



AGENDA
City Council Regular Meeting
Monday, November 20, 2023
City Hall
1102 Lohmans Crossing Road
Lakeway, TX 78734
6:30 PM

Individuals who do not plan to attend the meeting, but wish to submit comments during the public hearings and citizen participation at the meeting may submit a comment through our online form: <https://lakeway-tx.civicweb.net/Portal/CitizenEngagement.aspx>

Comments received by the 12:00 p.m. deadline Friday, November 17, 2023 will be provided to the City Council.

Page

- 1 ESTABLISH QUORUM AND CALL TO ORDER.
- 2 PLEDGE OF ALLEGIANCE.
- 3 CITIZEN PARTICIPATION FOR THE CONSENT AGENDA AND ITEM 11.

CONSENT AGENDA

All items may be approved by one Council vote. Members of the Council may pull items from the Consent Agenda for discussion.

- 4 OCTOBER 16, 2023 CITY COUNCIL MEETING MINUTES.
[October 16, 2023 Minutes](#) 6 - 11
- 5 NOVEMBER 6, 2023 CITY COUNCIL MEETING MINUTES.
[November 6, 2023 Minutes](#) 12 - 14
- 6 RESOLUTION NO. 2023-11-20-01 - A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS APPOINTING MEMBERS TO THE ARTS COMMITTEE.
[Resolution No. 2023-11-20-01](#) 15
- 7 CITY OF LAKEWAY RESOLUTION 2023-11-20-02 - A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS PERMITTING THE USE AND RECOGNIZING THE VALIDITY OF CERTAIN ELECTRONIC SIGNATURES.

8 AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT FOR ARCHITECTURAL DESIGN FOR JUSTICE CENTER REMODEL.

[Staff Report](#)
[Proposal](#)

18 - 23

9 AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT FOR ENDPOINT SECURITY SERVICES WITH CROWDSTRIKE FALCON COMPLETE.

[Staff Report](#)
[Proposals](#)

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10 MONTHLY TREASURER'S REPORT.

END CONSENT AGENDA

11 FINANCIAL REPORT.

12 CITIZENS PARTICIPATION FOR ITEMS NOT ON THIS AGENDA.

Thirty minutes will be allotted and additional time granted after all business, if needed.

13 REQUEST FOR HOTEL OCCUPANCY TAX FUNDING FROM SPECIAL OLYMPICS.

"I move to [Approve / Deny / Table / Postpone] Request"

- Staff report from Hotel Occupancy Tax Coordinator Steve Willie.
- Presentation by Senior Director of Competition and Games Chad Eason.
- Citizen participation.
- Council discussion/action.

[Staff Report](#)
[Application](#)

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14 SALES TAX PRESENTATION FROM ECONOMIC DEVELOPMENT COMMITTEE.

- Presentation by Economic Development Committee Chair Yvonne Walkup.
- Citizen participation.
- Council discussion/action.

15 GOOGLE FIBER PRESENTATION.

- Presentation by Google Fiber Representative.
- Citizen participation.
- Council discussion/action.

[Staff Report](#)

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16 DISCUSSION REGARDING LICENSE PLATE READERS.

- Staff report by Chief Glen Koen.
- Citizen participation.
- Council discussion/action.

[Staff Report](#)
[IACP Survey](#)

71 - 88

17 DISCUSSION REGARDING APPOINTMENT PROCEDURES FOR ZONING AND PLANNING COMMISSION MEMBERS.

- Report from Councilmember O'Brien.
- Citizen participation.
- Council discussion/action.

18 PARKS BOND DISCUSSION.

- Staff report by City Manager Joseph Molis.
- Citizen participation.
- Council discussion/action.

19 DISCUSS ISSUANCE OF REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES.

- Staff report by City Manager Joseph Molis.
- Citizen participation.
- Council discussion/action.

[Staff Report](#)
[Exhibit A](#)
[Exhibit B](#)

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20 CITIZENS PARTICIPATION FOR ITEMS NOT ON THIS AGENDA, IF NEEDED.

21 EXECUTIVE SESSION. ENTER INTO EXECUTIVE SESSION TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF THE FOLLOWING PUBLIC OFFICERS OR EMPLOYEES, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.074; AND TO RECEIVE AND OBTAIN LEGAL ADVICE REGARDING SAME FROM LEGAL COUNSEL, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071

(CONSULTATION WITH ATTORNEY). NO ACTION WILL BE TAKEN IN EXECUTIVE SESSION; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

- City Manager
- Municipal Judges
- Municipal Prosecutor
- City Attorney

22 EXECUTIVE SESSION. ENTER INTO EXECUTIVE SESSION TO DELIBERATE TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.072; AND TO RECEIVE AND OBTAIN LEGAL ADVICE REGARDING SAME FROM LEGAL COUNSEL, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY). NO ACTION WILL BE TAKEN IN EXECUTIVE SESSION; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

- Sailfish Park

23 ADJOURN.

Signed this 14th day of November, 2023.

Thomas Kilgore, Mayor

All items may be subject to action by City Council pursuant to Ordinance No. 2001-10-29-1, Article VI. The City Council may adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information).

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

Certification: I certify that the above notice of meeting was posted on the City of Lakeway Official Community Bulletin Board on the 14th day of November, 2023 at 4:00 p.m. Council approved agendas and action minutes are available on line at <http://www.lakeway-tx.gov/>. The City of Lakeway Council meetings are available to all persons regardless of ability. If you require special assistance, please contact Jo Ann Touchstone, City Secretary, at 512-314-7506 at least 48 hours in advance of the meeting.

Jo Ann Touchstone, City Secretary

AGENDA
City Council Regular Meeting
Monday, October 16, 2023
City Hall
1102 Lohmans Crossing Road
Lakeway, TX 78734
6:30 PM

MINUTES

Individuals who do not plan to attend the meeting, but wish to submit comments during the public hearings and citizen participation at the meeting may submit a comment through our online form: <https://lakeway-tx.civicweb.net/Portal/CitizenEngagement.aspx>

Comments received by the 12:00 p.m. deadline Friday, October 13, 2023 will be provided to the City Council.

- 1 **ESTABLISH QUORUM AND CALL TO ORDER** - Mayor Kilgore called the meeting to order at 6:30 p.m. Present: Mayor Kilgore, Mayor Pro Tem Mastrangelo, Councilmember Brynteson, Councilmember Forton, Councilmember O'Brien, Councilmember Szimanski and Councilmember Vance. Also present: City Manager Joseph Molis, Assistant City Manager Ashby Grundman, City Secretary Jo Ann Touchstone, City Attorney Cobby Caputo, Building and Development Services Director Erin Carr, Finance Director Aaron Daigle, Budget Analyst and Grants Administrator Jodi Lehman-Wills, Public Works Director Dale DeLong, Emergency Management Coordinator Waheeda Yousofzoy, Director of Information Technology Leonard Molina, Human Resources Director Wendy Askey, Parks and Recreation Director Andra Bennett, Assistant Parks and Recreation Director Ricky Gavit, Senior Planner Charlie Sullivan, Assistant Police Chief Chris Bonnet and Director of Communications Jarrod Wise.
- 2 **PLEDGE OF ALLEGIANCE.**
- 3 **CITIZEN PARTICIPATION FOR THE CONSENT AGENDA AND ITEMS 12, 14 AND 15** – No one spoke.

CONSENT AGENDA

All items may be approved by one Council vote. Members of the Council may pull items from the Consent Agenda for discussion.

- 4 **SEPTEMBER 18, 2023 CITY COUNCIL MEETING MINUTES.**
- 5 **AWARD BID ITB NO. 23-0523 - PAVEMENT OVERLAYS AND AWARD THE CONTRACT TO SUCCESSFUL BIDDER.**
- 6 **AWARD BID RFP NO. 23-0522 – MULTIFUNCTION COPIER LEASE AND MAINTENANCE SERVICES AND AWARD THE CONTRACT TO THE SUCCESSFUL BIDDER.**

- 7 **ORDINANCE NO. 2023-10-16-01 - AN ORDINANCE AMENDING THE FISCAL YEAR 2023 ANNUAL BUDGET; AND PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**
- 8 **ORDINANCE NO. 2023-10-16-02 - AN ORDINANCE AMENDING THE FISCAL YEAR 2024 ANNUAL BUDGET; AND PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**
- 9 **RESOLUTION NO. 2023-10-16-01 - A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS APPROVING INVESTMENT POLICY.**
- 10 **INVESTMENT REPORT FOR FOURTH QUARTER FISCAL YEAR 2023.**
- 11 **MONTHLY TREASURER'S REPORT.**

END CONSENT AGENDA

Councilmember Vance moved to approve the consent agenda. Councilmember Brynteson seconded and the motion passed unanimously.

- 12 **FINANCIAL REPORT** – Finance Director Aaron Daigle presented the financial report.
- 13 **CITIZENS PARTICIPATION FOR ITEMS NOT ON THIS AGENDA.**
Thirty minutes will be allotted and additional time granted after all business, if needed. – No one spoke.
- 14 **PRESENTATION OF LIFE SAVING AWARD TO TAYLOR COLVIN BY ASSISTANT POLICE CHIEF BONNET.**
- 15 **PRESENTATION OF AWARD FROM 3CMA, COUNTY COMMUNICATIONS AND MARKETING ASSOCIATION, TO COMMUNICATIONS DEPARTMENT FOR 'AWARD OF EXCELLENCE' IN THE ELECTRONIC NEWSLETTERS CATEGORY FOR "THE LAKE WAY".**

Mayor Kilgore called for item 17.

- 16 **PRESENTATION ON THE TRAVIS COUNTY BOND.**

- Presentation by Commissioner Ann Howard.
- Citizen participation – No one spoke.

17 PRESENTATION ON THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT BOND.

- Presentation by Superintendent Paul Norton.
- Citizen participation – The following persons spoke: Gerry Ward, Jennifer Fleck, Jessica Howard, Pat Vanderford and Amy Beckstead.

18 REQUEST FROM LAKE TRAVIS EDUCATION FOUNDATION FOR A PARTNERSHIP PROPOSAL AND EXCEPTION TO BANNER POLICY.

"I move to [Approve / Deny / Table / Postpone] Request"

- Staff report by Director of Communications Jarrod Wise.
- Presentation by Gary Wolff - LTEF Director and Amy Thomas - Director of Corporate Relations & LTEF.
- Citizen participation – No one spoke.
- Council discussion/action – Councilmember Szimanski moved to approve the request from Lake Travis Education Foundation for a partnership proposal and exception to banner policy. Mayor Kilgore seconded and the motion failed, 3-4. VOTE: Aye: Councilmember Szimanski, Mayor Kilgore and Councilmember Forton. Opposed: Councilmember O'Brien, Mayor Pro Tem Mastrangelo, Councilmember Vance and Councilmember Brynteson.

Mayor Kilgore called for a ten minute recess at 7:55 p.m. Reconvened to open session at 8:05 p.m.

19 SPECIAL USE PERMIT - HOME OCCUPATION – 313 DUFFY. CONSIDER A REQUEST FROM DR. E. GARRETT PRATT, THE OWNER OF THE PROPERTY LOCATED AT 313 DUFFY LN, (LOT 16 BLK B LAKEWAY HIGHLANDS PHS 1 SEC 1), FOR APPROVAL OF A SPECIAL USE PERMIT FOR A HOME OCCUPATION PERMIT ALLOWING A PHYSICIAN'S OFFICE TO BE OPERATED AT THIS LOCATION.

"I move to [Approve / Deny / Table / Postpone] Special Use Permit"

- Staff report by Building and Development Services Director Erin Carr.
- Citizen participation – The following person spoke: Gerry Ward.
- Council discussion/action – Councilmember Forton moved to deny the special use permit for home occupation at 313 Duffy. Mayor Kilgore seconded and motion passed 5-2 with Councilmember O'Brien and Councilmember Vance opposed.

20 SPECIAL USE PERMIT – 1310 RR 620 S, SUITE A-12. CONSIDER A REQUEST FROM SONGWRITERS TX LLC, THE AGENT FOR THE OWNER OF AT 1310 RANCH ROAD 620 SOUTH, SUITE A-12 (THE CIGAR BAR),

**FOR APPROVAL OF A SPECIAL USE PERMIT TO OPERATE AN ARCADE
WITHIN AN EXISTING LEGAL NONCONFORMING USE.**

"I move to [Approve / Deny / Table / Postpone] Special Use Permit"

- Staff report by Building and Development Services Director Erin Carr.
- Citizen participation – No one spoke.
- Council discussion/action – Mayor Pro Tem Mastrangelo moved to approve special use permit – 1310 RR 620 S, Suite A-12. Consider a request from Songwriters TX LLC, the agent for the owner of at 1310 Ranch Road 620 South, Suite A-12 (The Cigar Bar), for approval of a special use permit to operate an arcade within an existing legal nonconforming use with a period to be twelve months renewable by staff. Councilmember Vance seconded. Mayor Kilgore offered friendly amendment to have staff renew only if there are no complaints. Mayor Pro Tem Mastrangelo accepted friendly amendment. Councilmember O'Brien seconded friendly amendment. Motion passed 5-2 with Mayor Kilgore and Councilmember Brynteson opposed.

**21 ORDINANCE NO. 2023-10-16-03 - AN ORDINANCE OF THE CITY OF
LAKEWAY, TEXAS AMENDING TITLE II: BUILDING AND DEVELOPMENT
REGULATIONS; CHAPTER 22: GENERAL REGULATIONS; ARTICLE
22.02: DEFINITIONS; CHAPTER 24: BUILDING REGULATIONS: ARTICLE
24.02: BUILDING CODE; CHAPTER 28: SUBDIVISION AND SITE
DEVELOPMENT: ARTICLE 28.09: STANDARDS & SPECIFICATIONS; AND
PROVIDING FOR PENALTY, SEVERABILITY, REPEALER, AND AN
EFFECTIVE DATE.**

"I move to [Approve / Deny / Table / Postpone] Ordinance No. 2023-10-16-03"

- Staff report by Senior Planner Charlie Sullivan.
- Citizen participation – The following person spoke: Rachelle Ambrose.
- Council discussion/action – Mayor Pro Tem Mastrangelo moved to approve item 21 as stated. Mayor Kilgore seconded and the motion passed, 6-1 with Councilmember Brynteson opposed.

**22 RESOLUTION NO. 2023-10-16-02 – A RESOLUTION OF THE CITY OF
LAKEWAY, TEXAS RELATING TO A PROPOSED WASTEWATER LINE
AND ASSOCIATED EASEMENT.**

"I move to [Approve / Deny / Table / Postpone] Resolution No. 2023-10-16-02"

- Staff report by Assistant City Manager Ashby Grundman.
- Citizen participation – No one spoke.
- Council discussion/action – Councilmember Szimanski moved to approve the resolution. Councilmember Forton seconded and the motion passed unanimously.

23 REQUEST TO SOLICIT POLICE OFF-DUTY TIME MANAGEMENT.

"I move to [Approve / Deny / Table / Postpone] Request"

- Staff report by Assistant Police Chief Chris Bonnet.
- Citizen participation – No one spoke.
- Council discussion/action – Councilmember Szimanski to approve department and city manager to have authority to conduct due diligence for off-duty time management, but must report back to council with results of due diligence prior to executing a memorandum of understanding. Councilmember Brynteson seconded and the motion passed unanimously.

(note: Councilmember Brynteson exited meeting room at 9:52 p.m and rejoined meeting at 9:55 p.m.)

24 INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWAY AND THE UNIVERSITY OF NORTH TEXAS FOR A REGIONAL DIRECTOR POSITION FOR THE TEXAS LAW ENFORCEMENT PEER NETWORK.

"I move to [Approve / Deny / Table / Postpone] Interlocal"

- Staff report by Assistant Police Chief Chris Bonnet.
- Citizen participation – No one spoke.
- Council discussion/action – Councilmember Szimanski moved to approve the interlocal agreement. Councilmember Forton seconded and the motion passed unanimously.

25 DISCUSSION REGARDING ADDITIONAL PATROLS OR LAW ENFORCEMENT SERVICES FOR PROPERTY OWNER ASSOCIATIONS.

- Report by Councilmember Brynteson – Item withdrawn by City Manager.
- Citizen participation – No one spoke.
- Council discussion/action – No action was taken.

26 CITIZENS PARTICIPATION FOR ITEMS NOT ON THIS AGENDA, IF NEEDED.

27 EXECUTIVE SESSION. ENTER INTO EXECUTIVE SESSION TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF THE FOLLOWING PUBLIC OFFICERS OR EMPLOYEES, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.074; AND TO RECEIVE AND OBTAIN LEGAL ADVICE REGARDING SAME FROM LEGAL COUNSEL, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY). NO ACTION WILL BE TAKEN IN EXECUTIVE SESSION; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

- City Manager
- Municipal Judges
- Municipal Prosecutor
- City Attorney

Mayor Kilgore called for executive session under section 551.074. Convened to executive session at 10:18 p.m. Reconvened to open session at 11:39 p.m. Councilmember Szimanski did not join the open meeting. No action was taken in executive session.

28 ADJOURN – Meeting adjourned at 11:40 p.m.

Signed this _____ day of _____, 2023.

Thomas Kilgore, Mayor

Jo Ann Touchstone, City Secretary



AGENDA

**City Council Special Meeting
Monday, November 6, 2023**

**City Hall
1102 Lohmans Crossing Road
Lakeway, TX 78734
6:30 PM**

MINUTES

**Individuals who do not plan to attend the meeting, but wish to submit comments during the public hearings and citizen participation at the meeting may submit a comment through our online form: <https://lakeway-tx.civicweb.net/Portal/CitizenEngagement.aspx>
Comments received by the 12:00 p.m. deadline on Friday, November 3, 2023, will be provided to the City Council.**

- 1 ESTABLISH QUORUM AND CALL TO ORDER** – Mayor Kilgore called meeting to order at 6:30 p.m. Present: Mayor Kilgore, Mayor Pro Tem, Mastrangelo, Councilmember Brynteson, Councilmember Forton, Councilmember O'Brien, Councilmember Szimanski, Councilmember Vance. Also present: City Manager Joseph Molis, Assistant City Manager Ashby Grundman, Assistant City Secretary Mary Martinez, City Attorney Cobby Caputo, Building and Development Services Director Erin Carr, Finance Director Aaron Daigle, Public Works Director Dale DeLong, Director of Information Technology Leonard Molina, Parks and Recreation Director Andra Bennett, Assistant Parks and Recreation Director Ricky Gavin, Senior Planner Charlie Sullivan, Assistant Police Chief Chris Bonnet, Chief of Police Glen Koen and Director of Communications Jarrod Wise.

- 2 PLEDGE OF ALLEGIANCE.**

CONSENT AGENDA

All items may be approved by one Council vote. Members of the Council may pull items from the Consent Agenda for discussion.

- 3 RESOLUTION NO. 2023-11-06-01 FOR CITY OF LAKEWAY
APPROVAL OF HAZARD MITIGATION ACTION PLAN UPDATE.**
- 4 ORDINANCE NO. 2023-11-06-01 - AN ORDINANCE AMENDING THE
FISCAL YEAR 2024 ANNUAL BUDGET; AND PROVIDING FOR**

FINDINGS OF FACT; SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

A.1. ACCEPT PROPOSAL FROM FORD AUDIO -VIDEO SYSTEMS, LLC FOR A/V IMPROVEMENTS TO THE CITY HALL AUDITORIUM AND AUTHORIZE THE CITY MANAGER TO EXECUTE SYSTEM INSTALLATION AGREEMENT BETWEEN CITY OF LAKEWAY AND FORD AUDIO-VIDEO SYSTEMS, LLC

END CONSENT AGENDA

Councilmember Vance moved to approve the consent agenda. Councilmember Brynteson seconded and motion passed unanimously.

The following item is added to the Agenda for consideration:

Pursuant to Texas Government Code Section 551.045, the following agenda item is hereby added to the Council Meeting Agenda for November 6, 2023:

A.1. SERGEANT PINNING CEREMONY

5 PARKS STRATEGIC PLAN AND FUNDING DISCUSSION.

- Staff report by Director of Parks and Recreation Andra Bennett.
- Citizen participation – The following person spoke: Emily Haeussler.
- Council discussion/action – Council gave their recommendations to staff.

Mayor Kilgore called for a nine-minute recess at 8:01 p.m. Reconvened to open session at 8:11 p.m.

6 COMPREHENSIVE PLAN UPDATE.

- Staff report by City Manager Joseph Molis.
- Citizen participation – no one spoke.
- Council discussion/action – Council gave their input on the current Comprehensive Plan and input on what they want to see from this Committee.

7 ORDINANCE NO. 2023-11-06-02 - AN ORDINANCE OF THE CITY OF LAKEWAY, TEXAS AMENDING TITLE II: BUILDING AND DEVELOPMENT REGULATIONS; CHAPTER 26: SIGNS; ARTICLE 26.04: AUTHORIZED AND PROHIBITED SIGNS; 26.04.004: AUTHORIZED TEMPORARY SIGNS IN A COMMERCIAL DISTRICT; AND PROVIDING FOR PENALTY, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

"I move to [Approve / Deny / Table / Postpone] Ordinance No. 2023-11-06-02"

- Staff report by Director of Building and Development Services Erin Carr.

- Citizen participation - No one spoke.
- Council discussion/action - Councilmember Vance moved to approve the Ordinance. Councilmember Forton seconded and the motion passed unanimously.

8 DISCUSSION REGARDING THE CREATION OF A YOUTH COUNCIL.

- Report by Councilmember Gretchen Vance.
- Citizen participation - No one spoke.
- Council discussion/action – No action was taken.

9 EXECUTIVE SESSION. ENTER INTO EXECUTIVE SESSION TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF THE FOLLOWING PUBLIC OFFICERS OR EMPLOYEES, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.074; AND TO RECEIVE AND OBTAIN LEGAL ADVICE REGARDING SAME FROM LEGAL COUNSEL, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY). NO ACTION WILL BE TAKEN IN EXECUTIVE SESSION; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

- City Manager
- Municipal Judges
- Municipal Prosecutor
- City Attorney

Mayor Kilgore called for an executive session under section 551.074. Convened to executive session at 10:02 p.m. Reconvened to open session at 12:10 a.m. No action was taken in executive session. Councilmember Vance moved to approve the motion for Mayor to deliver the evaluation and compensation as discussed. Councilmember Forton seconded and the motion passed unanimously.

10 ADJOURN - Meeting adjourned at 12:11 a.m.

Signed this _____ day of _____, 2023.

Thomas Kilgore, Mayor

Jo Ann Touchstone, City Secretary

Resolution No. 2023-11-20-01

**A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS
APPOINTING MEMBERS TO THE
ARTS COMMITTEE**

WHEREAS, Section 7.07 of the Lakeway City Charter provides the Council shall have authority to establish, by ordinance or resolution, such committees as it may deem necessary for the conduct of City business and management of municipal affairs; and

WHEREAS, Resolution Number 99-12-20-4 established the City of Lakeway Arts Committee; and

WHEREAS, the City Council desires to fill vacancies currently existing on the Arts Committee; and

WHEREAS Cherie Courtois and Debra Sammon have been nominated to become members of the City of Lakeway's Arts Committee; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWAY, TEXAS:

That the below named persons are hereby affirmed and appointed as members of the Arts Committee for a term of office that shall run concurrently with the term of the mayor, and shall continue until a successor is appointed, unless otherwise determined by the City Council:

Cherie Courtois
Debra Sammon

All provisions of any Resolution of the City of Lakeway in conflict with the provisions of this Resolution are hereby repealed. All provisions of any Resolution of the City of Lakeway not in conflict with this Resolution shall remain in full force and effect.

PASSED AND APPROVED this 20th day of November, 2023.

Thomas, Kilgore Mayor

Jo Ann Touchstone, City Secretary

Staff Report

Meeting date: November 20, 2023

Agenda item: Resolution 2023-11-20-02 of the City of Lakeway, Texas Permitting the Use and Recognizing the Validity of Certain Electronic Signatures.

Background: Chapter 322 of the Texas Business and Commerce Code, also known as the Texas Uniform Electronic Transactions Act (UETA), allows the City of Lakeway to use electronic signatures for ordinances, resolutions, and other official records that will be created and/or stored electronically.

