD - RANDOLL MILL RD

Control#:

Project#:

Bid Date: 10/19/2023

Proposal#: 23-J759-18

Estimator: Ashley Voelkel

Office: (469) 523-0180 X 128

Email: ashleyv@thmtx.com

Operations: Blane Pierson

Office: (469) 523-0180 X 114

Email: blane@thmtx.com

Item	Description	Unit	Quantity	Unit Price	Ext Price
10	WEST DOVE RD - RANDOLL MILL RD PAVEMENT MARKINGS	LS	1.000	\$9,750.000	\$9,750.00
Bid Total:					\$9,750.00

NOTES:

BASED ON ONE (1) MOVE-IN. ADDITIONAL MOVE-INS WILL BE SUBJECT TO A \$2,500.00 MOBILIZATION CHARGE PLUS UNIT PRICES.

IF ACCEPTED, THE FOLLOWING QUOTE CONDITIONS MUST BE INCORPORATED INTO THE CONTRACT:

- * NO PRIOR CLEANING OR SWEEPING
- * ANY SUBSIDIARY PERMANENT PAVEMENT MARKINGS, WORK ZONE MARKINGS, TABS, BUTTONS/MARKERS, AND ELIMINATION OF MARKINGS IS EXCLUDED
- * THM MUST BE NOTIFIED OF ANY CANCELLATION A MINIMUM OF (12) HOURS PRIOR TO THE SCHEDULED TIME OF ARRIVAL OR THE GC WILL BE SUBJECT TO A CANCELLATION FEE OF \$5,500.00 PER (12) HOUR SHIFT
- * WAITING TIME WILL BE CHARGED AT A RATE OF \$1,500.00 PER HOUR IF THE CREW IS ONSITE AND CANNOT WORK DUE TO THE GC
- * MINIMUM 3 WEEKS NOTICE REQUIRED FOR MOVE-IN
- * PAYMENTS DUE UPON RECEIPT OF FUNDING
- * PRICES EXCLUDE ALL BONDS & TAXES
- * NO RETAINAGE SHALL BE WITHHELD

Traffic Highway Maintenance, LLC. does not indemnify General Contractor or Project Owners for accidents, injury or death caused solely by General Contractor or Project Owners active or passive negligence. This proposal may be withdrawn if not accepted within 30 days. Prices quoted are pending compliance with credit terms and conditions.

Signature

Date

Printed Name

Company Name



SALES QUOTE

Stripe-A-Zone LLC

2714 Sherman Street
Grand Prairie, TX 75051
Phone 972-647-2714
Fax 972-641-9520
www.Stripe-A-Zone.com

PAY Bidder
TO: ,

ORDER #: SQ-013696-SAZ

ORDER DATE: 10/11/2023

ENTERED BY: BDIAZ

ESTIMATOR: CHAD JEWELL CJEWELL@STRIPE-A-ZONE.COM

PROJECT: PJ-00011526

PROJECT NAME: W DOVE AND RANDOLL MILL

SHIP W DOVE AND RANDOLL MILL
TO: ,
Kyle
PH: 817-996-6793
EMAIL: kflanagan@westlakextx.gov

PO#	CONTRACT #	PAYMENT TERMS	GOOD UNTIL
W DOVE AND RANDOLL MILL		30 Days	11/10/2023

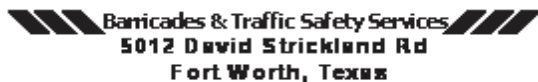
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3604	Furnish and Install 4" Double Yellow Thermoplastic	LF	633	\$0.00	\$0.00
3601	Furnish and Install 4" White Thermoplastic	LF	1634	\$0.00	\$0.00
3638	Furnish and Install 18 white TY I thermoplastic	LF	45	\$0.00	\$0.00
3317	Furnish and Install "STOP" 30" X30" sign on 2" X 2" breakaway post	EACH	3	\$0.00	\$0.00
3502	Furnish and Install Ty I-C 4" reflective marker	EACH	20	\$0.00	\$0.00
2001	Lump Sum - Material	LUMP SUM	1	\$6,573.00	\$6,573.00
				Subtotal	\$6,573.00
				Sales Tax	\$0.00
				Total	\$6,573.00

NOTES: NO DETAIL PROVIDED

Priced for one (1) coat of Quality Traffic Marking paint. Excludes surface preparation and bonds. This proposal is based upon one (1) trip completion. All additional trips (due to General Contractor or owner negligence) will be subject to additional mobilization charges. The prices, specifications and conditions of this proposal are satisfactory and are hereby accepted. I understand Stripe-A-Zone, Inc. is not liable for any damages of any underground utilities and cannot guarantee any striping that is done on concrete that has not cured for at least ninety (90) days. The above total will have a 3% fee assessed if paid with a credit card. Any alterations and deviations from the above specifications involving extra costs will be executed only upon written orders from Stripe-A-Zone, Inc. Acceptance of this proposal is an agreement for the above scope and pricing only. Any court action resulting from this agreement will be conducted in Tarrant County, Texas. We may withdrawal this proposal if it is not accepted within thirty (30) days.

SIGNATURE/PRINTED NAME: _____ DATE OF ACCEPTANCE: _____

CrossRoads



Fax / E Mail Transmittal

DATE: 10/6/23

TO: Estimating Dept
ATTN

COMPANY

FAX NUMBER

FROM: Aaron Teeter
PERSON

817.634.0044
PHONE NUMBER

817.634.0048
FAX NUMBER

Number of pages including cover sheet: 1 please call (817) 634-0044 if any pages are missing.

Sales Quote

W. Dove Road - Striping and Signage City of Westlake

Item	Description	Unit	Quantity	Unit Price	Extension
NI	4" White Thermoplastic Stripe	LF	800	\$1.25	\$1,000.00
NI	4" Double Yellow Thermoplastic Stripe	LF	600	\$3.25	\$1,950.00
NI	18" White Thermoplastic Stripe	LF	45	\$10.95	\$492.75
NI	White Refl Buttons	EA	50	\$5.25	\$262.50
NI	Sign Assemblies Installed on Green Powder Coated Unistrut Po	EA	3	\$625.00	\$1,875.00
NI	Traffic Control During Install	PER DAY	2	\$785.00	\$1,570.00

Quote valid for up to 20 days. Pricing subject to change after 20 day period.
No prior cleaning, no surface prep and no sandblasting unless otherwise noted above.
Pavement marking installation by handcart only, excludes long liner installation.
A minimum of \$1000.00 to be billed for all pavement marking installation.
First mobilization is included, each additional mobilization will be \$850.
Changes and or revisions to plans will alter prices quoted.
Invoice will be for actual quantities installed at above unit pricing
Sign assemblies installed on green powder coated post
Tax will be applied unless tax exemption certificate is provided.
Excludes permits.

Sincerely,
Aaron Teeter

Thank you for the opportunity to earn your business.



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: 23-278

Agenda Date: 11/6/2023

Agenda #: J.2.

TOWN STAFF REPORT RECCOMENDATIONS

Discuss intersection safety and possible intersection improvements for the intersection of Solana Blvd and Granada/Cortez; and take appropriate action (Wade Carroll, Town Manaer)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

On Tuesday, October 17th an accident occurred at Solana Blvd and Granada. The Mayor reported to staff that he had received many calls from Granada residents that there had been many accidents at that location and that the intersection was extremely dangerous. A traffic signal is required to be installed at that intersection as part of the developers agreement for the Solana Improvement District (Entrada) however the agreements state that the signal must be warranted to TxDot standards. There is language however that the intersection improvements be installed prior to the development of the 14.5 acres of residential units adjacent to the Solana complex (Core Logic property) but still refers to the developers agreement that states the signal must be warranted. The language does allow the Town to negotiate the installation timing as part of another approved developer's agreement thus opening the requirement up for further negotiation. The developer had a traffic signal warrant study completed and has had the engineering completed for the signal light installation however the intersection did not meet any of the 9 requirements for traffic signal installation. Most traffic counts were approximately half of the required numbers for traffic signal installation. The developer's agreement, Entrada zoning language and signal warrant study are attached.

DISCUSSION:

Over the past five years two (2) major accident and no (0) minor accidents have occurred at the intersection of Solana Blvd and Granada/Cortez. Solana Blvd is a wide, major thoroughfare and although traffic counts are low and do not warrant traffic signal installation, the speed at which a vehicle can travel on this well improved but dimly lit roadway could cause serious injuries to drivers or pedestrians due to the high rate of speed possible on the roadway itself. This fact must be weighed with the warrant study recommendations when deciding upon the timing of the installation. The Solana planned development zoning and the developer's agreement both call for the signal light installation to be warranted by TxDot standards prior to instillation but does require 88% of the project funds are escrowed by the developer upon approval of the intersection improvement plans (engineering). Plans for the intersection improvements were received on October 26th and are currently being inspected by the Town engineers for approval. The approximate cost of signalization of a 4-way multi-lane intersection is \$450,000 making the Town's portion of the project approximately \$54,000.

FISCAL IMPACT:

The addition of 4 LED solar powered stop signs with blinking red lights is approximately \$20,000. If the developer agrees to move forward with installation of signal light the Town will be responsible for approximately \$54,000. Neither expense was budgeted and would require approval of a budget transfer from unassigned general fund balance to 100-16-44303 Road Repairs and Maintenance for the improvements.

STAFF RECOMMENDATION:

Staff recommends approval of the expenditure not to exceed \$20,000 for the installation of 4 solar powered, LED lit stop lights at the intersection of Solana Blvd and Granada/Cortez. Staff would also recommend that the traffic signal be scheduled for installation as part of the requirements met to approve the development of the Core Logic property and the light be fully installed and operational before the approval of the last 25% of building permits be issued for the same property.

ATTACHMENT(S):

Traffic Warrant Study

Language from Solana Improvement District developer's agreement and Entrada Zoning

Quotes for stop sign installation

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny



To: Ron Ruthven, AICP
Town of Westlake, Texas

From: Briallen Rees, PE, PTOE

Date: October 23, 2023

Subject: Traffic Signal Warrant Analysis at Solana Boulevard and Cortes Drive in the Town of Westlake, Texas

Dear Mr. Ruthven:

The purpose of this traffic signal warrant analysis is to analyze the existing traffic volumes at the intersection of Solana Boulevard and Cortes Drive to determine if a traffic signal is warranted today. The intersection is one of the primary access points for the Westlake Entrada development and is currently unsignalized. A vicinity map is included in **Figure 1**.



Figure 1: Vicinity Map

Traffic Signal Warrant Analysis

A traffic signal warrant analysis (TSWA) was performed for the intersection of Solana Boulevard and Cortes Drive in the Town of Westlake, Texas for existing conditions. The intersection is one of the primary access points for the Westlake Entrada development and thus, is anticipated to experience high volumes of traffic upon completion of the development. Traffic data was collected at this intersection on Wednesday, October 11, 2023 during the AM and PM peak hours, traffic data sheets are included as an **Attachment**. In order to perform a full TSWA, 24-hour counts are needed; in order to calculate the remaining traffic data, ITE time of day traffic distribution percentages were used.

This traffic signal warrant was conducted based on the Texas *Manual on Uniform Traffic Control Devices* (TMUTCD). The TMUTCD provides the necessary requirements to warrant a traffic signal control. The TSWA worksheet including analysis of each of the warrants is included as an **Attachment**.

The investigation of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following traffic signal warrants:

Warrant 1, Eight-Hour Vehicular Volume

Warrant 2, Four-Hour Vehicular Volume

Warrant 3, Peak Hour

Warrant 4, Pedestrian Volume

Warrant 5, School Crossing

Warrant 6, Coordinated Signal System

Warrant 7, Crash Experience

Warrant 8, Roadway Network

Warrant 9, Intersection Near a Grade Crossing

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection. A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.

The study should consider the effects of the right turn vehicles from the minor street approaches. Engineering judgment should be used to determine what, if any, portion of the right turn traffic is subtracted from the minor street count when evaluating the signal warrants. The following paragraphs provide a brief description of each of the signal warrants in the TMUTCD.

Warrant 1, Eight-Hour Vehicular Volume

The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

The Interruption of Continuous Traffic, Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

The results of the eight-hour vehicular volume warrant indicate that only about 45% of the volume is currently present to meet this warrant. The requirement is 420 vehicles on the main road (Solana Boulevard) during the eighth highest hour, and currently there are only 274 vehicles; on the minor road, 105 vehicles should be present during the eighth highest hour and currently there are only 28 vehicles. Warrant 1 is not satisfied.

Warrant 2, Four-Hour Vehicular Volume

The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

The results of the four-hour vehicular volume warrant indicate that the minor street volumes (Cortes Drive) is too low to meet the warrant requirements. Graphs are provided in the TMUTCD depicting the relationship between the major and minor road, see **Figure 2**. As shown in the graph, the volumes on both the major and minor road approaches are too low and therefore warrant 2 is not satisfied.



Figure 2: Four-Hour Volume Warrant Summary

Warrant 3, Peak Hour

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

Since the anticipated land use of the Westlake Entrada development does not fall under one of the categories listed, warrant 3 is not applicable and therefore not satisfied. Even if the land uses for Entrada were aligned with the lane uses listed in the TMUTCD, the traffic volumes would not satisfy the peak hour warrant. Another graph is provided in the manual depicting the relationship between major and minor road traffic, see **Figure 3**.

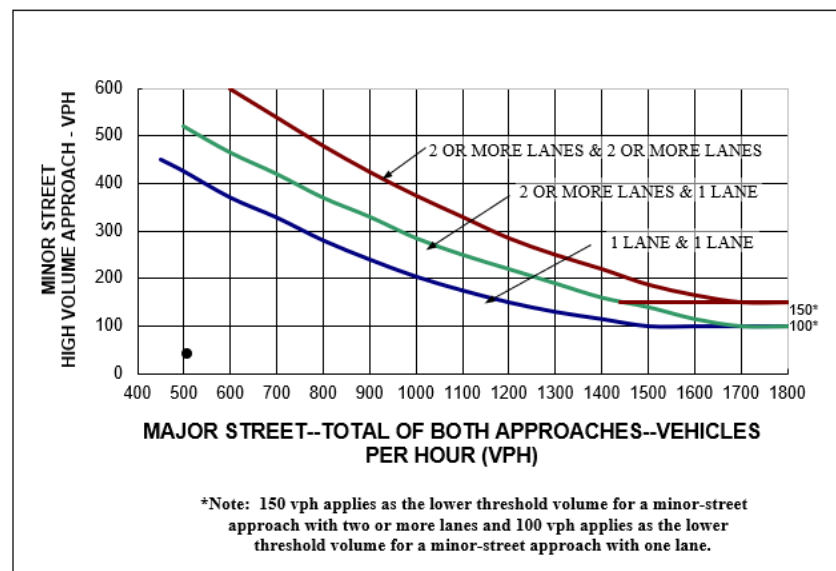


Figure 3: Peak Hour Volume Warrant Summary

Warrant 4, Pedestrian Volume

The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross is less than 300 feet unless the proposed traffic control signal will not restrict the progressive movement of traffic.

Pedestrian traffic volumes at this intersection were low enough to be considered insignificant. Warrant 4 is not satisfied.

Warrant 5, School Crossing

The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word “school children” includes elementary through high school students.

Since no schools are present within the vicinity of the site, warrant 5 is not applicable and therefore not satisfied.

Warrant 6, Coordinated Signal System

Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.

The nearest traffic signal to the intersection of Solana Boulevard and Cortes Drive is the intersection of Davis Boulevard and Solana Boulevard, which is approximately 1,350 feet northwest of our intersection. Since the existing volume along Solana Boulevard is relatively low, there is likely no issue with vehicle platooning. Warrant 6 is not satisfied.

Warrant 7, Crash Experience

The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

BGE reviewed the TxDOT Crash Records Information System (CRIS) database for historic crash data at the intersection of Solana Boulevard and Cortes Drive. Records were searched from 2018 to 2023 and no crashes had been reported during this time period. It typically takes a few months for the database to be updated with recent crashes, so any new crashes occurring in the Summer or Fall of 2023 have likely not been put into the database. However, in order for warrant 7 to be considered or met, warrant 1 must first be satisfied; since warrant 1 is not yet satisfied, even if recent crashes occurred at the intersection, the warrant would not be satisfied.

Warrant 8, Roadway Network

Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network. The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets specific traffic volume criteria stated in the warrant.

In order for warrant 8 to be satisfied, the total approach volume on all approaches should be greater than 1,000 vehicles for a single peak hour. The highest total approach volume that has been calculated for this intersection in existing conditions is 561 vehicles. Warrant 8 is not satisfied.

Warrant 9, Intersection Near a Grade Crossing

The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing.

The intersection of Solana Boulevard and Cortes Drive is not near a rail crossing. Warrant 9 is not satisfied.

Conclusion

The purpose of this traffic signal warrant analysis was to analyze existing traffic volumes and conditions at the intersection of Solana Boulevard and Cortes Drive to determine if a traffic signal is warranted today. The traffic warrant methodology presented in the Texas *Manual on Uniform Traffic Control Devices* (TMUTCD) was used to determine the need for a traffic signal. The results of the warrant analysis determined that none of the nine signal warrants presented in the TMUTCD were satisfied under existing conditions. A traffic signal is not warranted or recommended at this time.

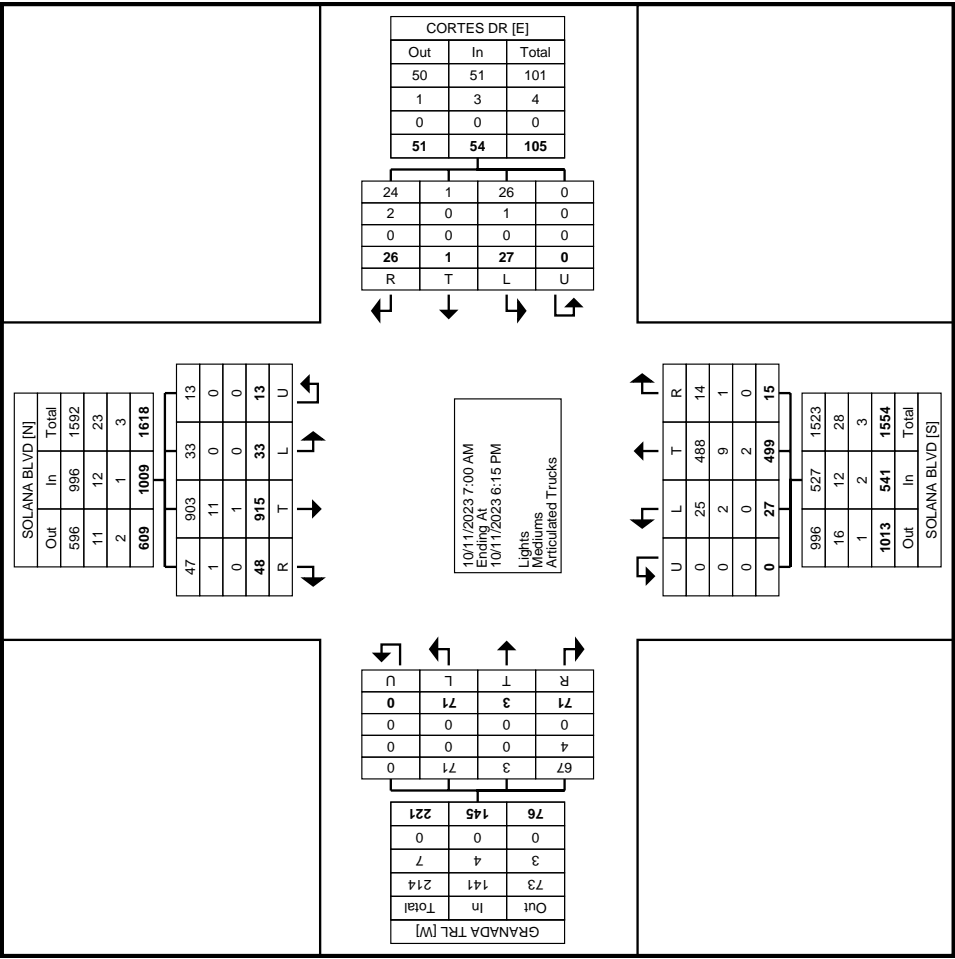
Sincerely,



Briallen Rees, PE, PTOE
Project Manager
brees@bgeinc.com
(972) 528-8457

Turning Movement Data

Start Time	SOLANA BLVD Southbound					CORTES DR Westbound					SOLANA BLVD Northbound					GRANADA TRL Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
7:00 AM	0	49	3	0	52	3	0	0	0	3	0	6	0	0	6	2	0	2	0	4	65
7:15 AM	2	43	1	1	47	1	0	2	0	3	0	7	1	0	8	4	0	5	0	9	67
7:30 AM	0	89	0	1	90	2	0	0	0	2	2	13	1	0	16	3	0	6	0	9	117
7:45 AM	3	126	3	0	132	2	0	1	0	3	4	18	0	0	22	7	0	7	0	14	171
Hourly Total	5	307	7	2	321	8	0	3	0	11	6	44	2	0	52	16	0	20	0	36	420
8:00 AM	4	130	2	1	137	2	0	1	0	3	5	21	2	0	28	6	0	8	0	14	182
8:15 AM	1	114	1	2	118	2	0	2	0	4	1	20	2	0	23	3	0	6	0	9	154
8:30 AM	3	92	3	0	98	0	0	3	0	3	0	14	0	0	14	2	0	7	0	9	124
8:45 AM	4	67	0	1	72	0	1	2	0	3	1	16	1	0	18	5	1	2	0	8	101
Hourly Total	12	403	6	4	425	4	1	8	0	13	7	71	5	0	83	16	1	23	0	40	561
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	1	18	5	0	24	2	0	1	0	3	4	50	0	0	54	4	1	5	0	10	91
4:15 PM	0	29	4	1	34	1	0	2	0	3	1	41	0	0	42	8	0	3	0	11	90
4:30 PM	2	19	7	1	29	1	0	1	0	2	3	32	1	0	36	3	0	4	0	7	74
4:45 PM	2	20	3	0	25	2	0	2	0	4	1	35	0	0	36	1	0	3	0	4	69
Hourly Total	5	86	19	2	112	6	0	6	0	12	9	158	1	0	168	16	1	15	0	32	324
5:00 PM	1	25	2	2	30	1	0	3	0	4	2	86	3	0	91	5	0	1	0	6	131
5:15 PM	2	32	5	0	39	4	0	3	0	7	2	63	2	0	67	3	0	3	0	6	119
5:30 PM	3	25	4	0	32	2	0	0	0	2	0	54	1	0	55	3	1	3	0	7	96
5:45 PM	5	37	5	3	50	2	0	3	0	5	1	23	1	0	25	12	0	6	0	18	98
Hourly Total	11	119	16	5	151	9	0	9	0	18	5	226	7	0	238	23	1	13	0	37	444
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	33	915	48	13	1009	27	1	26	0	54	27	499	15	0	541	71	3	71	0	145	1749
Approach %	3.3	90.7	4.8	1.3	-	50.0	1.9	48.1	0.0	-	5.0	92.2	2.8	0.0	-	49.0	2.1	49.0	0.0	-	-
Total %	1.9	52.3	2.7	0.7	57.7	1.5	0.1	1.5	0.0	3.1	1.5	28.5	0.9	0.0	30.9	4.1	0.2	4.1	0.0	8.3	-
Lights	33	903	47	13	996	26	1	24	0	51	25	488	14	0	527	71	3	67	0	141	1715
% Lights	100.0	98.7	97.9	100.0	98.7	96.3	100.0	92.3	-	94.4	92.6	97.8	93.3	-	97.4	100.0	100.0	94.4	-	97.2	98.1
Mediums	0	11	1	0	12	1	0	2	0	3	2	9	1	0	12	0	0	4	0	4	31
% Mediums	0.0	1.2	2.1	0.0	1.2	3.7	0.0	7.7	-	5.6	7.4	1.8	6.7	-	2.2	0.0	0.0	5.6	-	2.8	1.8
Articulated Trucks	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	3
% Articulated Trucks	0.0	0.1	0.0	0.0	0.1	0.0	0.0	0.0	-	0.0	0.0	0.4	0.0	-	0.4	0.0	0.0	0.0	-	0.0	0.2



Turning Movement Data Plot

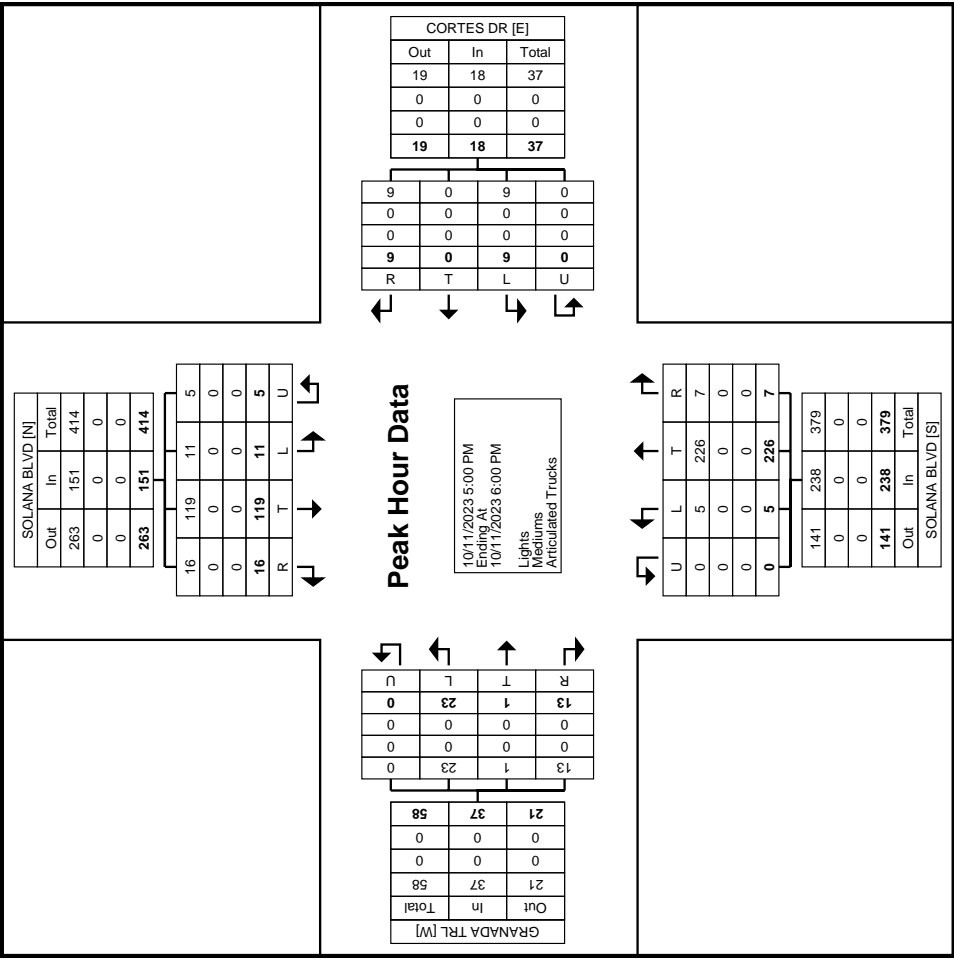
Turning Movement Peak Hour Data (7:45 AM)