The City Council previously approved Resolution 2020-05-18-02 to allow the Mayor and Chair of the Zoning and Planning Commission to execute documents electronically. This proposed ordinance would expand this to include an authorized officer, employee or agent of the City of Lakeway.

Fiscal Impact: None.

Enclosure: Resolution No. 2023-11-20-02

CITY OF LAKEWAY

RESOLUTION 2023-11-20-02

**A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS
PERMITTING THE USE AND RECOGNIZING THE
VALIDITY OF CERTAIN ELECTRONIC SIGNATURES**

WHEREAS, Texas Business and Commerce Code Chapter 322, or the Uniform Electronic Transactions Act, allows the Lakeway City Council (Council) to use or permit the use of electronic signatures for certain purposes; and

WHEREAS, section 322.007 provides that if a law requires a record to be in writing and/or requires a signature, an electronic record and/or electronic signature satisfies the law, respectively; and

WHEREAS, the Council wishes to permit the use of electronic signatures by the City of Lakeway on any official documents that require his or her signature.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE LAKEWAY, TEXAS OF TRAVIS COUNTY, TEXAS THAT:

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. The City Council hereby approves this Resolution and recognizes that an electronic signature made by an authorized officer, employee, or agent of the City of Lakeway on any official document that requires a signature is valid.

Section 3. The meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 20th day of November, 2023, by the City Council of the City of Lakeway, Texas.

CITY OF LAKEWAY:

By: _____
Thomas Kilgore, Mayor

ATTEST:

Jo Ann Touchstone, City Secretary

Staff Report

Meeting date: November 20, 2023

Agenda item: Approve a Proposal for the Design of the Renovation of the Municipal Court Space at the Justice Center and Authorize the City Manager to Execute the Contract for an amount not to exceed \$75,000.

Background: As part of the full Justice Center Remodel Project the municipal court area will be remodeled. Huitt Zollars has provided a proposal that includes the design work and project management for expanding and reconfiguring the current municipal court staff space to capture a hallway, relocation of the court windows, additional electrical work, new lighting, and new furniture for the area. There will also be stairs installed on the existing balcony outside the courtroom to provide a secondary means of egress. This remodel will provide the court clerks with a more efficient work area and as the court staff grows, they need more space to accommodate the staff. There was an additional court clerk budgeted in the FY24 budget, so this proposal will account for the staff growth. This remodel will include ADA accommodations for one of the windows and the layout will provide staff with cubicles and a line-of-sight to the windows.

The estimate schedule is outlined below:

- Design Phase – 8 Weeks
- Permitting and Bidding – 10 Weeks
- Construction and Administration Phase – 12 Weeks

Fiscal Impact: Budgeted in FY24 Capital Funds, proposal estimated at \$69,960.00.

Enclosure: Proposal from Huitt Zollars

November 8, 2023

Joseph Molis, GISP
City Manager
City of Lakeway
1102 Lohmans Crossing Road
Lakeway, TX 78734

Attention: Ashby Grundman, AICP, Assistant City Manager

Reference: Renovation of Court Clerks Work Area on Second Floor of Municipal Courts Building

Subject: Proposal for Professional Services

Dear Mr. Molis:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional architectural and engineering services to the City of Lakeway (City) for the renovation of the Court Clerks Work Area on the 2nd Floor of the City's Municipal Courts Building (Project). Our proposal is based upon the following scope of services, compensation, and schedule and terms and conditions contained in the Agreement for Professional Services, Contract No. 501B, between the City of Lakeway and Huitt-Zollars, Inc. dated September 13, 2021.

Project Understanding

To provide better service to the patrons of the Court Clerks windows and provide more efficient work conditions for the Court Clerks, the City would like to renovate the Court Clerks work area on the 2nd floor of the Municipal Courts Building. Currently, patrons must go down a narrow corridor to the Court Clerks service windows which sometimes requires patrons to have to squeeze by other patrons to get to an open service window. In addition, Court Clerks would need to squeeze by these same patrons to get to the restrooms or otherwise cut through the Courtroom or take an exterior exit then re-enter the building to get to the restrooms. To improve service and work efficiencies, the City would like to reconstruct the service windows to face the main corridor to the Courtroom and demolish the existing service windows and corridor wall. A new door to the Court Clerks Work Area would be added to the new service window wall. Three (3) new service windows would be added with the one closest to the main corridor/elevator lobby being ADA-Accessible. Bullet-resistant glass would be included as an alternate bid item for the three (3) service windows. In addition, new lighting would be provided for the six (6) light fixtures in the corridor at the service windows, in front of the restrooms and in the main corridor. Within the Court Clerks Work Area, five (5) workstations on new carpeting would be configured so that all five (5) would face towards the three (3) service windows. Connections for computers would be provided at all three (3) service windows and at all workstations. Furthermore, a new electrical circuit will need to be added to the electrical panel to provide reliable power to the Court Clerks work Area.

The City would also like to install a stairway to the second-floor patio outside the door to the Courtroom. The stairway shall be similar the existing stairway on the southwest side of the building. This stairway would only be used for exiting the building.

SCOPE OF SERVICES:

Basic Services:**1.0 Design Phase**

- a. Huitt-Zollars shall prepare conceptual documents (drawings and narratives) to depict:
 - 1) Floor plans and Elevations of key areas to describe design intent
 - 2) Reflective ceiling plans
 - 3) Electrical power and data communications plans
 - 4) Millwork design
 - 5) Light fixture selections
 - 6) Finish selections
- b. Following City approval of conceptual documents, Huitt-Zollars will prepare bid ready signed and sealed drawings and technical specifications including:
 - 1) Architectural floor plans defining area of work, dimensions, finish types, and references to elevations and details
 - 2) Architectural elevations, sections, and details:
 - 3) Interior elevations of special wall finish and millwork
 - 4) Reflective ceiling plans
 - 5) Finish Schedule
 - 6) Electrical and Data Communication drawings

1.1 Permitting and Bidding Phase

- a. Huitt-Zollars shall submit documents and assist Owner with the local building permit application and TAS approvals. Permit revisions to the documents, if required, are included as part of basic services.
- b. Huitt-Zollars shall:
 - 1) Assist the City with distribution of bidding documents through CivCast.
 - 2) Conduct pre-bid meeting.
 - 3) Issue Addenda as appropriate to clarify the bidding documents.
 - 4) Attend the bid opening, prepare the bid tabulation, and prepare a recommendation of contract award letter.
 - 5) Assist the City in assembling the contracts for construction of the Project.

1.2 Construction Administration Phase

- a. Huitt-Zollars shall:
 - 1) Conduct Pre-construction conference with the Contractor and City Staff
 - 2) Attend weekly remote construction meetings and make four (4) site visits. Two (2) site visits will be to review the progress, quality of the work, and compliance with the contract documents. A third site visit will be to conduct the substantial completion inspection and develop a punch list of uncompleted and non-conforming work. The final site visit will be made to confirm all punch list items have been corrected. Additional site visits, if required, will be considered additional services and billed at an hourly rate.

- 3) Review submittals, such as shop drawings, product data, and samples to ensure they meet the design concept and comply with contract documents. Huitt-Zollars's review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Huitt-Zollars's review shall be conducted with reasonable promptness while allowing sufficient time in Huitt-Zollars's judgment to permit adequate review. Review of a specific item shall not indicate that Huitt-Zollars has reviewed the entire assembly of which the item is a component. Huitt-Zollars shall not be responsible for any deviation from the Contract Documents not brought to the attention of Huitt-Zollars by the Contractor. Huitt-Zollars shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 4) Based on observations of construction progress at the site and on a review of the Contractor's Payment Request, Huitt-Zollars shall make recommendations to the City relative to progress payments. Huitt-Zollars shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the contract sum.
- 5) Conduct substantial completion inspection with the City and Construction Contractor.

Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- a. Additional Site visits in excess of the four (4) site visits during construction
- b. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- c. Any other service not otherwise included in the Basic Services

City-Provided Services:

- a. Access to Project Site

COMPENSATION:

Our estimated fees for the Basic Services are as follows:

Design Phase	\$ 45,080.00 (lump sum)
Permitting and Bidding Phase	\$ 5,680.00 (lump sum)
Construction Administration Phase	\$ 15,700.00 (lump sum)
Total Basic Services:	\$ 66,460.00

Reimbursable expenses shall include mileage for travel for meetings/site visits; reproduction of documents; shipping and mailing expenses; TDLR TAS application, review and inspection fees; and any other disbursements, etc., made on behalf of the City. We estimate a budget of \$3,500.

Total estimate budget is \$69,960.00.

SCHEDULE OF DELIVERABLES:

Our schedule for this project, following receipt of signed authorization, shall be as follows:

- Design Phase – 8 weeks
- Permitting and Bidding Phase – 10 weeks
- Construction Administration Phase – 12 weeks

AUTHORIZATION:

Should this proposal meet with your approval, please sign and return to our office by mail or email at gcabrera@huitt-zollars.com. We will schedule the above services as soon as we receive your authorization. If you have any questions, please call.

Respectfully submitted,
Huitt-Zollars, Inc.



Guillermo Cabrera, AIA
Vice President



Gregory R. Wine, P.E., LEED AP
Executive Vice President

Enclosure

**Accepted and Approved for
City of Lakeway**

(Signature)

(Name)

(Title)

(Date)

HUITT-ZOLIARS

Houston

2023

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 310.00
Design Principal	\$ 310.00
Sr. Project Manager	\$ 285.00
QA Manager	\$ 250.00
Project Manager	\$ 240.00
Sr. Civil Engineer	\$ 250.00
Sr. Structural Engineer	\$ 270.00
Sr. Mechanical Engineer	\$ 250.00
Sr. Electrical Engineer	\$ 250.00
Civil Engineer	\$ 195.00
Structural Engineer	\$ 195.00
Mechanical Engineer	\$ 180.00
Electrical Engineer	\$ 180.00
Plumbing Engineer	\$ 180.00
Engineer Intern	\$ 150.00
Sr. Architect	\$ 250.00
Sr. NL Architectural Staff	\$ 155.00
Architect	\$ 165.00
Architect Intern 1	\$ 105.00
Architect Intern 2	\$ 125.00
Architect Intern 3	\$ 155.00
NL Architectural Staff	\$ 130.00
Sr. Landscape Architect	\$ 195.00
Landscape Architect	\$ 155.00
Landscape Architect Intern	\$ 115.00
Sr. Planner	\$ 300.00
Planner	\$ 165.00
Planner Intern	\$ 130.00
Sr. Designer	\$ 175.00
Designer	\$ 140.00
Sr. CADD Technician	\$ 160.00
CADD Technician	\$ 110.00

Interior Design

Sr. Interior Designer	\$ 160.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

Survey

Survey Manager	\$ 215.00
Sr. Project Surveyor	\$ 200.00
Project Surveyor	\$ 150.00
Sr. Survey Technician	\$ 130.00
Survey Technician	\$ 120.00

Survey Crews

1-Person Survey Crew	\$ 120.00
2-Person Survey Crew	\$ 180.00
3-Person Survey Crew	\$ 210.00

Construction

Sr. Construction Manager	\$ 210.00
Construction Manager	\$ 195.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 200.00
Resident Project Representative	\$ 140.00

Administrative

Sr. Project Support	\$ 110.00
Project Support	\$ 90.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate



Leonard Molina
Director of Information Technology

Staff Report

Meeting date: November 20, 2023

Agenda item: 11 Authorize City Manager to execute contract for endpoint security services with CrowdStrike Falcon Complete

Background: Managing and monitoring security incidents involves more time to investigate and mitigate. Our current IT services vendor provides an endpoint security tool to help guard against the spread of malware, but we lack white glove remediation and attempts to provide insight to events are minimal.

At the recent Tyler Connect conference, some of the municipalities in attendance recommended CrowdStrike as a better option for advanced protection and reporting. In my recent demo and review of CrowdStrike, the endpoint security service provides a linear tree attack graph that can be reviewed to inspect the path of an unfolding attack. Another great point is reviewing the attack from recorded endpoint data is better than trying to review actions with a user during a potential attack. The product itself uses AI to monitor endpoint activities and can take action on anomalies within seconds on a user's desktop/laptop. The service also includes an Overwatch human security team to provide white glove remediation and certify the network is safe from infection.

CrowdStrike is sold through CDW and is part of the TX DIR cooperative agreement (TXDIREMGBRO – TXDIR-BROTHER EMERGENCY PREP DIR-TSO-4234)

If City Council approves moving forward with CrowdStrike, we plan to begin rollout of the endpoint agents beginning in early December and having the deployments in place no later than end of January.

Fiscal Impact: Quote is for 3-year coverage for **\$105,417**. Capital Expenditure budgeted amount for FY2024 is \$109,395.

Enclosure(s): Recommendation page, CrowdStrike Proposal, Darktrace Proposal

Endpoint Security Recommendation

To All,

After considering two vendors for endpoint security, I recommend CrowdStrike for our next phase of endpoint security and I am submitting a requisition for approval for a 3-year contract with CrowdStrike. CrowdStrike Falcon Complete meets the needs of endpoint security for our users, with a combination of AI anomaly monitoring and an Overwatch human security team that provides white glove remediation. Infection reporting provides a process tree attack graph that is used to provide forensics data on how an infection unfolded and the scope of the attempted infection. The expenditure was approved in the FY2024 budget under Capitalized Computer Equipment. I have attached my notes and proposal to this requisition for reference.

Please let me know if you have any additional questions.

Thank you,

Leonard Molina

Director of Information Technology

City of Lakeway

1102 Lohmans Crossing Rd.

Lakeway, TX 78734

O: (512) 314-7586

M: (737) 268-0853

Email: LeonardMolina@lakeway-tx.gov



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Notes used for consideration of endpoint security (10/23/2023)

Glossary

IOA – Indicators of attack

MDR – Managed detection and response

MITRE – MITRE Adversarial tactics, techniques, and common knowledge, curated knowledge base

TTP – tactics, techniques and procedures

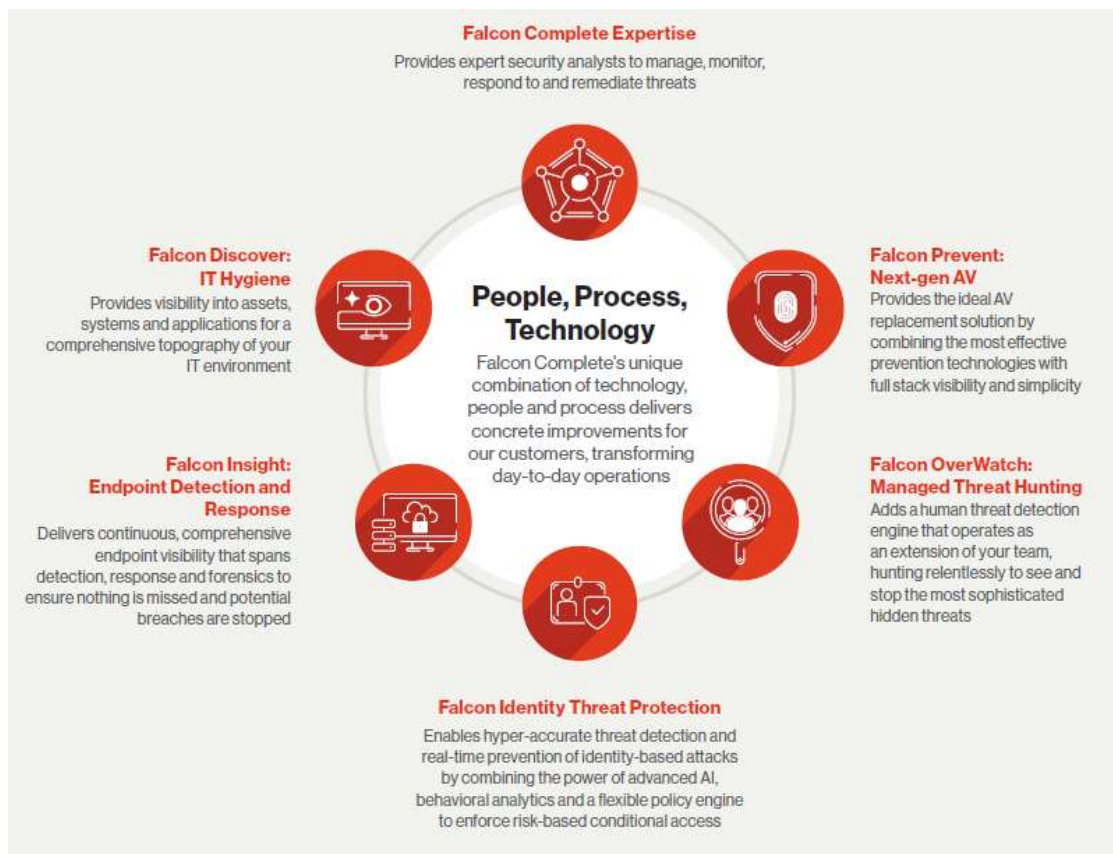
CrowdStrike Notes

- DIR pricing
- Managed service
- Dual tenant
- Have access to console to access quarantined desktops
- Largest cyber intelligence globally
- Mal query
- Incident response, 24 hr white glove
- Falcon sensor endpoints, no reset needed
- 2% to 3% CPU, passively ingesting telemetry, not scanning based or when job is launched
- Looking for behavior analysis not signatures
- IOA built by intelligence, built into platform, not from third party
- Breach insurance
- Protects AWS, largest customer
- Will work on Internet, agent, clear path to the cloud, no need for ingestor agent
- Complete service, investigation up to clean up
- 1st part IOAs, created by CrowdStrike, not purchased from 3rd party vendor, it is native
- Activity dashboard, process tree, attack tree, you can see how it got there
- Check compromised password and checks dark web
- Check AD for stale accounts
- Domain security audit
- Security policy
- Keep an encyclopedia of attackers/methods for transparency
- Falcon complete will have 100% remediation of white glove service with SLA
- Acts like a SOC team of six
- Run through setup playbook with info from me
- Closest thing to a silver bullet
- Overwatch team included
- Support portal with training modules
- CrowdStrike university access pass

CrowdStrike ad notes

- Falcon Complete, 24/7 management, monitoring, and response (Prevent, Insight, Identity Threat protection, OverWatch, and Falcon team)
- 100% cloud native

- White glove remediation
- Comes with breach prevention warranty
- Falcon Prevent, next generation antivirus
- **Process tree attack graph**
- Online/offline protection
- Monitor and block Microsoft Office malicious macros
- Falcon Prevent is HIPAA, NIST, and PCI validated
- Lightweight endpoint
- Average onboarding 10 days
- **Falcon Device Control, USB device protection and audit, and what is written and copied, block execution of applications on USB drives, not included**
- Falcon Firewall Management, cloud firewall
- Falcon Identity Threat Protection, containment of lateral movement, protection of Active Directory, stop anomalous authentication attempts, trigger MFA reauthentication, reset compromised passwords
- **Falcon Logscale – log everything, store, analyze, retain at petabyte scale, keep data for a least a year (is this included?) No**
- Used by AWS
- **Annual \$38,652.90, 3 year \$115,958.70, does it have TX-DIR? Yes**
- How does this compare to a NDR? Protection and monitoring is done at the endpoint level and not from the network level.



DarkTrace Notes

- Constantly learned normal versus anomalous
- Supervised machine learning
- If zero day, it may take time to recognize, still monitors what is normal.
- 10,000 behavior metrics
- Malicious website, block site, or if worm, quarantine desktop and severing connections
- Beaconing, command, and control stopper
- Investigation, cyber AI analyst, recommend actions, SOC team
- Open AI, 41 click integration, firewall integration, free trial for 30 days per quarter.
- Versus CrowdStrike (m1 (?) detection)
 - o Focus on what is seen and anomalies.
 - o More encompassing tools
 - o More advanced network, servers, IoT, switches monitoring
- Quarantine, forensics, expert monitoring
 - o Dashboard
 - o Can monitor IoT, if beaconing
 - o Guest network is running through server (?)
 - o Provide AI analyst reports
 - Investigate hours
 - Can determine cost savings
 - Aggregate human workers
 - Keep logs for 12 months for auditing
 - o C sensor monitoring extra

Darktrace Ad Notes

-Global presence

- Network is monitored to detect anomalies

- Is this an NDR solely? Mostly, but has endpoints for laptops not using VPN

- Is it white glove remediation? No, but will guide if not picked up by Cyber AI

- Self learning AI

- Darktrace DETECT – collection patterns to learn ‘self’ to identify never before seen attacks

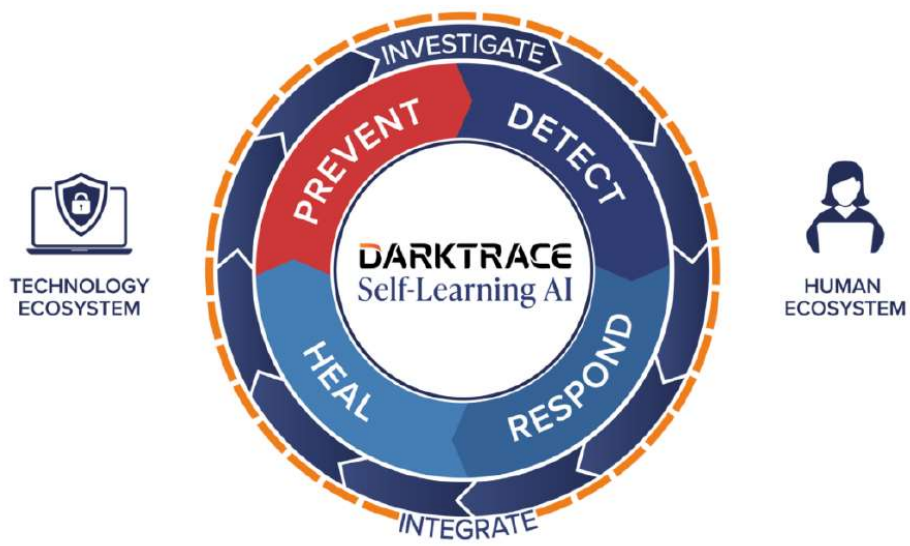
- Darktrace RESPOND – make series off micro decisions and chooses most appropriate action to contain threat, investigates with Cyber AI Analyst, can take action against unseen zero-day attacks, compromised cloud credentials, advanced spoofing campaigns

-Darktrace Antigena responds to cyber threat, drop malicious connections, employee would not experience any disruptions

- Darktrace has a mobile app

Annual \$73,482 for 36 months, does it have TX-DIR? Yes, Apollo Information systems

Note: we would need to add endpoint licenses for any new laptops that did not use a VPN.
Additional cost would need to be incurred.





Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

LEONARD MOLINA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NPNX660	10/16/2023	3YR FALCON COMPLETE	11853676	\$105,417.00

IMPORTANT - PLEASE READ

Special Instructions: Contract: TXDIREMGBRO - TXDIR -BROTHER EMERGENCY PREP DIR-TSO-4234

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Falcon Complete with Threat Graph Standard - subscription license (3 years) Mfg. Part#: CS.FCSSD.SOLN.36M Electronic distribution - NO MEDIA	1	5407027	\$99,450.00	\$99,450.00
Falcon Insight Endpoint Detection & Response - subscription license (3 year) Mfg. Part#: CS.INSIGHTB.SOLN.T2.36M Electronic distribution - NO MEDIA	1	5407029	\$0.00	\$0.00
Falcon Prevent - subscription license (3 years) - 1 endpoint Mfg. Part#: CS.PREVENTB.SOLN.T2.36M Electronic distribution - NO MEDIA	1	5407030	\$0.00	\$0.00
Falcon Discover - subscription license (3 years) - 1 endpoint Mfg. Part#: CS.DISCB.SOLN.T2.36M Electronic distribution - NO MEDIA	1	5407034	\$0.00	\$0.00
Falcon Complete - subscription license (3 years) - 1 license Mfg. Part#: CS.FALCOMPS.SVC.36M UNSPSC: 43233205 Electronic distribution - NO MEDIA	1	5407039	\$0.00	\$0.00

QUOTE DETAILS (CONT.)				
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Falcon Overwatch - subscription license (3 years) - 1 endpoint	1	5407044	\$0.00	\$0.00
Mfg. Part#: CS.OWB.SVC.T2.36M Electronic distribution - NO MEDIA				
CrowdStrike Threat Graph Standard - subscription license (3 years) - 1 lice	1	5407048	\$0.00	\$0.00
Mfg. Part#: CS.TGB.STD.36M Electronic distribution - NO MEDIA				
Falcon Complete Complimentary Customer Identification - subscription licen	1	6289212	\$0.00	\$0.00
Mfg. Part#: CS.FALCOMPONBC.SOLN.36M Electronic distribution - NO MEDIA				
University LMS Subscription New Customer Access Pass - web-based training	2	5516599	\$0.00	\$0.00
Mfg. Part#: RR.PSO.ENT.NCAP.36M Electronic distribution - NO MEDIA				
CrowdStrike Express Support - technical support - for CrowdStrike Falcon Ho	1	4914896	\$5,967.00	\$5,967.00
Mfg. Part#: RR.HOS.ENT.EXPS.36M Electronic distribution - NO MEDIA				

		SUBTOTAL	\$105,417.00
		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$105,417.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF LAKEWAY ACCTS PAYABLE 1102 LOHMANS CROSSING RD LAKEWAY, TX 78734-5159 Phone: (512) 314-7512 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF LAKEWAY LEONARD MOLINA 1102 LOHMANS CROSSING RD LAKEWAY, TX 78734-5159 Phone: (512) 314-7512 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



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FALCON COMPLETE

Managed detection and response (MDR) delivered by CrowdStrike's team of experts to protect endpoints, cloud workloads and identities

CHALLENGES

Operating an effective security program is extremely challenging. Adversaries are increasingly fast and stealthy, don't respect time zones or holidays, and often execute damaging intrusions in hours. The necessary tools to defend against these threats can be difficult to use and can require a lot of resources to appropriately implement, operate and maintain.

The modern threat landscape continues to evolve with an increase in attacks leveraging compromised credentials. An attacker with compromised credentials all too frequently has free reign to move about an organization and carefully plan their attack before they strike.

SOLUTION

CrowdStrike Falcon Complete™ delivers 24/7 expert management, monitoring and response for the CrowdStrike Falcon® platform and is backed by CrowdStrike's industry-leading Breach Prevention Warranty.*

Falcon Complete is CrowdStrike's most comprehensive endpoint protection solution. It delivers unparalleled security by augmenting Falcon Prevent™ next-gen antivirus (NGAV), Falcon Insight™ endpoint detection and response (EDR), Falcon Identity Threat Protection and Falcon OverWatch™ managed threat hunting together with the expertise and 24/7 engagement of the Falcon Complete team. The team manages and actively monitors the Falcon platform for customers, remotely remediating incidents in minutes. The Falcon Complete team solves the challenge of implementing and running an effective and mature security program without the difficulty, burden and costs associated with building one internally.

A leader in...

- Forrester MDR¹
- IDC MDR²



1. IDC MarketScape U.S. Managed Detection and Response
2. Services Vendor Assessment, IDC #US48129921, August 2021

KEY BENEFITS

Immediate value with a seamless extension of your team:

- Delivers focused expertise 24/7 to stop breaches
- Provides the equivalent of 5 expert SOC analysts and 5 elite human threat hunters**
- Supplies continuous management, optimization and monitoring
- Completes onboarding and provides full protection in an average of 10 days

Rapid response and surgical remediation in minutes:

- Provides rapid response at the endpoint, cloud workload and identity layers
- Conducts hunting at unprecedented speed and cloud-scale
- Reduces business disruption to processes or users
- Instills confidence that threats are handled completely and correctly

Reduced cybersecurity risk and enormous cost savings:

- Shrinks the attack surface across endpoints, cloud workloads and identities
- Saves over 2,500 hours per year from a reduction in security incidents**
- Delivers an ROI of more than 400%**
- Is backed by the industry's strongest Breach Prevention Warranty*

* Breach Prevention Warranty not available in all areas. See [FAQ](#) for details.

** Total Economic Impact of Falcon Complete, February 2021
Forrester Wave for Managed Detection and Response, Q12021

FALCON COMPLETE: A SYMBIOSIS OF PEOPLE, PROCESS AND TECHNOLOGY



FALCON COMPLETE

KEY CAPABILITIES

LAYERS OF EXPERTISE

The Falcon Complete team is composed of seasoned security professionals with experience in incident handling, incident response, forensics, SOC analysis, identity protection and IT administration. The team has a global footprint, allowing true 24/7 coverage.

- **Experts in the CrowdStrike Falcon platform:** The Falcon Complete team holds CrowdStrike Certified Falcon Responder (CCFR) and CrowdStrike Certified Falcon Administrator (CCFA) certifications.
- **Experts in incident response:** The Falcon Complete team has years of experience in digital forensics and incident response (DFIR).
- **Experts in threat hunting:** The Falcon OverWatch team sees and stops undetected, sophisticated threats 24/7.
- **Experts in threat intelligence:** Falcon Complete is powered by the CrowdStrike global threat intelligence team, bringing critical context to the response process.

POWERED BY THE FALCON PLATFORM

CrowdStrike pioneered a new approach to endpoint protection, designed and built to overcome the limitations of legacy security solutions. The Falcon platform delivers the foundation for true next-generation endpoint protection.

- **100% cloud-native:** The Falcon platform delivers immediate time-to-value — no hardware, additional software or configuration is required, which drives down cost and complexity.
- **CrowdStrike Security Cloud:** The CrowdStrike Security Cloud is the brains behind the CrowdStrike Falcon platform, providing complete real-time visibility and insight into everything happening on your endpoints throughout your environment.
- **Single lightweight agent:** An intelligent, lightweight agent, unlike any other, blocks attacks while capturing and recording endpoint activity as it happens to detect threats fast.
- **Detection across endpoints, cloud workloads and identities:** Falcon Complete enables frictionless endpoint, cloud workload and identity security, delivering real-time threat prevention and IT policy enforcement using identity, behavioral and risk analytics.

WHAT FALCON COMPLETE CUSTOMERS SAY

"By analysing the millions of data points generated by a vast and diverse customer base, often in real time, CrowdStrike is able to provide our team with a comprehensive and clear picture of exactly what is happening across the globe, 24/7. That's an essential ingredient in protecting us from issues long before they become a problem."

Michael Taylor,

IT Director, Mercedes-AMG Petronas
Formula One Team

"We remediate no malware whatsoever, and not only am I saving money, which makes me look like a hero to the finance department, but our malware instances have just plummeted. The CrowdStrike platform lets us forget about malware and move onto the stuff we need to do."

Dawn Armstrong,

VP of IT, Virgin Hyperloop

FALCON COMPLETE

PROACTIVE MANAGEMENT AND OPTIMIZATION

CrowdStrike experts ensure your environment is continuously optimized to combat the latest threats, achieving the best levels of performance and protection from your Falcon investment and instilling confidence that your endpoint protection and identity protection are always under complete control.

- **Comprehensive control of unmanaged systems:** Falcon Complete helps customers ensure all assets are properly grouped, sorted and protected.
- **Tight control over the Falcon agent:** Falcon Complete ensures that the most current Falcon agent is installed, delivering the best level of protection available.
- **Rigorous configuration management:** Falcon Complete systematically applies proven, best-practice policies to endpoints, cloud workloads and identities.

24/7 EXPERTISE TO DEFEND THE CLOUD

- **Experts in Falcon Cloud Workload Protection:** The Falcon Complete team ensures your environment is continuously optimized to combat the latest threats, enable DevOps and achieve the best levels of performance and protection.
- **Multi-cloud:** Falcon provides a single platform to protect AWS, Azure and Google Cloud.
- **Broad visibility:** Uncover AWS EC2 instances, GCP Compute instances and Azure VMs without installing an additional agent.
- **Secure hosts and containers:** Falcon runtime protection defends containers against active attacks.

CONTINUOUS HUMAN THREAT HUNTING

- **The SEARCH Methodology:** Falcon OverWatch analysts leverage their proprietary SEARCH methodology — Sense, Enrich, Analyze, Reconstruct, Communicate and Hone — to shine a light into the darkest corners, leaving adversaries with nowhere to hide.
- **Cloud-scale data:** Scalable and effective threat hunting requires access to vast amounts of data and the ability to mine that data in real time for signs of intrusions. CrowdStrike's rich telemetry creates the foundation for Falcon OverWatch threat hunting.
- **Years of combined diverse expertise:** Falcon OverWatch employs elite experts from a wide range of backgrounds, including government, law enforcement, commercial enterprise, the intelligence community and defense and defense.

24/7 MONITORING AND RESPONSE

- **Around-the-clock active monitoring:** Falcon Complete is always watching, ensuring that emerging threats are addressed in real time, as they happen.
- **Human eyes on detections:** Falcon Complete investigates detections in a timely manner, identifying intrusions at the earliest possible stage.
- **Average time to begin response <10 minutes:** Falcon Complete builds and continuously tunes a repeatable playbook to ensure all threats are investigated quickly and efficiently.

SURGICAL REMEDIATION

When an intrusion is identified, the Falcon Complete team acts quickly and decisively, remotely accessing the affected system using native Falcon capabilities to surgically remove persistence mechanisms, stop active processes, disrupt identity-based threats and clear other latent artifacts. Falcon Complete restores systems to their pre-intrusion state without the burden and disruption of reimaging systems.

- **Surgical remediation performed in under 60 minutes:** Falcon Complete executes surgical remediation remotely, eliminating the cost and burden of reimaging.
- **Greatly reduced impact for the end user:** Falcon Complete can often perform remediation without the user being aware that it has happened.

TRANSPARENT AND SECURE COLLABORATION

- **Message Center:** This secure bi-directional communication channel allows for information exchange about emerging incidents as well as asking ad hoc questions, all from directly within the Falcon console. Keeping communications close to the Falcon data provides maximum efficiency, ensuring that the full context associated with emerging threats is never more than a click away.
- **Executive Dashboards:** Gain at-a-glance visibility into the day-to-day activity that Falcon Complete performs, including trends and actionable insights.
- **Message Analyst:** Fast access to CrowdStrike experts is embedded throughout the Falcon console. This helps analysts to more quickly understand threats and get fast answers to their cybersecurity questions.

CROWDSTRIKE'S BREACH PREVENTION WARRANTY*

REST ASSURED WITH THE MOST COMPREHENSIVE BREACH PREVENTION WARRANTY

CrowdStrike stands strongly behind its breach protection capabilities. Falcon Complete comes with a Breach Prevention Warranty to cover costs in the event a breach occurs within the protected environment.



	Other Warranties	CrowdStrike
Time to report requirements	24-48 hours	72 hours
Categories covered	Limited	✓
Backed by the largest insurance providers	Varies	✓
Primary coverage	Varies	✓
Policy requirements	Extensive	Minimal

*The Breach Prevention Warranty is not available in all regions. Learn more in the [Breach Prevention Warranty FAQ](#).

ABOUT CROWDSTRIKE

CrowdStrike Holdings, Inc. (Nasdaq: CRWD), a global cybersecurity leader, has redefined modern security with the world's most advanced cloud-native platform for protecting critical areas of enterprise risk — endpoints and cloud workloads, identity and data.

Powered by the CrowdStrike Security Cloud, the CrowdStrike Falcon® platform leverages real-time indicators of attack, threat intelligence, evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities.

Purpose-built in the cloud with a single lightweight-agent architecture, the Falcon platform enables customers to benefit from rapid and scalable deployment, superior protection and performance, reduced complexity and immediate time-to-value.

CrowdStrike: **We stop breaches.**

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Darktrace Business Proposal for City of Lakeway

From: Steven Hildebrand, Darktrace

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Darktrace Partnership with the City of Lakeway

We have been delighted to demonstrate to you the power of our Self-Learning AI technology within your Network environment. The following proposal outlines a full deployment. Since our installation, we have discovered beaconing activity, external data transfer, and different compliance issues.

This document provides an overview of Darktrace's technology and value proposition as well as selected examples of customer feedback and independent analyst recognition. Industry experts and customers agree that Darktrace is unmatched when it comes ease-of-use, flexibility, and – most importantly – the ability to stop and autonomously respond to novel and advanced cyber-threats before they disrupt business operations. Our approach has revolutionized cyber defense and dramatically enhanced risk mitigation for our customers.

We look forward to partnering with the City of Lakeway and are excited to continue the conversation around how our technology will add value to your business.

I am happy to discuss this proposal and associated commercials in more detail at your convenience.

If you have any questions about this proposal document, please do not hesitate to contact me.

Email steven.hildebrand@darktrace.com

Mobile +1 571 567-1016

Company Overview

With more than 6,500 customers globally, Darktrace has been at the cutting edge of innovation for over eight years. The first to apply Self-Learning AI to the societal challenge of cyber defense, Darktrace has continually broken new ground to change the face of enterprise security, creating innovations such as Autonomous Response and Cyber AI Analyst. Our ecosystem approach to cybersecurity represents the first and only application of AI trusted to make decisions and take measured, precise actions without human intervention across the entire digital environment - from email, cloud, applications, to IoT, endpoints, cyber-physical systems, and the traditional network. These unique AI developments, come from our R&D Centre in Cambridge, and are effective and adaptive, protecting your workforce across all systems and technologies as they evolve in real time.

Darktrace, a FTSE250 company, has over 1,700 employees worldwide. Under the leadership of Poppy Gustafsson, OBE, the company's proprietary AI research has been recognized by independent bodies including Forrester, IDC, Marsh, Gartner, and The Royal Academy of Engineering for its ground-breaking developments in the field of cyber security – winning over 100 awards as testament to its capabilities. We have filed for over 80 patents for our technology, and the innovation is supported by our world-class advisory council, which comprises of experts in mathematics, computer science, security, and intelligence gathering, including:

- o Lord Jonathan Evans KCB, the former Director General of MI5
- o Alan Wade, the former CIO of the CIA
- o Professor Nick Jennings, Chair in Artificial Intelligence at Imperial College, London
- o Sir Peter Bonfield CBE, Fellow of The Royal Academy of Engineering

Darktrace protects and defends some of the most sensitive IP, digital data, and mission-critical infrastructure in the world. Including McLaren Group, Better.com, Milton Keynes University Hospital, NHS Foundation Trust, and City of Las Vegas.



“Darktrace is helping us stay abreast of the changes that are happening in the digital space.”

CIO, McLaren Group



“We’re confident that Darktrace is able to evolve with our organization during this time of uncertainty.”

CISO, Better.com



“The fact that AI Analyst can investigate data and then tell a story about the wider incident is incredible, exactly what my team want to have at their fingertips.”

CTO, Bunim/Murray



“Darktrace is the single most valuable security tool my team uses today.”

CISO, Aptean



“It [Darktrace] played a significant role in protecting us in the wake of some high-profile attacks, including the SUNBURST attacks and the more recent Log4shell vulnerability.”

Senior Information Security Analyst, AAA Washington

Self-Learning AI

Self-Learning AI is at the core of everything that we do at Darktrace. It is fundamental to all products as it “learns” an organization of any size – public or private – from the inside out. No two organizations are the same, and we believe their security solutions shouldn’t be either.

Through providing full visibility into an organization’s digital ecosystem, Self-Learning AI empowers bespoke, comprehensive, always-on and continuously evolving security solutions based on mathematical models unique to each individual organization, regardless of size or complexity.

Self-Learning AI powers all components of the Cyber AI Loop, a feedback system in which each capability continuously and autonomously hardens the entire system, reducing risk and uplifting security teams.



Darktrace DETECT is uniquely capable of uncovering rare and previously unidentifiable patterns of life across your business and learns the ‘self’ across your digital ecosystem to identify never before seen threats.

This informs the actions of **Darktrace RESPOND**, which makes a series of micro-decisions before choosing the most appropriate action to contain a threat and enforces ‘self’ without causing disruption to your normal business operations.

Concurrently, the technology **investigates** incidents with the **Cyber AI Analyst** to reduce the time to triage by 92%, augmenting your security team by prioritizing the actions your team should take. This entire Self-Learning AI Loop **seamlessly integrates** with your existing technology ecosystem, helping you enhance your existing investments for a comprehensive security strategy that covers your entire digital environment.

The era of detect-only is rapidly ending and security teams need a technology capable of detecting, autonomously responding and investigating threats to keep pace with the rapidly growing cyber-threat landscape.

TRULY SELF-LEARNING, AUTONOMOUS SECURITY HAS ARRIVED.

Autonomous Response

Autonomous Response technology is a vital part of the security stack, utilizing powerful detection and response capabilities to make a series of micro-decisions before deciding how to act on behalf of security teams, to contain cyber-threats within seconds before they can escalate to a crisis or cause disruption to your business. These autonomous actions can be taken against zero-day attacks, compromised cloud credentials, advanced spoofing campaigns, and more. In the face of malicious activity, Darktrace Antigena takes self-directed steps at machine speed.

This technology responds across your entire digital environment, and as human teams simply cannot keep up with the pace of cyber threats, Darktrace Antigena calculates the best action to take in the shortest period of time to effectively react to a cyber-attack – whenever it strikes.

Every 3 seconds, Darktrace Antigena responds to a cyber-threat somewhere in the world.

For example, if your organization was hit by a ransomware attack, Darktrace Antigena would surgically drop malicious connections that the malware was attempting to make. Critically, employees need not experience any disruption to their work, as only the out-of-character behaviors are stopped. All this happens in seconds, buying security teams time to catch up.

Over two thirds of Darktrace customers deploy both detection and response to strengthen their security posture.

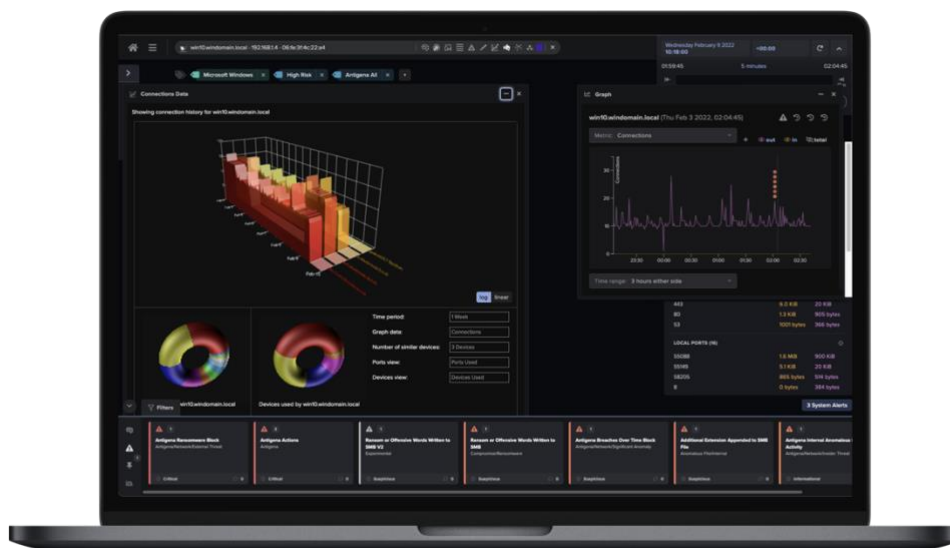


"For us, Autonomous Response technology combats the most sophisticated ransomware attacks out there and it does that within seconds of the threat emerging. Crucially, the AI responds intelligently which allows us to continue normal business operations uninterrupted. This is the future of security."

CSO, SunLife

Key benefits

- Reacts in seconds to stop unpredictable and fast-moving attacks
- Targeted response with no disruption to your business
- Customizable – you choose how and where Antigena acts
- Bring the human into the loop with the Darktrace Mobile App



Cyber AI Analyst

Cyber AI Analyst is our AI investigative technology which autonomously triages, interprets, and reports on the full scope of security incidents targeting your dynamic workforce. Pioneered by Cambridge researchers, AI specialists, and world-leading mathematicians, Cyber AI Analyst is the culmination of a 3-year research project which involved observing the investigative techniques of over 100 of Darktrace's most skilled security analysts.

Intelligence Augmentation can perform multiple investigations simultaneously across your organization, at machine speed.

Using deep learning, the technology contextualizes security events, adapts to novel techniques, and translates its findings into a digestible security narrative that can be actioned in minutes. Mimicking human thought processes to delve into and investigate attacks, Cyber AI Analyst combines the expertise and intuition of human analysts with the speed and scale of AI, reducing time to triage by up to 92%. It currently performs over 1.4 million security incidents per week.

The AI Analyst can extend its investigations across your workforce and security stack, able to be applied on demand to users and devices of interest, ingest third-party data to trigger new investigations, and automatically feed AI-generated Incident Reports to any SIEM, SOAR, or downstream ticketing system.

Key benefits

- Autonomously investigates, triages, and reports on threat incidents
- Continually investigates 100% of the malicious activity Darktrace detects
- Generates detailed, natural language Incident Reports
- Prioritizes security events
- Integrates seamlessly with third-party alert



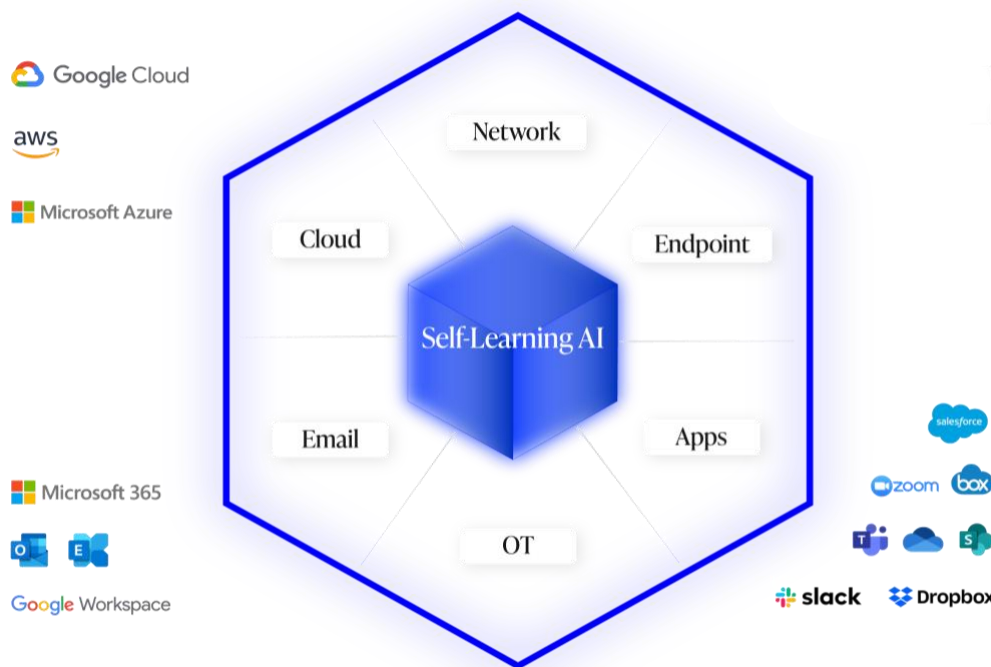
“The need for skilled analysts is increasing and outstripping the supply, even with all of the educational programmes available. Tools like the Darktrace AI Analyst add power to the elbow; they’re a force multiplier for our scarce resource of human analysts.”

Jonathan Care, Research Director, Gartner

Enterprise-Wide Defense

Today's digital ecosystems comprise of a wide range of complex environments - from cloud and SaaS, to email and the traditional network, to OT, IoT, and beyond, meaning organizations must adapt on the fly to changing topology and data flows in conjunction with increasingly unpredictable user behavior.

Darktrace is the only cyber security technology that protects the entire digital enterprise. By bringing its Self-Learning AI to your data, wherever it resides, Darktrace offers a unified approach to cyber defense across fractured digital environments. By learning the 'patterns of life' for all users and devices – wherever they are located – the technology can identify and disrupt cyber-attacks, wherever they emerge.



Email

Email is the beating heart of modern organizations. But over 94% of cyber-attacks originate in the inbox. Spear phishing, impersonation attempts, and account takeovers remain fruitful ways for cyber-criminals to infiltrate businesses. As attackers increasingly leverage the latest news trends, freshly purchased domains, and hijacked user identities – tactics which evade legacy defenses – telling friend from foe has become harder than ever.

Antigena Email represents the world's first self-defending inbox. Using Darktrace's core AI to stop the most advanced email threats, it works by 'understanding the human' behind the email address, learning what employees do, who they interact with, how they write, and the substance of their typical conversations. Crucially, when analyzing each email, the AI does not ask simplistic, limiting questions such as 'Is this bad?' – instead, it asks 'Does this belong?'. Such a nuanced grasp of how each individual and the wider organization usually behaves allows Darktrace to detect subtle deviations and anomalous behavior, detecting all attack types regardless of whether they have been seen before.