Start Time	SOLANA BLVD Southbound					CORTES DR Westbound					SOLANA BLVD Northbound					GRANADA TRL Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
7:45 AM	3	126	3	0	132	2	0	1	0	3	4	18	0	0	22	7	0	7	0	14	171
8:00 AM	4	130	2	1	137	2	0	1	0	3	5	21	2	0	28	6	0	8	0	14	182
8:15 AM	1	114	1	2	118	2	0	2	0	4	1	20	2	0	23	3	0	6	0	9	154
8:30 AM	3	92	3	0	98	0	0	3	0	3	0	14	0	0	14	2	0	7	0	9	124
Total	11	462	9	3	485	6	0	7	0	13	10	73	4	0	87	18	0	28	0	46	631
Approach %	2.3	95.3	1.9	0.6	-	46.2	0.0	53.8	0.0	-	11.5	83.9	4.6	0.0	-	39.1	0.0	60.9	0.0	-	-
Total %	1.7	73.2	1.4	0.5	76.9	1.0	0.0	1.1	0.0	2.1	1.6	11.6	0.6	0.0	13.8	2.9	0.0	4.4	0.0	7.3	-
PHF	0.688	0.888	0.750	0.375	0.885	0.750	0.000	0.583	0.000	0.813	0.500	0.869	0.500	0.000	0.777	0.643	0.000	0.875	0.000	0.821	0.867
Lights	11	456	9	3	479	6	0	6	0	12	10	67	3	0	80	18	0	28	0	46	617
% Lights	100.0	98.7	100.0	100.0	98.8	100.0	-	85.7	-	92.3	100.0	91.8	75.0	-	92.0	100.0	-	100.0	-	100.0	97.8
Mediums	0	6	0	0	6	0	0	1	0	1	0	6	1	0	7	0	0	0	0	0	14
% Mediums	0.0	1.3	0.0	0.0	1.2	0.0	-	14.3	-	7.7	0.0	8.2	25.0	-	8.0	0.0	-	0.0	-	0.0	2.2
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0.0	0.0	0.0	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0

[illegible]

Turning Movement Peak Hour Data (5:00 PM)

Start Time	SOLANA BLVD Southbound					CORTES DR Westbound					SOLANA BLVD Northbound					GRANADA TRL Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
5:00 PM	1	25	2	2	30	1	0	3	0	4	2	86	3	0	91	5	0	1	0	6	131
5:15 PM	2	32	5	0	39	4	0	3	0	7	2	63	2	0	67	3	0	3	0	6	119
5:30 PM	3	25	4	0	32	2	0	0	0	2	0	54	1	0	55	3	1	3	0	7	96
5:45 PM	5	37	5	3	50	2	0	3	0	5	1	23	1	0	25	12	0	6	0	18	98
Total	11	119	16	5	151	9	0	9	0	18	5	226	7	0	238	23	1	13	0	37	444
Approach %	7.3	78.8	10.6	3.3	-	50.0	0.0	50.0	0.0	-	2.1	95.0	2.9	0.0	-	62.2	2.7	35.1	0.0	-	-
Total %	2.5	26.8	3.6	1.1	34.0	2.0	0.0	2.0	0.0	4.1	1.1	50.9	1.6	0.0	53.6	5.2	0.2	2.9	0.0	8.3	-
PHF	0.550	0.804	0.800	0.417	0.755	0.563	0.000	0.750	0.000	0.643	0.625	0.657	0.583	0.000	0.654	0.479	0.250	0.542	0.000	0.514	0.847
Lights	11	119	16	5	151	9	0	9	0	18	5	226	7	0	238	23	1	13	0	37	444
% Lights	100.0	100.0	100.0	100.0	100.0	100.0	-	100.0	-	100.0	100.0	100.0	100.0	-	100.0	100.0	100.0	100.0	-	100.0	100.0
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Mediums	0.0	0.0	0.0	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0.0	0.0	0.0	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0



Traffic Survey — Count Analysis

2011 TMUTCD Warrants

County: _____ District: Ft Worth
City: estla@e Population: 15700 Survey Date: 10/11/2012

		- ame	Control	Section	"* 1 Speed
Major		Solana 8lvd			,* MP>
Minor		Cortes Dr			

Eight Highest Hours: include the same " hours for the Major and Minor Sts volumes

%ime &nds	Major Sts 3 8ot!) pp\$		Minor Sts 3 >is ' ol\$) pp\$		Comments:
	'e!\$ %otal	Ped\$ %otal	'e!\$ %otal	Ped\$ %otal	
(:00) M	*0"		/0		
+00 PM	, "(,7		
"00) M	,7,		,+		
12 - . . -	,+"		,2		
11:00) M	,1(2"		
10:00) M	2"*		,0		
/:00 PM	2"0		,2		
*:00 PM	27/		2(

Warrant 1. Eight Hour Vehicular Volume

<input type="checkbox"/> 0es	<input checked="" type="checkbox"/> - o	Meets 70 1 ^c 2and major3street speed e4ceeds /0 mp! or population less t!an 1050006 <i>or</i> 100 1 ^a 2re7ardless o# speed6 o# Condition) \$
		- <i>or</i> -
<input type="checkbox"/> 0es	<input checked="" type="checkbox"/> - o	Meets 70 1 ^c 2and major3street speed e4ceeds /0 mp! or population less t!an 1050006 <i>or</i> 100 1 ^a 2re7ardless o# speed6 o# Condition 8\$
		- <i>or</i> -
<input type="checkbox"/> 0es	<input checked="" type="checkbox"/> - o	Meets "0 1 ^y o# Conditions) and 8\$
		- <i>or</i> -
<input type="checkbox"/> 0es	<input checked="" type="checkbox"/> - o	Meets *+ 1 ^d o# Conditions) and 8 2and major3street speed e4ceeds /0 mp! or population less t!an 1050006\$

Condition A - Minimum Vehicle Volume

- um9er o# ?anes		'e!icles per !our on Major St 2%otal o# 8ot!) pproac!es6					'e!icles per !our on !i7!er3volume Minor St apprac! 2 . ne Direction . nly6				
Major Street	Minor Street	Re;uired				&4istin7 /*\$7 1	Re;uired				&4istin7 1"\$7 1
		100 1 ^a	"0 1 ^y	70 1 ^c	*+ 1 ^d		100 1 ^a	"0 1 ^y	70 1 ^c	*+ 1 ^d	
1	1	*00	/00	,*0	2"0		1*0	120	10*	"/	
2 or more	1	+00	/ "0	/20	, , +	27/	1*0	120	10*	"/	2"
2 or more	2 or more	+00	/ "0	/20	, , +		200	1+0	1/0	112	
1	2 or more	*00	/00	,*0	2"0		200	1+0	1/0	112	

Condition B - Interruption of Continuous Traffic

- um9er o# ?anes		'e!icles per !our on Major St 2%otal o# 8ot!) pproac!es6					'e!icles per !our on !i7!er3volume Minor St apprac! 2 . ne Direction . nly6				
Major Street	Minor Street	Re;uired				.0\$ / 1	Re;uired				.7\$, 1
		100 1 ^a	"0 1 ^y	70 1 ^c	*+ 1 ^d		100 1 ^a	"0 1 ^y	70 1 ^c	*+ 1 ^d	
1	1	7*0	+00	*2*	/20		7*	+0	*,	/2	
2 or more	1	(00	720	+,0	*0/	27/	7*	+0	*,	/2	2"
2 or more	2 or more	(00	720	+,0	*0/		100	"0	70	*+	
1	2 or more	7*0	+00	*2*	/20		100	"0	70	*+	

^aBasic minimum !ourly volumes

^y: sed #or com9ination o# Conditions) and 8 a#ter ade;uate trial o# ot!er remedial measures\$

^cMay 9e used < !en t!e major3street speed e4ceeds /0 mp! or in a community < it! a population o# less t!an 105000\$

^dMay 9e used #or com9ination o# Conditions) and 8 a#ter ade;uat trial o# ot!er remedial measures < !en major street e4ceeds /0 mp! or in an isolated community < it! a population o# less t!an 105000\$

Warrant 5. School Crossing

<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	s t!e num9er o# ade;uate 7aps in tra##ic stream durin7 t!e period <!en t!e c!ildren are usin7 t!e crossin7 less t!an t!e num9er o# minutes in t!e same periodB – and –
<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	s t!ere a minimum o# 20 students durin7 t!e !i7!est crossin7 !ourB – and –
<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	s t!e nearest si7nal located more t!an ,00 #eet a<ayB 2% !is <arrant may 9e applied i# t!e proposed si7nal is less t!an ,00 #eet and does not restrict t!e pro7ressive movement o# tra##ic\$6

Warrant 6. Coordinated Signal System

<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	. n a one3<ay street or a street <it! tra##ic predominantly in one direction\$ are t!e adjacent si7nals #ar enou7! apart t!at t!e necessary de7ree o# ve!icle platoonin7 does not occurB – or –
<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	. n a t<o3<ay street\$ are t!e adjacent si7nals #ar enou7! apart t!at t!e necessary de7ree o# ve!icle platoonin7 does not occur and <ould t!e proposed and adjacent tra##ic control si7nal provide a pro7ressive operationB

Warrant 7. Crash Experience

<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	s one o# t!e #ollo<in7 conditions metB: <div style="margin-left: 40px;"> ♦ "0 1 o# Condition) or Condition 8 in =arrant 1 ♦ *+ 1 o# Condition) or 8 in =arrant 1 2major3street speed e4ceedin7 /0 mp! or population less t!an 10\$0006 ♦ "0 1 or more o# =arrant / metB – and – </div>
<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	>ave t!ere 9een * or more reporta9le cras!es suscepti9le to correction 9y a tra##ic si7nal <it!in a 12 mont! periodB

Warrant 8. Roadway Network

<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	s t!e total e4istin7\$ or immediately projected\$ enterin7 volume on all approach\$ 7reater t!an 1000 ve!icles #or eac! o# any * !ours o# a Saturday and/or Sunday\$ – or –
<input type="checkbox"/> Does	<input checked="" type="checkbox"/>	- o	s t!e total e4istin7\$ or immediately projected\$ enterin7 volume 7reater t!an 1000 ve!icles #or t!e pea@ !our o# a typical <ee@day\$ and do t!e * year projected tra##ic volumes meet one or more o# =arrants 1\$ 2\$ and , durin7 an avera7e <ee@dayB

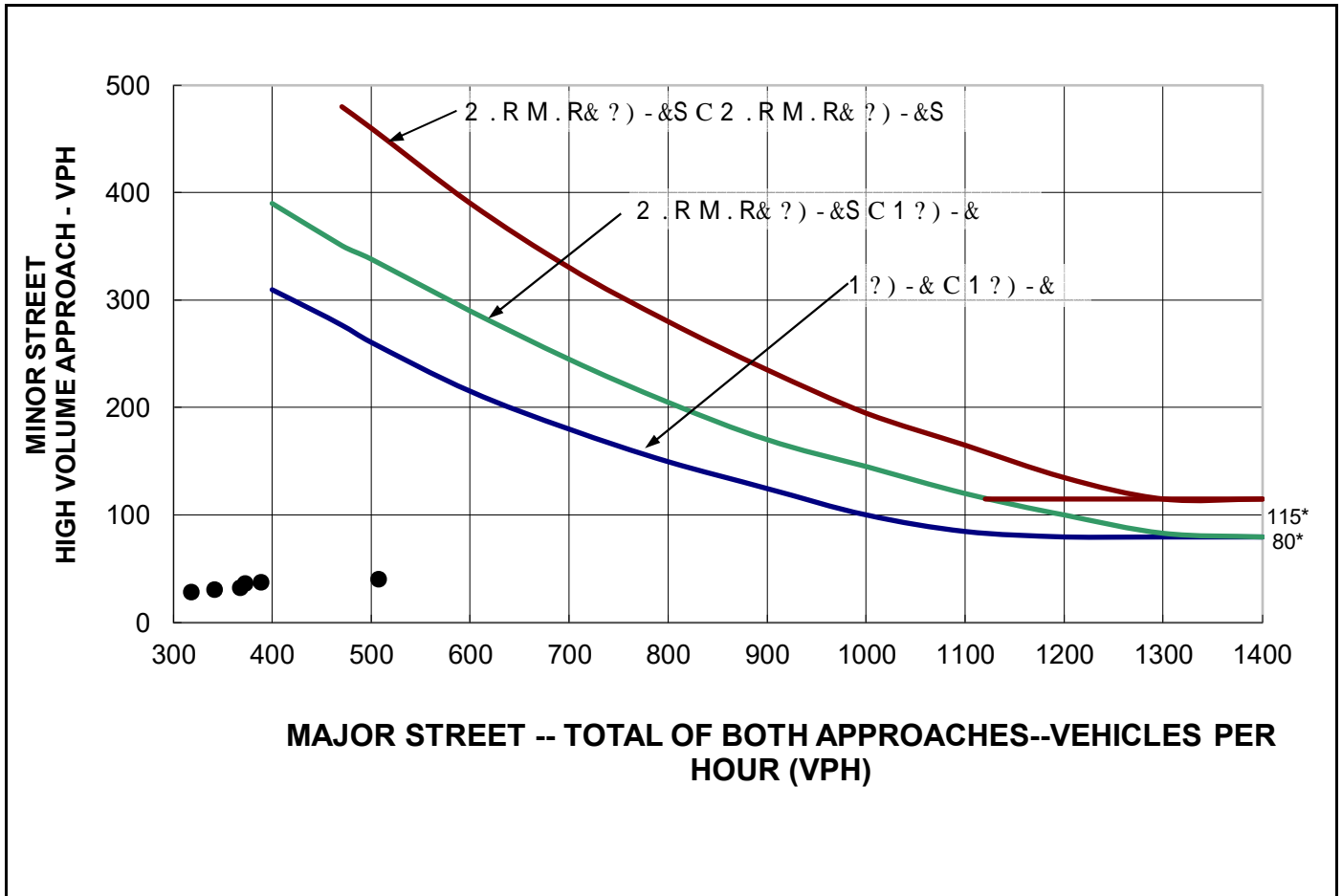
C!ec@ applica9le c!aracteristics o# eac! route:

Major Street	Minor Street	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	t is part o# street or !i7! <ay system t!at serves as t!e principal road<ay net<or@ #or t!e rou7! tra##ic #lo<\$
<input type="checkbox"/>	<input type="checkbox"/>	t includes rural or su9ur9an !i7! <ays outside\$ enterin7\$ or traversin7 a city\$
<input checked="" type="checkbox"/>	<input type="checkbox"/>	t appears as a major route on an o##icial plan suc! as a major street plan in an ur9an area tra##ic and transportation study\$

Remarks:

Warrant 2. Four Hour Volumes

<input type="checkbox"/> 0es <input checked="" type="checkbox"/> - o	Meets eac! o# / >i7!est >ours 2 = arrant 2 A see Fi7ure 16\$
--	--



Fi7ure 1\$ Four3!our volume <arrant\$ 2 = arrant 2\$6

Warrant 3. Peak Hour

<input type="checkbox"/> Does <input type="checkbox"/> No	Are all of the following conditions true for any four consecutive 15 minute periods? 1. Is the total stopped time delay experienced by traffic on one minor street approach (one direction only) controlled by a stop sign, signals or exceeds / vehicle hours for a one-lane approach and vehicle hours for a two-lane approach? <i>and</i> 2. Is the volume of the same minor street approach (one direction only) exceeds or exceeds 100 vph for one moving lane of traffic or 100 vph for two moving lanes? <i>and</i> 3. Is the total entering volume serviced during the hour exceeds 100 vph for intersections at the approach or 100 vph for intersections at the approach or more approaches?
— or —	
<input checked="" type="checkbox"/> Does <input type="checkbox"/> No	Meets one or more of the following, A see Figure 26

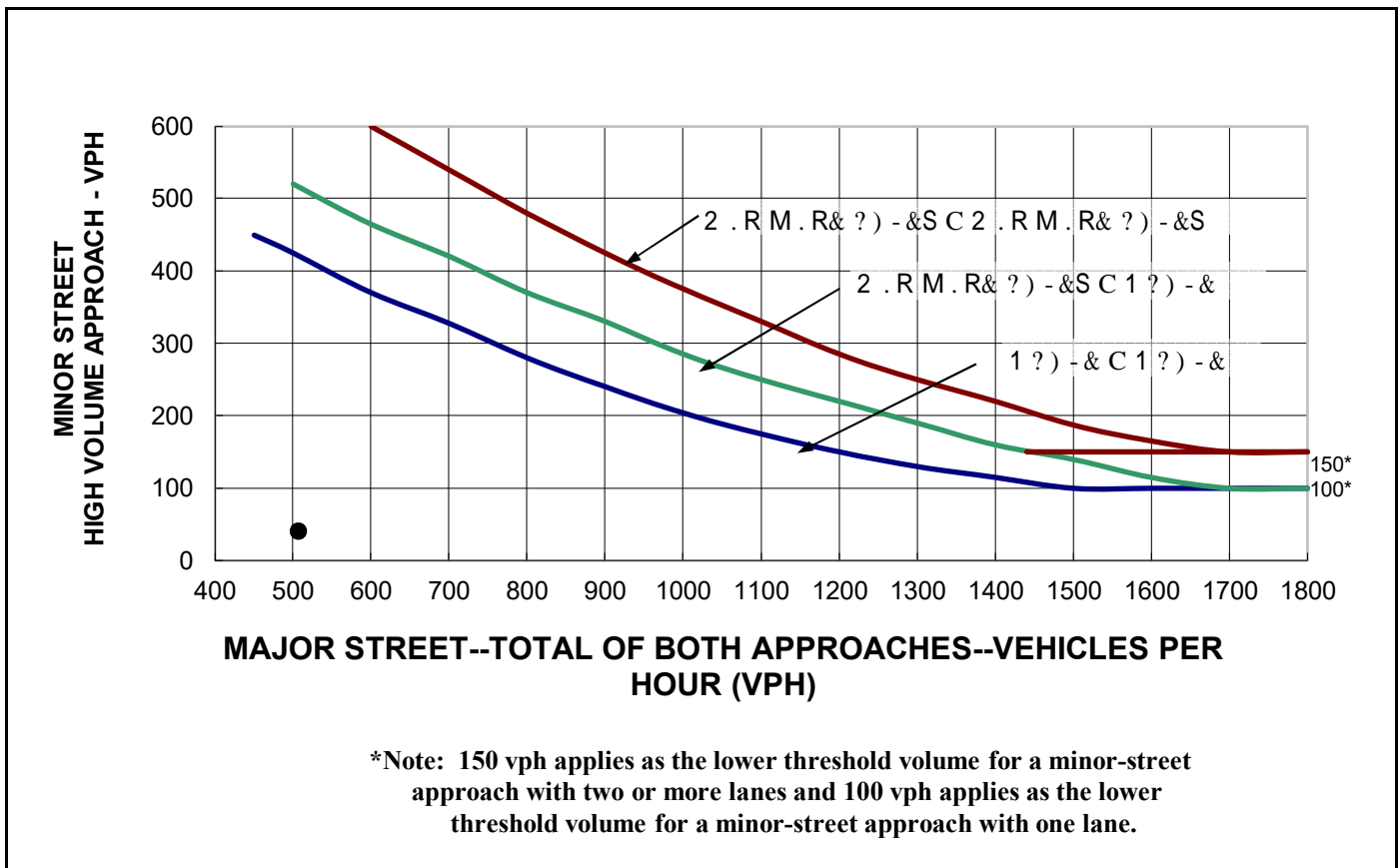


Figure 26 Peak Hour volume warrant



Resolution 13-34 – Development Agreement

“B. Agreement to Escrow

Within forty-five (45) calendar days of construction plan approval, the Developer shall escrow funds as stipulated to complete the design and construction necessary to support roadway and signalization improvements listed herein.

1. Thoroughfare and Signal Improvements

a. Traffic Study - The Developer represents that they have submitted an updated traffic study acceptable to the Town that includes estimated completion costs for various on and off-site traffic and transportation improvements described as follows:

(i) Solana Boulevard completion

(ii) Traffic signal at FM 1938/Davis Blvd and Solana Boulevard

(iii) Traffic signal at the intersection of Solana Blvd and the unnamed road which will serve as the main entry into the Entrada development and which will be designed to line up with the main entry off Solana Blvd. to PD 1-3 "Granada"

Traffic Signal - Solana Blvd and unnamed road into Entrada and Granada. Within forty-five (45) calendar days of construction plan approval, the Developer shall place into escrow funds or equivalent letter of credit or performance bond in form and substance reasonably acceptable to the Town as the Town deems sufficient to design and construct eighty-eight (88%) of the cost estimated in Attachment "E" necessary to complete the improvements identified in the traffic study_ Attachment "D". at the intersection of Solana Blvd. and the unnamed road which shall enter into PD 1-2 "Entrada" and PD 1-3 "Granada". Should escrowed amount, letter of credit, or performance bond that is provided by the Developer, as estimated in Attachment "E", be deemed insufficient to at the time of construction to complete the required improvements, the Developer shall provide additional funds to cover the difference between the actual and estimated costs.

Signalization Warrants - The Town shall cause the signalization improvements to be constructed at such time as warranted according to TXDOT warrant standards and the approval of the Town Manager."

Exhibit "D" – TIA Language (page 6)

"As Table 2 indicates, traffic signals will be needed at the intersections of Solana @ SH 114, Kirkwood@ SH 114, Solana @ Davis and Solana @ Driveway 4/Granada Trail in order to provide acceptable levels of service to all movements during peak periods. Full traffic signal warrant studies should be completed for these locations."

Exhibit "D" – TIA Language (page 8)

"The intersection of Solana Blvd and Site Driveway #4/Granada Trail should be studied for possible signalization and the signal should be constructed as part of the project development."

Ordinance 959 – Amending Entrada Zoning

Section 4(F)

No final plat for any residential lots in "Area One" shall be recorded and no residential building permits shall be issued until the following requirements are met:

- (1) There are sufficient substantially complete non-residential buildings constructed in the development per the terms of Entrada zoning regulations;
- (2) A development agreement and/or economic development agreement is approved by the developer and the Town Council that, at a minimum, incorporates the "Area One" property into the existing Entrada approved agreements, as amended.
- (3) The traffic signal at Cortes Drive and Solana Blvd. is constructed per the terms of the Entrada development agreement and is operational as determined by the town manager or designee;
- (4) These terms may be modified or amended as part of the required site plan approval for "Area One" and/or through an development agreement amendment.



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: 23-279

Agenda Date: 11/6/2023

Agenda #: J.3.

TOWN STAFF REPORT RECCOMENDATIONS

Discuss and give staff direction on possible improvements to the crosswalk crossing at Ottinger Road near Westlake Academy; and take appropriate action (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

During the October 9th Council meeting Mayor Kilbride stated that he had received several complaints about close calls between vehicles and pedestrians at the crosswalk in front of Westlake Academy in the early morning hours while the cross country team was training. The mayor has asked that we look at adding a tunnel under Ottinger Road to increase the safety of the students and athletes. The cross-country team runs each morning south on Ottinger Road and utilizes the crosswalk to transitions from the West side of Ottinger to the East side of Ottinger Road as the walking path transitions in the same manner. Staff spoke with the Athletic Director who had a meeting with the Cross Country Coach to ensure that safety measures are being adhered to. The safety plan is as follows: the Cross Country Team is required to cross Ottinger Road as a group and must wait when leaving the school and when returning to the school after their run until all students are accounted for and at the crosswalk and they cross together. Coaches stand in the roadway to ensure that vehicles stop for the athletes. The crosswalk signal is activated, and once traffic is stopped the students are allowed to cross. All students were issued blinking lights to wear on their person while training in the dark. The current crosswalk warning devices include a stripped crosswalk, signalization (blinking yellow lights and a crosswalk sign) at the crosswalk facing both directions of traffic and a second set of signals that are approximately 58ft. to the south of the crosswalk and 161 ft. north of the crosswalk in the middle of the "S" curve prior to approaching the sidewalk from the north.

DISCUSSION:

Staff met with Teague Nall and Perkins Engineer Philip Varughese at the crosswalk site and asked that he give us an engineering perspective of the crosswalk and surrounding area and asked him to give us an idea of the scope of a tunneling or walking bridge for pedestrians to transverse Ottinger Rd. in this area. After observing the area he stated that either project would require considerable drainage work to either keep a tunnel dry and safe or to ensure that a walking bridge's foundation is not effected by heavy rains. Currently there is only drainage ditches on either side of Ottinger. A tunnel would also require the installation of pumps to pump out water that would be in the tunnel after a rain as he did not think that drainage work alone would solve the problem. Pedestrian walkways also require a maximum of a 5% grade to pass ADA inspection which equates to approx. 0.6 inches per foot of rise or fall. A tunnel would have to be approximately 11 ft. under ground level and a walking bridge would require a

minimum height of 14.5 ft. to meet TxDot regulations. Both would require very long ramps leading up to and exiting the crossing area.

The engineer did state that there were some improvements he would suggest which included restriping the crosswalk with florescent paint, installing lighting in the street surface along the crosswalk edge, adding spot lighting to the crosswalk warning lights that would light up the crosswalk area at night, adding rumble strips in the pavement leading up to the crosswalk from both the north and the south, and finally moving the initial warning signs further away from the crosswalk (before the beginning of the “S” curve to the north and further south to give drivers plenty of early warning that the crosswalk is in use. Schematic of the proposed changes are attached.

A second option would be to move the crosswalk further south away from the “S” curve and south of the Deloitte campus commercial entrance. This would require less early warning due to better visibility, but trees would need to be removed, the pathway extended approx. 1000 ft., some reworking of the drainage ditch on the west side of Ottinger and possibly some additional purchase of ROW.

FISCAL IMPACT:

Unknown

STAFF RECOMMENDATION:

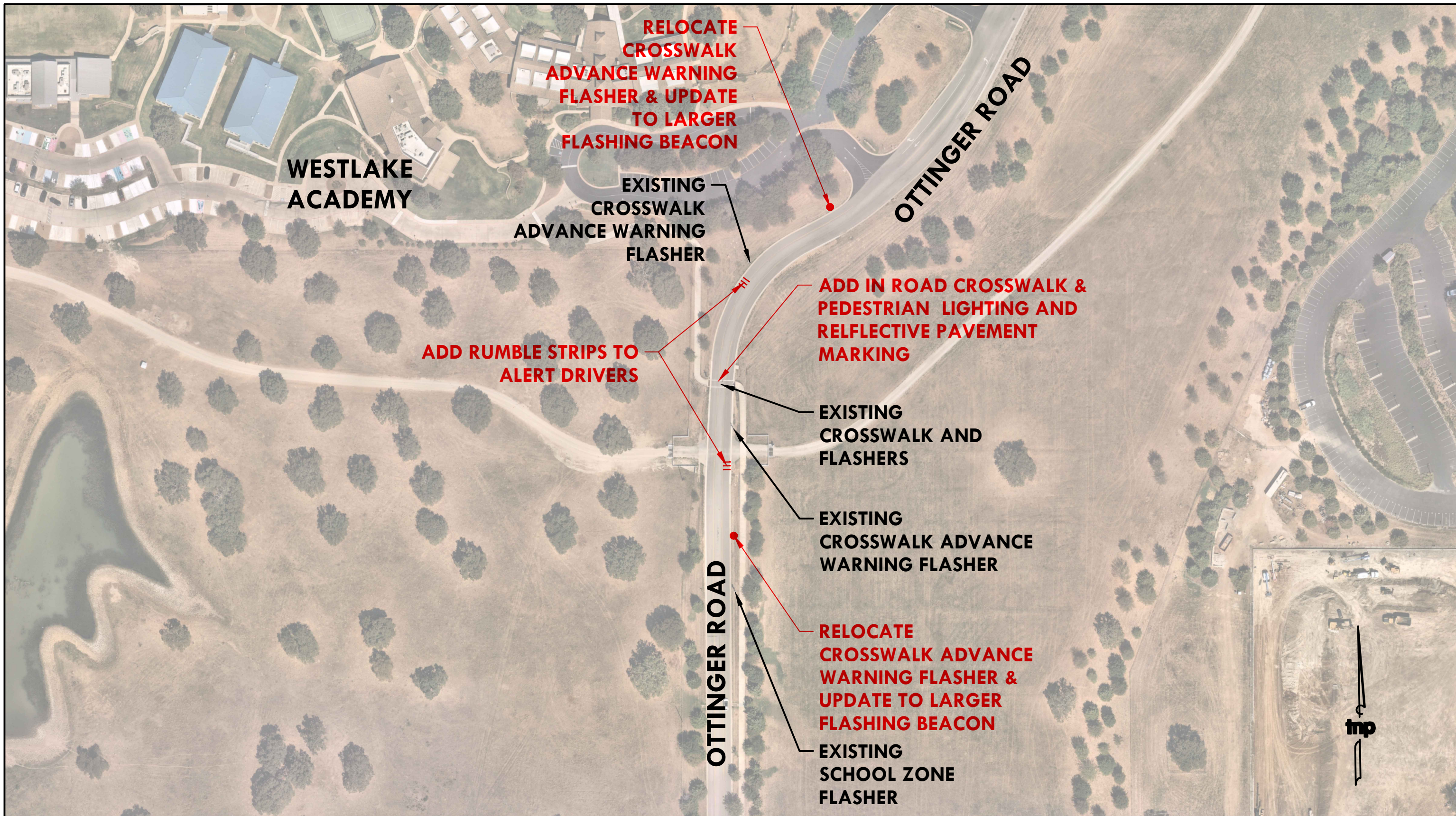
Staff recommends that the crosswalk either remain as is or that install the proposed changes from TNP

ATTACHMENT(S):

Schematic of proposed changes

TOWN COUNCIL ACTION/OPTIONS:

- 1) Staff is asking for direction and will begin formal pricing of council’s chosen path forward.





Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: 23-288

Agenda Date: 11/6/2023

Agenda #: J.4.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approving expenditure of funds to Wildstone Construction LLC in an amount not to exceed \$75,000 for emergency repairs to a public water line at Westlake Academy and the 20 inch supply line from the City of Ft. Worth; and take appropriate action (Wade Carroll, Town Manager)

STAFF: Wade Carroll, Town Manager

BACKGROUND:

A recent water line break has occurred to a public water line at Westlake Academy. In an effort to protect the public health and safety of students, the Town is requesting emergency approval allowing Wildstone Construction, LLC. to make immediate repairs. The Town would also like to be prepared to repair a leak on the 20 inch supply line from the City of Ft. Worth. Water usage decreased significantly after the significant raid Westlake received last week and the Public Works team would like to be ready to repair the 20 inch supply line immediately after the next significant rain which would increase the allowable time to make the repair without cutting off the water supply to our entire Town. Both lines are within right of way on Town and Hillwood property.

The Town is moving away from BNR Construction for emergency repairs due to their limited staffing, which lengthens timely repairs during outages. The Town is utilizing Wildstone Construction, LLC, who is a larger company that both Roanoke and Southlake have utilized with great success in emergency situations.

FISCAL IMPACT:

Utility Fund impact not to exceed \$75,000

STAFF RECOMMENDATION:

Staff recommends approval of expenditure of funds in an amount not to exceed \$75,000.00 for water line replacement or repairs.

TOWN COUNCIL ACTION/OPTIONS: (Council reads motion)

- 1) Motion to approve expenditure of funds in an amount not to exceed \$75,000.00 for water line replacement or repairs.
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: RES 23-55

Agenda Date: 11/6/2023

Agenda #: J.5.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approving Resolution 23-55 authorizing the Town Manager to extend the licensing of the current network security hardware for two additional months at a total cost of \$11,467.94; and to lease network security equipment, licensing, software, services, maintenance, and support in an amount not to exceed \$80,000 per year for 3 years; and take appropriate action. (Jason Power, Director of Information Technology)

STAFF: Jason Power, Director of Information Technology

BACKGROUND:

Licensing for our current network security hardware expires on November 30, 2023. The network security hardware, software and services will not function without active licensing, and without these our internal and external network services at Westlake Academy, Town Hall, Fire Station, and Maintenance Building (including but not limited to: SCADA, internet, utility billing, records access, telephone services, paging system, and security cameras) will not function or not be accessible.

In September 2023, Staff recommended leasing (2) network security appliances, including three years of coverage for licensing, software, services, maintenance, and support, with procurement in early October, after the start of FY24/25. This would have given us two months to receive the hardware, and set up and test it, with a planned cutover to the new hardware on or before the expiration of the current hardware on November 30, 2023.

At the October 10, 2023, meeting, Council asked Staff to consult with Inspira Enterprises for their recommendation to either move forward with renewing the current hardware for another year, or lease new hardware for three years, including licensing, software, services, maintenance and support. Staff met with Inspira four times in October to discuss our current network security hardware setup and options that they would recommend for the Town's network security hardware going forward.

Inspira recommends moving forward with leasing new hardware for three years, including licensing, software, services, maintenance, and support. Due to the limited amount of time now available to move to new hardware before the expiration of licensing for our current hardware, Inspira recommends renewing coverage of the current hardware for two months (December 2023, January 2024). This will give us time to set up a three-year lease for the new hardware, receive the hardware, and set up and test it, with a planned cutover to the new hardware on January 31, 2024.

The monthly renewal cost for December 2023 and January 2024 will be \$5,733.97 per month, \$11,467.94 total.

The total for the new hardware, including licensing, software, services, maintenance, and support is

\$223,662.53. The estimated FMV lease cost for a 3-year lease is \$80,000 per year for an estimated total lease cost of \$240,000. We will not be charged any administrative fees, end of lease fees or deposits. The hardware will be sent to the leasing company at the end of the lease period, with no credits or refunds given. Utilizing a lease allows the option to pay for the purchase over 3 years instead of the entire purchase up front.

Network Security Appliances are commonly referred to as “firewalls”, but they do much more than block specified incoming or outgoing traffic. These devices provide real-time inspection and monitoring all incoming and outgoing traffic at Westlake Academy, Town Hall, Fire Station, and Maintenance building by integrating with all devices on our network (switches, routers, wireless access points, computers, tablets, phones, etc.) and checking all that information against known vulnerabilities and any activity that could lead to a vulnerability. The security services included cover Web Security (web filtering), Content Security (file-based threats and attacks like ransomware and viruses), and Device Security (intrusion prevention, attacks on devices like ransomware and viruses). We will install one network security appliance our EOC at the fire station and the other at Westlake Academy to serve as a failover/backup device where we also have a backup internet connection, allowing continuity of services provided to Westlake Academy students and staff, as well as municipal staff and Westlake citizens and stakeholders.

FISCAL IMPACT:

FY24/25 - \$91,467.94 - 2-month extension of current lease \$5,733.97 per month, \$11,467.94 total; 3-year lease agreement - first year payment approximately \$80,000.

FY25/26 - 3-year lease agreement - second year lease payment approximately \$80,000.

FY26/27 - 3-year lease agreement - third year lease payment approximately \$80,000.

STAFF RECOMMENDATION:

Staff agrees with Inspira’s recommendation for Council to approve the extension of the current licensing for two additional months; and the lease of the network security hardware, software, and services with a 3-year lease agreement.

ATTACHMENT(S):

- 1) Resolution 23-55
- 2) General Data Tech quotes for hardware, licensing, software, services, maintenance and support.
- 3) Justification email from Tim Sanouvang, Inspira Enterprises

TOWN COUNCIL ACTION/OPTIONS:

- 1) Motion to approve
- 2) Motion to amend with the following stipulations (please state stipulations in motion)
- 3) Motion to table
- 4) Motion to deny

TOWN OF WESTLAKE

RESOLUTION NO. 23-55

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXTEND THE LICENSING OF THE CURRENT NETWORK SECURITY HARDWARE FOR TWO ADDITIONAL MONTHS AT A TOTAL COST OF \$11,467.94; AND TO LEASE NETWORK SECURITY EQUIPMENT, LICENSING, SOFTWARE, SERVICES, MAINTENANCE, AND SUPPORT IN AN AMOUNT NOT TO EXCEED \$80,000 PER YEAR FOR 3 YEARS; AND TAKE APPROPRIATE ACTION.

WHEREAS, the Town of Westlake must utilize technology, including network security hardware, software and services, to provide effective and efficient municipal and academic services to staff, students, citizens and stakeholders; and,

WHEREAS, based on the scope of services provided, the Town of Westlake must maintain the network security hardware, software and services to provide said services; and,

WHEREAS, the Town Council finds and concludes that maintaining reliable, secure, and current technology is necessary to protect and preserve the security and integrity of technology that supports the staff, students, citizens and stakeholders of the Town; and,

WHEREAS, the Town Council find and concludes that purchasing technology through DIR or an established cooperative buying entity satisfies the requirements of the formal bid process and both have legislative authority to establish contracts for government and education agencies in Texas; and,

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

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

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

SECTION 2: That, the Town Council of the Town of Westlake, Texas, hereby approves and authorizes the Town Manager to extend the licensing of the current network security hardware for two additional months at a total cost of \$11,467.94; and to lease network security equipment, licensing, software, services, maintenance, and support in an amount not to exceed \$80,000 per year for 3 years.

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 6TH DAY OF NOVEMBER 2023.

ATTEST:

Sean Kilbride, Mayor

Amy Piukana, Town Secretary

APPROVED AS TO FORM:

L. Stanton Lowry, Town Attorney



General Datatech, L.P.
Dep. 8014
P O Box 650002
Dallas, TX 75265-0002
Phone: (214) 857-6100

Page 1 of 1

Quotation

Sold-To-Party		Information					
TOWN OF WESTLAKE 2600 J T OTTINGER RD WESTLAKE TX 76262-8012		Quotation No.	20207481	Account Manager(s)			
		Quote Issue Date	10/23/2023	JUSTIN BAKER,			
		Quote Expiration Date	11/22/2023				
		Customer No.	102825				
		DIR Contract No.					
		Requested By					
		RFQ No.					
Ship-To-Party							
TOWN OF WESTLAKE 2600 J T OTTINGER RD WESTLAKE TX 76262-8012							
External Notes:							
Item	Part Number/Description	Quantity	Price		Extended		
20	FC-10-F18HF-189-02-12-679 SECURITY SERVICE AND/OR MAINTENANCE SUBSCRIPTION FOR SPECIFIC FORTIGATE PRODUCT FORTIGATE- 1800F 1 Y	2	1,858.88	USD	3,717.76		
30	FC2-10-FEDR1-348-01-36-679 3YR CLD SUB DIS PROT RESP 24X7 500 ENDPT	1	30,650.20	USD	30,650.20		
40	FC1-10-EDBPS-310-02-12-679 1YR FORTIEDR BPS SUBSCRIPTION FOR UP#TO 999 ENDPOINTS/USERS	1	5,232.19	USD	5,232.19		
50	FG-1800F-BDL-950-36-679 3 YEAR HW, 24.7 FC & UTP BDL SVC FORTIGATE- 1800F HARDWARE PLUS 3 YEAR FORTICARE PREMIUM AND FORTIGU	2	90,693.12	USD	181,386.24		

			Total (USD): 220,986.39
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Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

This Quotation is governed by the terms and conditions contained in any master products and/or services agreement executed by and between the parties. In the event that no such executed master agreement exists between the parties, this Quotation shall be governed by GDT's Standard Terms and Conditions which will be provided upon request.



General Datatech, L.P.
Dep. 8014
P O Box 650002
Dallas, TX 75265-0002
Phone: (214) 857-6100

Quotation

Sold-To-Party		Information		
TOWN OF WESTLAKE 2600 J T OTTINGER RD WESTLAKE TX 76262-8012		Quotation No.	20207519	Account Manager(s)
		Quote Issue Date	10/24/2023	JUSTIN BAKER,
		Quote Expiration Date	11/22/2023	
		Customer No.	102825	
		DIR Contract No.	DIR-TSO-4288	
		Requested By		
Ship-To-Party		RFQ No.		
TOWN OF WESTLAKE 2600 J T OTTINGER RD WESTLAKE TX 76262-8012				
External Notes: Fortinet Renewal - FortiAnalyzer Only - Term: 9/30/2024 - 11/30/2026				
Item	Part Number/Description	Quantity	Price	Extended
10	COTERM Fortinet Renewal Serial # FAZ-VMTM21013016 Support Description: FortiGuard Indicators of Compromise (IOC) Service, 24x7 Email, 24x7 Comprehensive Support, Firmware and General Updates	1	2,676.14 USD	2,676.14

			Total (USD): 2,676.14
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Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

This Quotation is governed by the terms and conditions contained in any master products and/or services agreement executed by and between the parties. In the event that no such executed master agreement exists between the parties, this Quotation shall be governed by GDT's Standard Terms and Conditions which will be provided upon request.

From: Tim Sanouvang tim.sanouvang@inspiraenterprise.com
Subject: [EXTERNAL] Westlake Firewall Summary
Date: November 1, 2023 at 8:05 AM
To: Wade Carroll wcarroll@westlaketc.gov, Jason Power jpower@westlaketc.gov
Cc: Ashok Kumar Kakani ashok.kakani@inspiraenterprise.com

TS

CAUTION: This email is from an EXTERNAL source.

Wade/Jason – To summarize the work performed by Inspira over the past two weeks, we are happy to share a few key observations.




In our brief analysis of the current firewall usage and the two Fortinet options in support of 'Upgrade to new' vs 'Renew existing' paths, there was a compelling justification shared for the Town of Westlake to consider adopting the path to **Upgrade to new** based on three factors analyzed:

- quoted annual pricing including the option to make annual lease payment in the upgrade to new path
- features differences at the similar price band (within the 75-80K annual cost range)
- security differences among options

I have shared our Inspira summary with Jason and team which includes recommendation and summary in a slide deck. Please let us know if you have any questions.

Thank you!



Tim Sanouvang
Managing Director, Americas
M: +1 8175045720
tim.sanouvang@inspiraenterprise.com
US | INDIA | MEA | ASEAN
  



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Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: 23-287

Agenda Date: 11/6/2023

Agenda #: J.6.

TOWN STAFF REPORT RECCOMENDATIONS

Consider approving purchase of Supervisory Control and Data Acquisition (SCADA) System for a price not to exceed \$319,000.00; and take appropriate action (Kyle Flanagan, Deputy Director of Public Works)

STAFF: Kyle Flanagan, Deputy Director Public Works

BACKGROUND:

The Town of Westlake utilizes Supervisory Control and Data Acquisition (SCADA) system for the control, monitoring, and alarming services in the Water Distribution, Wastewater Collection, and the control of School Zone Lighting systems. These are essential services that are the responsibility of the Town and include required data points necessary for quality control and reporting to TCEQ, as well as the billing processes to our customers and our wholesale water and sewer providers. The SCADA system ensures that pumps turn on when intended and valves are open to allow water to pass through. The system ensures School Zone Lights activate when intended and notifies Town personnel when systems are not working correctly. The current legacy SCADA software platform is 20 years old and has not been supported by the manufacturer for many years, making the system vulnerable to failure and cyber-attacks. The current system offers little to no reporting capabilities to the Town's operators and is limited in the number of alarms can be set and who can receive them.

The current system communicates through a radio control system that requires line of sight communication; this setup has required the Town to put radio SCADA sites at Westlake Academy, Fidelity Investments, and the Vaquero Maintenance Building. Public Works is seeking to reduce the number of sites it maintains and requires access to as the current communication configuration to lift stations and other facilities must run through Fidelity Investments, Vaquero Maintenance Building, and the Westlake Academy. Gaining access to these facilities during emergencies and after hours creates obstacles for Public Works and a distraction for WA and Fidelity. Trees and new development have created line of site issues and plague the current system with communication issues, as the radios must be facing one another to communicate status and events.

The current SCADA integrator (contractor) is a two-man operation that must relied upon for repairs and changes to the system. The vendor is based out of south Fort Worth and charges a flat rate of \$155.00 per hour. He services multiple entities, so emergencies with other agencies are often occurring at the same time and results in a slow his response.

Prime Controls has more than 12 area technicians that can assist 24/7 and more than 50 in their DFW water group. Below is a fee table based on time of day for routine services as well from Prime Controls.

MON-FRI 8am-5pm is \$110.00 per hour

MON-FRI stay on job after 5pm is \$143.00 per hour

Emergency after hours calls are \$173.00 per hour

The current SCADA platform only allows access to system and alarms for one operator at a time and has no concurrent licensing for multiple operators. The proposed VTSCADA platform allows for all operators to access and receive alarms allowing for redundancies within our system.

DISCUSSION:

Operationally, Public Works would like to consider the installation a 2-phased approach to the installation and activation of a new SCADA system, which will allow for resiliency and improvements for reporting and data collection. The proposed upgrades included in phase 1 are a Human Machine Interface (HMI) and communications network upgrade.

Phase 2 is replacing existing hardware that is obsolete or at end of life with Programmable Logic Controllers (PLCs) in remote sites.

Phase 1 and Phase 2 will both be completed within a 6-month time period.

This software will allow for the Town to have reports that will be utilized for modeling, TCEQ, Water Development Board, and comparisons/reconciliations to Fort Worth Wholesale Billings.

The proposed equipment will communicate cellularly. There is a reoccurring monthly cost of around \$20 per site for 9 sites or approximately \$2,200.00 annually. This is based off estimates the vendor has verbally provided and will be confirmed in writing. The carrier is First Net and this is considered a First Responder service.

FISCAL IMPACT:

The one-time fee for installation and hardware of the SCADA system is \$319,000.00, which will be paid for from retained earnings in the Utility Maintenance & Repair Fund. The unaudited current fund balance is \$614,088. This outlay will not affect current water and sewer rates. Use of retained earnings will require a budget amendment to appropriate the dollars into the FY2023-2024 budget.

A reoccurring cost of approximately \$2,200 will be added to the operational Utility Fund for the annual costs associated with the cellular communication and an annual software maintenance agreement fee for \$2,700, included in origami software pricing for 1 year, will be added to the FY 25 Operational Utility Fund for the FY25 budget year and perpetually afterwards.

All costs associated with the SCADA system upgrade will be confined to the enterprise funds listed above and will not impact the General Fund balance or the general fund budget.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of the SCADA system for a price not to exceed \$319,000.00.

TOWN COUNCIL ACTION/OPTIONS: (Council reads motion)

- 1) Motion to approve the purchase of the SCADA system from Prime Controls for a price not to exceed \$319,000.00.
- 2) Motion to amend with the following stipulations (please state stipulations in motion)

- 3) Motion to table
- 4) Motion to deny



1725 LAKEPOINTE DRIVE ☐ LEWISVILLE, TX 75057
PHONE 972-221-4849 ☐ FAX 972-420-4842

October 24, 2023

To: Town of Westlake

Attn: Kyle Flanagan
Deputy Director of Public Works

Ref: Town of Westlake, TX SCADA System Upgrades Project
Prime Controls Quote No.: TOWTSSUP102423

PRIME CONTROLS PROPOSAL

Prime Controls, L.P. understands that the Town of Westlake, Texas is seeking to upgrade their Supervisory Control and Data Acquisition (SCADA) system for the Water Collections and Distribution system. The intention of this upgrade project is to provide a robust system SCADA system that is scalable, serviceable, and resilient meeting the current and future demands for the Town of Westlake. The scope of services described below are based on our site observations and discussions with operations staff.

Our proposal is based on the recommendations described in Section A "Systems Overview" and is based on providing the following major products, equipment, and services detailed in section B & C of this proposal. Our proposal is considered complete, with the exception of those items specifically excluded within the "Exclusions" section C of this proposal.

A detailed scope of work for each site and proposed network architecture are included in the attached appendices for reference.

A. SYSTEM OVERVIEW

WATER DISTRIBUTION & COLLECTIONS SYSTEM

The HMI application used for monitoring and control of the Water Distribution and Collection system currently resides at the Town of Westlake Operations Maintenance Center. There is one (1) operator workstation at this facility which hosts the legacy HMI application software (National Instruments, Lookout SCADA). This operator workstation is connected to an applications server, located at Westlake Academy which is hosting the software on a virtual machine. The SCADA application communicates to each of the remote sites listed below though a combination of point-to-point and repeater radios throughout the system.

- Vaquero Lift Station
- Deloitte Lift Station
- Westlake Ranch Lift Station
- Hwy 114 Lift Station
- Westlake Pump Station
- Knox Road EST (Shared Site with Keller)
- Westlake Academy School Zone Lights
- Davis Road Tunnel Lights

Site Observations

Based on our site observations and discussions with operations staff we have noted the following issues with the existing system:

- The existing HMI software out of date, and not supported by the manufacture anymore and requires legacy operating software. Both software packages are considered end of life (EOL).
- The existing radio communications network is unreliable. Several sites have communications issues and communications failures. There are repeater sites in the existing system that the Town's operations staff have limited access to. In addition, there are line of sight issues due to development in the area or vegetation growth.
- The existing control panels located throughout the system have control hardware installed that is inoperative or no longer being used. This hardware needs to be removed and an accurate set of panel drawings needs to be provided for each site.
- The existing SCADAPack PLC hardware at the remote sites is obsolete or nearing end of life and needs to be replaced with newer PLC hardware that which meets current design standards and requirements.

System Improvements/ Enhancements

Based on our findings, we are proposing the following phased approach to upgrade the legacy controls system.

1. Phase 1- Upgrade the existing HMI and Communications network.
2. Phase 2- Upgrade the PLC Hardware at each site.

A detailed scope of work is described below and is included in Appendix "A" for reference.

ITEM	PHASE	DESCRIPTION
1.	1	Develop and deploy new control screens based on VTSCADA objects and input from operations staff.
2.	1	Furnish and install a data concentrator PLC enclosure at the operations maintenance building.
3.	1	Furnish and install one (1) desktop operators workstation (Tower) and UPS backup at the new Operations Maintenance facility.
4.	1	Setup, configure, and deploy the new HMI application onsite.
5.	1	Setup and configure remote alarming and call out through new HMI application.

6.	1	Migrate the existing remote collections and delivery sites to the new VTSCADA HMI application.
7.	1	Setup and configure reporting software and develop 1-2 operations reports to maintenance staff.
8.	2	Program new PLC hardware based on existing control logic and input from operations staff.
9.	2	Field replacement of existing PLC hardware and associated power supplies for nine (9) remote sites with Modicon M340 PLC hardware.
10.	2	Remove control system hardware that is unused or inoperable and provide new control panel layout drawings.

B. CONTROL PANELS AND MAJOR PRODUCTS

Material shall be furnished per plans and specifications. Major products and control panels to be furnished by Prime Controls include the following:

ITEM	QTY	DESCRIPTION
1.	LOT	Licensed Copy of VT SCADA Control Systems software Including: <ul style="list-style-type: none"> • 1000 I/O Tags (<i>For Expandability</i>) • Unlimited Client Connections (<i>PC/ Mobile</i>) • Historian • OPC Drivers • Remote alarming and monitoring capabilities
2.	10	Cellular Modems (<i>Town of Westlake to select cellular service provider</i>)
3.	1	Full Assembled Data Concentrator PLC with Cellular Modem installed at Operations Maintenance Facility. <ul style="list-style-type: none"> • Modicon M340 PLC Hardware • Cellular Modem • UPS with maintenance by-pass switch • Fiber optic patch panel (<i>to accommodate future city fiber optic network connection</i>) • Network switch (<i>to accommodate future city fiber optic network connection</i>)

Services to be provided by Prime Controls include the following major items:

ITEM	SERVICE
1.	Onsite field assessment and testing of the existing controls system prior to upgrade.
2.	Administer 1-2 control system / HMI workshops with operations staff during the design and development phase of the new control screens.
3.	HMI/SCADA System Software Development and Programming Services associated with migrating the existing legacy controls system software to the new HMI application (VTSCADA) for the Water Distribution System and collections system.
4.	Field Calibration, Check-Out and Start-Up Services
5.	Factory and Site Acceptance Testing with operations staff prior to onsite deployment.

ITEM	SERVICE
6.	Furnish/ provide control panel shop drawings for the new panels provided and I/O card wiring drawings for PLC replacement sites.
7.	Furnish/ provide operator and maintenance training services.
8.	Operations and Maintenance Documentation for new hardware and software.
9.	One year (1) warranty services for provided equipment and systems upon final completion of the project.

C. PROPOSAL EXCLUSIONS

The following items are not included in our pricing and shall be the responsibility of others:

ITEM	EXCLUSION
1.	Internet service provider data plan services /expenses for cellular modems. Prime Controls will coordinate with the City's cellular plan provider to select the adequate cellular plan for the SCADA network
2.	Disposal of removed or demolished material. Such material will be turned over to the owner for salvage or disposal.
3.	Upgrading / replacement of the existing field instrumentation.