This enables Antigena Email to autonomously respond and stop even the subtlest attacks. Due to its self-learning approach, the AI works in any email environment, scaling alongside your organization without requiring manual configuration or fine tuning.



"When Antigena Email caught a spear phishing campaign that the leader in the Magic Quadrant missed, we were convinced. The trial was over."

CIO, Numeris

Cloud

While the decision to adopt hybrid or fully cloud infrastructure is taken by business leaders to drive greater efficiency and flexibility, the burden of setting up and securing these environments falls on IT and security teams. Self-Learning AI is the only technology that understands ‘patterns of life’ across your cloud environments, detecting and responding to subtle deviations indicative of a threat. Continuously updating this knowledge in real time, Darktrace provides dynamic and context-aware protection across your cloud infrastructure, unifying defense in a single AI system.

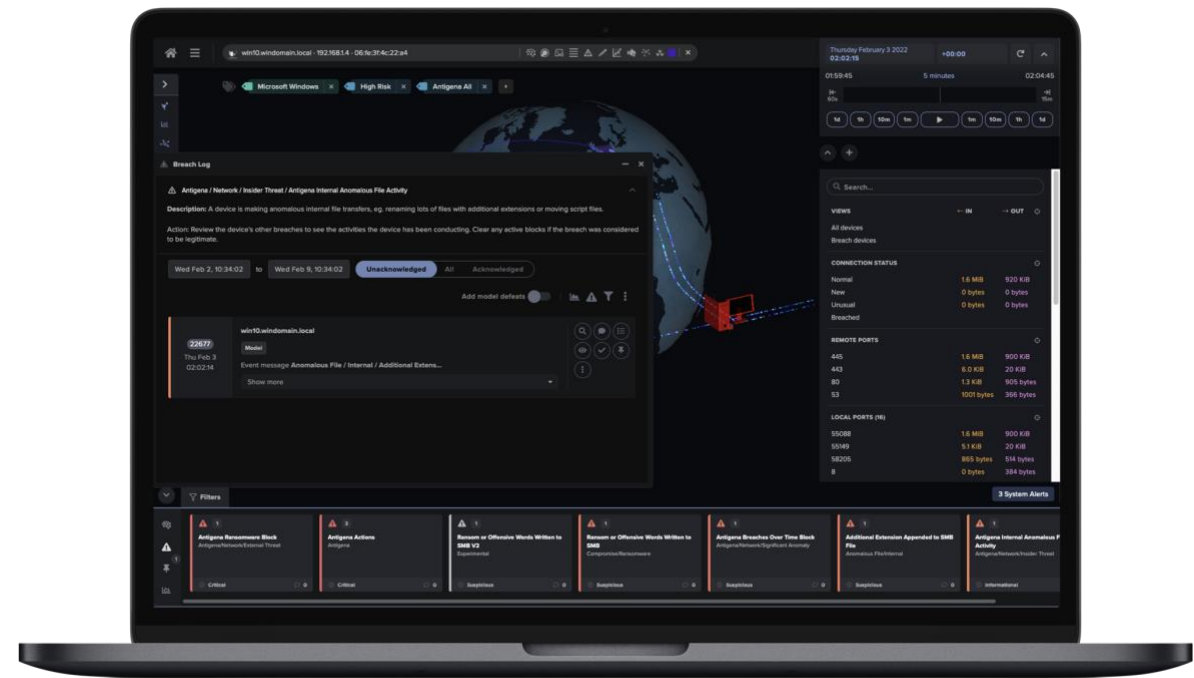
Network

Organizations’ vast networks have become more distributed and disjointed than ever before as security teams have linked office and home workers under one corporate umbrella. Juggling the deployment of new technology alongside limited device visibility, security teams are struggling to protect their ever-growing digital ecosystem. As cloud and edge computing renders the traditional paradigm of perimeter security obsolete, legacy tools have been unable to keep pace with novel threats in the network – from ‘low and slow’ attacks to fast-moving ransomware.

Darktrace’s Self-Learning AI is designed to protect dynamic systems and workers across the organization – no matter where they operate or the nature of their applications. Unlike legacy on-prem defenses, Darktrace’s understanding of normal in the network is enriched by its visibility across IoT devices, cloud, SaaS, and email services. This knowledge enables the AI to surgically interrupt emerging threats in the network at machine speed, giving security teams time to catch up before critical data can be lost or encrypted. Such a fast and targeted response mitigates cyber risk – and ensures that business as normal can continue unimpeded.

“Our business is able to view network traffic in fine detail, finally. With the integration of Antigena ... we are able to leverage the force multiplier of machine learning as it relates to data security.”

CIO, Government and Defense
Gartner Peer Reviews ★★★★★



Endpoint

With employees working remotely, and devices operating off the traditional network, endpoints represent an easy point-of-entry into an organization. Darktrace brings its Self-Learning AI to the endpoint, delivering real-time detection of novel and sophisticated attacks, automatic threat investigations, and – through its own agents – Autonomous Response. This allows your employees to work safely and productively, wherever they are.

Any abnormalities are automatically investigated, and the full scope of the incident summarized with Cyber AI Analyst. Darktrace's AI Analyst investigates in the background, connecting the dots between all events identified on the endpoint, in conjunction with events across email, SaaS, cloud and the corporate network. The technology works at machine speed and can investigate hundreds of threats in parallel. The net result is a single incident complete with every detail the security team needs to fully understand what happened.

SaaS

Cloud platforms are the locus of critical workforce activity, with highly sensitive data now residing in the hands of third-party services and applications. While enabling employees to work effectively from anywhere, these platforms come at the cost of a tractable and coherent security strategy: diverse and incompatible defenses across providers often lead to overly relaxed permissions and simple mistakes, while security teams lack adequate visibility into user actions and data movement.

Grounded in a unified behavioral understanding of each user, device, and application, Darktrace spots the full range of threats targeting these environments. From compromised credentials to account misuse, Self-Learning AI is singularly equipped to autonomously detect and respond to emerging threats in their earliest stages. By correlating on-prem and off the VPN activity with traffic across hybrid and multi-cloud environments in real time, Darktrace reveals seemingly benign actions to be malicious in the wider context of the enterprise – threats only uncoverable through a holistic approach.



“Darktrace gives our team complete real-time coverage across our SaaS applications and cloud.”

CIO, City of Las Vegas

OT

As OT and IT convergence gathers pace, decades-old SCADA and ICS technologies are increasingly becoming internet facing. Built without security in mind, these systems are easy targets for cyber-criminals scanning the network and are often a gateway for more pernicious attacks. Meanwhile, threats that start in IT environments can now pivot to target ICS mechanisms, resulting in collateral damage to physical operations and causing catastrophic losses to production.

Darktrace's Industrial Immune System illuminates even the most complex cyber-physical ecosystems and safeguards the integrity and resilience of industrial technologies. Protocol- and technology-agnostic, Cyber AI gives teams unparalleled visibility into OT, Industrial IoT, and IT environments. By learning 'on the job', Darktrace works seamlessly with all manner of technologies – without interruption to regular operations – autonomously detecting the subtlest signals of novel and advanced threat before the damage is done.



“Darktrace adds another level of sophistication to our defense... it helps us stay ahead of emerging threats and better defend our key systems.”

Group Head of Security, Drax

Package Pricing

Working with Darktrace is more than a subscription – it’s a partnership. As a customer, you’ll receive:

- Dedicated Account Team
- Expert integration support
- Regular live and interactive training
- Customer Support Helpline, open 24/7
- Access to the Darktrace Customer Portal, providing regular updates, exclusive Analyst blogs, Self-Service capabilities and more
- Access to Darktrace Tech Meetups and other exclusive customer events
- A free 30-day activation of a Darktrace technology every quarter

Pricing Details

The pricing below represents a **36-month** software license based on a full deployment for network

Term: **36 months**

Standard payment terms: **Annual in advance, net 30 payments terms**

Package	List Cost
Platform Standard (Network)	\$24,494

Darktrace Services

Darktrace offers additional service options. These can be customized as desired to best support your security and IT teams. Services can be delivered by Darktrace's Cyber Analysts, our in-house experts in threat analysis and cyber intelligence, or Darktrace Certified Partners. Most importantly, these offerings are crafted based on our experience across all sizes of companies and sectors to give you a tailored fit.

Ask the Expert (Included)

Available from within the Threat Visualizer or Customer Portal, Darktrace's Ask the Expert (AtE) service allows you and your security team to send in queries during live threat investigations to one of our world-class cyber analysts sitting in Darktrace's SOC's in Cambridge (UK), San Francisco, or Singapore. Using Ask the Expert, customers can drag and drop graphics and traffic flow data directly into queries, allowing your team to work collaboratively with Darktrace analysts on any question you may have when new or advanced threats appear in your digital ecosystem.

Key Benefits

- Rapid feedback from Darktrace's world-class analysts around the globe
- Expert remediation advice when you encounter new or sophisticated threats
- Collaborative analysis with the ability to share graphics and data
- An unlimited resource for your team, no matter how many questions you have

24/7 Proactive Threat Notification

Darktrace's 24/7 Proactive Threat Notification (PTN) service provides you with around-the-clock monitoring by expert cyber analysts sitting in Darktrace's global Security Operation Centers (SOCs). These analysts triage and respond to high-fidelity, in-flight security incidents to determine whether your organization is under immediate attack in addition to providing critical analytical support. If an in-progress cyber-attack is detected, Darktrace experts instantly alert your organization's security team. This alert can take the form of an encrypted email, automated phone call, or SMS – or even a combination of all three, as configured by each customer.

Crucially, security teams are not only notified of the threat and its urgency, but they are also provided with actionable intelligence ascertained from the investigative process. Darktrace's cyber analysts will work with you to ensure the correct technical diagnosis is reached.

Key Benefits

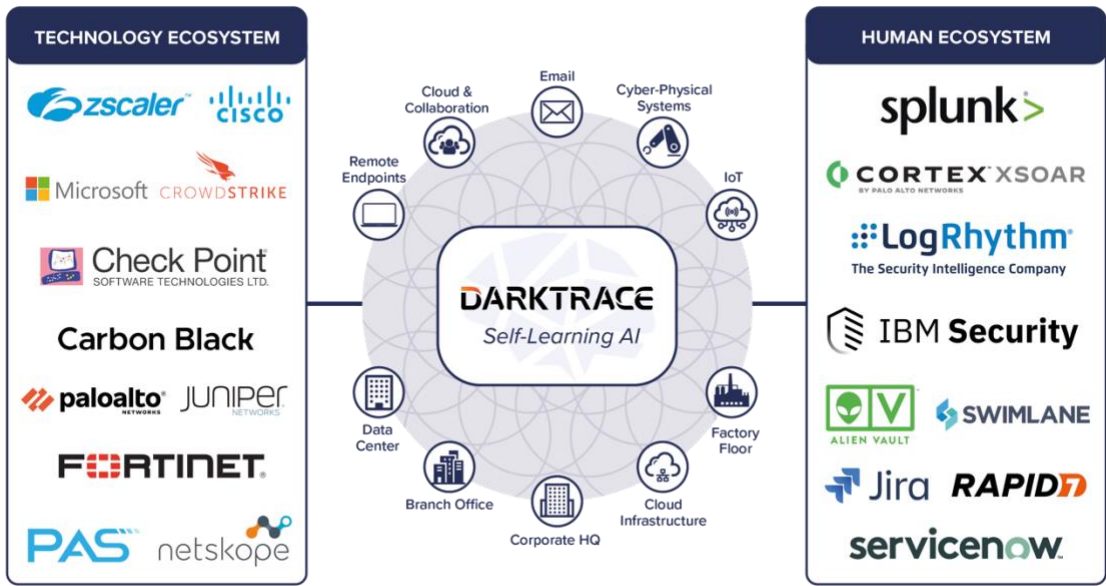
- 24/7 additional monitoring always provides an extra pair of eyes on your business
- Expert-level investigation from Darktrace's world-class threat analysts
- Saves critical time in understanding the nature of a high-priority alert
- Jump-starts remediation with crucial support for strained security teams
- Monthly SOC report identifying serious security incidents, including top threat trends across our customer base

Seamless Integrations

Darktrace is committed to ensuring that you receive the maximum value from our world-class technology – which is why our AI seamlessly integrates with your existing defenses via one-click integrations and custom templates to meet your bespoke needs.

As today’s digital business becomes increasingly characterized by distributed users, diverse applications, and disjointed security solutions, unifying your defensive posture is critical. To achieve this, Darktrace integrates with SOAR and SIEM tools, firewalls, endpoint security, data lakes, as well as archiving and forensics solutions. It can integrate with existing SOC’s and use data surfaced by tools already deployed in an environment for enriched data correlation.

Through the Darktrace Customer Portal, your organization will be able to activate our one-click integrations. This extension to your deployment is free of charge and enables Darktrace’s Self-Learning AI to instantly ingest new forms of telemetry, share bespoke AI insights across established workflows, and interoperate with a wide range of technologies to deliver both Autonomous Response and Cyber AI Analyst insights across email systems, inline defenses, and collaboration platforms. This automates your security processes – enabling teams to focus on more strategic tasks.



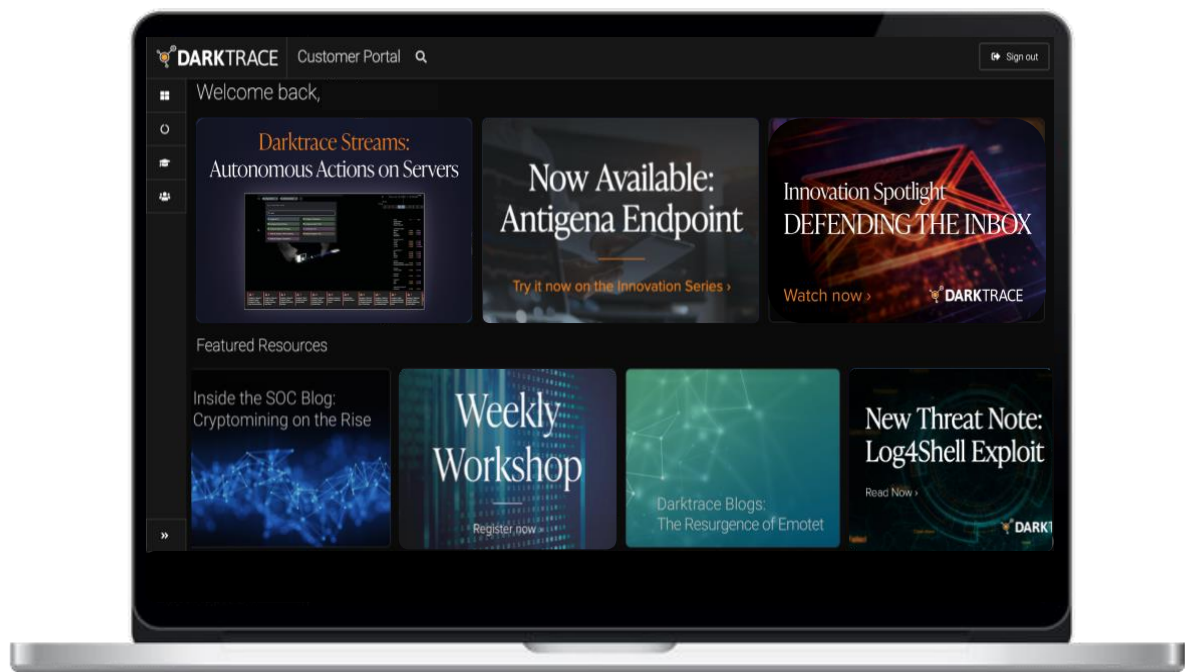
Darktrace Innovation Series

As we saw in 2020, everything can change in an instant. But few areas have had to pivot as quickly as cyber security. In a matter of days, CISOs and CIOs had to facilitate the transition to a dynamic mode of working, ensuring high levels of employee productivity while keeping their data and digital systems secure. Making this possible was innovation – Darktrace's lifeblood.

To help your organization stay ahead of the latest challenges and secure the future of work, Darktrace are offering all customers an exclusive 30-day free activation of any part of the platform. This opportunity will renew every quarter, allowing you to protect the latest digital developments in your organization, with new platform updates continually being rolled out. These can be activated on our Darktrace Innovation Series page on the Customer Portal.

The Darktrace Innovation Series enables you to participate in our latest innovations as they develop, with exclusive access to our technology ahead of public release. As part of this program, Darktrace will provide you with a concise update of our innovations every quarter with the Innovation Series Brochure. You will also receive an invitation to the Darktrace Innovation Series Summit – a live streaming event exclusive to the Darktrace Customer Community where you'll hear from our technologists and customers about how they are getting value from deploying these innovations.

Throughout your 30-day free activation, you will receive a dedicated account team and access to a range of resources, including technical training materials and regular Threat Intelligence Reports.



Industry Analyst Reviews



“The incorporation of unsupervised, supervised, and deep learning into its product offering puts Darktrace well ahead of the game and makes it a compelling candidate for any enterprise’s cyber security tooling plans.”

Mike Sapien, Principal Analyst, Omdia



“This is probably the best use of visuals I've seen. I can see how somebody who doesn't necessarily have the experience or the knowledge can really quickly look at the Threat Visualizer and say that's where my problem is.”

Chase Cunningham, VP & Principal Analyst, Forrester Research



“[The Enterprise Immune System] is a unique product where machine learning/AI plays a core part in protecting, detecting, and responding to threats.”

Marsh Cyber Catalyst Insurers



“The need for skilled analysts is increasing and outstripping the supply, even with all of the educational programmes available. Tools like the Darktrace AI Analyst add power to the elbow; they’re a force multiplier for our scarce resource of human analysts.”

Jonathan Care, Research Director, Gartner



“Darktrace thrives in complex digital environments, as the technology is adaptive and continues to revise its understanding of ‘normal’ in light of new evidence, enabling it to detect and respond to threats that other tools miss, while providing complete visibility across the digital infrastructure.”

Jonas Knudsen, Research Director, IDC



“Darktrace’s ability to see and autonomously respond to the known knowns and unknowns is unparalleled by any other product out there and, with its expanded capabilities [in email] has ushered Darktrace to the leader of the pack.”

Alissa Knight, Senior Industry Analyst, Aite Group



“Darktrace’s autonomous response solution Antigena takes action against in-progress cyber-threats...The automatic quarantine response provides security teams valuable time to avoid major damage, especially when they can’t be on guard 24 hours a day.”

Jamie Snowdon, Principal Analyst, HFS Research

Customer Reviews



“Darktrace is helping us stay abreast of the changes that are happening in the digital space.”

CIO, McLaren Group



“We’re confident that Darktrace is able to evolve with our organization during this time of uncertainty.”

CISO, Better.com



“The fact that AI Analyst can investigate data and then tell a story about the wider incident is incredible, exactly what my team want to have at their fingertips.”

CTO, Bunim/Murray



“Darktrace is the single most valuable security tool my team uses today.”

CISO, Aptean



“Darktrace gives our team complete real-time coverage across our SaaS applications and cloud.”

CIO, City of Las Vegas



“Autonomous Response is the future for defending against fast-moving and unpredictable threats, before they do damage.”

Associate Director of IT, Milton Keynes University Hospital



“When Antigena Email caught a spear phishing campaign that the leader in the Magic Quadrant missed, we were convinced. The trial was over.”

CIO, Numeris



“Cyber AI can detect cyber-threats before damage is done – whether they arise from an employee or from the industrial systems on our production floor. You need AI in place to quickly identify and respond to threats – you truly can’t put a dollar value on Darktrace.”

Director of Infrastructure and Technical Services, King’s Hawaiian



“For us, Autonomous Response technology combats the most sophisticated ransomware attacks out there and it does that within seconds of the threat emerging,” “Crucially, the AI responds intelligently which allows us to continue normal business operations uninterrupted. This is the future of security.”

CSO, SunLife

Gartner Peer Reviews

“Working with Darktrace is nothing short of excellent. They provide a fantastic service, and their solution has been scaled as our network has moved into the cloud and staff working from home.”

ICT Operations Manager, Services Industry



“With Darktrace we have managed to prevent phishing attacks at a big scale, data loss prevention, and easily identify similar gaps in security. The products are qualitative, with great level of details, [and] control.”

Security Engineer, Services Industry



“Darktrace is an essential component of our security platform, giving us unique and valuable capabilities to identify and remediate threats.”

CTO, Finance Industry



“Darktrace Antigena Email has proved an extremely reliable and effective solution.”

CIO, Services



“If you take security seriously, you need this product.”

IT Infrastructure Manager, Manufacturing



“Once deployed, you will find out that you have not seen anything before. The Darktrace appliance is fantastic.”

Head of IT, Manufacturing



“Antigena was the exact solution we needed. It provided the organization with the benefits of an effective SOC without the costs, overhead, contractual risk, and implementation pains.”

Senior Manager, Information Security & Compliance, Retail



“It is easy to use. Darktrace listens to its customers and continues to add features and improve its products. It is our first “go-to” for security.”

Chief Technology Officer, Media and Entertainment



“Our business is able to view network traffic in fine detail, finally. With the integration of Antigena ... we are able to leverage the force multiplier of machine learning as it relates to data security.”

CIO, Government and Defense



“An advanced email security solution that does what others can’t.”

Director of Information Systems, Transportation



“Antigena Email is a gamechanger in the email threat detection landscape.”

Director of Business Solutions & IT, Transportation



“Darktrace has quickly become my Threat Intelligence and Management team's favorite tool.”

AVP – Enterprise Information Security, Financial Services



“Darktrace is visionary – the leadership team are engaged, and they continue to develop their capability.”

Senior Director Information

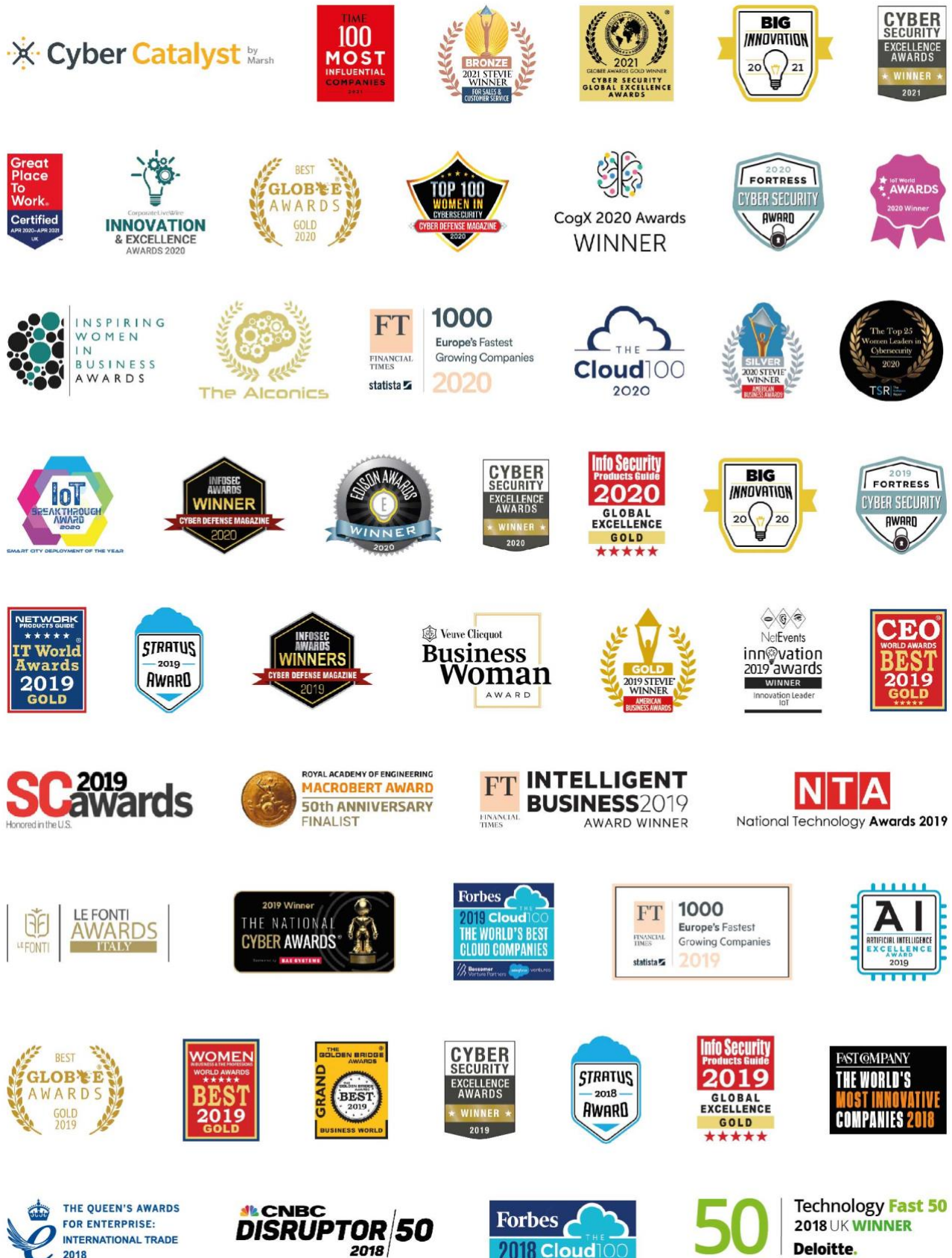


Selected Customers



NOT FOR DISTRIBUTION

Selected Awards



Darktrace Appliance Specifications

Darktrace appliances are highly tuned, high performance pieces of hardware that host the Darktrace platform. There are multiple types of Darktrace appliance, with different throughput capacities and options for data ingestion.