D. PROPOSAL CLARIFICATIONS

ITEM	CLARIFICATION
1.	Pricing does not include Sales Taxes or Bonding costs.
2.	Pricing shall be valid for 90 days only from proposal date.
3.	Pricing is based on the assumption that, once Prime Controls receives an order or notice to Proceed, the project will proceed without interruption. Should any interruptions occur due to Force Majeure, Prime Controls reserves the right to adjust pricing accordingly.

E. PROPOSAL PRICING

Item	Description	Pricing
1	Phase I – HMI and Network Communications Upgrade	\$164,000.00
2	Phase II- Remote site PLC Upgrades	\$155,000.00
TOTAL AMOUNT		\$319,000.00

We sincerely appreciate this opportunity and look forward to being of service for this work.

Sincerely,

Prime Controls, LP



Lain Cloy, PMP

Account Manager

Ph. 972-221-4849

Email l.cloy@prime-controls.com

Appendix A
Scope of work / Services by Site

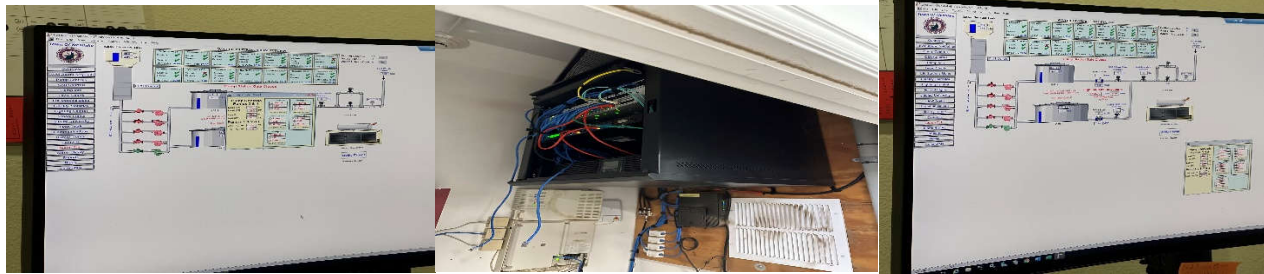
Westlake Academy



Scope/ Services

Item	Description
Phase I	
1.	Install and configure VTSCADA HMI software application on a virtual machine host provided by the Town of Westlake.
2.	Install cellular modems at the traffic light locations and setup connection to the SCADA network. Remove existing radios at traffic light locations and Westlake Academy.
Phase II	
3.	Replace the existing PLC with a new Modicon M340 PLC. Clean up and remove existing control hardware that is no longer in use or in service.

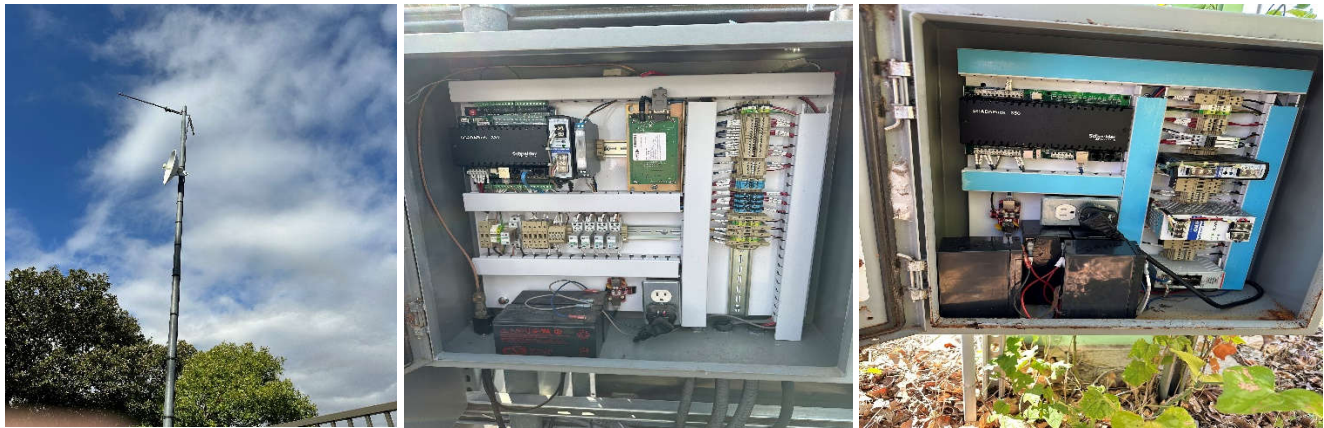
Operations Maintenance Center



Scope/ Services

Item	Description
Phase I	
1.	Furnish / Install a new Data Concentrator PLC with Cellular Modem.
2.	Furnish/ Install/ Configure a new backup SCADA Server/ Operators workstation.

Lift Stations & Davis Tunnel



Scope/ Services

Item	Description
Phase I	
1.	Install cellular modems at each lift station site. Remove existing, ethernet radios and antennas.
Phase II	
2.	Replace the existing PLC with a new Modicon M340 PLC and install new 120Vac to 24Vdc power supplies. Clean up and remove existing control hardware that is no longer in use or in service.

Westlake Pump Station & Knox EST



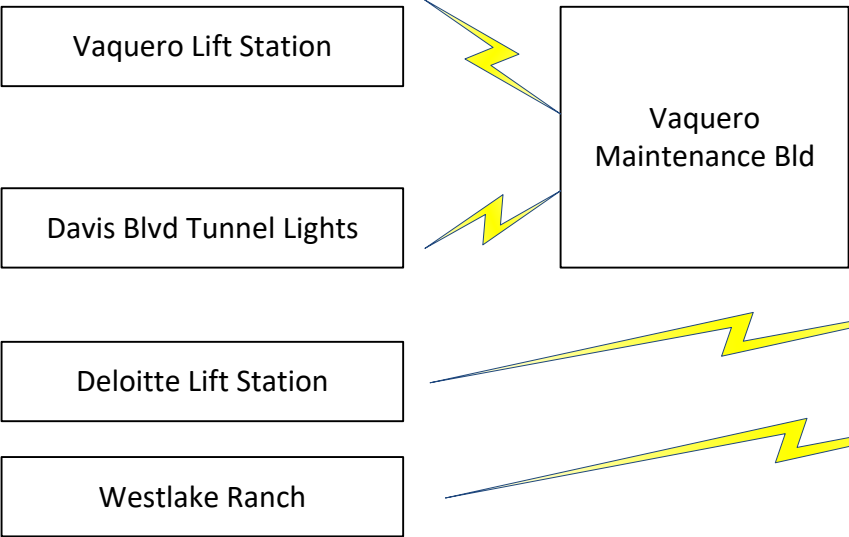
Scope / Services

Item	Description
Phase I	
1.	Install cellular modems and remove existing radio hardware.
Phase II	
2.	Replace the existing PLC with a new Modicon M340 PLC and install new 120Vac to 24Vdc power supplies. Clean up and remove existing control hardware that is no longer in use or in service.

Appendix B

Current and Proposed Network Architecture

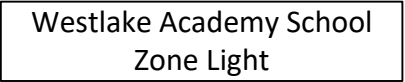
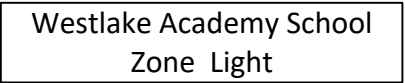
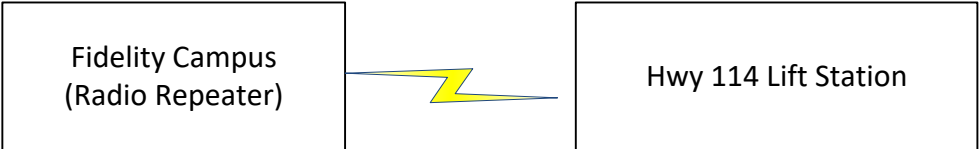
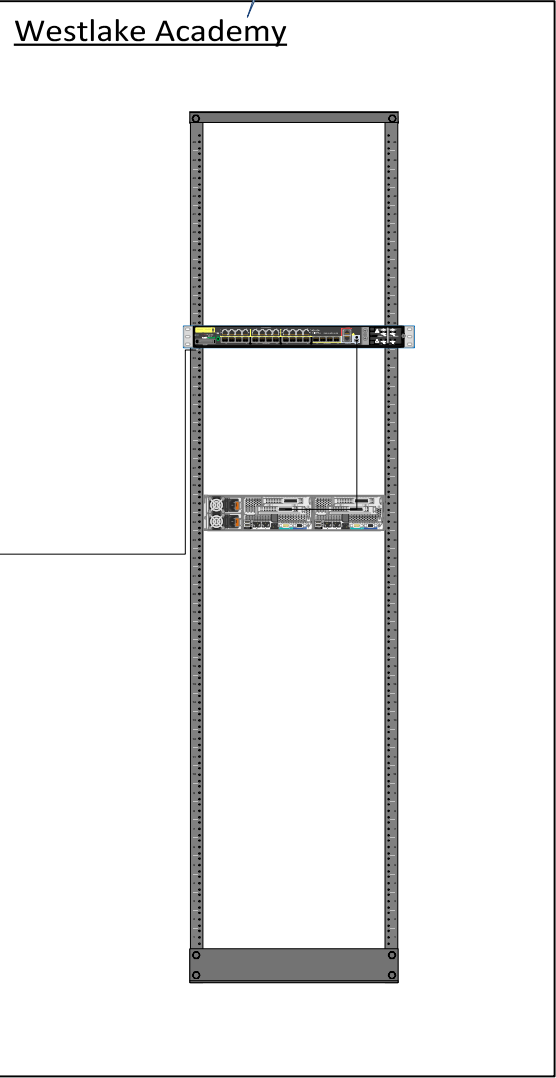
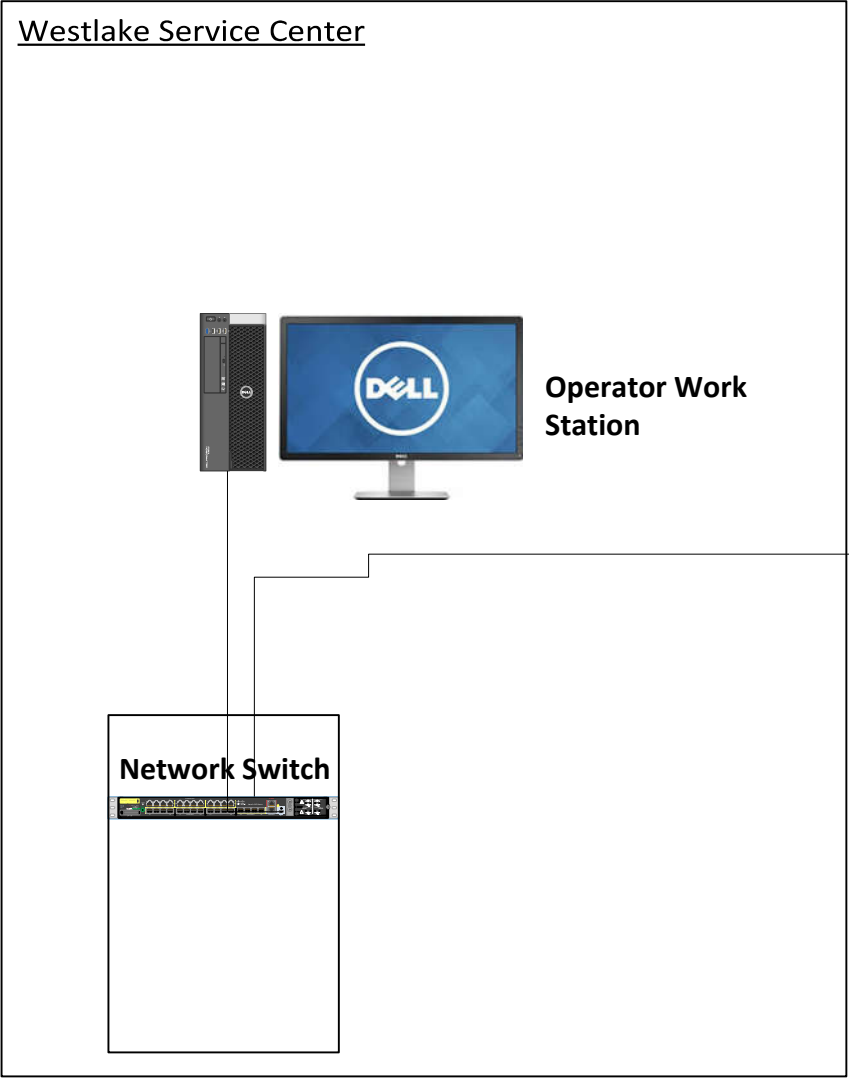
Town of Westlake SCADA
Current Network Architecture



Knox EST

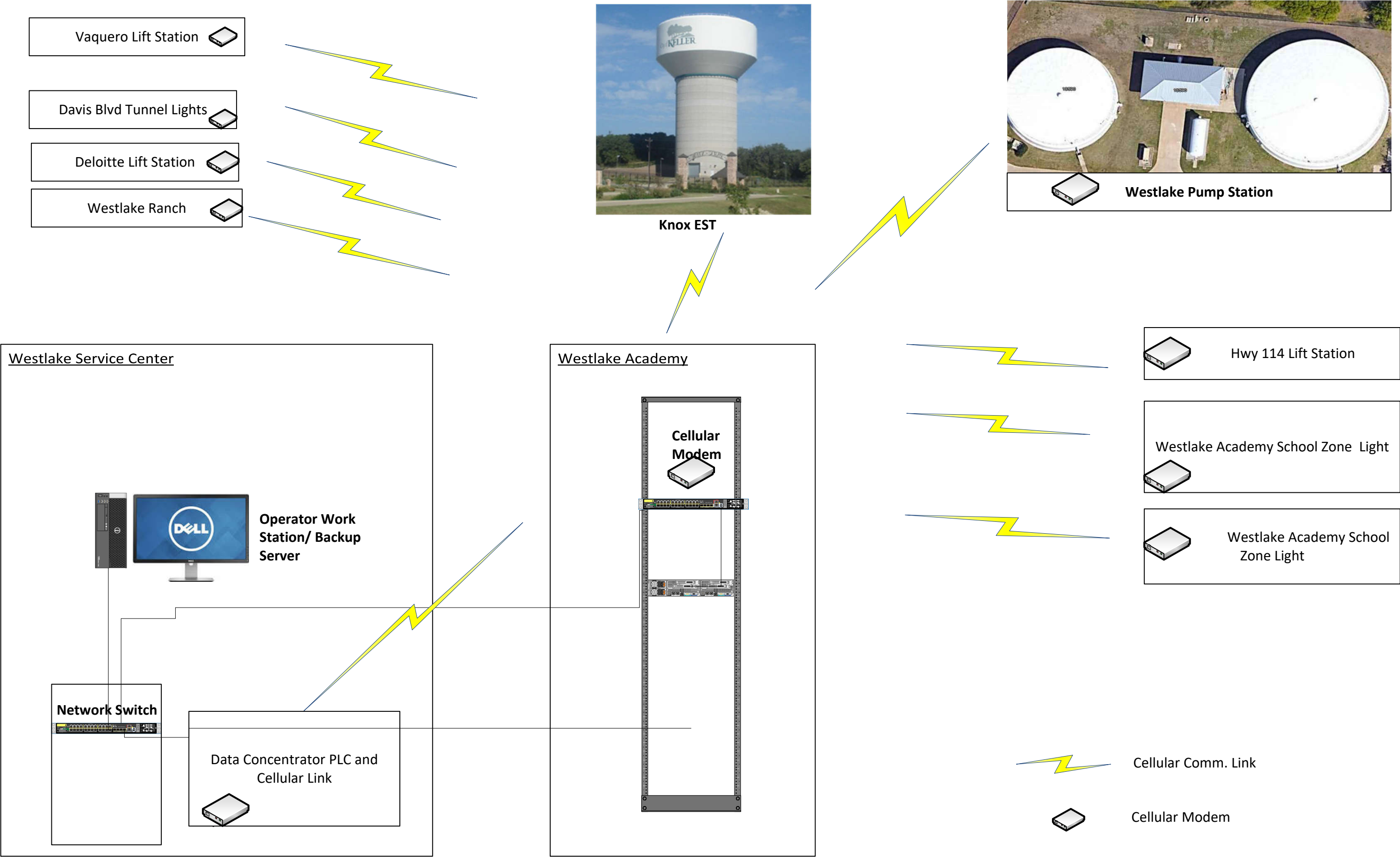


Westlake Pump Station



Unlensed Radio Link

Town of Westlake Modified SCADA
Network Architecture



**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE TOWN OF WESTLAKE AND CITY OF DENTON**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The Town of Westlake (the “Town”) and the City of Denton (“Denton”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The Town and Denton represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The Town and Denton are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The Town and Denton agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the Town nor Denton warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the Town or Denton, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the Town and Denton agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

Town of Westlake:

Town of Westlake
Attn.: Procurement
1500 Solana Blvd.
Building 7
Suite 7200
Westlake, TX 76262
Phone: (817) 430-0941
Fax: (817) 430-1812

Denton:

Purchasing Department
City of Denton
901 B Texas St.
Denton, TX 76209
Phone: 940-349-7100
Purchasing@CityOfDenton.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Denton County, Texas, United States of America for Denton and shall be Tarrant County, Texas, United States of America for the Town.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right

of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

TOWN OF WESTLAKE

CITY OF DENTON

BY: _____
Town Manager

BY: _____

DATE: _____

BY Printed Name and Title

ATTEST: _____
Town Secretary

ATTEST: _____

DATE: _____

ATTEST Printed Name and Title

APPROVED AS TO FORM:

Town Attorney



Town of Westlake

Staff Report

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: WA RES 23-24

Agenda Date: 11/6/2023

Agenda #: J.7.

ACADEMY STAFF REPORT RECCOMENDATIONS

Consider approving WA Resolution 23-24 for an Alternate Attendance Time on Late Start Wednesdays; and take appropriate action (Darcy McFarlane, Accountability Director)

STAFF: Darcy McFarlane, Accountability Director/Dr. Owen, High School Principal

BACKGROUND:

Many of our Diploma Programme students have an Off Campus period in their schedule for first period on A Days or 5th period on B Days. Because of this schedule these students are not on campus during our Official Attendance Period on late start Wednesdays. To include these students in our attendance funding period, TEA requires that we have a Board approved Alternate Attendance Period for these students.

The proposed resolution designates Alternate Official Attendance time of 10:45 am and attendance for these students will be taken by the High School Principal.

FISCAL IMPACT:

The fiscal impact to the school will be the inclusion of ADA for DP students with Off Campus periods on Late Start Wednesdays.

STAFF RECOMMENDATION:

Staff recommends designating approving WA Resolution 23-24, approving 10:45 a.m., as an Alternate Official Attendance Period for DP Students with Off Campus blocks for periods 1 & 5 on Late Start Wednesday.

BOARD OF TRUSTEES ACTION/OPTIONS: *(Council Member reads motion)*

- 1) Motion to approve WA Resolution 23-24, as presented.**
- 2) Motion to amend with the following stipulations (please state stipulations in motion)**
- 3) Motion to table**
- 4) Motion to deny**

WESTLAKE ACADEMY

WA RESOLUTION 23-24

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING AN ALTERNATE OFFICIAL ATTENDANCE PERIOD.

WHEREAS, Westlake Academy's mission is to support students as they become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world; and

WHEREAS, The proposed resolution supports approving an alternate official attendance period for Diploma Programme students with Off Periods on late start Wednesdays; and

WHEREAS, Westlake Academy would be in compliance with TEA guidelines as outlined in the Student Attendance Accounting Handbook; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the citizens of Westlake as well as the students, their parents, and faculty of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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

SECTION 2: That, the Board of Trustees Westlake Academy, hereby approves the Westlake Academy Alternate Official Attendance Period for late start Wednesdays.

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 6th DAY OF NOVEMBER 2023.

Sean Kilbride, President

ATTEST:

Amy M. Piukana, Board Secretary

Sean Wilson, Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: WA RES 23-25

Agenda Date: 11/6/2023

Agenda #: J.8.

ACADEMY STAFF REPORT RECCOMENDATIONS

Consider approving WA Resolution 23-25 to authorize payment to Counselor for services rendered in 2022-23 AP Testing and amend the fiscal year 2023-24 employee compensation plan; and take appropriate action (Dr. James Owen, High School Principal)

STAFF: Dr. Owen, High School Principal

BACKGROUND:

During the 2022-23 academic year, Westlake Academy's High-School counselor provided the service of AP Coordinator, overseeing the taking of 440 exams in May 2023. The same counselor had provided the same service in the 2021-22 school year and had received \$750 in extra-time duty pay, in an arrangement with the then Executive Director. For the 2022-23 school year, no agreement was made with the then Head of School for extra-time duty pay, and thus the counselor received no additional compensation for the services rendered. This additional stipend will be added to the 2023-24 stipend pay schedule within the compensation plan approved on July 31, 2023, because of the timing on disbursement. The updated stipend schedule within the plan will be provided to the Board of Trustees and posted in the appropriate manner after approval.

FISCAL IMPACT:

The fiscal impact to the school of providing a payment of \$750 to the Counselor will be removing \$750 from the DP employee travel allocation in the 2023-24 school budget. The total allocation for DP employee travel is \$17,000 based on identified trainings for 2023-24. One initially identified category of IB training, which would cost approximately \$2,000, is not being offered by the IB for the 2023-24 academic year. For the 2023-24 school year, the role of AP coordinator will be undertaken by the Westlake Academy Testing Coordinator as part of their additional duties assigned.

STAFF RECOMMENDATION:

Staff recommends approval of resolution WA 23-25 that will allow \$750 be made available from the 2023-24 DP employee travel allocation for payment to Counselor for services rendered in 2022-23 for AP Coordination and amend the fiscal year 2032-24 Employee Compensation Plan.

BOARD OF TRUSTEES ACTION/OPTIONS: (Council Member reads motion)

- 1) Motion to approve resolution WA 23-25 to authorize \$750 be provided from the 2023-24 DP employee travel allocation for payment to Counselor for services rendered in 2022-23 for AP Coordination and amend the compensation plan for the 2023-24 school year.**
- 2) Motion to amend with the following stipulations (please state stipulations in motion)**

3) Motion to table

4) Motion to deny

WESTLAKE ACADEMY

RESOLUTION NO. 23-25

A RESOLUTION OF THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY AUTHORIZING THE ADDITION OF A STIPEND TO THE 2023-2024 COMPENSATION PLAN AND APPROVING THE AMENDED PLAN.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

WHEREAS, the Board of Trustees is required to adopt a compensation plan, which includes authorized stipends, for the employees of Westlake Academy; and

WHEREAS, the Board of Trustees approved resolution WA 23-15 on July 31st, 2023, adopting the employee compensation plan for the fiscal year 2023-2024; and

WHEREAS, Article III, section 53, of the Texas Constitution prohibits the grant of extra compensation to a public employee or contractor after service has been rendered or performance has begun on a contract; and

WHEARAS, the addition of the stipend for AP Coordinator for fiscal year 2022-2023 to be paid out during fiscal year 2023-2024 is necessary to codify the additional pay agreed upon prior to the services being rendered and allow the stipend to be paid with identified savings from the fiscal year 2023-2024 adopted budget; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the citizens of Westlake as well as the students, their parents, and faculty of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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 Board of Trustees of Westlake Academy hereby amends the proposed Westlake Academy Employee Compensation Plan for the fiscal year 2023-2024, and appropriates the funds contained therein.

SECTION 3: That a copy of the official amended 2023-2024 Employee Compensation Plan shall be kept on file in the office of the Town Secretary and posted on the Westlake Academy website.

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 6th DAY OF NOVEMBER 2023.



Sean Kilbride, President

ATTEST:



Amy Piukana, Town Secretary

APPROVED AS TO FORM:



L. Stanton Lowry or Janet S. Bubert,
School Attorney



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: WA RES 23-26

Agenda Date: 11/6/2023

Agenda #: J.9.

ACADEMY STAFF REPORT RECCOMENDATIONS

Consider approving WA Resolution 23-26 to authorize payment to Theory of Knowledge teacher for CAS duties in school year 2023-24 and amend the fiscal year 2023-24 compensation plan; and take appropriate action (Dr. Owen, High School Principal)

STAFF: Dr. Owen, High School Principal

BACKGROUND:

Creativity, Activity and Service is a mandatory component of the IB Diploma Programme Core, alongside Theory of Knowledge and Extended Essay. Each IB school that offers the Diploma Programme must have a CAS coordinator. The IB CAS Guide “highly recommends” a CAS adviser to support the coordinator, specifically in helping contact with students to review experiences and advise on further experiences (2015, p. 35). For the 2022-23 school year, the Theory of Knowledge teacher provided informal support for students with writing up their CAS experiences during class time. This support has continued into the 2023-24 school year. It is now clear that this extra support is greatly benefiting WA’s CAS programme, and the High-School leadership would like to formalize this position with a stipend during this school year. This additional stipend will be added to the 2023-24 stipend pay schedule included in the previously adopted Employee Compensation Plan for fiscal year 2023-24. The updated schedule will be provided to the Board of Trustees and published in the required manner after approval.

FISCAL IMPACT:

The fiscal impact to the school of providing a stipend payment of \$750 to the Theory of Knowledge teacher will be removing \$750 from the DP employee travel allocation in the 2023-24 school budget. The total allocation for DP employee travel is \$17,000 based on identified trainings for 2023-24. One initially identified category of IB training, which would cost approximately \$2,000, is not being offered by the IB for the 2023-24 academic year.

STAFF RECOMMENDATION:

Staff recommends the approval of resolution WA 23-26, allocating \$750 from the 2023-24 DP employee travel allocation to create a stipend for the Theory of Knowledge teacher to carry out duties as a CAS adviser and amends the adopted fiscal year 2023-24 Employee Compensation Plan.

BOARD OF TRUSTEES ACTION/OPTIONS: (Council Member reads motion)

- 1) Motion to approve WA Resolution 23-26, as presented.**
- 2) Motion to amend with the following stipulations (please state stipulations in motion)**

3) Motion to table

4) Motion to deny

WESTLAKE ACADEMY

RESOLUTION NO. 23-26

A RESOLUTION OF THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY AUTHORIZING THE ADDITION OF A STIPEND TO THE 2023-2024 COMPENSATION PLAN AND APPROVING THE AMENDED PLAN.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

WHEREAS, the Board of Trustees is required to adopt a compensation plan, which includes authorized stipends, for the employees of Westlake Academy; and

WHEREAS, the Board of Trustees approved resolution WA 23-15 on July 31st, 2023, adopting the employee compensation plan for the fiscal year 2023-2024; and

WHEREAS, Article III, section 53, of the Texas Constitution prohibits the grant of extra compensation to a public employee or contractor after service has been rendered or performance has begun on a contract; and

WHEARAS, the International Baccalaureate Diploma Programme requires the Creativity, Activity, and Service component; and

WHEARAS, the addition of the stipend for CAS Coordinator for fiscal year 2023-2024 is recommended to support the programme and will be paid with identified savings from the fiscal year 2023-2024 adopted budget; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the citizens of Westlake as well as the students, their parents, and faculty of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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 Board of Trustees of Westlake Academy hereby amends the proposed Westlake Academy Employee Compensation Plan for the fiscal year 2023-2024, and appropriates the funds contained therein.

SECTION 3: That a copy of the official amended 2023-2024 Employee Compensation Plan shall be kept on file in the office of the Town Secretary and posted on the Westlake Academy website.

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 6th DAY OF NOVEMBER 2023.



Sean Kilbride, President

ATTEST:



Amy Piukana, Town Secretary

APPROVED AS TO FORM:



L. Stanton Lowry or Janet S. Bubert,
School Attorney



Town of Westlake

Staff Report

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

File #: 23-285
J.10.

Agenda Date: 11/6/2023

Agenda #:

ACADEMY STAFF REPORT RECCOMENDATIONS

Discussion regarding Westlake Academy Affiliate Policies (Janet Bubert, School Attorney)

STAFF: Janet Bubert, School Attorney

BACKGROUND:

School Attorney Janet Bubert will discuss affiliate policies with the Board of Trustees.

BYLAWS OF
WESTLAKE ACADEMY HOUSE OF COMMONS
A TEXAS NON-PROFIT CORPORATION

ARTICLE ONE-CORPORATE CHARTER AND OFFICES

1.01 CORPORATE CHARTER PROVISIONS

Each provision of the Corporation's Charter shall be observed until amended by a Restated Certificate of Formation or Amended Certificate of Formation duly filed with the Texas Secretary of State.

1.02 REGISTERED OFFICE AND AGENT

The address of the registered office provided in the Certificate of Formation, as duly filed with the Texas Secretary of State, is: 2600 Ottinger Road, Westlake, Texas 76262.

The name of the registered agent of the Corporation at such address, as set forth in its Certificate of Formation is: Rich Mueller, 2600 Ottinger Road, Westlake, Texas 76262.

The registered agent or office may be changed by filing a Statement of Change of Registered Agent or Office or both with the Texas Secretary of State, and not otherwise. Such filing shall be made promptly with each change. Arrangements for each change in registered agent or office shall ensure that the Corporation is not exposed to the possibility of a default judgment. Each successive registered agent shall be of reliable character and well informed of the necessity of immediately furnishing the papers of any lawsuit against the Corporation to its attorneys.

1.03 BUSINESS OFFICE

The address of the initial principal office of the Corporation is hereby established as: 2600 Ottinger Road, Westlake, Texas 76262. The Corporation may have additional business offices within the State of Texas, and where it may be duly qualified to do business outside

of Texas, as the Board of Directors may designate or the business of the Corporation may require.

1.04 AMENDMENT OF BYLAWS

The Board of Directors may alter, amend, or repeal these Bylaws, and adopt new Bylaws. All such Bylaw changes shall take effect upon adoption by the Board of Directors. Notice of Bylaws changes shall be given in or before notice of the first Members' meeting following their adoption.

ARTICLE TWO – MEMBERS AND MEMBERS' MEETINGS

2.01 ADMISSION OF MEMBERS

The Corporation shall have one class of Members. The Board of Directors shall recognize members. An affirmative vote of a majority of the Board of Directors shall be required for admission for any Member of the Westlake Academy Community who is not a parent of a current student. There shall be no membership dues and membership is not transferable or assignable.

2.01(a) QUALIFICATIONS

Each household of students currently enrolled at Westlake Academy, and any active faculty member identified by the Town of Westlake as an active teacher or administrator of Westlake Academy is automatically granted membership. Any other Member of the Westlake Academy Community may apply to be a Member of the Westlake Academy Community House of Commons (“HOC”) by making a written request to the HOC Board of Directors, receiving security clearance, and being added to the roster of Members. The Board of Directors may further define admission criteria for, and rule upon admissibility.

2.01(b) WESTLAKE ACADEMY COMMUNITY

The Westlake Academy Community is defined as: i) students of Westlake Academy; ii) parents of students of Westlake Academy; iii) faculty and administration of Westlake Academy, iv) employees of the Town of Westlake; v) residents of the Town of Westlake; and vi) those residents of surrounding communities who are interested in the growth and success of the Westlake Academy

2.02 VOTING RIGHTS

Members shall have one vote per household on each matter submitted to a vote of the Members, irrespective of the number of Member representatives that each Member may have in attendance at any business meeting. For purposes hereof, the term “household” shall mean each Westlake Academy student’s primary custodial household.

2.03 TERMINATION OF MEMBERSHIP

The Board of Directors, by two-thirds affirmative vote, may suspend or expel a Member for cause after notice and hearing and may, by an affirmative two-thirds vote, terminate the membership of any Member who becomes ineligible for membership.

2.04 REINSTATEMENT

Upon written request signed by a former Member and filed with the Secretary, the Board of Directors may, by two-thirds affirmative vote, reinstate such former Member on such terms as the Board of Directors may deem appropriate.

2.05 RESIGNATION

Any Member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the Member so resigning of the obligation to pay, if applicable, any dues, assessments, or other charges theretofore accrued and unpaid.

2.06 ANNUAL MEETINGS

The time, place, and date of the annual meetings of the Members of the Corporation, for the purpose of electing the Board of Directors and for the transaction of any other business as may come before the meeting, shall be set by a majority vote of the Board of Directors. If the day fixed for the annual meeting is a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of the Board of Directors is not held on the day thus designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as possible. Annual meetings and special meetings may be conducted via electronic mail if, in the reasonable judgment of the Board of Directors, it is determined that the Members’ physical attendance at such meeting is untenable.

2.07 ACTION WITH MEETING

Any action that may be taken at a meeting of the Members under any provision of the Texas Business Organization Code may be taken without a meeting if authorized by a consent or waiver signed by all of the persons who would be entitled to vote on that action at a meeting and filed with the Secretary of the Corporation. Such waivers may be submitted

via email to the Secretary of the Corporation (secretary@wahoc.org). Each such signed consent, or a true copy thereof, shall be placed in the Corporate Record Book.

2.08 PLACE OF MEETINGS

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas, but if all of the Members shall meet at any time and place either within or without the State of Texas and consent to the holding of a meeting, such meeting shall be valid without call or notice, and any corporate action may be taken at such meeting.

2.09 DESIGNATION OF ANNUAL MEETINGS

The annual meeting of Members shall be held on the date and time set by the Board of Directors. A minimum of two meetings shall occur during the academic school year as determined and posted by Westlake Academy. The meetings can be coincidental with other planned HOC events. If coincidental, notification shall be specific with respect to the intent of the meeting. A meeting will be held each semester: fall and spring. The fall semester meeting must be held before October 31st of the given academic year and the spring semester meeting must be held before the 31st day of May or the last day of school, whichever occurs first. The majority of Directors will vote upon the dates for such meetings. Once the dates are determined, within two days of the final vote, the Secretary must notify Westlake Academy via any necessary forms or documents required by Westlake Academy.

2.10 NOTICE OF MEMBERS' MEETINGS

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than twenty-four hours (24) nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, electronic mail or by regular mail, by or at the direction of the Speaker, or the Secretary, or the officers or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Corporation, with postage thereon paid. If transmitted by facsimile or electronic mail, notice is deemed to be given on successful transmission of the facsimile or electronic mail.

2.11 SPECIAL MEMBERS' MEETINGS

The Speaker, the Board of Directors, may call special meetings of the Members or by Members having not less than ten percent (10%) of the votes entitled to be cast at such meeting. Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting of the Members.

Any person or persons entitled hereunder to call a special meeting of Members may do so only by written request sent by certified mail or delivered in person to the Speaker or Secretary. The officer receiving the written request shall within ten (10) days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all Members entitled to vote at the meeting. If the officer does not give notice of the meeting within ten (10) days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws. Nothing contained in this section shall be construed as limiting, fixing, or affecting the time or date when a meeting of Members called by action of the Board of Directors may be held.

2.12 TELEPHONE MEETINGS AND ELECTRONIC MAIL

Subject to the notice provisions required by these Bylaws and by the Texas Business Organization Code, Members may participate in and hold a meeting by means of conference telephone call or similar communications equipment by which all persons participating can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except participation for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Further, in the event that any matter requires a vote, and such matter is of such importance of pressing need that calling a meeting is impracticable, votes of Members may be taken by electronic mail, and the Secretary shall record such votes as if they were cast in person at a regular business meeting of the Corporation

2.13 VOTING OF MEMBERS

Each Member shall be entitled to one (1) vote on each matter submitted to a vote of the Members, except to the extent that the voting rights of Members of any class or classes are limited, enlarged, or denied by the Certificate of Formation or these Bylaws.

Unless otherwise provided by the Certificate of Formation or these Bylaws, a Member may vote in person or may vote by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. The Board of Directors may, in lieu of or in addition to an annual meeting or special meeting proffer elections of the Board of Directors or Officers by regular mail, electronic mail, by facsimile transmission, or by any combination of the three. All voters must be qualified in accordance with the provisions of Section 2.02.

At each election for the Board of Directors every Member entitled to vote at such election shall have the right to vote, in person or by electronic means, for as many persons as there are Directors to be elected and for whose election the Member has a right to vote, excluding only the Speaker of the House, who assumes office in accordance with these bylaws, and the Vice Speaker who is elected by 2/3 votes of the Board of Directors. Any vote may be taken by electronic means prior to the annual meeting or special meeting. At an annual meeting or special meeting, written ballots shall be used.

2.13 (a) VOTING OF DIRECTORS

Each Directorship shall be entitled to one (1) vote on each matter submitted to the Board of Directors for consideration.

Each Officer shall be entitled to one (1) vote on each matter submitted to the Board of Directors for consideration.

In the event a Director is absent, via proxy by the other Director. A majority of votes is required for any motion to pass.

2.14 QUORUM OF MEMBERS

Unless otherwise provided in the Certificate of Formation or in these Bylaws, the Members represented in person and by proxy, shall constitute a quorum. Unless otherwise provided in the Certificate of Formation or these Bylaws, the Members represented in person and by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal of any Member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting.

2.15 FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE

The record date for determining the Members entitled to notice of a Members' meeting and for determining the Members entitled to vote at a Members' meeting shall be the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting.

A determination of Members entitled to notice of or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new date for determining the right to notice or the right to vote. The Board of Directors must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned

to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

2.16 VOTING DIRECTORY

Deleted

2.17 ACTIONS BY MEMBERS WITHOUT MEETING

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof, or all of the Members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provides, any action required by the Texas Business Organizations Code to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Members or committee Members as would be necessary to take that action at a meeting at which all of the Members or Members of the committee were present and voted.

Each written consent shall bear the date of signature of each Member or committee Member who signs the consent. Prompt notice of the taking of any action by Members or a committee without a meeting by less than unanimous written consent shall be given to all Members or committee Members who did not consent in writing to the action.

If any action by Members or a committee is taken by written consent signed by less than all of the Members or committee Members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the Members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

An electronic mail, facsimile or similar transmission by a Member or member of a committee or a photographic, Photostatic, facsimile, or similar reproduction of a writing signed by a Member or member of a committee shall be regarded as signed by the Member or member of a committee for purposes of this section.

2.18 CONDUCT OF MEETINGS

Members' meetings shall be chaired by the Speaker, or, in the Speaker's absence, a Vice Speaker or any other person chosen by a majority of the Members present in person or by proxy and entitled to vote. The Secretary of the Corporation, or, in the Secretary's absence, an alternate Director designated by the Speaker or Vice Speaker, shall act as Secretary of Members' meetings. In the absence of the Secretary or Assistant Secretary, the Chairman of the meeting shall appoint another person to act as Secretary of the meeting.

2.19 QUARTERLY MEETINGS

The Speaker or Vice Speaker (or any Director designated by them) shall meet no less often than quarterly with faculty, staff, or employees of Westlake Academy. Such meetings shall be coordinated in an effort to meet with and discuss topics of interest to Members and Westlake Academy faculty and staff.

2.20 (a) REPORTS OF MEETINGS TO BOARD OF DIRECTORS

The Speaker or Vice Speaker (or any Director designated by them) shall report to the Board of Directors, a summary of meeting content and any agreements made with Westlake Academy faculty or Staff via a regularly scheduled meeting, special meeting, or by electronic communications within three (3) business days of meeting with faculty or staff.

ARTICLE THREE - DIRECTORS AND DIRECTORS' MEETINGS

3.01 POWERS

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors, subject to the limitations imposed by law, the Certificate of Formation and these Bylaws.

3.02 VACANCIES and ELECTIONS

Vacancies on the Board of Directors shall exist upon: (a) the failure of the Members to elect the full authorized number of Directors to be voted for at any Members' meeting at which any Director is to be elected; (b) a declaration of vacancy under Section 3.02(a) of these Bylaws; (c) an increase in the authorized number of Directors; or (d) the death, resignation, or removal of any Director.

3.02(a) DECLARATION OF A VACANCY

A majority of the Board of Directors may declare the office of a Director vacant if the Director is adjudged incompetent by a court; is convicted of a crime involving moral

turpitude; or fails to accept the office of Director, either by a letter of acceptance or by attending a meeting of the Board of Directors within thirty (30) days of notice of election.

3.02(b) FILLING VACANCIES BY DIRECTORS

Vacancies other than those caused by an increase in the number of Directors shall be temporarily filled by majority vote of the remaining Directors, though less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until a successor is elected. Vacancies must be filled before the transaction of any other business.

3.02(c) FILLING VACANCIES BY MEMBERS

Any vacancy on the Board of Directors, including those caused by an increase in the number of Directors, shall be filled by the Members at the next scheduled meeting or at a special meeting called for that purpose, or via an electronic voting process. Upon the resignation of a Director tendered to take effect at a future time, the Board of Directors or the Members may elect a successor to take office when the resignation becomes effective.

A member currently serving, selected to serve concurrently, or subsequently elected to the Board of Directors (BOD) of the Westlake Academy Foundation, Westlake Academy Athletic Club, or any future Westlake Academy 501(c)3 affiliate, shall not be eligible to fill any vacancy on the House of Commons BOD, including those caused by an increase in the number of Directors, and if currently serving, must resign their tenure on the BOD.

3.02 (d) SCHEDULE AND PROCEDURES FOR FILLING VACANCIES BY MEMBERS

Forty-five (45) days prior to the dates established in Section 2.09 ANNUAL MEETING, the HOC shall cause to be distributed to each member a notice of nomination and election, which shall include an election schedule, Nomination Ballot, Nominee Consideration Form, Nomination and Statement of Willingness to Serve Form, and Nominee Information Sheet (NIS). Nominations shall close at noon (12:00 p.m.), fourteen (14) days prior to elections.

1. A Nominee Consideration Form will be made available for members to recommend individuals for BOD positions.

2. A Nomination and Willingness to Serve Form will be made available for all candidates.
3. A Nominee Information Sheet (NIS) will be provided to candidates as a means of documenting their personal information and qualifications for office. Utilization of any or all of the NIS is at the candidate's discretion. The deadline for completing the NIS is when nominations close.
4. The NIS will be made available to members, in an effort to educate them as to the qualifications of each candidate so they may make an informed choice.
5. Prior to or upon membership notice, the Board of Directors shall solicit and assemble a committee of at least two (2) members NOT currently serving on the Board of Directors and one (1) faculty member, herein known as the Election Oversight Committee (EOC). The outgoing Speaker of the House, will chair the EOC. IF the outgoing Speaker of the House has declared for a vacant position in the election, by majority vote, the BOD will appoint a member at large to fill the EOC chair position.
6. The EOC shall be responsible for the administration of nominations and elections.
7. Any member shall be eligible to hold any Officer or Directorship position except those specifically limited in these bylaws.
8. Any member may nominate himself or herself or any other member. A member can only be nominated to one Officer or Directorship position. In the event a third party nominates a member, the Chairperson of the EOC shall contact the member to determine their willingness to serve, remain on the ballot and/or preference of Office or Directorship, if nominated to more than one position.
9. Officer and Directorship positions cannot be jointly filled.
10. The EOC will accept nominations, assist nominees and assure that all forms, if applicable, are completed via the EOC discreet email: elections@wahoc.org.
11. The committee will retain the exclusive right to advise nominees of open positions and assist in equitably filling vacant positions based on the available pool of nominees. However, they will not have the power to deny a members right to run for any vacant Office or Directorship for which they are eligible. The Speaker of the House and Vice Speaker positions are not eligible for election by the members.
12. A member may withdraw his or her nomination at any time prior to the

distribution of the ballots by notifying the Speaker of the House in writing.

13. IF the EOC is able to fill all vacant positions with eligible candidates (i.e. no contested positions) the EOC may present them to the BOD for approval and membership notification.
14. IF there are contested positions, the EOC shall present to the Communications Director, and the Communications Director shall cause to be distributed to each member, a list of persons willing to be considered for nomination to Officer or Directorship, herein referenced as a "ballot".
15. The format of the ballot will be at the recommendation of the EOC and approved by the Board of Directors. This will ballot will not include a "write in" section and may be disseminated electronically, by US Mail or provided to members at the annual meeting or special meeting called for the purpose of elections. This meeting can be coincidental with planned HOC events.
16. The official ballot presented by the EOC shall be made available to all members no less than seven (7) days prior to the respective date of the vote count.
17. The vote shall terminate at the conclusion of the Spring Meeting and mark the close of elections.
18. The vote count shall take place within twenty-four (24) hours after the close of elections.
19. Tabulation of election results will be certified by the current Westlake Academy Head of School, Campus Coordinator or any other current representative designated by Westlake Academy as the individual responsible for coordination of policy with regards to affiliate organizations. The EOC will coordinate and assist in this process.
20. The candidate who receives the majority of the votes cast for each Officer or Directorship shall be deemed elected to that office.
21. In the event of a tie, the drawing of lots shall eliminate one (1) candidate

3.02 (e) VACANIES BY OTHER AFFILIATES

A member currently serving, selected to serve concurrently, or subsequently elected to the Board of Directors of the Westlake Academy Foundation, Westlake Academy Athletic Club, or any future Westlake Academy 501c3 affiliate, shall not be eligible to fill any vacancy on the House of Commons Board of Directors, including those caused by an increase in the number of Directors.

3.03 REMOVAL OF DIRECTORS

The entire Board of Directors or any individual Director may be removed from office by a vote of a majority of Members entitled to vote at an election of the Board of Directors. If any or all Directors are so removed, their replacements may be elected at the same meeting.

3.04 ACTION BY CONSENT OF BOARD OF DIRECTORS WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting and shall have the same force and effect as a unanimous vote of the Board of Directors if all the Directors consent to the action in writing. Such consent may be given individually or collectively.

3.05 PLACE OF MEETINGS

Meetings of the Board of Directors shall be held at any place within or without the State of Texas as may be designated by the Board of Directors.

3.06 REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held, without call or notice, immediately following each annual Member's meeting, and at any other regularly repeating times as the Directors may designate.

3.07 SPECIAL MEETINGS

Special meetings of the Board of Directors for any purpose may be called at any time by the Speaker or, if the Speaker is absent or unable or refuses to act, by any Vice Speaker or any two Directors. Written notice of the special meeting, stating the time and place of the meeting, shall be mailed ten (10) days before, or personally delivered so as to be received by each director not later than two (2) days before, the day appointed for the meeting. The notice may include a tentative agenda, but the meeting shall not be confined to any agenda included with the notice, and none is required.

Upon providing notice, the Secretary or other officer sending notice shall sign and file in the Corporate Record Book a statement of the details of the notice given to each Director. If such statement should later not be found in the Corporate Record Book, due notice shall be presumed.

3.08 QUORUM

The presence throughout any Board of Directors' meeting, or adjournment thereof, of a majority of the authorized number of Directors shall be necessary to constitute a quorum to transact any business, except to adjourn. If a quorum is present, every act done or resolution passed by a majority of the Directors present and voting shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation, or these Bylaws. Directors present by proxy shall not be counted toward a quorum.

3.09 ADJOURNMENT AND NOTICE OF ADJOURNED MEETINGS

A quorum of the Directors may adjourn any Board of Directors' meeting to meet again at a stated hour on a stated day. Notice of the time and place where an adjourned meeting will be held need not be given to absent Directors if the time and place are fixed at the adjourned meeting. In the absence of a quorum, a majority of the Directors present may adjourn to a set time and place if notice is duly given to the absent Directors, or until the time of the next regular meeting of the Board of Directors.

3.10 CONDUCT OF MEETINGS

The Speaker shall chair all meetings of the Board of Directors. In the Speaker's absence, the Vice Speaker or a Chairman chosen by a majority of the Directors present shall preside. The Secretary of the Corporation shall act as Secretary of the Board of Directors' meetings. When the Secretary is absent from any meeting, the Chairman may appoint any person to act as Secretary of that meeting.

All meetings will be conducted in accordance with the official meeting agenda as compiled and disseminated by the Secretary. Each meeting shall consist of an "open" and "closed" session. The open session is open to all active members, invited guests and committee members. The closed session is for current Officers and Directors only. Open sessions will be conducted in accordance with reasonable rules of parliamentary procedure. The Secretary will act as Parliamentarian.

3.10 (a) REASONABLE EXAMPLES OF PARLIAMENTARY PROCEDURE

1. MAIN MOTION: A formal proposal to take certain action.

Step 1. Addressing the Chair. Begin the discussion by having a member makes the motion. The motion should be made and seconded. After this, debate can be conducted.

SECOND REQUIRED Yes

DEBATABLE Yes

AMENDABLE	Yes
VOTE REQUIRED	Majority

2. TABLE A MOTION: Sometimes a board or committee may wish to defer action on a motion. One way to accomplish this is to lay a motion on the table. It is in order to move that a main motion be laid on the table when discussion on the main motion has or is about to end. A tabled motion can be brought from the table during the same meeting but is usually done so at a later meeting when unfinished business is being considered.

SECOND REQUIRED	Yes
DEBATABLE	No
AMENDABLE	No
VOTE REQUIRED	Majority

3. TO TAKE A MOTION FROM THE TABLE: To enable the board to take up and consider a motion that was postponed temporarily (Tabled) during the same meeting or a previous meeting.

SECOND REQUIRED	Yes
DEBATABLE	No
AMENDABLE	No
VOTE REQUIRED	Majority

4. AMENDING A MOTION: Any motion may be amended. The Amendment must be seconded and then it can be discussed. When discussion ends, the amendment is voted on first. If the amendment passes, the original motion is then put to a vote as amended. If the amendment fails, the original motion is put to a vote.

SECOND REQUIRED	Yes
DEBATABLE	Yes
AMENDABLE	Yes
VOTE REQUIRED	Majority

5. MOTION TO CLOSE DEBATE: To prevent or stop discussion on the pending Motion, and to bring the Motion to an immediate vote.

SECOND REQUIRED	Yes
DEBATABLE	No
AMENDABLE	No
VOTE REQUIRED	2/3 of members present

6. POINT OF ORDER: Anytime a member feels an incorrect procedure is being used, he or she can interrupt with a point of order request that requires the Speaker to determine the correct procedure. The point of order can have no additional motions applied to the request other than a motion to withdraw.

SECOND REQUIRED	No
DEBATABLE	No
AMENDABLE	No
VOTE REQUIRED	Ruling by Chairperson

3.10 (b) RIGHTS IN DEBATE

When a pending motion is presented for consideration to the Board, the presiding officer shall recognize the member who made the motion to speak first and the member who seconded the motion to speak second. When two or more members wish to speak the presiding officer shall name the member who is to speak first. No member of the Board shall interrupt another while speaking except to make a point of order. No member shall be permitted to interrupt while another member is speaking. No Board member shall be permitted to indulge in a discussion of personalities, use language personally offensive, arraign motives of members or charge deliberate misrepresentation. If a member is speaking or otherwise transgressing the rules of the Board, the presiding officer shall or any Board member may call him or her to order in which case he or she shall immediately be quiet unless permitted to explain. The Board shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he or she shall be at liberty to proceed. If at any time a guest attendee at a board meeting fails to follow the above rules, or is otherwise inappropriate, disruptive or abusive, they shall be asked to immediately excuse themselves by the acting Parliamentarian.

3.11 NUMBER OF DIRECTORS

The number of Director positions of this Corporation shall be no less than seven, all of whom need be residents of Texas and Members. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws. Any decrease in the total number of Directors shall not have the effect of reducing the total number of Directors below three, nor of shortening the tenure which any incumbent Director would otherwise enjoy. The Westlake Academy House of Commons Policy and Procedures Manual will govern Officer and Director positions and may be ratified by $\frac{3}{4}$ vote of the Board of Directors.

3.12 TERM OF OFFICE

Directors, with the exception of the Treasurer, shall be entitled to hold office for a term of one (1) year, commencing on the first day of July, and continuing for one (1) year or until he or she is removed, resigns, re-elected or a successor has been elected and assumes office in accordance with these bylaws.

The Treasurer's elected office shall commence on the first day of July and continue for two (2) years or until he or she is removed, resigns, re-elected or a successor has been elected and assumes office in accordance with these bylaws.

The overlap period from election of the new Directors until the end of the previous Director's term, shall be used as the transition period (last day of May to the first day of July) to qualify the new Officer or Director for their respective position. There are no other term limits for Directors and term vacancies are filled in accordance with these bylaws.

The Speaker defaults from the previous years Vice Speaker. The Vice Speaker is elected by $\frac{2}{3}$ vote of the Board of Directors.

3.13 COMPENSATION

Directors as such shall not receive salaries or other compensation for their services. This policy does not preclude any Director from serving the Corporation in any other professional, arms length capacity and receiving compensation for such additional services.

3.14 BOARD COMMITTEES-AUTHORITY TO APPOINT

The Board of Directors may designate one or more committees to conduct the business and affairs of the Corporation to the extent authorized. Each Board committee shall contain at least two (2) Members, The Board of Directors shall have the power to change the powers and membership of, fill in vacancies in, and dissolve any committee at any time.. The

designation of any committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any Member thereof, of any responsibility imposed by law.

3.15 PROXIES

A Director may vote in person, via electronic mail, by text message or by proxy executed in writing. No proxy shall be valid after three months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable and otherwise irrevocable by law.

3.16 ACTIONS BY DIRECTORS WITHOUT MEETING

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Board of Directors entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provides, any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Board of Directors or committee members as would be necessary to take that action at a meeting at which all of the Board of Directors or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Director or committee member who signs the consent. A written consent signed by less than all of the Board of Directors or committee members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by this section, a consent or consents signed by the required number of Board of Directors or committee members is delivered to the Corporation at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of Board of Directors or committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the Speaker or principal executive officer of the Corporation.