Darktrace's technical experts will help you decide which type of appliance you need based on the organization's bandwidth and the number of internal devices present.

DCIP-S: Ideal for small deployments with a limited number of devices. It can be configured as a probe to act as a collector in larger deployments. The DCIP-S appliance contains the following ports:

- 1 x out-of-band interface
- 1 x 1Gbe admin interface
- 3 x 1Gbe analysis ports

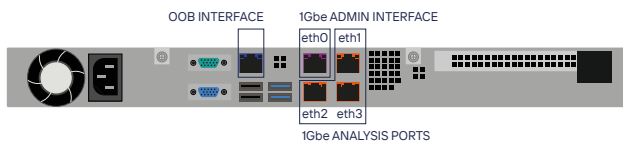


Figure 1: DCIP-S

DCIP-M: Small to Medium sized companies typically choose the Medium DCIP as they're 25x more powerful than a small in terms of connection count capacity. The DCIP-M appliance contains the following physical ports:

- 1 x out-of-band interface
- 1 x 1Gbe admin interface
- 3 x 1Gbe analysis port
- 2 x SFP+ analysis ports

DCIP-X2: The Darktrace DCIP-X2 series appliances are capable of ingesting data from multiple sources over different types of cable media. The X2 series is suitable for deployment in higher capacity environments and can operate as a master or probe as part of a distributed Darktrace deployment, or can function as a standalone device. The X2 series can be further expanded by additional network interface modules to provide further flexibility in deployment configuration. The DCIP-X2 appliance contains the following physical ports:

- 1 x out-of-band interface
- 1 x 1Gbe admin interface
- 1 x 1Gbe analysis port
- 2 x 1Gbe / 10Gbe analysis ports
- 2 x SFP+ analysis ports

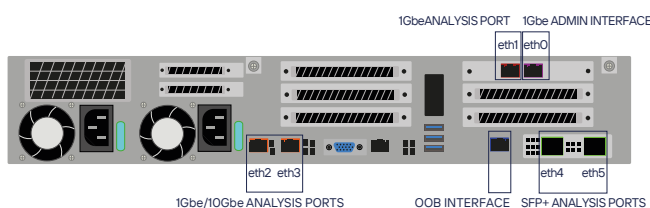


Figure 2: DCIP-X2

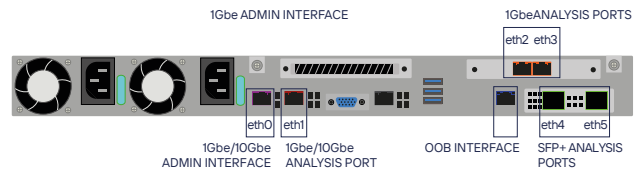


Figure 3: DCIP-M

DCIP-Z: The DCIP-Z series combine maximum processing power and high speed disk access. DCIP-Z appliances are suited to be placed as master appliances at the core of a high throughput master/probe distribution. The DCIP-Z appliance contains the following physical ports:

- 1 x out-of-band interface
- 1 x 1Gbe admin interface
- 1 x 1Gbe analysis port
- 2 x 1Gbe / 10Gbe analysis ports
- 2 x SFP+ analysis ports

DCIP-XA: The DCIP-XA appliance combines the hardware power of the DCIP-X2 series with an FPGA NIC designed to pre-process incoming traffic. XA appliances are suited as probe appliances for high bandwidth environments, for situations that would otherwise require multiple probe appliances. The DCIP-XA appliance has the following physical network interfaces:

- 1 x 1Gbe admin interface
- 1 x Out of Band interface
- 4 x 10Gbe SFP+ analysis port OR 1 x 40Gbe QSFP+ analysis port

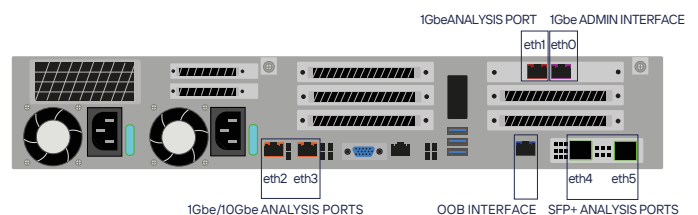


Figure 4: DCIP-Z

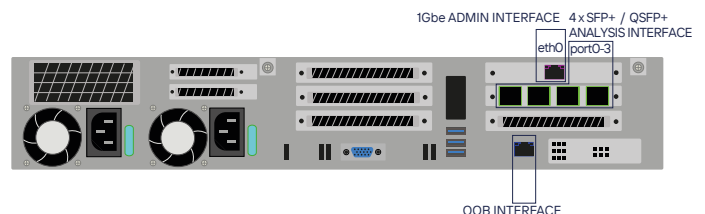


Figure 5: DCIP-XA

	DCIP-S	DCIP-M	DCIP-X2	DCIP-Z	DCIP-XA
Form factor	1U rack mountable (Half-depth)	1U rack mountable	2U Rack mountable	2U rack mountable	2U rack mountable
Dimensions (in)	17.32" x 14.57" x 1.73"	17.32" x 29.33" x 1.73"	17.32" x 29.33" x 1.73"	17.32" x 29.33" x 1.73"	17.32" x 29.33" x 1.73"
Dimensions (cm)	44 x 37 x 4.4	45 x 74.5 x 4.4	46 x 74.5 x 4.4	47 x 74.5 x 4.4	48 x 74.5 x 4.4
Weight (lbs / Kg)	13.3lbs / 6kg	33lbs / 15kg	51lbs / 23kg	51lbs / 23kg	51lbs / 23kg
Racking	19" rack	19" rack	19" rack	19" rack	19" rack
Admin Interface	1x10/100/1000 BASE-T	1x1000 BASE-T	1x1000 BASE-T	1x1000 BASE-T	1x1000 BASE-T
Remote Management Interface	1x10/100/1000 BASE-T	1x1000 BASE-T	1x1000 BASE-T	1x1000 BASE-T	1x1000 BASE-T
Copper analysis interphases	3x10/100/1000 BASE-T	3x1000 BASE-T	1x1000 BASE-T, 2x 10G BASE-T	1x1000 BASE-T, 2x 10G BASE-T	N/A
Fibre analysis interfaces	N/A	2x10Gbe/1Gbe SFP+	2x10Gbe/1Gbe SFP+	2x10Gbe/1Gbe SFP+	4x10Gbe/1Gbe SFP+ OR 1x40Gbe QSFP+ on FPGA NIC
Power Supply	Single 350W IEC 13C 100/240V	Dual 1100W IEC 13C 100/240V	Dual 1300W IEC 13C 100/240V	Dual 1300W IEC 13C 100/240V	Dual 1300W IEC 13C 100/240V
Power Consumption	Idle: 26W - 89 BTU/hr	Idle: 120W - 409 BTU/hr	Idle: 128W - 436 BTU/hr	Idle: 128W - 436 BTU/hr	Idle: 128W - 436 BTU/hr
	85%: 89W - 305 BTU/hr	85%: 359W - 1224 BTU/hr	85%: 365W - 1245 BTU/hr	85%: 365W - 1245 BTU/hr	85%: 365W - 1245 BTU/hr
	Max: 105W - 358 BTU/hr	Max: 418W - 1426BTU/hr	Max: 426W - 1453BTU/hr	Max: 426W - 1453BTU/hr	Max: 426W - 1453BTU/hr
Supported Expansion Modules	Can support one expansion model: <ul style="list-style-type: none"> 2-port 1G/10G SFP+ 2-port 1G RJ45 1000 BASE-T 4-port 1G RJ45 1000 BASE-T 	Can support one expansion model: <ul style="list-style-type: none"> 2-port 1G/10G SFP+ 2-port 10G RJ45 10000 BASE-T 2-port 1G RJ45 1000 BASE-T 4-port 1G RJ45 1000 BASE-T 	Can support up to three expansion models: <ul style="list-style-type: none"> 2-port 1G/10G SFP+ 2-port 10G RJ45 10000 BASE-T 2-port 1G RJ45 1000 BASE-T 4-port 1G RJ45 1000 BASE-T 	Can support up to three expansion models: <ul style="list-style-type: none"> 2-port 1G/10G SFP+ 2-port 10G RJ45 10000 BASE-T 2-port 1G RJ45 1000 BASE-T 4-port 1G RJ45 1000 BASE-T 	N/A
Safety Certificate	UL 60950-CSA 60950, EN 60950, IEC 60950 CB Certificate & Report, IEC 60950				
EMI Certification	FCC Part 15, Class A (CFR 47) (USA), ICES-003 Class A				

Peak sustained throughput, maximum unique internal devices and maximum connections per minute are dependent on the type of traffic analyzed, the behavior of the devices and the application of software features. The values in this table have been derived from real-world corporate networks, and refer to

a sustained rate, allowing for traffic peaks. Every network is different and so these metrics should be used as a guide only. In addition, the exact throughput capacity of any metric is dependent on the type and nature of the traffic seen by Darktrace.

	DCIP-S	DCIP-M	DCIP-X2	DCIP-Z	DCIP-XA
Maximim Unique Internal Devices Analyzed	6,000	30,000	50,000	100,000	50,000
Peak Sustained Throughput (Master)	500Mbps	3Gbps	5Gbps	5Gbps	20Gbps
Peak Sustained Throughput(Probe)	800Mbps	4Gbps	7Gbps	7.5Gbps	20Gbps
Connections Per Minute (Dedicated Master)	30,000	300,000	500,000	1,000,000	N/A
Connections Per Minute (Master)	20,000	200,000	250,000	500,000	350,000
Connections Per Minute (Probe)	40,000	300,000	500,000	600,000	500,000
Events Per Minute (Dedicated Master)	25,000	700,000	1,000,000	3,000,000	1,000,000
Events Per Minute (Master)	15,000	400,000	600,000	1,500,000	600,000

Notes:

- These are guidance numbers. Exact performance may vary depending on a number of factors that may be unique to the network being analysed, e.g. device connectivity patterns
- Capabilities are estimated on most current version of hardware at time of publication.
- Reducing bandwidth can increase CPM allowance. A 50% reduction in bandwidth can allow for a 50% CPM increase.
- Reducing CPM can allow for a bandwidth increase. A 50% reduction in CPM can allow for a 25% increase in bandwidth.
- Sustained throughput at stated maximums can result in overloading at peak times. It is recommended to stay below these maximum specifications to ensure consistent service. Some unsupervised learning may be turned off during periods of high load.



Staff Report

Meeting date: November 20, 2023

Agenda item: Special Olympics Texas Winter Games HOT Funds Application

Background: Staff has been in discussion with Special Olympics Texas regarding funding for their 2024 Winter Games. Special Olympics Texas was a recipient of a HOT Tax award for its 2023 Winter Games. The multi-event competition for individuals with intellectual disabilities is planned for February 16th, 17th and 18th 2024. The event will attract approximately 1750 hotel guests from an expanded area across Texas as well as Arkansas, Arizona, and Mexico. The 2023 event generated approximately 850 room nights. Bee Cave has additionally been approached for funding.

The request falls under the advertisement category for the funds and funds will be used to advertising, conducting solicitations and promotion programs to attract tourists, as well as a transportation system for tourists.

Fiscal Impact: SOTX has requested \$300,000 in HOT Funds support for the 2024 event.

Enclosure(s): Special Olympics Texas Winter Games HOT Funds Application

City of Lakeway HOT Tax Fund Application
Cover Letter

August 23, 2023

Tim Martin
President and CEO
Special Olympics Texas
4732 Whirlwind Dr.
San Antonio, TX 78217

Dear City of Lakeway,

We are requesting \$300,000 in HOT Tax funds to host our 2024 Special Olympics Texas Winter Games. We believe this request fits under your funding guidelines as we will promote and attract tourists and spectators from all across Texas to attend this event. We plan to bring in over 2,500 guests from all over Texas for this 3-day event. Special Olympics Mexico is bringing 32 delegation members to compete. We also plan to invite Athletes from Special Olympic Arkansas and Arizona to compete in the Winter Games.

Our mission and vision is to provide sports training and competition for children and adults with intellectual disabilities. We continue to promote inclusion within all communities and invite the community to be a part of our events. Special Olympics gives our Athletes continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills, and friendship with their families, other Special Olympics Athletes and the community.

If there are any questions or concerns, please do not hesitate to contact me at 512-947-8153.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Martin', with a long horizontal flourish extending to the right.

Tim Martin
President and CEO

APPLICATION

A - FUNDING CONSIDERATIONS CHECKLIST

Name of Event/Activity/Facility Special Olympics Texas Winter Games

If applicable, date of Event/Activity: Feb. 16-18, 2024

☒ Yes ☐ No Does your event/activity/facility pass Part One of the statutory test, defined specifically as directly enhancing and promoting visitors in Lakeway AND directly enhancing and promoting the convention and hotel industry in Lakeway?

☒ Yes ☐ No Does your event/activity/facility pass Part Two of the statutory test, defined specifically as fitting into one or more of the following categories?

Please check which category or categories:

- ☐ Convention center facilities or visitor information centers
- ☐ Facilities, personnel and materials for registration of convention delegates
- ☒ Advertising, and conducting solicitations and promotional programs to attract tourists and convention delegates
- ☐ Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording
- ☐ Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area
- ☐ Funding of signage directing the public to sights and attractions that are frequently visited by hotel guests.
- ☒ Funding of privately owned and operated transportation systems to transport tourists from hotels in and near the city to touristic attractions in or near the City. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the general public.

- ☒ Yes ☐ No Is your application filled out thoroughly and completely, and are all required pages attached?
- ☒ Yes ☐ No Is your request for funding in accordance with the maximum funding guidelines?
- ☒ Yes ☐ No If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/facility?
- ☒ Yes ☐ No If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully?
- ☒ Yes ☐ No Have you documented how you will accurately track out-of-town guests, showing that your event will attract tourists that will directly support visitors and the hotel and convention industry in the area?
- ☒ Yes ☐ No Is your request for fifty percent (50%) or less of your total projected gross revenue from the event/activity/facility?
- ☒ Yes ☐ No If you are applying under the Advertising category, is your request for fifty percent (50%) or less of your total projected advertising expenditures and have you documented your entire advertising budget?
- ☒ Yes ☐ No Is your request no more than a one-to-one match for your event/activity/facility and does your application list anticipated matching funds?
- ☒ Yes ☐ No If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished *in advance* of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards, internet advertising?

B – FUNDING REQUEST

Organization Information

Date:

11/9/23

Name of Organization:

Special Olympics Texas

Address:

4732 Whirlwind Dr.

City, State, Zip:

San Antonio, TX 78217

Contact Name:

Chad Eason

Contact Phone Number:

(512) 947-8153

Web Site Address for Event/Activity/Facility:

www.sotx.org

Is your organization: Non-Profit ☒ Private/For Profit ☐

Tax ID #: 74-1998367

Organization's Creation Date: 1969

Purpose of your organization:

Provide year-round sports training and competition for individuals with intellectual disabilities, giving them opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other athletes and the community.

Event/Activity/Facility Information

Name of Event/Activity/Facility:

Special Olympics Texas Winter Games

Date of Event/Activity:

2/16-2/18/24

Primary Location of Event/Activity/Facility:

HCI Sports+Fitness, Lake Travis ISD, Star Hill Ranch, local hotels

Amount of HOT Funding Requested:

\$300,000.00

FUND USAGE: How will the funds be used?

These funds will be used to promote this event to engage the community and bring attention to the Lakeway area as well as increase participation in the games, attract engagement with local businesses, and enable SOTX to invite athletes from other states and countries to compete in Winter Games. These funds will help support their efforts in attending competition.

Primary Purpose of Funded Event/Activity/Facility:

This event is the statewide competition for floorball, powerlifting, and volleyball. Athletes and teams from all across Texas and beyond will get the chance to compete against the best in Texas and surrounding areas. This event brings awareness to the ID/DD community and will provide opportunities for the community to volunteer with our athletes.

Check which statutory categories apply to funding request AND amount requested under each category:

- ☐ **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

\$ _____

- ☐ **Registration of convention delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

\$ _____

- ☒ **Advertising, and conducting solicitations and promotional programs to attract tourists and convention delegates:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

\$ 295,000

- ☐ **Promotion of the arts:** the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

\$ _____

- ☐ **Historical restoration and preservation projects or activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

\$ _____

- ☐ **Signage:** Funding of signage directing the public to sights and attractions that are frequently visited by hotel guests. Must comply with all signage regulations.

\$ _____

- ☒ **Transportation Systems for Tourists:** Funding City or privately owned and operated transportation systems to transport tourists from hotels in and near the city to touristic attractions in or near the City. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the general public.

\$ 5,000

Questions for ALL Funding Requests

How many years have you held this event/activity?

32 years

Expected attendance:

2,500

How many people attending the event/activity/facility will use Lakeway hotels, motels, inns or bed-and-breakfast establishments?

1,750

How many nights will they stay?

2 nights minimum

Do you reserve a room block for this event/activity/facility at an area hotel and, if so, for how many rooms and at which hotels?

Yes. All rooms at all Lakeway hotels

Please list other years (over the last three years) that you have hosted your event/activity/facility, and list the amount of assistance given from HOT funding and the number of hotel rooms used:

City Month/Year Held Assistance Amount Number of Hotel Rooms Used

2023 - 856

2022 - 400

2020 - 700

How will you measure the impact of your event/activity/facility on area hotel activity?

Quintrooms books and tracks all room nights utilized

Please list all other organizations, government entities and grants that have offered financial support to your event/activity/facility, and respective amounts:

City of Bee Cave

12

Please check all promotion efforts your organization is coordinating, and list the amount financially committed to each media. List the HOT funding allocation and your organizations matching funds allocation.

	<u>HOT</u>	<u>Match</u>
<input type="checkbox"/> Internet	\$ _____	\$ _____
<input type="checkbox"/> Newspaper	\$ _____	\$ _____
<input checked="" type="checkbox"/> Radio	\$ _____	\$ _____
<input checked="" type="checkbox"/> TV	\$ _____	\$ _____
<input checked="" type="checkbox"/> Press releases to media	\$ _____	\$ _____
<input type="checkbox"/> Direct mailing to out-of-town recipients	\$ _____	\$ _____
<input checked="" type="checkbox"/> Other	\$ <u>295,000</u>	\$ <u>295,000</u>

What specific geographic areas do your advertising materials and promotions reach?

State of Texas, but including other states who will share as well

What number of individuals *located in another city or county* will your proposed marketing reach?

85,000 Weekly newsletter subscribers, 35,000 social media followers

[Answer the following one (1) question only if the funding request is for a permanent facility such as a museum or visitor center]

Expected Attendance Monthly/Annually: _____

Please note percentage of those in attendance that are staying at area hotels or lodging facilities:

_____ .

Application Packets should be returned in accordance with the deadlines of submission referenced on page 1 to:

***City of Lakeway
ATTN: Finance Director
1102 Lohmans Crossing
Lakeway, TX 78734***

C - PUBLICITY FACT SHEET

Please provide the following information so that your event/activity/facility can be promoted accurately and effectively by the City of Lakeway. Return the completed form to City of Lakeway, ATTN: Finance Director, 1102 Lohmans Crossing, Lakeway, TX 78734.

Name of event/activity/facility: Special Olympics Texas Winter Games

Date(s) of event/activity: Feb. 16-18, 2024

Sponsoring organization: Special Olympics Texas

Admission charge, if any: N/A

Group rates, if available: N/A

Location of event/activity/facility: ACL Sports & Fitness, Luke Trawis JSD, Star Hill Ranch, local hotels

Hours of operation: 2/16 (9a-9p), 2/17 (8a-7p), 2/18 (8a-2p)

Free/paid parking, availability of parking, availability of motorcoach parking, availability of camping:

Bus shuttle transportation available

Brief publicity description [Please include, in fifty words or less, what you want the public to know about your event/activity/facility]

Special Olympics Texas invites you to be a part of the 2024 Winter Games! Come out and volunteer as a referee, scoreboard operator, powerlifting judge, or many other roles. You can also come out and cheer on our athletes as fans in the stands.

Publicity contact person: Dave Norris

Contact's telephone number: (512) 514-4305 Fax number: _____

Contact's e-mail address: dnorris@sotx.org Website: www.sotx.org

Best time to contact: M-F 8:30a-5p

Staff Report

Meeting date: November 20, 2023

Agenda item: Presentation from Google Fiber

Background: Google Fiber reached out to the City of Lakeway to explore the potential of fiber service for the City of Lakeway, City of Bee Cave and the Village of the Hills.

The item tonight is for the City Council and residents to receive a presentation from Google Fiber about their proposal, including have Google provide details on installation method, timing of installation and timing of service to residents. City staff is working with Google Fiber on the license agreement that would permit Google to locate within the City of Lakeway's right-of-way and will work to bring this back in December for approval of the agreement.

Fiscal Impact: Revenue from Franchise Fees

Enclosure: None.

Staff Report

Meeting date: November 20, 2023

Agenda item: Discussion on License Plate Readers

Background:

I requested this agenda item to refresh the discussion on License Plate Reader (LPR) technology and its place in Lakeway. My goals for the conversation are as follows:

- 1) To determine whether the Council supports continued research on, and movement toward, the implementation of LPR technology by the Lakeway Police Department (LPD).
- 2) To understand the public policy considerations that are important to the Council, should the Council support LPR implementation.
- 3) To align on the timeline and phases of implementation, should the Council support LPR implementation.

The first version of LPR technology debuted in England in the late 1970s, and the technology came to the United States in the 1990s. Since then, LPR technology has become increasingly common in our society. According to a 2020 International Association of Chiefs of Police survey, approximately 40% of surveyed public safety agencies currently use LPR technology. Closer to home, more than a dozen cities in the Central Texas area currently use LPR technology for public safety purposes. Additionally, many private companies or entities use LPR technology for security purposes or for more efficient application of their services. Finally, LPR technology has had a presence in Lakeway as well. The Lakeway Municipal Court used LPR technology several years ago as a tool for the now disbanded City Marshal program. Additionally, a local HOA installed some LPR cameras in 2021; though those cameras were taken down.

The technology operates by using high-speed cameras to capture the license plates of passing vehicles. The license plate and vehicle information is then processed by software that saves information such as the license plate, type of vehicle, and the location, date, and time of capture. The software then cross-checks that data with police databases that contain license plates of interest. The main public safety uses for LPR are: investigative leads, arrest warrant detection, crime prevention and parking enforcement.

Although empirical research is sparse, some of the research that exists suggests LPR use is effective at preventing crime. Anecdotal information shared in Policing circles paints a clear picture that LPR technology is effective in assisting with the location of missing persons, the apprehension of violent or

wanted criminals, the recovery of stolen vehicles, etc. Locally, Bee Cave PD, Sunset Valley PD, Pflugerville PD and Round Rock PD report great success in individual cases, as well as data showing a reduction in some crime. Pflugerville PD, for example, has reported sharp reductions in shoplifting, burglary of vehicles and theft of vehicle parts. In 2022 alone, Sunset Valley PD recovered over 50 stolen vehicles after implementing LPR in February of that year.