Prompt notice of the taking of any action by the Board of Directors or a committee without a meeting by less than unanimous written consent shall be given to all Directors or committee members who did not consent in writing to the action.

If any action by Board of Directors or a committee is taken by written consent signed by less than all of the Directors or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the Board of Directors or committee members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

An electronic mail, facsimile or similar transmission by a Director or member of a committee or a photographic, facsimile, or similar reproduction of a writing signed by a Director or member of a committee shall be regarded as signed by the Director or member of a committee for purposes of this section.

3.17 COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending or restating the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repeated by such committee. The designation and appointment of any such committee and the delegation of authority to such committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law upon the Board of Directors or upon any individual Director.

Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Corporation and the Speaker of the Corporation shall appoint the members thereof. The person thereof may remove any member or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Each member of a committee shall continue as such until the next annual meeting of the Members of the Corporation and until a successor is appointed, unless the committee shall

be sooner terminated, or unless such member be removed from such committee, or unless such member ceases to qualify as a member thereof.

The person or persons authorized to appoint the members thereof shall appoint one member of each committee chairman.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE FOUR-OFFICERS

4.01 TITLE AND APPOINTMENT

The officers of the Corporation shall be a Speaker, a Vice Speaker, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate. The same person may hold any two or more offices, except Speaker and Secretary. All officers shall be elected for a term of one (1) year. . Election or appointment of an officer shall not of itself create contract rights.

4.02 REMOVAL AND RESIGNATION

Any officer may be removed, with or without cause, by vote of a majority of the Directors at any meeting of the Board of Directors, or, except in case of an officer chosen by the Board of Directors or by any committee or officer upon whom that power of removal may be conferred by the Board of Directors. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any officer may resign at any time by giving written notice to the Board of Directors, the Speaker, or the Secretary of the Corporation. Any resignation shall take effect upon receipt or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.03 VACANCIES

Should any vacancy occur in any office of the Corporation, the Board of Directors may elect an acting successor to hold office for the unexpired term or until a permanent successor is elected.

4.04 COMPENSATION

Officers shall receive no compensation, but may be reimbursed for all actual out of pocket expenses incurred as a reasonable and necessary part of their service in such office. The Board of Directors must approve all unbudgeted expenses of greater than \$250.00,

4.05 SPEAKER

The Speaker shall be the chief executive officer of the Corporation, subject to the control of the Board of Directors. The Speaker shall have general supervision, direction, and control of the business and officers of the Corporation; shall have the general powers and duties of management usually vested in the office of the president of a corporation; shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws; and shall be *ex officio* a member of all standing committees, including the executive committee, if any. In addition, the Speaker shall preside at all meetings of the Members and Board of Directors. The previous year's Vice Speaker fills the Speaker of the House position. In the event a vacancy is created in accordance with Section 3.02, The Speaker of The House will be assumed by the acting Vice Speaker. The succession of Vice Speaker will be in accordance with Section 4.06 VICE SPEAKER.

4.06 VICE SPEAKER

The Vice Speaker(s) shall have such powers and perform such duties as from time to time may be prescribed by these Bylaws, the Board of Directors, or the Speaker. No person may serve as Vice Speaker without having previously served a Board of Directors term in the preceding year. A vacancy created in accordance with Section 3.02, must be filled by elected members on the current Board of Directors (BOD) regardless of term, based on the availability of Officers or Directors.

In the absence or disability of the Speaker, the senior Vice Speaker shall perform all the duties of the Speaker, pending action by the Board of Directors. While so acting, the senior Vice Speaker shall have the powers of, and be subject to all the restrictions on, the Speaker.

4.07 SECRETARY

The Secretary shall:

1. See that all notices are duly given as required by law, the Articles of Incorporation, or these Bylaws. In case of the absence or disability of the

Secretary, or the Secretary's refusal or neglect to act, notice may be given and served by an Assistant Secretary or by the Speaker, Vice Speaker, or Board of Directors.

2. Be custodian of the minutes of the Corporation's meetings, its Corporate Record Book, its other records, and any seal, which it may adopt. When the Corporation exercises its right to use a seal, the Secretary shall see that the seal is embossed upon all documents authorized to be executed under seal in accordance with these Bylaws.
3. Maintain, in the Corporate Record Book, a record of all Members of the Corporation, together with their current mailing addresses.
4. Act as Parliamentarian during all Board of Director meetings.
5. Administer requests for electronic voting on motions set forth by an acting Officer or Director.
6. Working in conjunction with the Speaker, prepare, disseminate and forward the Agenda to the BOD seven (7) days prior to each monthly meeting. Any BOD member wishing to have an item placed on the agenda shall first consult with the Speaker and then submit the item to the Secretary no later than 10 days prior to each monthly meeting. Any proposals or motions not submitted via this process must be entered as new business.
7. Provide a copy of the agenda to the Westlake Academy Administration and post it on the HOC website no later than one (1) day prior to the scheduled meeting.
8. In general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be required by Article Six of these Bylaws, by these Bylaws generally, by the Speaker, by the Board of Directors, or by law.

4.08 TREASURER

The Treasurer shall:

1. Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all funds in the name of the Corporation in those banks, trust companies, or other depositories as the Board of Directors select.
2. Receive, and give receipt for, monies due and payable to the Corporation.

3. Disburse or cause to be disbursed the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for those disbursements.
4. If required by the Board of Directors or the Speaker, give to the Corporation a bond to assure the faithful performance of the duties of the Treasurer's office and the restoration to the Corporation of all corporate books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or control, in case of the Treasurer's death, resignation, retirement, or removal from office. Any such bond shall be in a sum satisfactory to the Board of Directors, with one or more individual securities or with a surety company satisfactory to the Board of Directors. The Board of Directors and not the Treasurer will pay for any fees associated with this bond.
5. In general, perform all the duties incident to the office of the Treasurer, and such other duties as from time to time may be assigned to the Treasurer by Article Six of these Bylaws, by these Bylaws generally, by the Speaker, by the Board of Directors, or by law.

ARTICLE FIVE-AUTHORITY TO EXECUTE INSTRUMENTS

5.01 NO AUTHORITY ABSENT SPECIFIC AUTHORIZATION

These Bylaws provide certain authority for the execution of instruments. The Board of Directors, except as otherwise provided in these Bylaws, may additionally authorize any officer(s) or agent(s), to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless expressly authorized by these Bylaws or the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement nor to pledge its credit nor to render it liable pecuniary for any purpose or in any amount.

5.02 EXECUTION OF CERTAIN INSTRUMENTS

Formal contracts and other corporate documents shall be signed or endorsed by the Speaker, Vice Speaker, Secretary or Treasurer, unless otherwise specifically determined by the Board of Directors or otherwise required by law.

ARTICLE SIX-CORPORATE RECORDS AND ADMINISTRATION

6.01 MINUTES OF CORPORATE MEETINGS

The Corporation shall keep at the principal office, or such other place as the Board of Directors may order, a Corporate Record Book containing minutes of all meetings of the Corporation's Members, Directors, and committees. The minutes shall show the time and place of each meeting, whether the meeting was regular or special, a copy of the notice given or written waiver thereof, and, if it is a special meeting, how the meeting was authorized. The minutes of all meetings shall further show the proceedings and the names of those present. Minutes of Member meetings shall also show the number of votes present or represented.

6.02 BOOKS OF ACCOUNT AND ANNUAL REPORTS

The Corporation shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions, including all income and expenditures, in accordance with generally accepted accounting practices. Based on these records, the Board of Directors shall annually prepare or approve a report of the Corporation's financial activity for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, expenses, and changes in fund balances, a statement of functional expenses, and balance sheets for all funds. All records, books, and annual reports of the financial activity of the Corporation shall be maintained for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying during normal business hours. The Corporation may charge for the reasonable expense of preparing a copy of a record or report.

6.03 MEMBERSHIP DIRECTORY

The Corporation shall keep, a membership Directory showing the names of the Members. The above-specified information may be kept on an information storage device, such as electronic data processing equipment, provided that the equipment is capable of reproducing the information in clearly legible form for the purposes of inspection by any Member, Director, officer, or agent of the Corporation during regular business hours. Any dissemination of Membership information shall be in strict compliance with the existing Privacy Policy of Westlake Academy.

6.04 CORPORATE SEAL

The Board of Directors may at any time adopt, prescribe the use of, or discontinue the use of, such corporate seal as it deems desirable, and the appropriate officers shall cause such seal to be affixed to such documents as the Board of Directors may direct.

6.05 FISCAL YEAR

The fiscal year of the Corporation shall be as determined by the Board of Directors and approved by the Internal Revenue Service. The Treasurer shall forthwith arrange a consultation with the Corporation's tax advisers to determine whether the Corporation is to have a fiscal year other than the calendar year. If so, the Treasurer shall file an election with the Internal Revenue Service as early as possible, and all correspondence with the IRS, including the application for the Corporation's Employer Identification Number, shall reflect such non-calendar year election.

6.06 MANAGEMENT OF FUNDS

All institutional and endowment funds shall be handled pursuant to the Uniform Management of Institutional Funds Act. (Texas Property Code Sections 163.001 et seq.).

6.07 LOANS TO OFFICERS AND DIRECTORS

The Corporation shall not loan money to any of its Directors or Members.

6.08 WAIVER OF NOTICE AND CONSENT TO ACTION

Meetings provided for in these Bylaws shall not be invalid for lack of notice if all persons entitled to notice either waive notice or consent to the meeting, in writing, or are present and do not object to the notice given. Waiver or consent may be given either before or after the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE SEVEN – PURPOSE AND MISSION PRIORITIES

7.01 PURPOSE

The Corporation has been organized and shall be operated exclusively as a not-for-profit educational organization to build, serve and support Westlake Academy in the Town of Westlake, Texas.

7.02 SCHOOL PRIORITY

In addition to the purpose of building, serving and supporting Westlake Academy Community, the Corporation has, as its purpose, the fostering of a first class education for

all of the students of Westlake Academy, and all other purposes are in furtherance of this underlying goal.

7.03 501(c)(3) ISSUES

The Corporation is organized as a charitable and an educational organization as that term is defined in Internal Revenue Code Sec. 501(c)(3), and an organization exempt from taxation pursuant to Sec. 501(a) of the I.R.C. The Corporation and the Board of Directors shall continue to take such actions as are necessary, and which are not inconsistent with other provisions of the Certificate of Formation or these bylaws, to ensure continued eligibility for and qualification as, an organization described in Sec. 501(c)(3), and exempt pursuant to Sec. 501(a) of the I.R.C.

ARTICLE EIGHT – INDEMNIFICATION AND INSURANCE

8.01 INDEMNIFICATION

The Corporation shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

8.02 INSURANCE

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a Member, Director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against that liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Corporation would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the Members of the Corporation. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (1) create a trust fund; (2) establish any form of

self insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Members regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE NINE – MEETINGS BY TELEPHONE CONFERENCE, ELECTRONIC OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY

Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, Members of the Corporation, Members of the Board of Directors, or Members of any committee may participate in and hold a meeting of such Members, Board of Directors, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each Member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each Member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE TEN - ADOPTION OF BYLAWS

The foregoing bylaws were adopted by the Board of Directors effective the 11th day of August, 2015

Melissa Morse,
Speaker

Melissa Zerangue,
Vice Speaker

Martha McCoy,
Treasurer

Jackie Smith,
Communications Director

Shea Biorn,
Projects Director

Sandi Ferrell,
Fall Social Director

Vacant
Volunteer Director

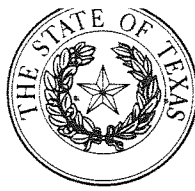
Elizabeth Allen,
Hospitality Director

Attested and certified by:

Elizabeth Thidemann,
Secretary

ADDENDUMS ADOPTED and ATTACHED:

1. NOMINEE CONSIDERATION FORM
2. NOMINATION AND STATEMENT OF WILLINGNESS-TO-SERVE FORM
3. NOMINEE INFORMATION SHEET



The State of Texas

Secretary of State

DEC. 21, 1995

CANTEY & HANGER..JOHN BROWN
2100 BURNETT PLAZA,801 CHERRY ST
FT WORTH ,TX 76102

RE:
TEXAS STUDENT HOUSING CORPORATION

CHARTER NUMBER 01343290-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
ARTICLES OF AMENDMENT.

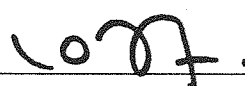
THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

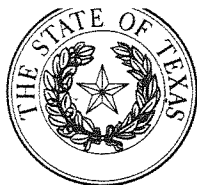
PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,




Antonio O. Garza, Jr., Secretary of State



The State of Texas

Secretary of State

CERTIFICATE OF AMENDMENT

FOR

TEXAS STUDENT HOUSING CORPORATION
CHARTER NUMBER 01343290

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF AMENDMENT FOR THE ABOVE
NAMED ENTITY HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO
CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF AMENDMENT.

DATED DEC. 20, 1995

EFFECTIVE DEC. 20, 1995



A handwritten signature in black ink, appearing to read "Antonio O. Garza, Jr.".

Antonio O. Garza, Jr., Secretary of State

DEC 20 1995

ARTICLES OF AMENDMENT

Corporations Section

Pursuant to the provisions of Article 1396-4.03 of the Texas Non-Profit Corporation Act, Texas Student Housing Corporation (the Corporation) adopts the following Articles of Amendment:

1. The name of the Corporation is Texas Student Housing Corporation.
2. The following amendment to the Articles of Incorporation was adopted on December 19, 1995.

Article IV is deleted and the following is substituted so that Article IV reads in its entirety as follows:

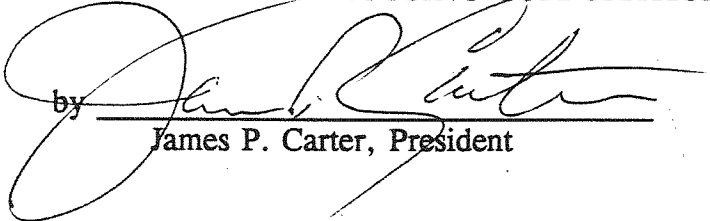
ARTICLE IV

The purpose of the Corporation is to act on behalf of the Town of Westlake and as its duly constituted authority and instrumentality to exercise the powers granted to an authority under the provisions of the Act, and to exercise all powers granted under the Texas Non-Profit Corporation Act as provided in the Act.

3. The corporation is an instrumentality of the Town of Westlake. The amendment was adopted unanimously by the Board of Aldermen of the Town of Westlake in its regular monthly meeting duly convened and held on December 19, 1995.

TEXAS STUDENT HOUSING CORPORATION

by


James P. Carter, President

DEC 20 1995

ARTICLES OF AMENDMENT

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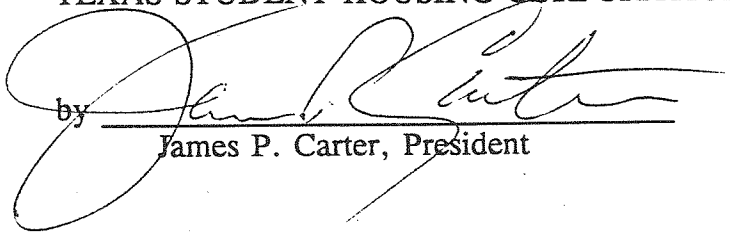
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TEXAS STUDENT HOUSING CORPORATION

by


James P. Carter, President



The State of Texas

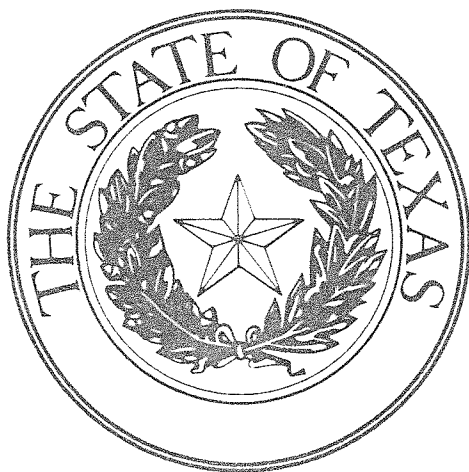
SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF
TEXAS STUDENT HOUSING CORPORATION
CHARTER NUMBER 1343290-01


The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: February 2, 1995
Effective February 2, 1995

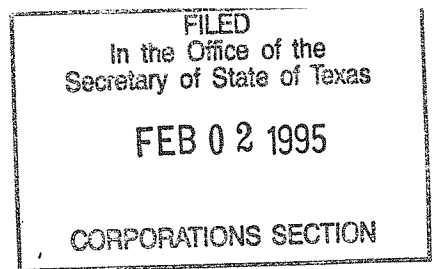




Antonio O. Garza, Jr.
Secretary of State

LCS

ARTICLES OF INCORPORATION
of
TEXAS STUDENT HOUSING CORPORATION



The undersigned natural persons, acting on behalf of and as directed by the Town of Westlake, Texas (the "Town"), as incorporators of a nonprofit corporation (the "Corporation") under Section 53.35(b), Texas Education Code (the "Act"), do hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE I

The name of the Corporation is "Texas Student Housing Corporation."

ARTICLE II

The Corporation is a nonprofit corporation created under the Act.

ARTICLE III

The duration of the Corporation is perpetual (subject to dissolution as provided in these Articles of Incorporation).

ARTICLE IV

The purpose of the Corporation is to aid institutions of higher education in providing educational facilities and housing facilities and facilities incidental, subordinate, or related thereto or appropriate in connection therewith. The Corporation shall have all of the powers and authority granted under the Act and other applicable law.

ARTICLE V

The Corporation shall have no members and is a nonstock corporation.

ARTICLE VI

The street address of the initial registered office of the Corporation is 3 Village Circle, Suite 207, Westlake, Texas 76262, and the name of the initial registered agent at such address is Scott Bradley.

ARTICLE VII

All powers and authority of the Corporation shall be vested in a board of directors (the "Board"), each member of which shall be appointed by resolution of the governing body of the Town. The number of directors and their terms of office shall be fixed by the bylaws of the Corporation consistent with the Act. The directors shall serve without compensation, except that they shall be entitled to reimbursement for the actual expenses they incur in the performance of their official duties.

ARTICLE VIII

The number of directors constituting the initial Board shall be nine. The respective names and addresses of the initial directors, none or whom is an officer or employee of the Town, are as follows:

1. Bill Wolston
18501 SH 114
Justin, Texas 76247
2. Bob Minyard
4100 Aspen Lane
Westlake, Texas 76262
3. James P. Carter
204 Fresh Meadow Drive
Trophy Club, Texas 76262
4. Gary G. Wall
770 North Peytonville Boulevard
Southlake, Texas 76092
5. Carroll Schubert
613 Northwest Loop 410, Suite 900
San Antonio, Texas 78216
6. Forrest Watson
328 Lorine
Keller, Texas 76248
7. William R. Branum
1201 North Carroll
Southlake, Texas 76092
8. Worth Blake
244 Oak Hill Drive
Trophy Club, Texas 76262
9. Abe A. Bush, Jr.
2220 North Pearson Lane
Westlake, Texas 76262

ARTICLE IX

The respective names and street addresses of the incorporators, each of whom is a citizen of the State of Texas and at least 18 years of age, are as follows:

1. Alvin Oien
1440 West Dove Road
Westlake, Texas 76262
2. Carroll Huntress
13580 Denton Highway
Westlake, Texas 76262
3. Jerry Moore
3030 Dove Road
Westlake, Texas 76262
4. Howard Dudley
1650 West Dove Road
Westlake, Texas 76262
5. Fred Held
4105 Aspen Lane
Westlake, Texas 76262

ARTICLE X

On January 23, 1995 the governing body of the Town duly adopted a resolution ordering the creation of the Corporation, authorizing the Corporation to act on behalf of the Town as its duly constituted authority and instrumentality, and approving the form of these Articles of Incorporation.

ARTICLE XI

These Articles of Incorporation may be amended from time to time by a majority vote of the entire membership of the Board with the approval of the governing body of the Town. Neither the Corporation's initial bylaws nor any amendment thereof shall take effect until approved by the governing body of the Town.

ARTICLE XII

No dividends shall be paid by the Corporation and no part of its earnings shall be distributed to or inure to the benefit of the Corporation's directors or officers or to any private person, firm, corporation, or association except in reasonable amounts for services rendered.

ARTICLE XIII

The governing body of the Town, in its discretion and without any action by the Board, may at any time change the structure, organization, programs, or activities of the Corporation or may dissolve the Corporation. If the Board determines that the Corporation's purposes have been substantially accomplished, and all of the Corporation's debts and claims have been satisfied, or satisfaction thereof has been provided for, the Board shall, upon approval by the governing body of the Town, dissolve the Corporation. Any dissolution of the Corporation shall be subject to any limitations on the impairment of contracts prescribed by the respective constitutions and other applicable law of the United States of America and the State of Texas. If the Corporation is dissolved when it has, or is entitled to, any interest in any funds or other property of any kind (real, personal, or mixed), such interest shall not be transferred to private ownership but shall be transferred and delivered to the Town (after satisfaction or provision for satisfaction of the Corporation's debts and claims has been made).

ARTICLE XIV

No substantial part of the Corporation's activities shall consist of propagating propaganda or attempting to influence legislation. The Corporation shall not participate in any political campaign on behalf of or in opposition to any candidate for public office.

IN WITNESS WHEREOF, we have executed these Articles of Incorporation on this 23 day of January, 1995.

C. P. Huntress
Incorporator

Howard Dudley
Incorporator

Alvin F. Oien
Incorporator

Fred Held
Incorporator

Jerry N. Moore
Incorporator

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, the undersigned, a Notary Public of the State of Texas, do hereby certify that on this 23 day of January, 1995, personally appeared before me ALVIN OIEN, CARROLL HUNTRESS, JERRY MOORE, HOWARD DUDLEY, and FRED HELD who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

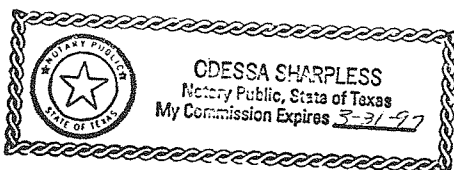
IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Odessa Sharpless
Notary Public, State of Texas

Odessa Sharpless
[printed name]

My Commission Expires: 3-31-97

[SEAL]



MINUTES AND CERTIFICATION

On January 23, 1995 the Board of Aldermen of the Town of Westlake, Texas convened in regular meeting at its regular meeting place in Westlake, Texas. The roll of the duly constituted officers and members of the Board of Aldermen was called, which are as follows:

Name	Title
Scott Bradley	Mayor
Alvin Oien	Alderman
Carroll Huntress	Alderman
Jerry Moore	Alderman
Howard Dudley	Alderman
Fred Held	Alderman

all of whom were present except the following absentee(s): JERRY MOORE thus constituting a quorum.

Among other business, a written Resolution bearing the following caption was introduced:

A Resolution ordering the creation of a nonprofit corporation pursuant to the Texas Education Code, approving articles of incorporation and bylaws for, and appointing the initial directors of, such corporation, and resolving related matters

The Resolution was read by the Board of Aldermen.

After due discussion, it was duly moved and seconded that the Resolution be adopted. The Presiding Officer put the motion to a vote of the Board of Aldermen, and the Resolution was adopted by the following vote:

AYES: 3

NOES: 0

ABSTENTIONS: 1

The Presiding Officer then declared the Resolution to be adopted.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT and to correctly reflect the duly constituted officers and members of the Board of Aldermen, and the attached copy of the Resolution is hereby certified to be a correct copy of an official copy thereof, on file among the official records of the Board of Aldermen, on this 30 day of January, 1995.

[SEAL]

By: Adrian Shaples
Town Secretary, Town of Westlake, Texas

A RESOLUTION ORDERING THE CREATION OF A NONPROFIT CORPORATION
PURSUANT TO THE TEXAS EDUCATION CODE, APPROVING ARTICLES OF
INCORPORATION AND BYLAWS FOR, AND APPOINTING THE INITIAL DIRECTORS
OF, SUCH CORPORATION, AND RESOLVING RELATED MATTERS

WHEREAS, Section 53.35(b) of the Texas Education Code (the "Act") authorizes this Board of Aldermen, as the governing body of the Town of Westlake, Texas (the "Town"), to order the creation of a nonprofit corporation (the "Corporation") to act on behalf of the Town as the Town's duly constituted authority and instrumentality for the purpose of aiding institutions of higher education in providing educational facilities and housing facilities and facilities incidental, subordinate, or related thereto or appropriate in connection therewith (any such facilities, "Facilities");

WHEREAS, the Act authorizes the Corporation to issue revenue bonds to provide funds for any of its purposes, including (without limitation) funds for the acquisition or construction of Facilities, which Facilities need not be located within the town limits of the Town;

WHEREAS, the bonds and other obligations of the Corporation will not constitute obligations (whether special, general, or moral) of the Town;

WHEREAS, the Act provides that the directors of the Corporation are to be appointed by the Board of Aldermen of the Town;

WHEREAS, this Board of Aldermen intends, by the adoption of this Resolution, to take all action necessary to order the creation of the Corporation with all of the corporate powers and authority granted under the Act;

WHEREAS, the Town desires that the Corporation establish and administer a program designed to provide education and/or housing opportunities to deserving students residing in the Keller Independent School District, the Carroll Independent School District, and the Northwest Independent School District at the higher education institutions that are aided by the Corporation, which program shall be funded exclusively from those funds (if any) of the Corporation that are not subject to a lien and/or pledge securing the Corporation's bonds or other obligations or required for the timely payment of the Corporation's operation and maintenance expenses;

WHEREAS, the meeting at which this Resolution has been considered was open to the public as required by law, and public notice of the time, place, and subject of the meeting has been given in accordance with Chapter 551, Government Code;

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

SECTION 1. The findings and declarations contained in the preamble of this Resolution are hereby incorporated as part of this Resolution.

SECTION 2. This Board of Aldermen hereby finds and determines that it is in the best interest of the Town and its inhabitants that the Corporation, to be named as specified in the Corporation's articles of incorporation (the "Articles"), be created pursuant to the Act to act on behalf of the Town as its duly constituted authority and instrumentality for the purposes and with the powers and authority prescribed by the Act.

SECTION 3. This Board of Aldermen hereby orders the creation of the Corporation and approves the Articles in substantially the form attached to this Resolution as an exhibit, and hereby authorizes the incorporators of the Corporation (as identified in such Articles) to file the Articles with the Secretary of State in accordance with law. In the event that the name for the Corporation specified in such Articles is not available, the incorporators are hereby authorized to change the Corporation's name in the Articles without the further approval of the Town.

SECTION 4. This Board of Aldermen hereby appoints the persons identified in the Articles (none of whom is an officer or employee of the Town) to serve as the initial members of the board of directors of the Corporation.

SECTION 5. This Board of Aldermen hereby approves the initial bylaws of the Corporation in substantially the form attached to this Resolution as an exhibit.

SECTION 6. It is intended that the Corporation be a duly constituted authority and instrumentality of the Town within the meaning of regulations and/or revenue rulings of the Treasury Department and/or the Internal Revenue Service of the United States promulgated under Sections 103 and 115 of the Internal Revenue Code of 1986.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

WESTLAKE ACADEMY

RESOLUTION NO. 19-13

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES UPDATING THE MEMORANDUM OF UNDERSTANDING WITH THE WESTLAKE ACADEMY FOUNDATION.

WHEREAS, the Board of Trustees desires to create the highest quality educational programs and learning environment on campus for our students; and,

WHEREAS, the Board of Trustees has authorized affiliate groups to assist the Board in those endeavors; and,

WHEREAS, the Westlake Academy Foundation is one of said affiliate groups and works to raise funds and provide grants to the Academy; and,

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the citizens of Westlake as well as the students, their parents, and faculty of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

SECTION 1: that the Board of Trustees of Westlake Academy does hereby approve the Memorandum of Understanding, attached hereto as *Exhibit "A"*; and further authorize the Superintendent to execute this agreement.

SECTION 2: 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 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 5TH DAY OF AUGUST 2019.

ATTEST:

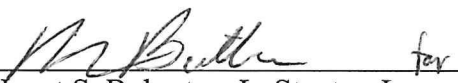


Laura Wheat, President



Kelly Edwards, Town Secretary

APPROVED AS TO FORM:



Janet S. Bubert or L. Stanton Lowry,
School Attorney

Exhibit “A”

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M O U) is entered into by and between the Town of Westlake ("Town"), as the charter holder of Westlake Academy ("Academy"), the Westlake Academy Board of Trustees ("Academy Board") and the Board of Directors ("Foundation Board") of the Westlake Academy Foundation (the "Foundation"), desiring to memorialize the nature of the relationship between these entities, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

- A. Public Purposes: The Town and the Academy Board have identified the following educational public purposes for the Academy's support of the Foundation:
1. Because of the uncertainty and restrictions inherent in the Texas public charter school finance system, the Academy must seek alternative sources of revenue in order to continue and/or enhance its education programs.
 2. Maximization of alternative revenue sources requires strong community support.
 3. Strong community support to assist the Academy in maximizing alternative revenue sources requires reciprocal commitment and support from the Academy.
 - * 4. The Academy has realized gains from its investment in the Academy Education Foundation through the provision of facilities and personnel support.
 5. The Foundation has provided grants to the Academy for capital improvements, professional development, and support for general operating expenses.
 6. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the Academy.
 7. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the Academy.
 8. The community's legitimate expectation is that the Academy supports the Foundation through the Foundation's limited use of facilities, equipment and personnel.
 9. Solicitations of revenue by the Foundation helps relieve the fundraising burden of the Town as the charter holder responsible for operations of the Academy and allows the Academy's Superintendent, administrators, teachers and staff to increase the focus on the Academy's educational mission.

10. All net revenues from fund-raising activities will be used to further the Foundation's mission of providing financial support for the Academy.
 11. In compliance with legal authority, which requires sufficient controls are in place to ensure that the use of the Academy's resources serve a proper educational purpose, it is necessary for the Town/Academy to have oversight over any individual who represents the Academy or the Foundation in seeking additional revenue sources.
- B. Commitment: The Academy Board agrees to provide the following to the Foundation, provided that the public purposes continue to be met and the controls identified herein continue to be implemented, and subject to the Academy Board's continuing right to refuse to appropriate the necessary funds in any budget year. All Academy support shall be within the sole discretion of the Academy's Board, and such support shall be monitored by the Academy Board and recorded in the accounting records as donations to the Foundation.
1. The Town Manager/Superintendent will designate and/or hire, supervise, evaluate, and manage an Executive Director/Director of Development position for the Town of Westlake and Westlake Academy that will perform a mutually agreed upon scope of services to adequately support the Foundation.
 2. The Executive Director/Director of Development will report to the Town Manager/Superintendent (the Superintendent), or his/her designee, and perform various projects and tasks as identified by the Superintendent. The Superintendent (or designee) will be responsible for working with the Executive Director/Development Director to create and establish strategic goals and objectives for the position which will include support of the Foundation, as well as the Town/WA organization. Said goals will be established in consultation with the Foundation President.
 3. This position will be evaluated at least annually by the Superintendent (or designee) who will solicit input from the Foundation President regarding the evaluation for the portion of job duties, goals, and objectives set for the Development Director that pertain to staff support of the Foundation.

The final annual performance evaluation, as well as compensation and employment decisions for the Development Director, will be the responsibility of the Superintendent (or designee), and will include other evaluative criteria and expectations common to Westlake Academy/Town of Westlake senior management positions.
 4. Employees of the Town/Academy who support the Foundation shall not be entitled to receive supplemental compensation directly from the Foundation.

C. Responsibilities of Foundation:

1. The Foundation is an instrumentality of the Town with all the authority granted to a non-profit corporation organized in Texas and for the purpose of providing financial support to the Academy.
2. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation will use its best efforts to solicit, collect, invest and administer funds for the benefit of the Academy. In compliance with legal authority which requires that the Academy show a return benefit to the Academy for the use of any public resources that create a private benefit, the Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall contribute more to the Academy than the value of the Academy's contribution to the Foundation or Academy funding may, in the Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the Academy in any fiscal year shall not include monies donated as a result of school tours, grant requests, or general community development work unrelated to the Foundation's fund-raising events and campaigns.
3. The Foundation agrees that any person working on behalf of Westlake Academy and/or the Town of Westlake is subject to and must abide by all policies and procedures of the Academy and/or Town of Westlake.
4. The Foundation agrees that it will continue to recognize the Academy as the sole beneficiary of its solicitation programs.

D. Controls: The Academy Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

1. All Town of Westlake/Academy personnel that provide staff support to the Foundation shall be at-will employees of the Town/Academy, under the direct supervision and responsibility of the Town Manager/Superintendent (or designee).

Additionally, as stated in Section B, the Town Manager/Superintendent (or designee) shall consult with the Foundation Board President or his/her designee regarding the portion of that employee's annual performance evaluation as it pertains to staff support provided to the Foundation, as well as any annual strategic goals and objectives set mutually via collaboration and consultation with the Town Manager/Superintendent and with the Foundation Board President.


2. The Foundation shall abide by all policies and procedures of the Town/Academy related to facility and equipment use, personnel, public information, and all other applicable policies.
3. The Foundation shall annually provide a cost-benefit evaluation to the

Town/Academy regarding the Academy's investment in the Foundation and the Foundation's use of this investment for educational or public purposes. This evaluation shall be presented annually to the Academy Board at a public Board meeting.


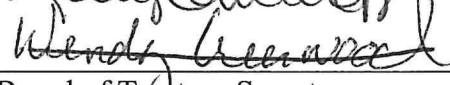
4. In compliance with legal authority which requires that the Academy show a return benefit to the Academy for the use of any public resources that create a private benefit, the Academy shall determine each year, at the time of development of the Academy's budget, whether adequate consideration has been received from the Foundation in the previous fiscal year and will likely be received in the following fiscal year, to assist the Board in determining funding for the coming fiscal year.
5. The Foundation understands that, as a result of the Academy's investment in the Foundation, the documents of the Foundation are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act.

This Memorandum of Understanding shall become effective on the last date signed by an authorized representative of either party.


AGREED TO THIS 5th DAY OF AUGUST, 2019.




Westlake Academy Board of Trustees
President and Town of Westlake Mayor

Board of Trustees Secretary



Town Manager/Superintendent



WA Foundation President



WA Foundation Secretary

WESTLAKE ACADEMY

RESOLUTION NO. 12-10

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING A POLICY RECOGNIZING THE AFFILIATE GROUPS OF WESTLAKE ACADEMY; PROVIDING FOR GENERAL OPERATIONAL RESPONSIBILITIES AND GUIDELINES.

WHEREAS, the Board of Trustees finds it important to recognize the Affiliate groups for Westlake Academy; and

WHEREAS, the Board finds it necessary to promote financial stability, support student engagement in the Academy and provide for sporting opportunities through our Affiliate groups, and

WHEREAS, the Westlake Academy Board of Trustees finds that the passage of this Resolution is in the best interests of the Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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

SECTION 2: The Board hereby adopts the policy known as the *Affiliate Group Guidelines* attached to this resolution 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 Board 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 BY THE BOARD OF TRUSTEES OF
WESTLAKE ACADEMY, A CHARTER SCHOOL OF THE STATE OF TEXAS, ON
THE 7th DAY OF MAY 2012.**



Laura Wheat, President

ATTEST:

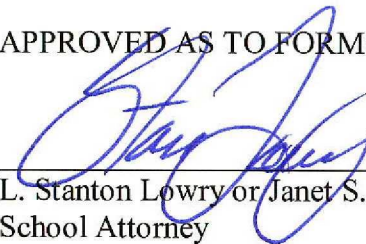


Kelly Edwards, Board Secretary



Thomas E. Brymer, Superintendent

APPROVED AS TO FORM:



L. Stanton Lowry or Janet S. Bubert,
School Attorney

**TOWN OF WESTLAKE
WESTLAKE ACADEMY
BOARD OF TRUSTEES POLICY**

Policy No. 5.09:

Date Board Adopted: May 7, 2012

Date Board Amended: N/A

Effective Date: May 7, 2012

Policy Name: Affiliate Group Guidelines

Policy Category: Governance

Policy Goal: To identify guidelines for the affiliate groups who work with Westlake Academy through the communication and involvement of all stakeholders found within the community and who work toward providing financial sustainability and support of the students by operating an efficient affiliate organization with well-managed resources designed to further the Academy's mission and vision statements.

Policy Description:

Affiliate groups of Westlake Academy must be identified as such by the Board of Trustees and must comply with the requirements of this policy. An affiliate of Westlake Academy is an organization designed to further the Academy's official mission, vision and values and must have a formal organizational structure. The Board of Trustees shall determine, in its sole discretion, whether an organization may be considered an affiliate group of the Academy and may revoke such status at any time. As of the date of this policy, which may be amended, Westlake Academy recognizes the following affiliate groups:

- House of Commons (Parent/Teacher Organization)
- Westlake Academy Foundation
- Westlake Academy Athletic Club

The House of Commons is the Parent/Teacher Organization, created to build, serve and support the community, through the sponsoring of social and educational events, assisting with filling the volunteer needs of the school and contributing financially to, or for the benefit of, Westlake Academy.

The Westlake Academy Foundation exists to raise funds for the operational needs, capital projects, and endowment requirements of Westlake Academy.

The Westlake Academy Athletic Club serves and supports the athletic program in building student athletic participation within the community, through the organization of fundraising events, hosting the athletic banquet, providing volunteers, marketing spirit wear and making financial contributions directly to or for the benefit of Westlake Academy athletics.

Any additions to the officially recognized affiliate groups require approval and adherence to the basic operational guidelines, procedures and policies established by Westlake Academy. Failure to comply with the policy and operational guidelines may result in the loss of the groups affiliate status.

Organizational Structure

Affiliate groups shall organize and function in a way that is consistent with the Academy's philosophy and objectives, within adopted Board policies, in accordance with athletic guidelines and financial and audit regulations. Affiliate groups agree to comply with all applicable local, state and federal laws, rules and regulations. Such compliance shall include, but is not limited to the following:

- Required IRS filings
- Collection and reporting of any applicable sales tax
- Obtain all necessary permits related to sales/use taxes or food handling

Fiduciary and Stewardship Responsibilities

Affiliate groups agree to present, at least annually a report to the Board of Trustees including, but not limited to, these topics:

- Events (both completed and planned for the coming year)
- Financial reports, including an annual audit report
- Anticipated budget/staff requests, projects, capital campaigns, or other major purchases (if any) which may impact the budget planning process or the expenditures of Westlake Academy and/or the Town of Westlake

The purpose of the report is to foster on-going dialogue between both the affiliate groups and the Board of Trustees and improve efficiencies toward the betterment of the educational outcomes at Westlake Academy. The scheduling of the annual report will be handled through the Town Secretary's office and placed on the appropriate agenda.

Also, upon request, affiliate groups will participate, as needed, in the annual strategic planning process and work toward achieving the identified goals and objectives of Westlake Academy.

Background Checks

Individuals who wish to volunteer through the programs established by the affiliate groups will be required to adhere to the volunteer policy established by the Westlake Academy Board of Trustees and comply with all procedures for criminal history background checks in accordance with state law.

Town (Academy) Logos

Each affiliate group who would like to use the restricted logos for the Town of Westlake, Westlake Academy, or the Westlake Academy athletic teams must obtain written approval on an annual basis. Request and approval procedures will be published in the *Operational Guidelines for Westlake Academy Affiliate Groups*.

Operational Guidelines for Westlake Academy Affiliate Groups

Staff is directed to draft and maintain an *Operational Guidelines* document designed to provide the affiliate group(s) with the information necessary to operate in compliance with Academy policy and maintain the status of an affiliate group, which shall include, but is not limited to:

- a. Fundraising Procedures (raffles, vendor sales, etc.) – authorizing the use of fundraising events to promote and support Westlake Academy and provide for coordination between the authorized affiliates.
- b. Events Hosting and Facility Usage – authorizing the hosting of annual events to be sponsored by the groups, such as Bandana Bonanza, Monster Mash, Baja, sports banquets, etc. and providing the necessary contact information for groups to request access to the facilities according to the Town's *Facility Use Policy*
- c. Sporting Information – providing for the identification of the appropriate sports league the Academy operates through for competitive sports teams and information on the necessary rules and regulations.
- d. Logo Usage – establish and communication the appropriate usage guidelines for the Town/Academy logos in promoting the affiliate groups or through the use of the authorized sportswear.
- e. Email Distribution List – identifying guidelines under which the parent email listing may be used to disseminate information and allow for a cooperative arrangement between each affiliate group to communicate in a manner that considers each major fundraising / holiday / sports banquet event.
- f. Other items deemed necessary for operations.

95-01

A RESOLUTION ORDERING THE CREATION OF A NONPROFIT CORPORATION PURSUANT TO THE TEXAS EDUCATION CODE, APPROVING ARTICLES OF INCORPORATION AND BYLAWS FOR, AND APPOINTING THE INITIAL DIRECTORS OF, SUCH CORPORATION, AND RESOLVING RELATED MATTERS

WHEREAS, Section 53.35(b) of the Texas Education Code (the "Act") authorizes this Board of Aldermen, as the governing body of the Town of Westlake, Texas (the "Town"), to order the creation of a nonprofit corporation (the "Corporation") to act on behalf of the Town as the Town's duly constituted authority and instrumentality for the purpose of aiding institutions of higher education in providing educational facilities and housing facilities and facilities incidental, subordinate, or related thereto or appropriate in connection therewith (any such facilities, "Facilities");

WHEREAS, the Act authorizes the Corporation to issue revenue bonds to provide funds for any of its purposes, including (without limitation) funds for the acquisition or construction of Facilities, which Facilities need not be located within the town limits of the Town;

WHEREAS, the bonds and other obligations of the Corporation will not constitute obligations (whether special, general, or moral) of the Town;

WHEREAS, the Act provides that the directors of the Corporation are to be appointed by the Board of Aldermen of the Town;

WHEREAS, this Board of Aldermen intends, by the adoption of this Resolution, to take all action necessary to order the creation of the Corporation with all of the corporate powers and authority granted under the Act;

WHEREAS, the Town desires that the Corporation establish and administer a program designed to provide education and/or housing opportunities to deserving students residing in the Keller Independent School District, the Carroll Independent School District, and the Northwest Independent School District at the higher education institutions that are aided by the Corporation, which program shall be funded exclusively from those funds (if any) of the Corporation that are not subject to a lien and/or pledge securing the Corporation's bonds or other obligations or required for the timely payment of the Corporation's operation and maintenance expenses;

WHEREAS, the meeting at which this Resolution has been considered was open to the public as required by law, and public notice of the time, place, and subject of the meeting has been given in accordance with Chapter 551, Government Code;

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

SECTION 1. The findings and declarations contained in the preamble of this Resolution are hereby incorporated as part of this Resolution.

SECTION 2. This Board of Aldermen hereby finds and determines that it is in the best interest of the Town and its inhabitants that the Corporation, to be named as specified in the Corporation's articles of incorporation (the "Articles"), be created pursuant to the Act to act on behalf of the Town as its duly constituted authority and instrumentality for the purposes and with the powers and authority prescribed by the Act.

SECTION 3. This Board of Aldermen hereby orders the creation of the Corporation and approves the Articles in substantially the form attached to this Resolution as an exhibit, and hereby authorizes the incorporators of the Corporation (as identified in such Articles) to file the Articles with the Secretary of State in accordance with law. In the event that the name for the Corporation specified in such Articles is not available, the incorporators are hereby authorized to change the Corporation's name in the Articles without the further approval of the Town.

SECTION 4. This Board of Aldermen hereby appoints the persons identified in the Articles (none of whom is an officer or employee of the Town) to serve as the initial members of the board of directors of the Corporation.

SECTION 5. This Board of Aldermen hereby approves the initial bylaws of the Corporation in substantially the form attached to this Resolution as an exhibit.

SECTION 6. It is intended that the Corporation be a duly constituted authority and instrumentality of the Town within the meaning of regulations and/or revenue rulings of the Treasury Department and/or the Internal Revenue Service of the United States promulgated under Sections 103 and 115 of the Internal Revenue Code of 1986.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

MINUTES AND CERTIFICATION

On January 23, 1995 the Board of Aldermen of the Town of Westlake, Texas convened in regular meeting at its regular meeting place in Westlake, Texas. The roll of the duly constituted officers and members of the Board of Aldermen was called, which are as follows:

Name	Title
Scott Bradley	Mayor
Alvin Oien	Alderman
Carroll Huntress	Alderman
Jerry Moore	Alderman
Howard Dudley	Alderman
Fred Held	Alderman

all of whom were present except the following absentee(s): JERRY MOORE thus constituting a quorum.

Among other business, a written Resolution bearing the following caption was introduced:

A Resolution ordering the creation of a nonprofit corporation pursuant to the Texas Education Code, approving articles of incorporation and bylaws for, and appointing the initial directors of, such corporation, and resolving related matters

The Resolution was read by the Board of Aldermen.

After due discussion, it was duly moved and seconded that the Resolution be adopted. The Presiding Officer put the motion to a vote of the Board of Aldermen, and the Resolution was adopted by the following vote:

AYES: 3
 NOES: 0
 ABSTENTIONS: 1

The Presiding Officer then declared the Resolution to be adopted.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT and to correctly reflect the duly constituted officers and members of the Board of Aldermen, and the attached copy of the Resolution is hereby certified to be a correct copy of an official copy thereof, on file among the official records of the Board of Aldermen, on this 30 day of January, 1995.

[SEAL]

By: Odessa Sharpless
 Town Secretary, Town of Westlake, Texas

FILED
In the Office of the
Secretary of State of Texas

FEB 02 1995

CORPORATIONS SECTION

ARTICLES OF INCORPORATION
of
TEXAS STUDENT HOUSING CORPORATION

The undersigned natural persons, acting on behalf of and as directed by the Town of Westlake, Texas (the "Town"), as incorporators of a nonprofit corporation (the "Corporation") under Section 53.35(b), Texas Education Code (the "Act"), do hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE I

The name of the Corporation is "Texas Student Housing Corporation."

ARTICLE II

The Corporation is a nonprofit corporation created under the Act.

ARTICLE III

The duration of the Corporation is perpetual (subject to dissolution as provided in these Articles of Incorporation).

ARTICLE IV

The purpose of the Corporation is to aid institutions of higher education in providing educational facilities and housing facilities and facilities incidental, subordinate, or related thereto or appropriate in connection therewith. The Corporation shall have all of the powers and authority granted under the Act and other applicable law.

ARTICLE V

The Corporation shall have no members and is a nonstock corporation.

ARTICLE VI

The street address of the initial registered office of the Corporation is 3 Village Circle, Suite 207, Westlake, Texas 76262, and the name of the initial registered agent at such address is Scott Bradley.

ARTICLE VII

All powers and authority of the Corporation shall be vested in a board of directors (the "Board"), each member of which shall be appointed by resolution of the governing body of the Town. The number of directors and their terms of office shall be fixed by the bylaws of the Corporation consistent with the Act. The directors shall serve without compensation, except that they shall be entitled to reimbursement for the actual expenses they incur in the performance of their official duties.

ARTICLE VIII

The number of directors constituting the initial Board shall be nine. The respective names and addresses of the initial directors, none or whom is an officer or employee of the Town, are as follows:

1. Bill Wolston
18501 SH 114
Justin, Texas 76247
2. Bob Minyard
4100 Aspen Lane
Westlake, Texas 76262
3. James P. Carter
204 Fresh Meadow Drive
Trophy Club, Texas 76262
4. Gary G. Wall
770 North Peytonville Boulevard
Southlake, Texas 76092
5. Carroll Schubert
613 Northwest Loop 410, Suite 900
San Antonio, Texas 78216
6. Forrest Watson
328 Lorine
Keller, Texas 76248
7. William R. Branum
1201 North Carroll
Southlake, Texas 76092
8. Worth Blake
244 Oak Hill Drive
Trophy Club, Texas 76262
9. Abe A. Bush, Jr.
2220 North Pearson Lane
Westlake, Texas 76262

ARTICLE IX

The respective names and street addresses of the incorporators, each of whom is a citizen of the State of Texas and at least 18 years of age, are as follows:

1. Alvin Oien
1440 West Dove Road
Westlake, Texas 76262
2. Carroll Huntress
13580 Denton Highway
Westlake, Texas 76262
3. Jerry Moore
3030 Dove Road
Westlake, Texas 76262
4. Howard Dudley
1650 West Dove Road
Westlake, Texas 76262
5. Fred Held
4105 Aspen Lane
Westlake, Texas 76262

ARTICLE X

On January 23, 1995 the governing body of the Town duly adopted a resolution ordering the creation of the Corporation, authorizing the Corporation to act on behalf of the Town as its duly constituted authority and instrumentality, and approving the form of these Articles of Incorporation.

ARTICLE XI

These Articles of Incorporation may be amended from time to time by a majority vote of the entire membership of the Board with the approval of the governing body of the Town. Neither the Corporation's initial bylaws nor any amendment thereof shall take effect until approved by the governing body of the Town.

ARTICLE XII

No dividends shall be paid by the Corporation and no part of its earnings shall be distributed to or inure to the benefit of the Corporation's directors or officers or to any private person, firm, corporation, or association except in reasonable amounts for services rendered.

ARTICLE XIII

The governing body of the Town, in its discretion and without any action by the Board, may at any time change the structure, organization, programs, or activities of the Corporation or may dissolve the Corporation. If the Board determines that the Corporation's purposes have been substantially accomplished, and all of the Corporation's debts and claims have been satisfied, or satisfaction thereof has been provided for, the Board shall, upon approval by the governing body of the Town, dissolve the Corporation. Any dissolution of the Corporation shall be subject to any limitations on the impairment of contracts prescribed by the respective constitutions and other applicable law of the United States of America and the State of Texas. If the Corporation is dissolved when it has, or is entitled to, any interest in any funds or other property of any kind (real, personal, or mixed), such interest shall not be transferred to private ownership but shall be transferred and delivered to the Town (after satisfaction or provision for satisfaction of the Corporation's debts and claims has been made).

ARTICLE XIV

No substantial part of the Corporation's activities shall consist of propagating propaganda or attempting to influence legislation. The Corporation shall not participate in any political campaign on behalf of or in opposition to any candidate for public office.

IN WITNESS WHEREOF, we have executed these Articles of Incorporation on this 23 day of January, 1995.

C. P. Huntress
Incorporator

Howard Dudley
Incorporator

Alvin Oien
Incorporator

Fred Held
Incorporator

Jerry N. Moore
Incorporator

STATE OF TEXAS §
COUNTY OF TARRANT §

I, the undersigned, a Notary Public of the State of Texas, do hereby certify that on this 23 day of January, 1995, personally appeared before me ALVIN OIEN, CARROLL HUNTRESS, JERRY MOORE, HOWARD DUDLEY, and FRED HELD who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Odessa Sharpless
Notary Public, State of Texas

Odessa Sharpless
[printed name]

My Commission Expires: 3-31-97

[SEAL]



BYLAWS
of the
TEXAS STUDENT HOUSING CORPORATION

ARTICLE I
POWERS AND OPERATIONS IN GENERAL

SECTION 1.1. Powers of Corporation. The Texas Student Housing Corporation (the "Corporation") shall have all of the powers and authority granted to nonprofit corporations under Section 53.35(b), Texas Education Code, as amended (the "Act").

SECTION 1.2. Records. The Corporation shall keep complete corporate and financial records and minutes of the proceedings of its board of directors (the "Board") and of committees (if any) of the Board in accordance with applicable law. Such records and minutes shall be made available for inspection at all reasonable times by any member of the Board (any such member, a "Director") or such Director's authorized agent or by any authorized representative of the Town of Westlake (the "Town").

SECTION 1.3. Regulations. The Corporation, by action of the Board, may promulgate regulations (the "Regulations") governing the Corporation's operation. The Regulations shall not conflict with, and shall be subject to, these Bylaws and the Corporation's Articles of Incorporation (the "Articles").

SECTION 1.4. Staffing Functions. Staff functions of the Corporation may be performed by employees of the Town, under the direction of the Town Clerk, subject to payment by the Corporation of the actual costs of such staff functions to be performed, as from time to time may be billed to the Corporation by the Town. The Corporation shall pay such bills upon receipt (or as promptly thereafter as practicable) from any of its funds available for such payment.

SECTION 1.5. Administrative Fees. The Regulations may prescribe fees payable by applicants for financial participation and/or assistance by the Corporation and such other fees and charges as the Board determines appropriate to defray the administrative expenses incurred in the operation of the Corporation.

SECTION 1.6. Student Assistance Program. The Corporation shall promulgate Regulations establishing and providing for the administration of a program designed to provide education and/or housing assistance to deserving students residing in the Keller Independent School District, the Carroll Independent School District, and the Northwest Independent School District at the institution(s) of higher education that are aided by the Corporation (such program, the "Student Assistance Program"). The Regulations governing the Student Assistance Program shall provide a preference in the awarding of student assistance to students who reside in the Town (and who otherwise qualify for assistance). The Student Assistance Program shall be funded exclusively from those funds (if any) of the Corporation that are not subject to a lien and/or pledge securing the Corporation's bonds or other obligations or required for the timely payment of the Corporation's operation and maintenance expenses.