Should Council support further research on this topic, LPD would examine implementation options, such as: LPR in patrol vehicles, LPR at fixed locations, portable LPR devices and LPR technology via cell phone apps. LPD is currently underway with upgrading our in-car video system to Axon's Fleet 3 technology. The upgrade is part of a normally scheduled technology upgrade, but Fleet 3 has LPR technology built into the system. While LPD has chosen not to activate the LPR technology, we could easily do so with approval of Council. Should we do so, LPD would incur no additional costs from Axon.

While effective, there are disadvantages to vehicle mounted LPR. The primary disadvantage is that the vehicle has to be present to capture the license plate. This is where fixed LPR comes into play. Many local cities have placed LPR cameras at strategic locations throughout their cities. These cameras capture vehicle data 24/7/365. Depending on the amount of coverage desired, we estimate it would take between 4 -12 cameras to cover the main ingress/egress points and most commonly travelled roadways in Lakeway.

Portable LPR and cell phone LPR are other deployment options. Typically, portable LPR consists of cameras mounted to a trailer that can be towed and deployed as needed based on crime trends and other intelligence. This achieves the advantages of fixed LPR, just not on a consistent basis. Cell phone LPR mimics some of the advantages of vehicle mounted LPR, but allows the officer to use LPR technology while away from a vehicle.

I see clear advantages to the implementation of LPR technology from a crime fighting and public safety perspective. However, it is critical that we maintain public trust while working to enhance public safety. We must strike the right balance between privacy and security. People have legitimate fears and concerns about government surveillance and data capturing programs. If we are to successfully implement LPR in Lakeway, we must have effective policy and proper process management, as well as an appropriate amount of transparency. LPD is actively reviewing available LPR policy examples and working to craft a policy that addresses the needs of the police department and those of the Lakeway community.

Common policy considerations include: the type of information being gathered or searched for, data retention rules, data access restrictions, data sharing guidance, privacy considerations and audit requirements. LPD would restrict the use of LPR technology to public-safety related objectives. Similarly, we would restrict access of the data to those who have a public-safety need and/or right to access the data; this would include other law enforcement agencies. To ensure compliance, LPD would implement audit requirements and protocols so that we know who has accessed our data, and why. As for data retention, the most common retention period, according to the IACP survey, is 31 – 90 days. I favor longer retention periods for investigative purposes, and may elect to store data longer than 90 days. As a comparison, LPD currently has a 191-day minimum retention on body camera video. We will continue to examine this issue and include clear guidance in the policy.

An additional consideration is data storage. While LPD would retain ownership of the data, the most likely scenario is LPR technology implementation that stores data in the cloud. For example, any LPR data captured by the Fleet 3 system would be retained in Evidence.com, which is the system we use for our body camera and car-camera video storage. If we captured LPR data on a different system, the data would go into their cloud system for storage and analysis. As owners of the data, LPD would have the ability to choose whether to share the data with other law enforcement agencies. My position is that data sharing with other agencies is an important part of maintaining public safety.

Fiscal Impact: As stated previously, the implementation of LPR via the Fleet 3 system should incur no additional cost. Research indicates that fixed LPR technology range from \$1200 - \$3000 per unit. Additional research will need to be done to refine the cost structure.

Enclosure(s): Copy of the IACP Survey on License Plate Reader Systems

LICENSE PLATE READER (LPR) SYSTEMS: SURVEY OF POLICE USE OF LPR

Published 2022



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1. Introduction

As police innovation continues to unfold, technological advancements such as the use of body-worn cameras and License Plate Readers (LPR) have become more widespread. However, this increase exists alongside growing scrutiny of their use, namely surrounding issues of privacy and public trust. LPR, in particular, has garnered significant public attention. The technology operates by using high-speed cameras to capture the license plates of passing vehicles and software that saves information such as the location, date, and time of capture, then cross-checks that data with police databases that contain license plates of interest. This technology is able to capture hundreds of reads in just minutes, and some LPR systems store large amounts of data that police departments have access to. Although research is sparse, there is some evidence that suggests LPR use is effective at preventing crime.¹ However, police must navigate a balance between protecting the privacy of community members and ethical use of the technology versus the benefits LPR provide for public safety. Thus, it is important to find ways in which law enforcement agencies can leverage the benefits of LPR for public safety while protecting individuals' privacy rights and maintaining or improving public trust.

In order to reassess and expand upon the scope of current LPR implementation, deployment, and operational usage among law enforcement agencies throughout the United States, the International Association of Chiefs of Police (IACP) conducted a survey of police LPR. The survey was created with input from a group of subject-matter experts and police practitioners drawn from the IACP's membership. Distributed with cooperation from the State Associations of Chiefs of Police (SACOP) in late 2020, the survey yielded 1,237 agency respondents. Additionally, a focus group of a subset of the agencies surveyed was held in 2021 with more than 40 law enforcement officers, including department leaders. The results of the survey indicated various patterns of LPR use, and the focus group provided clarity in interpreting those results.

Throughout this report, a prior survey conducted by the IACP in 2009 is referenced for comparison.² The current survey, however, is a separate and independent effort from that survey and was not conducted with the same methods or the same level of rigor as the 2009 survey. Thus, any comparisons drawn should be interpreted only as approximations. This report builds on previous research and aims at firstly, understanding the practical challenges police face

¹ See Taylor, B., Koper, C. S. & Woods, D. J. (2011a). Combating auto theft in Arizona: A randomized experiment with license plate recognition technology. Final report to the National Institute of Justice, U.S. Department of Justice. Washington, DC: Police Executive Research Forum ; Taylor, B., Koper, C. S., & Woods, D. J. (2012). Combating auto theft in Arizona: a randomized experiment with license plate recognition technology. *Criminal Justice Review*, 37(1), 24–50 ; Koper, Christopher S., Bruce G. Taylor, and Daniel J. Woods. 2013. "A Randomized Test of Initial and Residual Deterrence from Directed Patrol and Use of License Plate Readers at Crime Hot Spots." *Journal of Experimental Criminology* 9(2): 213-244.

² See David J. Roberts and Meghann Casanova, *Automated License Plate Recognition (ALPR) Systems: Police and Operational Guidance for Law Enforcement*, Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2012, https://www.theiacp.org/sites/default/files/IACP_ALPR_Policy_Operational_Guidance.pdf.

in implementing and managing technology; secondly, developing policy recommendations for LPR use; and finally, empowering police leaders to use LPR and other technology effectively and ethically.

2. Results

The survey consisted of 35 questions addressing usage and type of LPR systems, agency policy, and data retention and management. Respondents also had the opportunity to add comments to their answers to provide more context to their responses.

2.1 Respondent Demographics

Although respondents were not sampled randomly and should not be interpreted as a representative sample, the demographic composition of agencies included in this survey closely mirrors that of police agencies in the United States, with the exception of sheriffs' offices,³ shown in Table 1. The current survey was completed by 1,237 law enforcement agencies in 39 states. Local/municipal agencies were slightly over-represented in this survey, as were mid-sized agencies. Small agencies of less than 50 officers – which make up most police agencies in the United States – were slightly under-represented. Some degree of self-selection bias may be present in the agencies that chose to participate in this survey.

Table 1: Respondent Demographics

	Police Agency US Population ⁴ (N=17,442)	Survey Respondents (N = 1,088) ⁵
Agency Type		
Local/Municipal	72.78%	88.89%
Sheriff/County	17.58%	2.5%
College/University	3.77%	4.67%
State	2.86%	3.64%
Other	1.76%	0.47%
Tribal	1.01%	0.19%
Federal	0.24%	-

³ Although sheriffs' offices are eligible to join policing associations, sheriffs' offices may be underrepresented here because of the distribution methods used, which focused on police organizations.

⁴ United States Department of Justice, Office of Justice Programs, Bureau of Justice Statistics Law Enforcement Agency Roster (2016) ; Federal Bureau of Investigation, Crime in the United States, 2019: Police Employee Data, <https://ucr.fbi.gov/crime-in-the-u.s/2019/crime-in-the-u.s.-2019/topic-pages/police-employee-data>.

⁵ Although 1,237 surveys were returned, only 1,088 provided information on the size of their agency; 149 respondents elected not to disclose this information.

	Police Agency US Population ⁴ (N=17,442)	Survey Respondents (N = 1,088) ⁵
Agency Size		
Small (0-49)	86.09%	75.64%
Medium (50-999)	13.35%	23.81%
Large (1000+)	0.57%	0.55%
Population Served		
Less than 25,000	67.86%	69.00%
25,000 - 49,999	7.47%	14.00%
50,000 - 99,999	4.11%	9.00%
100,000 - 249,999	1.86%	3.00%
250,000 - 499,999	0.46%	1.00%
500,000 - 999,999	0.2%	1.00%
1 million or more	0.1%	1.47%

2.2 LPR Use

Of the responding agencies, 40% reported that they currently use an LPR system, while 52% reported that they had never used an LPR system (the remaining 8% reported that they had used an LPR system in the past but were no longer using it). This is a large increase compared to results from a survey IACP conducted in 2009 that reported only 23% of agencies surveyed were using LPR. Consistent with the 2009 survey, the current survey indicated that larger agencies

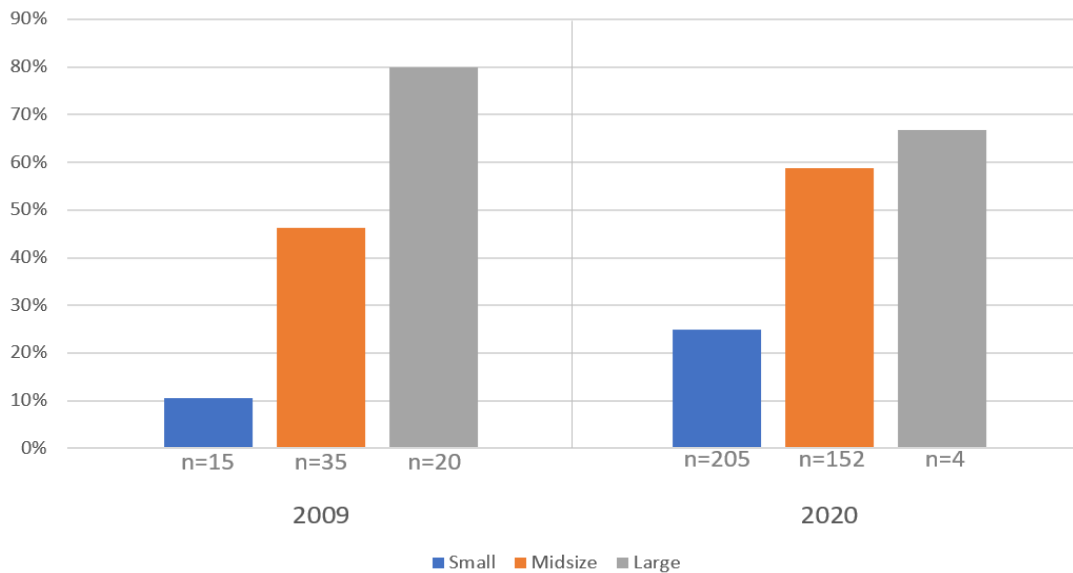


Figure 1: LPR Use by Agency Size, 2009 to 2020

were more likely to use an LPR system than were smaller agencies, although the disparity has decreased, shown in Figure 1.⁶ The current survey also identified that state agencies were more likely to report using an LPR system than were other types of agencies.

Most (86%) agencies using LPR systems reported fewer than 10 deployable units. Vehicle-mounted and stationary/fixed units were most common, while portable units mounted on something other than a vehicle were less common. Most (74%) agencies using an LPR had been using the LPR system for somewhere between one and 10 years. Of the respondents who said they were not currently using LPR systems, cost of acquisition was the biggest reason they cited for not using the technology (illustrated in Figure 2), and this was especially true among small agencies.

The current survey did not ask specifically for examples of how LPR is used. However, the focus group identified three main purposes: investigations, crime prevention, and traffic/parking enforcement. These results loosely align with the results of the 2009 survey which indicated recovering stolen vehicles, traffic enforcement, and investigations as the most common purposes of LPR.⁷ This topic was identified as an area for further exploration (See [Section 4](#)).

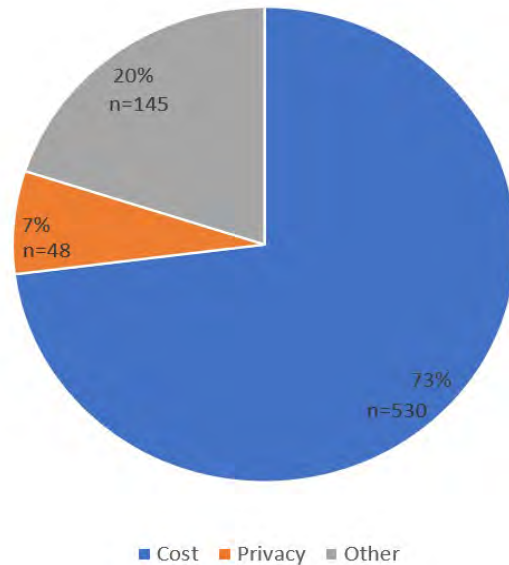


Figure 2: Barriers to LPR Use

Interestingly, most agencies using LPR systems participated in shared usage arrangements with other agencies, though the specifics of these arrangements varied. Approximately 80% of respondents reported sharing data in 2020, compared to only 40% in 2009.⁸ These survey results led to some obscurity in who owns the LPR systems and the data gathered from them and who has authority to control the systems and the data gathered from them. The focus group participants distinguished between sharing *systems* and sharing *data* from those systems; data access to a single system was often much wider than that of the agency who owned or controlled the system. This area is changing and developing as technology continues to advance.

Regarding access to the databases, 69% of agencies reported that all employees needed a specific purpose in order to access or search the LPR database. Another 22% of respondents

⁶ David J. Roberts and Meghann Casanova, *Automated License Plate Recognition (ALPR) Systems: Police and Operational Guidance for Law Enforcement*, Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2012, https://www.theiacp.org/sites/default/files/IACP_ALPR_Policy_Operational_Guidance.pdf.

⁷ Roberts & Casanova, *ALPR Systems: Police and Operational Guidance for Law Enforcement*.

⁸ Roberts & Casanova, *ALPR Systems: Police and Operational Guidance for Law Enforcement*.

reported that a limited group of employees could access the database without a specific purpose, but other employees needed justification or could not access it at all. Nine percent reported that no specific purpose was required to access the database for any employee. In some cases where agencies shared systems, agency employees could access the system, but the information returned was limited, and additional approval was needed to obtain further data. Thus, system-sharing or data-sharing agreements make the options for data access more complex.

Users of the LPR system were trained in 88% of responding agencies using LPR. Generally, training focused on technical aspects of the system and how to use. In the other 12% of responding agencies, training was not required to use the system. Although many survey participants indicated that training was required to use the system, discussion in the focus group uncovered that these trainings tended to be vendor-run, short in duration, and only issued before initial access to the system without recurring refresher training.

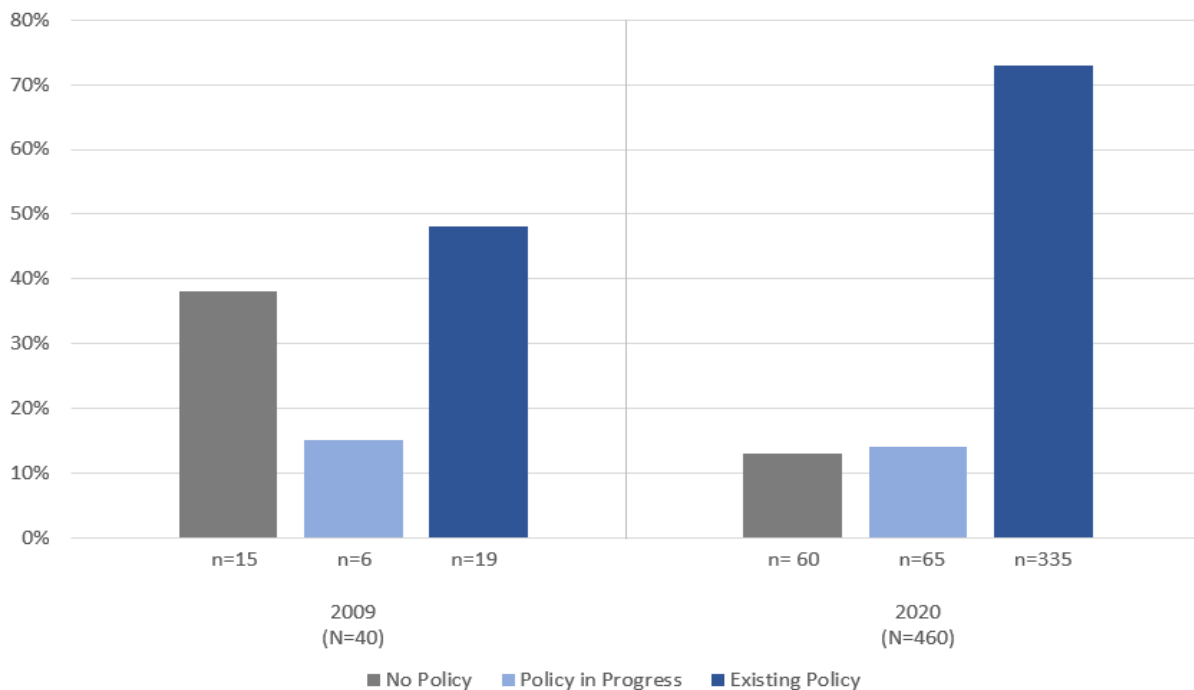


Figure 3: Prevalence of Agency LPR Policy

2.3 Policy

Among respondents using an LPR system, 77% had a policy in existence, and another 14% were developing a policy for their agency, shown in Figure 3. This is an increase from 2009 when only 48% of agencies using LPR had a policy, and 15% were in the process of developing a policy.⁹ The current survey indicated agency policies were influenced by state and/or local legislation, vendor

⁹ Roberts & Casanova, *ALPR Systems: Police and Operational Guidance for Law Enforcement*.

recommendations, and legal guidance. Of those agencies that had a policy in place or in development, 73% of agency policies specified data retention conditions, while 12% referenced a separate government data retention policy, and 15% did not specifically include data retention periods in their policy. Most (63%) specified guidance for maintaining hotlists, and most (62%) also included a statement on motorists' privacy.¹⁰ Most of the 13% of responding agencies who did not have a policy participated in a shared LPR system such that another agency owned the system and set policy.

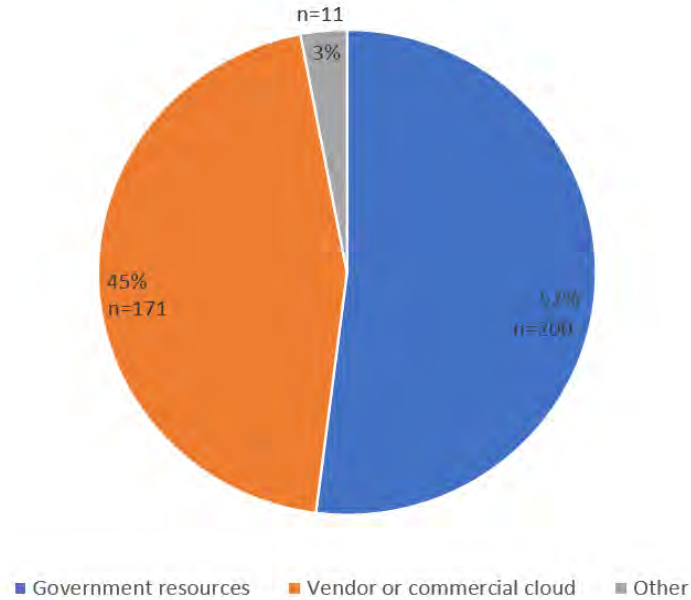


Figure 4: Data Storage Locations

2.4 Data Management

Questions on data management showed a high non-response rate, with approximately one-third of responses in this section left blank. It is possible that respondents were not comfortable sharing their data management practices. However, it may be more likely that respondents did not know the specific details of their agency's data management practices and so chose to leave these questions unanswered. As many agencies share LPR systems with other agencies, this may further complicate data management. If, for example, the responding agency used an LPR system owned by another agency, the respondent may not have had complete knowledge of the system's data management policies.

The survey asked about data retention periods and provided an ordinal scale for response, along with an option indicating that no retention period was specified in their policy. Across all data types specified in the survey, the most frequent answer was that the agency had no specific data retention policy. This was the case in approximately 25% of responding agencies, compared to the 52% who had no data retention policy in 2009.¹¹ However, during the focus group, some participants clarified that the laws of their state specified LPR data retention periods, and thus, their agency policy did not. Of those that did specify retention periods in the current survey, 31-90 days was the most common duration (similar to the 2009 survey which indicated common

¹⁰ Further, only 5% (n=20) of agencies using LPR had a publicly published Privacy Impact Assessment.

¹¹ David J. Roberts and Meghann Casanova, *Automated License Plate Recognition (ALPR) Systems: Police and Operational Guidance for Law Enforcement*, Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2012, https://www.theiacp.org/sites/default/files/IACP_ALPR_Policy_Operational_Guidance.pdf.

retention periods of 90 days to six months¹²). Moreover, 75% of agencies in the current survey noted that their agency allowed for retention beyond the specified period for alerts associated with a criminal incident.

More than half (52%) of agencies stored their data on government resources, while slightly less than half (45%) stored their data on a cloud, and 3% indicated some other method of data storage such as a hybrid approach (depicted in Figure 4).

Responding agencies were also asked about the frequency at which they audit their LPR databases. The majority of agencies (56%) reported that they did not perform regular audits of their LPR programs. Among those who did conduct regular audits, they were most often performed on an annual or quarterly basis. This data is shown in Figure 6. Similarly, 87% of respondents reported that they were not required to regularly run statistical reports of the system.

3. Implications

Recent advancements in technology have allowed for capabilities that were previously thought to be impossible. Technology has helped make work more effective and society more efficient. Yet, the increased reliance on technology also poses increased concerns about individuals' privacy. In the case of LPR, police may have access to large amounts of data with the potential to be mis-used, conflicting with Constitutional rights to privacy. Although data from LPR are generally not considered personally identifiable information to be protected,¹³ community-police relations have emerged as paramount concern, making public trust imperative.

¹² David J. Roberts and Meghann Casanova, *Automated License Plate Recognition (ALPR) Systems: Police and Operational Guidance for Law Enforcement*, Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2012, https://www.theiacp.org/sites/default/files/IACP_ALPR_Policy_Operational_Guidance.pdf.

¹³ See Lauren Fash, 2019, *Automated License Plate Readers: The Difficult Balance of Solving Crime and Protecting Individual Privacy*. Maryland Law Review Online, 78, pp. 63-98 ; International Association of Chiefs of Police, Privacy impact assessment report for the utilization of license plate readers, September 2009, https://www.theiacp.org/sites/default/files/all/k-m/LPR_Privacy_Impact_Assessment.pdf.