ARTICLE II
BOARD OF DIRECTORS

SECTION 2.1. Management of Corporation. The Board is responsible for the management of the Corporation.

SECTION 2.2. Number, Appointment, Term, Disqualifications, and Removal of Directors. The

Board shall consist of nine Directors. The Directors constituting the initial Board are those specified in the Articles. Subsequent Directors (including Directors filling vacancies) shall be appointed by the governing body of the Town. The term of each Director is two years, provided that a Director shall continue to serve until his/her successor is appointed and assumes office. No officer or employee of the Town may serve as a Director. Any Director may be removed at any time (with or without cause) by the governing body of the Town.

SECTION 2.3. Meetings of Directors. (a) The Board may hold its meetings at any place designated (from time to time) by the Board. In the absence of any such designation, meetings shall be held at the principal office of the Corporation. Regular meetings of the Board shall be held at such times and places as designated by resolution of the Board. A special meeting of the Board shall be held whenever called by the president or the secretary of the Corporation or by the Board at the time and place specified by the authority calling such special meeting. Unless otherwise indicated in the notice of a special meeting, any matter that may be acted upon by the Board at a regular meeting may be acted upon at a special meeting.

(b) Except as otherwise provided by law, notice to Directors of a regular meeting is not required. Notice of the time and place of each special meeting shall be given to each Director (either by personal delivery, United States mail, telephone, or telecopy) not later than two hours in advance of such meeting. Notice of any Board meeting to persons other than Directors shall be given if and to the extent required by law.

(c) Attendance of a Director at a meeting shall constitute a waiver by such Director of any notice of such meeting, unless such Director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of a notice in writing, signed by any person entitled to such notice (whether before or after the time for such giving such notice) shall be deemed to be the equivalent to the giving of such notice.

SECTION 2.4. Quorum. A majority of the number of Directors fixed by these bylaws as constituting the Board shall constitute a quorum for the transacting of the business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board except as otherwise required by law or by these Bylaws or the Articles.

SECTION 2.5. Order of Business. The Board shall consider the matters before it in such order as the Board may determine.

SECTION 2.6. Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees that, to the extent provided in such resolution, shall have the authority of the Board in the management of the Corporation. Each such committee shall consist of two or more Directors. Committees that do not have the authority of the Board in the management of the Corporation may be designated by resolution of the Board or by the president of the Corporation, and membership on any such committee need not be limited to Directors.

SECTION 2.7. Unanimous Consent of Directors. Any action required to be taken at a meeting of the Board or that may be taken at a meeting of the Board or by any committee may be taken without a meeting if a consent (or consents) in writing, setting forth the action to be taken, is (are) signed by all Directors in office or by all of the members of the committee (as the case may be). Such consent(s) shall have the same force and effect as a unanimous vote of the Board and may be stated as such in any document filed with the Secretary of State under the Act or otherwise executed and delivered by (or on behalf of) of the Corporation.

SECTION 2.8. Compensation of Directors. Directors are not entitled to receive any compensation for their services as Directors, except for reimbursement of their actual expenses incurred in the performance of their official duties.

ARTICLE III OFFICERS

SECTION 3.1. Office Titles. The officers of the Corporation shall be a president, a vice president, a secretary, a treasurer, and such other officers as the Board may from time to time appoint. The same person may hold more than one office, except that the president shall not hold the office of secretary.

SECTION 3.2. Appointment, Term, Removal, Vacancy of Offices. Each officer shall be appointed by the Board for a term of two years and shall continue to serve until his/her successor is appointed and assumes office. Each officer is subject to removal from office (with or without cause) at any time by the vote of a two-thirds majority of the Directors in office. A vacancy in any office shall be filled in the same manner as the original appointment for the unexpired term thereof.

SECTION 3.3 President. The president shall preside at all meetings of the Board. The president is the chief executive officer of the Corporation and, subject to the control of the Board, shall have general charge and supervision of the management of the affairs of the Corporation. The president shall cause all orders and resolutions of the Board to be put into effect. The president shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board, except when the signing and execution thereof is delegated by the Board to some other officer or to an agent of the Corporation.

SECTION 3.4. Vice-President. The vice-president shall, in the event of the absence or disability of the president, discharge the powers and duties of the president, and the vice-president shall perform such additional duties as may be assigned from time to time by the Board.

SECTION 3.5. Secretary. The secretary shall have charge of the records and correspondence of the Corporation under the direction of the president. The secretary is responsible for the giving of notice of meetings of the Board, and the secretary shall attend the Board meetings and shall take and keep minutes of, and record all votes cast at, such meetings. The secretary shall discharge such other duties as may be assigned from time to time by the president or the Board.

SECTION 3.6. Treasurer. (a) To the extent not otherwise provided in any resolution of the Board relating to the issuance of bonds or other obligations of the Corporation or to instruments authorized by the Board to provide security therefor, the treasurer shall have the custody of all the funds and securities of the Corporation and shall deposit them to the credit of the Corporation in such banks or other depositories as the Board may designate.

(b) The treasurer shall keep proper books of account and other records showing at all times the amount of the funds and other property belonging to the Corporation and of all receipts and disbursements of the Corporation. The treasurer shall, under the direction of the Board, disburse all money and sign all checks and other instruments drawn on or payable out of the funds of the Corporation and shall also make such transfers and other dispositions of the securities of the Corporation as may be ordered by the Board.

(c) The treasurer shall also discharge such additional duties as may be assigned from time to time

by the Board. The treasurer shall give bond only if required to do so by the Board. The treasurer shall render to the president and to the Directors an account of all transactions of the treasurer and of the financial condition of the Corporation upon request.

SECTION 3.7. Compensation of Officers. Officers are not entitled to receive any compensation for their services as officers, except for reimbursement of their actual expenses incurred in the performance of their official duties.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 4.1. Time for Taking Effect. These Bylaws shall take effect upon their adoption by the Board.

SECTION 4.2. Resignation. Any Director or any officer of the Corporation may resign at any time. A resignation shall be made by written instrument and shall take effect at the time specified therein or, if no time is so specified, at the time of its receipt by the president or the secretary of the Corporation. The acceptance of a resignation is not necessary to make it effective unless expressly so provided in the instrument of resignation.

SECTION 4.3. Fiscal Year. The fiscal year of the Corporation shall be the annual period determined by resolution of the Board.

SECTION 4.4. Seal. The official seal of the Corporation shall be as determined by the Board. Such seal shall not be necessary to the proper execution by the officers of the Corporation of any document or instrument unless otherwise specified by the Board.

SECTION 4.5. Amendments. These bylaws may be amended at any time, and from time to time, by resolution of the Board, which amendment shall not take effect until approved by the governing body of the Town.

SECTION 4.6. Interpretation. These Bylaws shall be liberally construed to effect the purposes of the Corporation. If any part of these Bylaws is ruled invalid by a court of competent jurisdiction, the remainder of these Bylaws shall remain in effect to the fullest extent possible under the application of such ruling. References in these Bylaws to the singular number shall include the plural and vice versa (unless the context otherwise requires).



Town of Westlake

1500 Solana Blvd
Building 7, Suite 7100
Westlake, TX 76262

Staff Report

File #: WA RES 23-22
J.11.

Agenda Date: 11/6/2023

Agenda #:

ACADEMY STAFF REPORT RECCOMENDATIONS

Consider approving WA Resolution 23-22 approving the second year of a two-year contract with Dickson Educational Services for PEIMS support; and take appropriate action (Darcy McFarlane, Accountability Director)

STAFF: Darcy McFarlane, Accountability Director

BACKGROUND:

In September 2022 Westlake Academy contracted with Dickson Educational Services to provide PEIMS Plus Partner support services during the implementation and first two years of using PowerSchool Student Information System (SIS). As we were implementing a new SIS system this service was needed to ensure we were able to meet TEA reporting requirements.

DISCUSSION:

The first year we used Dickson Educational Services (Dickson ES) to prepare and submit all of our state reporting. In addition to running and submitting our PEIMS and TSDS Core reports to TEA, Dickson ES also provided technical knowledge and support to help us transition during the process of moving and reporting from Ascender to PowerSchool. The second year of the contract with Dickson will include the same services and will be a training year where we will have access to enhanced personal training for a full transition to PowerSchool reporting.

In year one of the contract it was necessary for Westlake Academy to report PEIMS out of both PowerSchool and our old SIS, Ascender. Dickson Educational Services is one of only a few, if not the only company who offers support for both of these platforms and could assist us in combining our student and staff information from the two systems to make it possible to submit our three largest state reports last year. TEA requires 17 plus reports per year on our whole school population, at least four SPED reports and this year we are required to submit a Civil Rights Data Collection for the Department of Education; all of this information will come from PowerSchool. While we now have a PowerSchool Administrator we are still building and implementing PowerSchool and learning how our full system, including the business side, works with the TEA reporting. Not meeting these 21 plus deadlines and/or submitting dirty data can have a negative impact on both funding and ratings so it is imperative that we can verify that our data is correct, that our data pulls correctly out of PowerSchool and that it uploads to TEAs system.

FISCAL IMPACT:

This is the second year of a two-year contract at \$43,620 per year.

STAFF RECOMMENDATION:

Staff recommends approving the resolution, as presented.

BOARD OF TRUSTEES ACTION/OPTIONS:

- 1) **Motion to approve**
- 2) **Motion to amend with the following stipulations (please state stipulations in motion)**
- 3) **Motion to table**
- 4) **Motion to deny**

WESTLAKE ACADEMY

WA RESOLUTION

A RESOLUTION OF THE WESTLAKE ACADEMY BOARD OF TRUSTEES APPROVING THE CONTINUATION OF THE TWO-YEAR CONTRACT WITH DICKSON EDUCATIONAL SERVICES FOR PEIMS SUPPORT.

WHEREAS, Westlake Academy's mission is to support students as they become compassionate, life-long learners through an internationally-minded, balanced education that empowers students to contribute to our interconnected world; and

WHEREAS, The proposed resolution supports continuing the two-year contract with Dickson Educational Services; and

WHEREAS, The proposed resolution supports continued PowerSchool support and training to ensure State and Federal reporting is reported correctly; and

WHEREAS, the Board of Trustees finds that the passage of this Resolution is in the best interest of the citizens of Westlake as well as the students, their parents, and faculty of Westlake Academy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTLAKE ACADEMY:

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

SECTION 2: That, the Board of Trustees Westlake Academy, hereby approves the continuation of the two-year contract with Dickson Educational Services attached to this resolution 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 9th DAY OF OCTOBER 2023.

Sean Kilbride, President

ATTEST:

Amy M. Piukana, Board Secretary

Carolyn Anderson, Interim Head of School

APPROVED AS TO FORM:

Janet S. Bubert, School Attorney

Res 23-18
Exhibit “A”

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Order Information

Date: 08/02/2022 Prepared By: J. GAVIN DICKSON
Terms: 30 Phone: 682-841-1183
Expiration: 09/02/2022 Email: JGDICKSON@JGDICKSON.COM

Contact Information

Name of LEA: WESTLAKE ACADEMY
Contact Name: DARCY MCFARLANE Contact Phone: 817-490-5765
Contact Email: DMCFARLANE@WESTLAKEACADEMY.COM

Bill to Name: Marlene Rutledge Billing Phone: 8174905757
Billing Address: 2600 J T Ottinger Road
City/State/Zip: Town of Westlake, TX 76262
Bill to Email: finance@westlakeacademy.org

Purchase and Pricing Agreement

Product	Start Date	End Date	Price per Unit	Qty	Price
PEIMS PLUS+ PARTNER (2 YEAR AGREEMENT)	09/01/2022	08/31/2023	\$3,510.00	12.0	\$42,120.00
(SEE OUTLINE OF SERVICES)					
PEIMS AUDIT REPORTS AND ARCHIVE ADD-ON	09/01/2022	08/31/2023	\$1,500.00	1.0	\$1,500.00
ADMINISTRATIVE FEE	09/01/2022	09/01/2023	\$18,000.00	1.00	\$18,000.00
ANNUAL AGREEMENT DISCOUNT	09/01/2022	08/31/2023	(\$18,000.00)	12.0	(\$18,000.00)
PARTIAL MONTH SERVICE	08/15/2022	08/31/2022	\$2,000.00	1.00	\$2,000.00
				Total	\$45,620.00

Purchase Options (Check the desired payment option)

☒ Purchase Order Number: SW202-0811A
☐ Purchase Order Number will be mailed/emailed within fourteen days
☐ Check will be mailed within fourteen days
☒ Requesting payment plan. (Reference Terms)
Details: MONTHLY PAYMENTS BEGINNING 10/01/2022 AT \$3,635.00 PER MONTH

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Terms and Conditions (Part 2)

- 1) **Purpose.** The purpose of this Agreement to Provide Services ("Agreement") is to establish the terms and conditions for the outlined products and services between:

SERVICE PROVIDER: DICKSON EDUCATIONAL SERVICES, LLC

and

LEA: WESTLAKE ACADEMY

- 2) **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. Facsimile or Electronic signatures shall have the same force and effect as an original.
- 3) **Payments.** Dickson Educational Services, LLC (the "Service Provider" or "Provider") will invoice upon receipt of this Agreement. The named LEA shall be responsible for all Fees as identified in this Agreement and agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice and no later than 30 days after the date of the invoice.
- 4) **Correspondence.** All correspondence and notices to the Provider related to this agreement shall be sent to:
- Dickson Educational Services, LLC
PO Box 131
Haslet, Texas 76052
billing@jgdickson.com
- 5) **Payment Plan.** If an LEA selects "Payment Plan" under "Purchase Options," payments will be divided over the period of the agreement (the "Agreement Period"), provided that any balance owed to Service Provider as of the termination this Agreement shall become immediately due and payable upon termination. Service Provider will present invoices on the first of each month and the named LEA agrees to remit the invoiced amount to Accounts Payable promptly upon its receipt of the invoice.
- 6) **Late Fee.** Payments not received within 30 days of the invoice date are subject to interest charged to the maximum extent of the law. Failure to timely make any payment may result in suspension or termination of the Agreement in Service Provider's discretion.
- 7) **Reimbursement of Expenses.** Service Provider is entitled to reimbursement for reasonable expenses related to the completion of the outlined agreement if written prior approval from the LEA is obtained.
- 8) **Travel.** The "Outline of Services" section included with this agreement outlines any included prepaid travel. Additional travel not included within the agreement must be agreed upon in writing between the LEA and Service Provider and is subject to 1) the IRS business standard mileage rate in effect during the Agreement, as modified or amended, 2) for time spent in transit, half the hourly rate referenced in Paragraph 11, and 3) \$200 per night per employee for lodging expenses.

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Terms and Conditions (Part 3)

- 9) **Business Hours.** Service Provider operates Monday through Friday from 8:30 to 4:30 and observes most major holidays and breaks recognized by Texas public schools including Labor Day, Martin Luther King Day, President's Day, Thanksgiving, Winter Break, Good Friday, Spring Break, Memorial Day, and Independence Day. LEAs may contact the Service Provider for an official operations calendar.
- 10) **Timelines.** The LEA must provide reasonable notice to Service Provider of any and all timelines requiring more than one (1) hour of labor from Service Provider. Reasonable Notice will be defined as Service Provider receiving written notice 24 hours per required hour of labor or one (1) week notice for every eight (8) hour day of required labor. Failure to provide minimum notice will result in the LEA being charged an expedited hourly rate of \$95.00 up to \$760.00 per eight-hour day. Tasks that require labor outside of normal business hours including evenings, weekends, or holidays will be charged an hourly rate of \$120.00.

The Service Provider will notify the LEA of failure of the LEA to provide Reasonable Notice. LEA will have the option of adjusting the timeline or providing written agreement to pay the expedited fee prior to the completion of requested task.

- 11) **Outline of Services.** Service Provider will provide all services outlined within the Outline of Services section found within this Agreement. The LEA is responsible for reviewing the Outline of Services prior to authorizing this Agreement. Requested services not included within the Outline of Services must be submitted in writing and are subject to the hourly rate of \$95.00 for task completion unless otherwise included in a separate Agreement to Provide Services.
- 12) **Merger Clause; No Reliance.** This Agreement (including attachments) contains the entire agreement and understanding among the parties hereto, and supersedes all other agreements and understandings among the parties, whether oral or written, with respect to the particular engagement covered by this Agreement. There are no, and neither party is relying on any, representations, warranties, understandings, or agreements, whether oral or written, other than the express written terms of this Agreement (including attachments).
- 13) **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.
- 14) **Modification.** This Agreement may not be amended or modified except by a written agreement signed by both parties.
- 15) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument, notwithstanding that all signatures may not appear on the same counterpart.
- 16) **Prior Agreements.** This Agreement is intended to cover only the services specified herein and limited to the dates of service outlined under the Purchasing and Pricing Agreement. This Agreement does not automatically include or extend prior services unless otherwise specifically stated. This Agreement is a separate and discrete event and any future services will be covered by a separate agreement to provide additional services.

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Terms and Conditions (Part 4)

- 17) **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Upon timely written notice of any dispute arising under this Agreement, the parties shall have 60 days to attempt to resolve the dispute by negotiation between representatives who have authority to settle the dispute. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Fort Worth, Texas.
- 18) **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, to the addresses listed on page one unless otherwise noted here. All such notices or other communications shall be deemed to have been received:
- a. **On the date of facsimile transmission and machine confirmed receipt, if sent by facsimile transmission;**
 - b. On the third business day after being mailed by registered or certified mail;
 - c. on the next business day after being sent via commercial overnight courier;
 - d. on the date sent, if sent via electronic mail with receipt of confirmation.
- 19) **Term & Termination.** At the end of the initial term of this Agreement, this Agreement shall automatically renew for an additional 12 months unless either party has given sixty days written notice of termination. Notwithstanding the forgoing renewal provision, either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof and, additionally, Service Provider may terminate this Agreement for non-payment on at least thirty (30) days written notice.
- The LEA shall be responsible for all obligations to make payments to Service Provider for all services and products provided, and expenses incurred, through the effective date of termination of this Agreement. In the event of early termination of a multi-year agreement, the LEA agrees to pay the pro-rated price without the Annual Commitment Discount.
- 20) **Final Invoice.** Promptly following the termination of this Agreement, Service Provider will give LEA a final invoice for any remaining amounts owed under this Agreement, including for services and products provided, and expenses incurred, by Service Provider through the effective date of termination. LEA shall pay such invoice subject to the terms of paragraphs 3 and 6 above.
- 21) **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor create any legal rights or claim on behalf of any third party.
- 22) **Public Information.** This Agreement including all documents and all electronic information in either parties' possession may be subject to the provisions of the Texas Public Information Act.
- 23) **Relationship of Parties.** This Agreement does not create and shall not be construed by the parties or any third person as creating any agency, partnership, joint venture, or employment or special relationship between the parties. The relationship of the parties shall be solely that of independent contractors.

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Terms and Conditions (Part 5)

- 24) **Background Checks.** At any time prior to or during the term of this Agreement, all staff, subcontractors, and agents of Service Provider performing services under this Agreement shall undergo and pass a background check. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the Texas Department of Public Safety.
- 25) **Confidentiality.** In regard to the use and transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, Service Provider agrees to comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to the Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation or applicable state law or regulation.
- Service Provider requires all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. Service Provider agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement. Service Provider is not authorized to share data and information provided under the Agreement and addenda with any other individual or entity for any purpose other than in connection with the performance of this Agreement.
- 26) **Independence.** For Service Provider to maintain the integrity and security of LEA data, correspondence, and documentation, Service Provider is required to be independent, in both fact and appearance, with respect to your LEA in the performance of our services. Any discussions that the LEA has with personnel of Service Provider regarding employment could pose a threat to our independence and betray the trust of those we serve. Therefore, we request that the LEA inform the Provider prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. If the LEA is unable to inform the Provider prior to any such discussions, then the LEA will make reasonable efforts to inform the Provider within three (3) business days of any such discussions. During and for two years after the termination of this Agreement, LEA agrees not to solicit, directly or indirectly, any employee or contractor of Service Provider to terminate or materially alter their relationship with Service Provider. In addition, unless waived by Service Provider, if a Service Provider employee is hired by an LEA while LEA is under an active agreement or within six months of the termination of an agreement with the Service Provider, the LEA agrees to pay the Service Provider a search fee equal to 20% of the employee's base LEA compensation no later than 90 days from the first day of employment.
- 27) **No Indemnification by District.** The parties agree, understand and acknowledge that nothing in any agreement, addendums, exhibits or other terms or conditions shall impose a duty on the District to Indemnify Dickson Educational Services, LLC or other third parties. The parties expressly agree that such a duty is prohibited by Texas law.

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Terms and Conditions (Part 6)

- 28) **Limited Liability.** Service Provider is not a law firm, does not act as the attorney for the LEA, and is not a substitute for advice from an attorney. Per Texas Administrative Code §129.21, final coding determinations are the responsibility of the LEA and its designated Superintendent. Service Provider cannot make final determinations related to codes or data elements reported for the purpose of accountability and funding. The LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocols for document maintenance outlined in the Texas Education Code, the Texas Administrative Code, the Student Attendance Accounting Handbook, by the Texas State Library and Archives Commission, and other applicable document maintenance requirements published in the State of Texas. The LEA is responsible for reviewing and verifying all reports and publications for accuracy in relation to all data elements impacted by this agreement. To the maximum extent permitted by law, neither party shall be liable for any consequential, special, incidental, or exemplary damages, or any lost profits or data.
- 29) **HB 89.** In compliance with Texas House Bill 89, Service Provider does not boycott Israel and will not boycott Israel during the term of this agreement.

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Outline of Services

PEIMS PLUS+ Partner

- Serve as a trainer, advisor, and technical service provider to the LEA's acting PEIMS Coordinator.
- Assist the LEA's acting PEIMS Coordinator in PEIMS related submissions and tasks as outlined within this section.
- District level review and Superintendent Conference of TSDS Summary Reports.
- Technical assistance in PEIMS related student data determination and PEIMS reporting. ††
- Individualized training for your current registrar(s) and data clerk(s).
- Partner with local service center for troubleshooting, data accuracy and compliance. +
- Review TSDS PEIMS errors and provide guidance on error resolution. *
- Secure file transfer and storage of PEIMS related documents.
- TSDS PEIMS and Student Information Report Review for district and all related campuses.
- Review of Fall Collection TSDS Reports.
- Review of Midyear Collection TSDS Reports.
- Review of Extended Year TSDS Reports.
- Review of Summer Collection TSDS Reports.
- Submit files through TSDS PEIMS system: Submission 1, 2, 3, & 4, Class Roster Collection, Residential Facility Tracker (if applicable), ECDS, and Charter School Waitlist (if applicable). *
- Provide guidance to PEIMS Coordinator in submission error corrections.
- LEA Review and guidance of Economic Disadvantaged Reports.
- LEA Review and guidance of ESL / LEP / Bilingual Reports.
- LEA Review and guidance of Gifted and Talented Reports.
- LEA Review and guidance of Special Education Reports.
- LEA Review of Title I Reports.
- Review of required documentation for student TSDS PEIMS submissions.

+ Communication with the local service center requires that the LEA have a PEIMS contract with the local ESC

* Reference timeline requirements and possible fees outlined within terms

^ SIS troubleshooting is limited to Student PEIMS related issues

†† Onsite training or onsite support is subject to the daily rate plus travel expenses as outlined within terms

Final coding determinations must be made by the contracted LEA including, but not limited to schedule changes, grades, special program identifiers, and student identity information. Dickson Educational Services, LLC will provide guidance in legal reporting requirements and identification, but the LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocol as outlined in the Texas Education Code, Student Attendance Accounting Handbook, and Texas Administrative Code.

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Agreement and Acceptance

This Agreement to Provide Services is valid until the stated expiration date.

Upon acceptance, all pages of the Agreement must be initialed, signed, and returned to Service Provider on or before the expiration date via mail or email. Alternatively, this Agreement may be executed by DocuSign. If applicable, when returning the Agreement, please submit a copy of the purchase order.

By signing below, representatives acknowledge that they have authority to act on behalf of the LEA or Service Provider and agree to the provisions, terms, and conditions outlined within the Agreement.

Name of LEA: WESTLAKE ACADEMY

Signature: 

Date: 08/11/2022

Printed Name: Sean Wilson

Title: Head of School

Service Provider: DICKSON EDUCATIONAL SERVICES

Signature: 

Date: 08/02/2022

Representative: J. GAVIN DICKSON

Title: CEO / FOUNDER

Contact Address

Customer Contact Address for Notices

Sean Wilson
Westlake Academy
Town of Westlake, TX 76262
finance@westlakeacademy.org

Provider Contact Address for Payments and Notices

DICKSON EDUCATIONAL SERVICES, LLC
PO BOX 131
HASLET, TEXAS 76052
BILLING@JGDICKSON.COM

SIGNATURE CERTIFICATE




REFERENCE NUMBER

DAD068CD-0F6A-46A2-B826-84D552FDE148

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number DAD068CD-0F6A-46A2-B826-84D552FDE148	Document Name 2022-08-02 - Agreement For Services Westlake Academy - Peims Plus Partner Option 2
Transaction Type Signature Request	Filename 2022-08-02_-_agreement_for_services_westlake_academy_-_peims_plus+_partner_option_2_.pdf
Sent At 08/03/2022 12:07 CDT	Pages 8 pages
Executed At 08/11/2022 17:32 CDT	Content Type application/pdf
Identity Method email	File Size 449 KB
Distribution Method email	Original Checksum 0105355c949886dda8a76fec39f9980898f7b4eb6c5c7aba695f58f307045474
Signed Checksum 25e0fbc876a0eefbe906324cf223114ec44f633efb834823bb2f8058c10f675c	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Darcy McFarlane	Status signed	Viewed At 08/11/2022 17:28 CDT
Email dmcfarlane@westlakeacademy.org	Multi-factor Digital Fingerprint Checksum 2a32f631c5ba414272da5404fb473c33c78fba133287906008aeea066f38db45	Identity Authenticated At 08/11/2022 17:32 CDT
Components 25	IP Address 67.204.30.20	Signed At 08/11/2022 17:32 CDT
	Device Chrome via Mac	
	Drawn Signature 	
	Signature Reference ID 1C7758C6	
	Signature Biometric Count 162	

AUDITS

TIMESTAMP	AUDIT
08/03/2022 12:07 CDT	J. Gavin Dickson (jgdickson@jgdickson.com) created document '2022-08-02_-_agreement_for_services_westlake_academy_-_peims_plus+_partner_option_2_.pdf' on Chrome via Windows from 65.115.209.90.
08/03/2022 12:07 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) was emailed a link to sign.
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