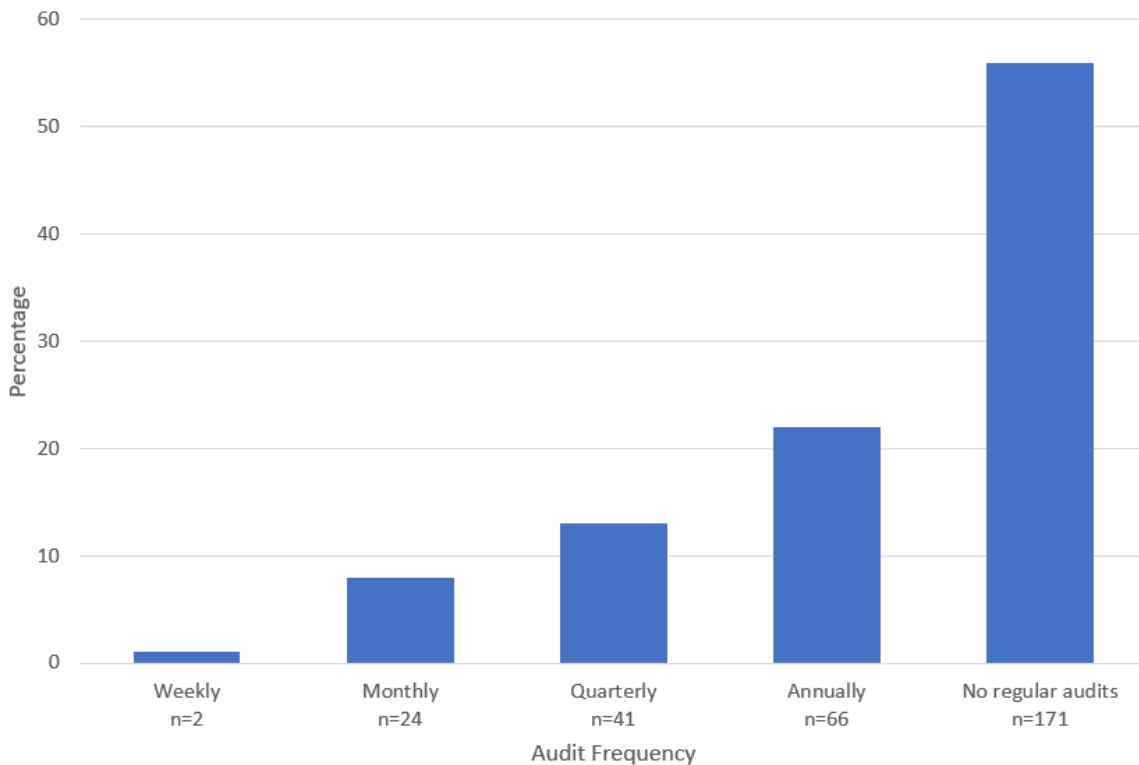


Figure 5: Audit Frequency

Lum et al. (2010)¹⁴ assert that LPR use can be thought of as a continuum. As the use of LPR becomes more complex (more interconnected to other data sources, longer data retention periods, etc.), community concern is heightened, as shown in Figure 7. Lum et al. conducted a community survey and found that community members were generally supportive of immediate uses of LPR but believed that data should only be stored for longer periods of time if it could be helpful to solving serious crimes. Although still generally supportive of LPR, opposition toward the technology increased regarding LPR use that stored long-term data on “average” members of the community not associated with a crime. The study suggested that one way to potentially mitigate public concerns about LPR use may be to require approval or permission before LPR data can be saved.

¹⁴ Cynthia Lum, Linda Merola, Julie Willis, and Breanne Cave. License Plate Recognition Technology (LPR): Impact Evaluation and Community Assessment. 2010. https://cebcp.org/wp-content/evidence-based-policing/LPR_FINAL.pdf.

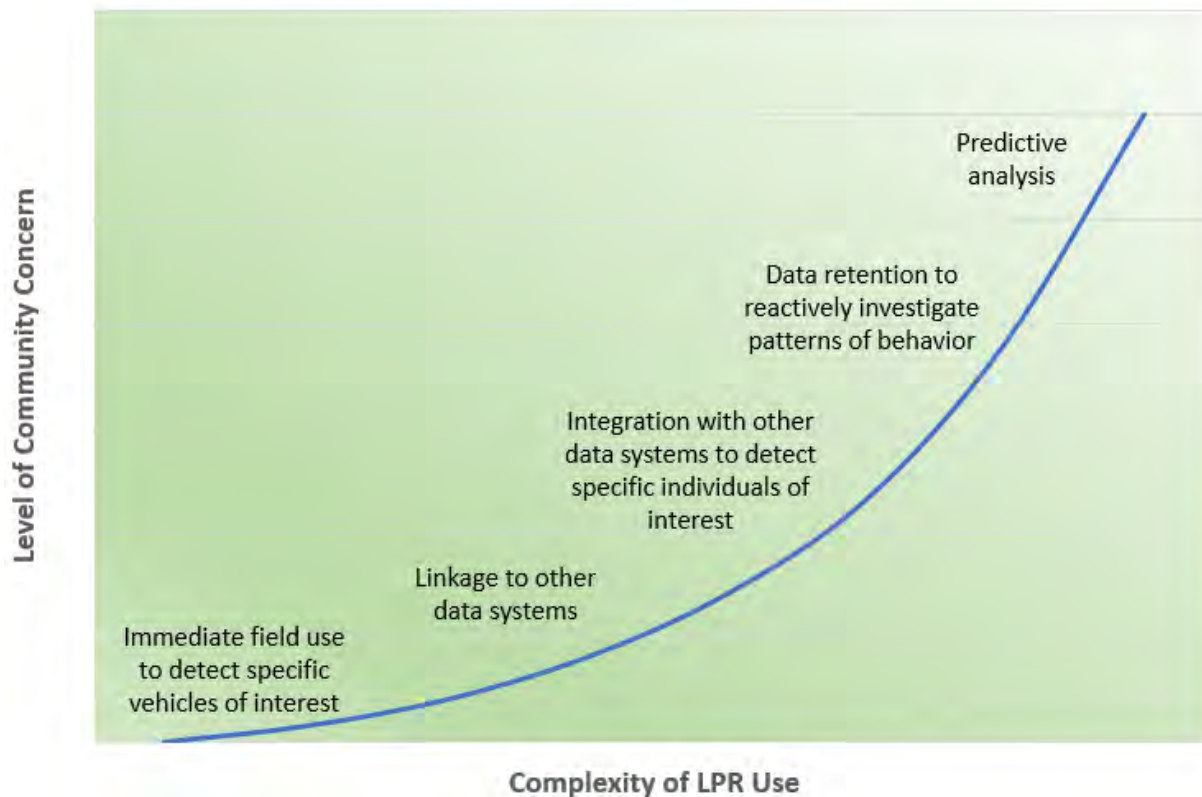


Figure 6: Level of Community Concern by Complexity of LPR Use. Adapted from Lum et al. (2010).

Public concerns over police LPR use include fear of LPR misreads, being surveilled, and computational errors. These concerns allude to the need for clear communication with the public so that the public understands exactly what information is being gathered, how it will be stored, and how it will be used. Relatedly, the focus group conducted in the current study emphasized the importance of police transparency with the community. Focus group participants suggested that community members are generally more supportive of LPR use when they understand exactly what the data collected is being used for and also what it cannot be used for. For example, before implementing an LPR program, the Redlands, CA, Police Department held a live streamed community meeting to explain how police planned to use the technology and how it would benefit the community. This strategy was so successful that local community groups agreed to help fund the Redlands Police Department's LPR program.¹⁵

Additional research can also help police departments gain community support for LPR use. Currently, there is very little scientific evidence supporting or refuting the effectiveness of LPR use. Rather, practitioners rely on anecdotal evidence of missing persons found and criminals

¹⁵ Travis Martinez, Utilizing Automated License Plate Reader Technology to Enhance Community Partnerships. California Police Chief, Spring 2019, pp. 30-31. Available at <https://view.joomag.com/california-police-chief-fall-2013-cpca-2019-spring-magazine-final/0056827001557855111?short>.

convicted. Systematic research may be able to demonstrate similar outcomes in a more empirical manner. Further, research could also investigate efficiency in terms of officers' time and, correspondingly, costs to the department. Measurable evidence may be helpful in gaining support of the technology from community members who are skeptical.

Police departments can conduct small-scale research studies by piloting LPR equipment before making a large investment. For example, a police department may purchase only a few cameras, initially, to test their utility and community reaction. If the department finds the technology to be helpful and is able to communicate its benefits to assuage public concerns, the program can be expanded with the purchase of additional equipment.

Auditing is also important to verify LPR systems are being used correctly and in accordance with agency policy. Creating policy is important, but it is equally important to ensure the policy is being adhered to. Regular audits can help ensure only authorized users are accessing the system and its data and only for authorized purposes. Audits can also measure program effectiveness by examining statistics and outcomes of the system's use.

Limitations and Directions for Future Research

The responses gathered from this survey effort did not fully reflect the uses of LPR that the working group of subject-matter experts who created the survey believed to be true. Respondents to this survey represent only a small portion of the approximately 18,000 police agencies in the United States, and members of the working group were aware of several police agencies that did not respond who are using LPR innovatively and with successful outcomes. Thus, future plans include targeted outreach to agencies actively using LPR in order to compile a consolidated collection of successful use cases.

Still, for many agencies, the cost of purchasing equipment and maintaining the system poses a barrier. Nonetheless, the example presented above from the Redlands Police Department demonstrates how focusing firstly on community transparency and public support may actually lead to funding opportunities. Additionally, shared systems across agencies - as the current survey indicated is quite common - can help lower the costs for any individual agency. While LPR systems are expensive, agencies can maximize their results by sharing data with other agencies. This can be coordinated among just two agencies, or a region, or even a large data-sharing consortium. The more data that is gathered and shared, the larger the likelihood of seeing positive results, and the lower the cost to each participating agency.

Police departments operating an LPR program or thinking about one in the future should consider these implications and incorporate them into training. The current study indicated that many agencies did not require training specific to LPR use or provided only cursory functional training without exploring ethical concerns. Understanding the ethical concerns of any technology used in policing is crucial, especially in terms of public engagement and building trust in places where the public or policy makers have been resistant to police use of LPR.

4. Conclusion

Overall, there exists large variation in how LPR policy is set, how systems are used, and how data is managed. In any use of technology, it is important for agencies to communicate transparently with the community, define specific policies and monitor adherence to them, and consider the role of police in using technology ethically. Doing so will help strengthen community-police relations, enhance public trust, and better enable police to do their jobs efficiently and effectively.



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Staff Report

Meeting Date: November 20, 2023

Agenda Item: Discuss Issuance of Request for Proposals for Solid Waste and Recycling Services.

Background: The City's recycling and solid waste disposal contract with Waste Connections ends March 31, 2024 – Staff is seeking input on our new contract; which will be effective April 1, 2024.

- **Residential Services --** Our goal is to keep the current residential services if possible:
 - Trash and recycling serviced weekly
 - Up to 8 trash/yard bags and 3' X 3' bundles per week
 - 2 bulky items per week – e.g. furniture or appliances
 - Trash Day Assistance – for residents not physically capable of moving their carts
- **Additional Services Residents Request**
 - Smaller trash carts
 - Larger recycling carts
 - Additional brush pick-up
 - Composting
 - Hazardous waste pick-up
- **Current City Services**
 - All current building and park trash/recycling services (Exhibit A)
 - 50 roll-off services/year
- **RFP Timeline**
 - RFP TO BE POSTED: Monday, December 4, 2023
 - PRE-PROPOSAL CONFERENCE: Thursday, January 4, 2024, 2pm
 - DEADLINE FOR INQUIRIES: Wednesday, January 11, 2024, 5pm
 - DUE DATE AND TIME: Friday, January 19, 2024, 2p.m.
 - INTERVIEWS: Week of January 24 –25, 2024
 - PRESENT AT CITY COUNCIL MEETING: Tuesday, February 20, 2024
- **Solid Waste Ordinance:** Staff would like to request a change to the ordinance so that drivers can start their trash and recycling routes at 7 a.m. instead of 8 a.m. This will help to ensure daily route completion and limit driver exposure to extreme heat during the summer.

Fiscal Impact: The current Waste Connections contract is approximately \$1.7M. The fiscal impact is to be determined based on the quotes we received.

Enclosure(s):

- Exhibit A – City of Lakeway Parks and Building Solid Waste Receptacles
- Exhibit B – Current Waste Connections Contract

EXHIBIT A

<u>Location</u>	<u>Dumpster</u>	<u>Roll-Off</u>	<u>Trash Cart</u>	<u>Recycle Cart</u>	<u>Address</u>
Lakeway City Hall	1	-	-	3	1102 Lohmans Crossing Lakeway, TX 78734
Lakeway MUD	-	-	2	1	1097 Lohmans Crossing Lakeway, TX 78734
Activity Center	1	-	-	4	105 Cross Creek Lakeway, TX 78734
Police Department	-		4	4	1941 Lohmans Crossing Rd Lakeway, TX 78734
Public Works	1	1	-	1	3303 Serene Hills Dr. Lakeway, TX 78734
City Park	1	-	8	-	502 Hurst Creek Rd Lakeway, TX 78734
Court Building		1	4	4	104 Cross Creek Lakeway, TX 78734
Swim Center	1	-	-	4	3103 Lakeway Blvd. Lakeway, TX 78734
Recycle/Reuse Center (HHW)	-	1	-	-	3207 Neidhardt Dr. Austin, TX 78734

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

This Recycling and Solid Waste Disposal Services Agreement ("Agreement"), dated April 1, 2017, is entered into by and between the City of Lakeway, Texas, a municipal corporation (the "City") and Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas (the "Contractor") as follows:

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

The agreement documents include this Agreement, Exhibits "A" through "D" attached hereto, Surety/Performance Bond and any addenda or changes to the foregoing documents agreed to in writing by the City and Contractor.

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the Contractor will provide recycling and solid waste disposal services to all Residential Customers within the City. This Agreement is entered into by the City pursuant to the authority granted to the City by Sections 30.002 of the Texas Water Code and Section 364.034 of the Texas Health and Safety Code.

2. SERVICES TO BE PERFORMED

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect all Residential Refuse and Recyclable Materials from Residential Customers within the City, transport collected Residential Refuse to Disposal Site and collected Recyclable Materials to a recycling facility, and perform all other work or services incidental to refuse collection and transportation services in strict accordance with the terms and provisions of this Agreement. Refer to Exhibit "A" for the definitions pertinent to this Agreement.

A. Solid Waste Disposal

The Contractor will provide Solid Waste collection and disposal to all Residential Customers within the boundaries of the City.

Curbside Residential Refuse and Bundle collection will be provided to each Residential Customer once per week; provided, that (i) such Residential Refuse is placed in Carts, and up to an aggregate total of eight (8) additional Bags and/or Bundles, and (ii) such Carts, Bags, Bundles are placed within five (5) feet of the curbside of the right of way adjacent to the Residential Customer no later than 8:00 a.m. on the scheduled collection day. Collection services will occur only between the hours of 8:00 a.m. and 6:00 p.m. on the collection day. Regular solid waste collection may not occur on a Saturday or Sunday. If a regular collection day falls on Thanksgiving Day, Christmas Day or New Year's Day, the Contractor is not obligated to collect on these holidays; however, the Contractor must provide collection service at least once per week. The Contractor must notify the City of the holiday collection schedule in writing each January. The Contractor may establish reasonable rules for the collection service; however, the rules must be approved in advance by the City Manager of the City.

All solid waste collected under this Agreement must be collected and transported to a TCEQ permitted Disposal Site in compliance with applicable legal requirements. All costs of transportation and disposal will be the responsibility of the Contractor.

Nothing in this Agreement requires the Contractor to collect Hazardous Waste in any amount, which is regulated under Federal or State Law. Liability for Hazardous Waste shall remain with the generator of such materials.

B. Solid Waste Collection Service to City and Lakeway Municipal Utility District (LMUD) Buildings and Facilities

i. Refuse Collection and Recyclable Materials Services for City and LMUD Buildings & Facilities

The Contractor agrees to provide refuse collection and Recyclable Materials services to all current and future buildings and facilities including parks and greenbelts owned by the City and LMUD, within the City limits, at no additional charge. The City and LMUD retain the right to approve the container size and number of weekly collections required for each of their respective buildings and facilities. The Contractor agrees to provide refuse and recyclable collection and containers for special City events at no additional charge.

C. Recycling

The Contractor will collect Recyclable Materials from Residential Customers one (1) time per week; provided, that (i) such Recyclable Materials are placed in the Recycling Cart provided by the Contractor and (ii) are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 8:00 a.m. on the scheduled collection day. The City and its residents will comply with the Contractor-provided description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials.

i. Annual Public Service Announcement

Contractor will provide an annual public service announcement each year, upon review and approval by the City.

ii. Marketing and Reports

The Contractor will retain responsibility for the marketing of all single stream Recyclable Materials. The Contractor will provide the City with a quarterly, semi-annual and annual written report summarizing the tonnages of trash and recyclables collected, facts that illustrate the ecological impact of the City's recycling program, participation, the volume of single stream Recyclable Materials collected and the name of the processing facility to which the single stream Recyclable Materials were delivered. A sample form of the report has been attached as Exhibit "B".

iii. Revenue Sharing

If the value of net revenue of recyclables received by Contractor exceeds \$35.00 per ton, the City and the Contractor will share the amount exceeding the \$35.00 on a

50/50 basis, net value being the amount received by Contractor after processing fees are applied by the Material Recovery Facilities against the end-use market value. If the net revenue of recyclables received by Contractor is below \$35.00 per ton, the Contractor will retain the recycle revenue. The value of the recyclables will be submitted to the Solid Waste Department on a quarterly basis. Recyclables report will be sent directly to the Solid Waste Department from the Contractor.

D. Carts and Dumpsters

The Contractor will provide each Residential Customer within the City with one (1) Green Trash Cart and one (1) Blue Recycling Cart at no additional cost to the City. Residential Customers will be allowed a maximum of two (2) Trash Carts and two (2) Recycling Carts.

Cart delivery: For new-built residences, Contractor shall deliver trash and recycle carts on the date specified on the City's daily request sheet (Quad) submitted by the Solid Waste Department.

The Contractor will, for all City facilities, including the LMUD, replace all existing trash carts, recycle carts and dumpsters in April, 2017. See Exhibit "C".

The Contractor will provide three (3) roll off containers for permanent location. Two (2) roll offs will be located at the Public Works facility and one (1) will be located at the Justice Center.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Carts, provided by the Contractor in connection with this Agreement, shall at all times remain the property of the Contractor. In the event a Cart is stolen, damaged or destroyed, other than due to the gross negligence or willful misconduct of the Residential Customer, the Contractor will replace one (1) such Cart at no cost to such Residential Customer.

E. Special Services

i. Special Pick-Up Services Requested by a Residential Customer

The Contractor shall offer special pick-up services. Special pick-up services shall consist of materials requiring special handling (excluding Hazardous Waste), such as Construction Debris and other items not meeting Contractor's specifications for material placed in Carts. Special pick-up shall be requested by the Residential Customer and arrangements for payment shall be made between the Contractor and the Residential Customer.

ii. Solid Waste and Recycling Collection for Physically Challenged Residential Customers.

The Contractor will provide "Backdoor" Service to residents that are physically challenged, elderly or otherwise incapable of bringing their Carts to the curb. The Residential Customer will be required to notify the Solid Waste Department to request this service and the Solid Waste Department personnel will contact the Contractor to initiate this "Backdoor" Service. The Contractor will be responsible for

providing appropriate signage to the Solid Waste Department, which will designate that the Residence is a "Backdoor" Residential Customer.

iii. "Call-In" for Bulky Trash Curbside Pickup

The Contractor shall provide once per week curbside Bulky Trash pickup for its Residential Customers provided that the Residential Customer notifies the Solid Waste Department in advance and the Solid Waste Department personnel contact the Contractor. Bulky Trash pickup shall be at no additional charge provided that individual items weigh less than 100 lbs. The Contractor must provide billing insert flyers denoting the criteria, rules and regulations for these Bulky Trash pickups. The City retains the right to approve the criteria, rules, regulations and flyers noted above. The City will assume the cost of distributing this information to the Residential Customers.

A pickup for Bulky Trash will accommodate only two bulky items. Items weighing more than 100 lbs. shall be reported to the Contractor, who will negotiate the price with the resident.

iv. Christmas Tree Collection

Live Christmas trees will be collected at the curb on the residents' normal service day, during the four weeks following Christmas. Trees may be no longer than 3' in length and be free of lights and decorations. The Contractor will provide a roll-off to be installed at the Public Works site which will allow residents to drop off trees that can then be recycled.

v. Household Hazardous Waste Events

The Contractor will provide a roll off for each Household Hazardous Waste Event. The container will be for the collection of cardboard, empty, dry paint cans and other specified materials. The City and the Contractor will coordinate pick-up times at the facility location to ensure proper access to the facility. This service will be complimentary to the City.

vi. City Events

The Contractor will provide additional Solid Waste and Recyclable Materials containers at City events. The City and Contractor will coordinate drop-off and pick-up times for each event. The Contractor will also assist the City in determining the proper size and number of containers that will be needed for each event. This service will be complimentary to the City.

vii. Educational Information at City Events.

The Contractor will provide an employee to provide educational information at City Events. This employee will occupy the same space as the City's booth/tent and will provide educational information only. These events will not be used as marketing or sales opportunity for the Contractor.

viii. Storms and Other Disasters

The Contractor and City designee will develop a disaster response contingency to be prepared in the event of a significant storm event as soon as practicable. The Contractor will utilize all resources possible if the event is of such a magnitude that it will require deployment of vehicles and personnel from other districts.

The following schedule sets out pricing in the event of a storm which requires cleanup activities.

- Rear Load Truck with Driver and two (2) helpers: \$152.00 per hour, plus landfill disposal of \$40.00 per ton.
- Roll Off Truck with Driver: 40 cubic yard container \$463.00 per pull, including disposal for up to six (6) tons. Tons over six (6) tons to ten (10) tons, the disposal charge is \$50.00 per ton and for tons above ten (10) tons, the disposal charge is \$60.00 per ton.

ix. Scholarships

The Contractor shall provide the City with two (2) one thousand dollar (\$1,000) scholarships each year of this Agreement at no additional charge to the City. Each One Thousand Dollar (\$1,000) scholarship shall be awarded to two (2) high school students to honor their accomplishments in environmental awareness or for their environmental efforts. The City Council, or its designee, shall select the recipients of these scholarships.

F. Collection Routes

Collection routes shall be established by the Contractor. The Contractor shall complete the weekly collection route in no more than five days, ordinarily limited to Monday, Tuesday, Wednesday, Thursday, and Friday. The Contractor may not operate a collection route on a Saturday or Sunday. The Contractor shall submit the map of the collection route to the City Manager for his approval. The Contractor may from time to time propose changes to collection routes by submitting them to the City Manager for his approval. All special service collection routes shall be determined by the Contractor and approved by the City Manager.

3. AGREEMENT ADMINISTRATION

A. General

The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the City 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 performing work under this contract, and

may not employ such worker again under this Contract without the City's prior written consent.

The Contractor shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the contract.

The Contractor shall provide supervision to assure that all work will be done in accordance with this Agreement. The Contractor will designate personnel to communicate with City staff regarding the performance of services as set forth in this Agreement.

The Contractor shall, at all times, be vigilant against damage to surrounding fauna and existing structures. The Contractor shall notify the City of such damage.

Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or his work force.

Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance.

All work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No work shall be done, pursuant to this Agreement, by subcontractors without the written consent of the City.

Contractor shall possess all licenses and permits required to perform the work. All work is to be done in accordance with any applicable codes, ordinances and regulations.

The Contractor's employees will observe all OSHA regulations, including the use of personal protective equipment. All equipment will be properly maintained and kept in a safe operating condition.

Notwithstanding anything contained herein to the contrary, the City warrants that the City's pavement, curbing or other driving surface or any right of way necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles required to perform such services. Except to the extent Contractor's vehicles exceed any vehicle weight limitation regulation, and except for any gross negligence by Contractor or its employees, Contractor will not be responsible for damage to any such pavement, driving surface or right of way controlled by the City, and the City agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service within the City.

B. Notice of Initiation or Termination of Service for Residential Customers

The Contractor will be notified by the City, or its designee, in writing regarding the initiation or termination of service for a Residential Customer. The Contractor will notify the City when any requirement for potential termination of services is noted.

C. Vehicle and Property Condition

The Contractor will keep all vehicles and other property utilized in the performance of its duties under this Agreement in proper operating condition. Vehicles which are leaking oil, hydraulic fluid or other substances, or which present an unhygienic or unsafe appearance are not permitted. All vehicles must be clearly identified with Contractor's identity and telephone number on each side of the vehicle. The Contractor will take all steps necessary to ensure that areas where services are provided are left in a neat and litter-free condition, and that no loose refuse is left in those locations; provided, however, that the Contractor shall have no such obligations to the extent loose refuse is already present at the pick-up site or otherwise brought about exclusively by causes other than the Contractor's operations. All collection vehicles must be properly and adequately covered, and no refuse may be permitted to blow out of the vehicle. In the event of spillage, leakage or damage (to the extent caused by the Contractor's negligence) caused by the Contractor, the Contractor shall clean up, repair, and restore the area at no additional cost to the City or Residential Customers.

D. Safety

All of the Contractor's drivers must observe all safety and traffic laws, including speed limits and traffic control signs. All of the Contractor's drivers operating vehicles in the City shall be properly licensed in accordance with State laws.

E. Supervision of Work

The Contractor must provide adequate training and supervision to assure that all work will be done in accordance with this Agreement and generally accepted solid waste disposal practices.

F. Customer Relations

Residential Customer complaints, such as calls for missed pick-ups, will be directed to the Contractor for resolution. Contractor will resolve any issues within 24 hours of receiving the report. Contractor must provide a complaint desk and be able to provide City with documentation of the complaints and how each one was addressed..

G. Penalties

Contractor will be penalized \$100 per incident of Contractor failing to service a Residential Service Unit on the same day. Service to a Residential Customer will not be considered "missed" when the address purportedly missed collections is reported by Contractor as having unacceptable waste or unacceptable placement of waste or reported as a "not-set-out" by the Contractor..

Contractor will be penalized \$50 for each Contractor vehicle providing collection to a Residential Customer after normal hours of operation without approval of the City Manager or designated representative.

Contractor will be penalized \$50 for failure to clean up material spillage or litter caused by Contractor within four (4) hours of Contractor being made aware of such spillage or litter or contract Administrator notifies Contractor. Failure to clean up material

spillage, leakage, or litter by Contractor with four (4) hours shall commence the earlier of when Contractor becomes aware such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage.

Contractor will be penalized \$25 for failure to return carts to approximately original location.

To assist in enforcing the penalties, provide evidence and to address Residential Customer complaints or inquires, the Contractor will utilize "Third Eye". Video or photos pulled from Third Eye will be provided electronically via e-mail or via USB if the accompanying files are too large to be sent by e-mail upon request from the Solid Waste Department. Files will be delivered within 24 hours of request.

Assessed penalties will be remitted on a monthly basis via check. Penalties shall not occur as credits on the Contractor's invoice.

H. Reports

The Contractor shall submit written quarterly reports to the City Manager denoting the approximate number of households recycling, the tonnage of recycling material collected. The Contractor shall also report on the tonnage of solid waste material collected and routed to the landfill.

I. City Council Meeting Attendance

The Contractor will send a representative to City Council meetings upon request.

4. COMPENSATION

A. City to Act as Collector

The City, or its designee, shall submit statements to and collect from all Residential Customers for services provided by the Contractor, except for those special services directly billed to the Residential Customer by the Contractor, as provided in this Agreement.

B. Billing by the Contractor to the City

The Contractor will bill the City within ten (10) days following receipt of the number of monthly billing units from the City for all solid waste disposal and recycling services rendered by the Contractor, pursuant to this Agreement. The Contractor will base their billing to the City upon the Residential Customer information provided by the City or its designee. The City will pay the Contractor within 30 days following receipt of the invoice.

C. Base Rate

- i. Subject to adjustment as provided herein, the monthly fee paid by the City to the Contractor will be **\$16.48 per month per Residential Customer** for Solid Waste and Recyclable Materials collection, as described in Section 2, Services to be Performed.

ii. Increase/Decrease in the Base Rate

At any time during the term of this Agreement, the Contractor shall have the right to petition the City to increase or decrease the rate set forth in Section 4.C hereof (the "Base Rate") on the basis of material or unusual changes in its cost of operations or based on the changes in assessments incurred under the federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed in income). At the time of any such petition, the Contractor shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested adjustment to the Base Rate. Included in the documents to the City shall be descriptions and results of ongoing programs and steps taken by the Contractor to improve its efficiency and thereby attempt to mitigate the impact of identified cost increases, if practical. The City shall not unreasonably withhold, condition or delay its consent to any requested increase in the Base Rate unless the Contractor fails to demonstrate that it has implemented programs to its efficiency and thereby attempted to mitigate the impact of identified cost increases; provided, however, the Contractor is not required to show that it has actually mitigated the impact of identified cost increases in order to receive such an increase. If the parties cannot resolve their differences through good-faith negotiation, the parties shall then attempt to resolve their differences through mediation. If the parties cannot reach an agreement within thirty (30) days following the Contractor's notice of objection, the parties shall submit the matter to non-binding arbitration. The arbitrator selected will be chosen by mutual agreement of the parties or if the parties cannot agree on an arbitrator, the arbitrator shall be selected by the presiding Travis County District Judge or a judge designated by him or her. In the event the City or the Contractor are unable to come to an agreement regarding such requested rate increase, either party may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice.

D. Roll Off Containers

The Contractor will provide fifty (50) complimentary roll off pulls during the City's fiscal year. Pulls exceeding the allotted amount will be billed at the following rates:

\$463.00 per pull including up to six (6) tons
 Additional tonnage charge Six (6) tons to ten (10) tons - \$50.00 per ton
 Additional tonnage charge above ten (10) tons - \$60.00 per ton

Roll offs will be billed separately from residential services.

5. COMPLIANCE WITH APPLICABLE LAWS

The Contractor will comply with all applicable federal, state, county and city laws, ordinances and regulations in performing all services to be rendered by the Contractor to the City pursuant to this Agreement. The Contractor shall indemnify and hold harmless the City, its officers, directors, agents and employees, from all claims, liability and expense arising out of any actual or alleged failure of the Contractor to comply with such laws, ordinances and regulations.

6. LICENSES AND TAXES

The Contractor must obtain all licenses other than the license and permit granted by this Agreement and pays all taxes required by the City and by the State.

7. INSURANCE, INDEMNITY AND BOND

A. Insurance

The Contractor must secure and maintain in effect insurance to protect the Contractor, its subcontractors, employees, and the City from claims for bodily injuries, death or property damage which may arise out of or result from the Contractor's negligent performance or nonperformance of its duties under this Agreement, whether such performance or nonperformance is by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by the Contractor or any subcontractor. The following minimum levels of coverage are required:

Coverage	Limits of Liability
Workers Compensation	Minimum amount pursuant to State law
Employer's Liability	\$500,000
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Bodily Injury and Property Damage Liability	
Automobile Bodily Injury Liability	\$2,000,000 per occurrence combined \$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

Certificates of insurance confirming coverage and naming the City as an additional insured must be provided to the City on or before the date of this Agreement, and renewal certificates must be provided to the City at least 15 days prior to the date of expiration of any required coverage. The Contractor's failure to maintain any required insurance or to furnish any required certificate will be grounds for termination of this Agreement. The insurance may not be terminated or materially changed without 30 days prior notice to the City.

B. Surety Bond

The Contractor will be required to furnish a corporate surety bond of security for the performance of this Agreement. Said surety bond must be in the amount of Ninety Thousand Dollars (\$90,000.00) and shall remain in full force and effect throughout the term of this Agreement. The surety can be presented to the City for the entire term of the Agreement or renewed on an annual basis.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Texas.

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

C. Indemnity

The Contractor will and does hereby defend, indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance or non-performance of any work required under this Agreement. This obligation will not be construed to negate or reduce any other right or obligation of indemnity that would otherwise exist. This indemnification requirement will not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any workers compensation acts, disability benefit acts or other employee benefit acts.

The City, to the extent allowed by law, shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the City, or its designee.

8. TERM, TERMINATION AND ASSIGNMENT

A. Term

Subject to the early termination provisions set forth below, this Agreement will terminate on March 31, 2022. This Agreement may be extended by mutual agreement of the parties for two (2) one-year optional extensions.

B. Notice

All notices and other communications required or permitted hereunder will be in writing and, unless otherwise provided in this Agreement, will be deemed to have been duly given (i) when delivered in person, (ii) when dispatched by electronic facsimile transfer (confirmed in writing by mail simultaneously dispatched), (iii) one business day after having been dispatched by a nationally recognized overnight courier service, to the appropriate party at the address specified below:

City Manager
City of Lakeway 1102 Lohmans Crossing
Lakeway TX 78734

District Manager
Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas
P.O. Box 17608
Austin, TX 78719-7608

C. Termination; Suspension for Breach or Default

i. Breach or Default

In the event of breach or default of this Agreement each party reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of such party. If during the term of this Agreement, as the same may be extended, either party shall be considered by the other to be in breach or default of any provision of this Agreement, the complaining party may suspend its performance hereunder until such alleged deficiency has been cured, or the complaining party may immediately terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has first given written notice of such alleged deficiency to the other party and the other party has failed to cure such alleged deficiency as provided in Section 8.D. below. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the other party written notice of such termination, which shall become effective upon receipt of such notice.

D. Cure Provision

In the event that either party determines that the other party has breached or defaulted on any of the terms of this Agreement, the complaining party shall notify the other party of the alleged deficiency in writing. The other party shall, within thirty (30) calendar days following the date of notice, correct the deficiency and provide the complaining party with written confirmation that the deficiency has been corrected.

- i. If the other party contends that the alleged violation has not occurred or that any act or omission does not constitute a breach or default, it shall provide a written objection to the complaining party of its contention within ten (10) calendar days following the date of the complaining party's notice. The parties then shall attempt to resolve their differences informally no later than within thirty (30) days following the date of the complaining party's notice.
- ii. If the complaining party is not satisfied that the other party has cured the alleged deficiency within thirty (30) days following the date of its notice to the other party, it may at any time thereafter terminate this Agreement by providing the other party with written notice.
- iii. If the parties cannot reach an agreement within thirty (30) calendar days following the notice of breach or default, the parties may voluntarily agree to submit the matter to mediation. If mediation is selected, the mediator selected will be by agreement of the parties, or if the parties cannot agree on a mediator, the mediator shall be selected by the presiding Travis County District Judge or a judge designated by him or her.

E. Assignment; Subcontractors

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

This Agreement may not be assigned by either party without prior written approval of the other party. Notwithstanding the foregoing, City shall not unreasonably withhold, condition, or delay an assignment by Contractor of its rights under this Agreement to (i) an affiliate, (including without limitation, a direct or indirect parent, joint venture, subsidiary or other related entity), provided that in the event of any such assignment, Contractor shall retain all of its obligations and liabilities under this Agreement; (ii) to any entity that has acquired all or substantially all of Contractor's assets; or (iii) to any successor to Contractor by merger, consolidation or other reorganization, further provided that, with respect to any assignment qualifying under any of the three aforementioned exceptions: (A) Contractor shall promptly notify City of any such transaction following such occurrence, and (B) such assignee shall in writing to City assume all of Contractor's obligations hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon any other persons any rights or remedies under or by reason of this Agreement.

The use of any subcontractor will be subject to the prior written approval of the City Council.

9. PERFORMANCE STANDARDS

The following performance standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient, and safe services; providing respectful, friendly, responsive communications with Residential Customers; and showing a continuing commitment to the community.

- (a) Contractor shall make every effort to maintain and utilize the City's existing route schedules unless the City Manager of Solid Waste Department personnel otherwise require changes to the current plan.
- (b) Residential carts shall be replaced upright within five (5) feet of Residential Customer's placement-without obstructing traffic, blocking driveways, or damaging landscaping.
- (c) Residential collection areas shall be free of litter and debris within a ten-foot (10) radius of the carts. Contractor is not required to clean up, collect or dispose of any loose or spilled litter and debris not caused by the Contractor.
- (d) Contractor shall make all reasonable efforts to collect waste and refuse regardless of barriers (i.e., blocked streets) except when safety and health of the Contractor's employees or public health is placed in danger.
- (e) In the event a street is temporarily blocked, the driver is responsible for reporting the situation immediately to dispatch and will return at the end of the route to service the accounts, if reasonably possible. If the street remains blocked, the supervisor or customer service department will report the service delay to the District Manager and

will contact the City's Solid Waste Department personnel, as well, in order to provide the residents with the status of service.

- (f) Upon notification of mechanical failures or breakdowns from route personnel, dispatch will notify a mechanic who will respond and contact dispatch if spare units must be utilized. In the event a spare unit is required. The operations supervisor will act promptly to deliver units to the routes. In the event a route has been delayed, all route trucks who have completed routes will continue to support the delayed route until that route is complete. The Solid Waste Department will be notified of any expected significant delays.
- (g) Drivers of refuse collection vehicles will be expressly forbidden to use their emergency brakes to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.
- (h) If collection of a Residential Customer's refuse is missed, upon proper notice, the Contractor will take appropriate measures to retrieve the missed collection, and shall, in any event, collect all missed collections within a twenty-four (24) hour period and no later than by the end of next business day following the date of the missed service; and the Contractor shall evaluate each missed service so as to attempt to eliminate future misses.
- (i) Upon delays in routes due to inclement weather, designated radio stations and television stations and the City's webpage will be notified to announce the situation. The Division Manager or Route Supervisor is responsible for coordinating all make-up schedules with the Solid Waste department personnel. All route days missed, due to inclement weather, will be made up the first day following the inclement weather. The Contractor commits to perform services on both Saturday and Sunday, if necessary, and, if approved by the City Manager, City Council or Solid Waste Department personnel in order to re-establish a normal operating schedule, as needed.
- (j) In accordance with the Contractor's safety procedures, routes are effectively scheduled to avoid all schools during peak traffic times. The Contractor will use its best efforts to avoid collection service one-half (1/2) hour before or one (1) hour after dismissal on a regular school day on streets that are directly adjacent to the school campus.
- (k) The Contractor's Austin Division utilizes a closed loop process for the day's service. This Division generates an electronic summary of any issues for the day and how they responded and resolved the issues. See Exhibit "D".
- (l) Another measure to assure quality service delivery on a daily basis is the daily check-in process. The Contractor's operations team will meet daily with each driver upon completion of each route to ensure that services and issues have been completed satisfactorily for the day.
- (m) To address any urgent issues or needs, a Lead Driver will check in daily at City Hall with the Solid Waste personnel to receive any information or directions and to report progress or service issues.

10. MISCELLANEOUS

A. Extra Services Not Provided in this Agreement

Except as otherwise provided herein, all work outside the express terms of this Agreement must have prior written approval by the City. Charges for extra work will be submitted to the City for approval prior to commencement of the work.

B. Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

C. Exclusive Venue and Governing Law

The exclusive venue for any legal dispute arising under this Agreement shall lie in Travis County, Texas. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

D. Exclusive Right

The City, during the term of this Agreement, shall not allow or permit any other person or entity to perform the Residential Refuse and recycling services provided by the Contractor pursuant to this Agreement provided such exclusive right is not contrary to any Federal, State or local law. Either party hereto may take such legal action as it deems appropriate against any third party to redress an infringement of the Contractor's exclusive right to collect, transport and/or dispose of Residential Refuse and Recyclable Materials pursuant to this Agreement. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, Residential Customers, to comply with the provisions of this Agreement, including, without limitation, the exclusiveness granted pursuant to this Agreement. Provided, that in the event the City or Contractor has suspended this Agreement as may be provided herein, the City may contract with a third party to temporarily provide the recycling and solid waste disposal services covered by this Agreement, until such time as the suspension is no longer in effect.

E. Severability

If any provision of this Agreement is illegal, invalid, or unenforceable, it is the intention of the parties hereto that that remainder of this Agreement will not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable, to be added to this Agreement.

F. Force Majeure

Except for the payment of amounts owed, the performance of the Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder

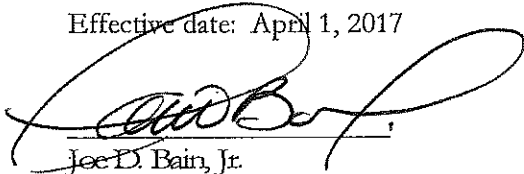
excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

[The Remainder of Page Is Intentionally Left Blank.]

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

Approved by the Lakeway City Council this 20th day of March 2017.

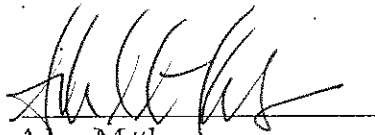
Effective date: April 1, 2017



Joe D. Bain, Jr.

Mayor

City of Lakeway



Adam Matthews

Division Vice-President

Progressive Waste Solutions of TX, Inc.

d/b/a WC of Texas

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

EXHIBIT "A": Definitions

Backdoor Service - Pickup service at the door, or some location in the immediate vicinity of the home of a physically challenged Residential Customer.

Bags - Sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Base Rate - The rate for collection of refuse as agreed to herein.

Bulky Trash - Stoves, refrigerators (free of CFCs), water tanks, washing machines, furniture and other residential waste materials other than Construction Debris, Dead Animals, Hazardous Waste or stable matter. No individual Bulky Waste item shall exceed one hundred (100) pounds in weight.

Brush - Tree parts, branches, shrubbery, foliage, grass, leaves and other coarse vegetation.

Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length, three feet in height, and three feet in width or 35 pounds in weight.

City - City of Lakeway, Texas.

Cart - A ninety-five (95) gallon, green receptacle provided by the Contractor for the collection of Residential Refuse constructed of heavy duty plastic, with attached lid and wheels.

Construction Debris - Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction Debris does not include Hazardous Waste, Residential Refuse, or Bulky Waste.

Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A refuse depository, physically located in the City or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive for processing or final disposal of refuse and Dead Animals.

Garbage - Any and all dead animals of less than ten pounds in weight, except those slaughtered for human consumption, and every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of "bulky waste," "construction debris," "dead animals," "hazardous waste," "rubbish," or "stable matter."

Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under federal or state law as radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, and paint.

Household Hazardous Waste – cardboard, empty, dry paint cans and other specified materials.

Recyclable Materials – corrugated cardboard, boxboard containers, food boxes (such as dry food boxes and frozen food containers), soda and beverage boxes and carriers, shoe boxes, newspapers including slick paper inserts, magazines, catalogs, telephone books, wrapping paper, sticky notes, paperback books, paper bags, Kraft paper, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, paper envelopes, facsimile paper, manila folders; plastic containers #1 - #7 (excluding plastic bags and expanded polystyrene) such as bottles, cups, jugs, bowls, plastic eating utensils, other rigid plastics such as buckets, baskets, carriers, crates, toys (free of metal), laundry baskets, lawn furniture, pots and trays, dish drainers, trash cans; metal beverage containers, food cans, durable baking tins, aluminum foil pans and balled aluminum foil, metal and bi-metal containers with or without paper labels, rings and caps or lids; glass including bottles and jars with paper labels, rings caps or lids (excluding window glass, Pyrex, porcelain, china, ceramics and light bulbs, and other Recyclable items of a similar nature.

Recycling Cart – A sixty-five (65) gallon, blue receptacle provided by the Contractor for the collection of Recyclable Materials constructed of heavy duty plastic, with attached lid and wheels.

Refuse - Refuse shall mean and include any combination of Garbage, Rubbish, and Brush.

Residential Refuse - All Garbage, Rubbish, and Yard Waste generated by a Residential Customer.

Residential Service Unit – Any three Residential Customers on one side of the street or on an entire cul-de-sac.

Residential Customer - A producer who generates Residential Refuse at a residential unit within the corporate limits of the City.

Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other waste materials not included in the definition of “bulky waste,” “construction debris,” “dead animals,” “garbage,” “hazardous waste,” or “stable matter.”

Solid Waste - Any garbage, refuse, rubbish, bulky waste, yard waste, construction debris, dead

animals, stable matter or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, automobile, or agricultural operations.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, poultry or livestock.

Unacceptable Set Out – carts or containers not properly placed at the curb or by the prescribed set out time or containing prohibited waste items, hazardous waste or material in excess volume, weight or form as prescribed.

Yard Waste - All grass clippings and tree, shrub, or brush trimmings.

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

EXHIBIT "B": Sample Form Report Summarizing Tonnages of Trash and Recyclables



WASTE CONNECTIONS, INC.
Connect with the Future

City of Lakeway Tonnage and Participation Report

Reporting Period: Jul - Dec

Year: 2016

Monthly House Count:		Residences Recycling:		Tonnage
<i>July</i>	<u>6190</u>	<i>July</i>	<u>3775.9</u> <u>61.00%</u>	<u>131.7</u>
<i>August</i>	<u>6208</u>	<i>August</i>	<u>4159.4</u> <u>67.00%</u>	<u>145.81</u>
<i>September</i>	<u>6231</u>	<i>September</i>	<u>3925.5</u> <u>63.00%</u>	<u>138.06</u>
<i>October</i>	<u>6297</u>	<i>October</i>	<u>4093.1</u> <u>65.00%</u>	<u>144.52</u>
<i>November</i>	<u>6338</u>	<i>November</i>	<u>4563.4</u> <u>72.00%</u>	<u>159.09</u>
<i>December</i>	<u>6335</u>	<i>December</i>	<u>4244.5</u> <u>67.00%</u>	<u>148.14</u>

Total Recycling Tonnage: 867.315

Total Trash Tonnage: 4,070.09

Special Notes:

All recycle materials go to Balcones Recycling Center

APPROVED:

Waste Connections of Texas (formerly Progressive Waste Solutions of TX)

By: _____

Printed Name: Elizabeth Humble

Title: Operations Support

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

EXHIBIT "C": Listing of City Properties to Receive New Receptacles

<u>Location</u>	<u>Dumpster</u>	<u>Roll-Off</u>	<u>Trash Cart</u>	<u>Recycle Cart</u>	<u>Address</u>
Lakeway City Hall/Annex	1	-	-	4	1102 Lohmans Crossing Lakeway, TX 78734
Lakeway MUD	-	-	2	1	1097 Lohmans Crossing Lakeway, TX 78734
Activity Center	1	-	-	2	105 Cross Creek Lakeway, TX 78734
Police Department/ Municipal Court	-	1	5	2	104 Cross Creek Lakeway, TX 78734
Public Works	1	1	-	-	3303 Serene Hills Dr. Lakeway, TX 78734
City Park	-	-	8	-	502 Hurst Creek Rd Lakeway, TX 78734
Swim Center	1	-	9	1	3103 Lakeway Blvd. Lakeway, TX 78734
Recycle/Reuse Center (HHW)	-	2	-	-	3207 Neidhardt Dr. Austin, TX 78734

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

EXHIBIT "D": Resolution Sheet Example

DATE	Service Address	ISSUE	Operational Notes	Resolution
24-Aug	208 VARCO	BULK PICK UP	called out to the driver	Serviced
	15401 GEBRON	BACKDOOR TRASH MISSED	called out to the driver	Serviced
	353-B FANTAIL	RECYCLE MISSED	called out to the driver	Serviced
	124 CLUBHOUSE	TRUCK BLOCKED CARTS	called out to the driver	Serviced
	105 LAKEWAY HILLS	REMOVE ONE CART		Serviced
	407 EXPLORER	4 LAT BOXES & 2 BOXES OF TRASH	work order placed	Thursday Service Day



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Portland Oregon Office 851 SW 6th Avenue Suite 385 Portland OR 97204-1309 USA	CONTACT NAME:	PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:			
INSURED IESI Corporation 3 Waterway Square Place Suite 110 The Woodlands TX 77380 USA	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:	ACE American Insurance Company		22667
	INSURER B:	Indemnity Insurance Co of North America		43575
	INSURER C:	ACE Property & Casualty Insurance Co.		20699
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 570066015121

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDOG27628126	08/01/2016	08/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 Endl <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H08872016	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			X00G27614620002 SIR applies per policy terms & conditions	08/01/2016	08/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC48131128 AOS WLRC4813113A CA, MA	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE-EA EMPLOYEE \$1,500,000 E.L. DISEASE-POLICY LIMIT \$1,500,000
A					08/01/2016	08/01/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: Progressive Waste Solutions of TX dba WC of Texas.
City of Lakeway is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Lakeway 1102 Lohmans Crossing Lakeway TX 78734-0000 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>

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Holder Identifier : A

Certificate No : 570066015121

Bond No. 8220-18-10
Premium \$ 450.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Progressive Waste Solutions of TX, Inc. dba: WC of Texas, as Principal, and Federal Insurance Company, a corporation duly organized under the laws of the state of Indiana and licensed to do business in the State of Texas, as Surety, are held and firmly bound unto City of Lakeway, Texas (Obligee), in the penal sum of Ninety Thousand and 00/100 (\$90,000.00) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee for Recycling and Solid Waste Disposal Services Agreement

and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from April 1, 2017, until March 31, 2018, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 30th day of March, 2017.

Principal: Progressive Waste Solutions of TX, Inc. dba: WC of Texas

By: [Signature]

JAMES M. LITTLE, Sr. Vice President

Surety: Federal Insurance Company

By: [Signature]

David W. Garese, Attorney-In-Fact

SEE ATTACHED ACKNOWLEDGMENT

(Attest)

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Lisa Betancur, David W. Garese, Robert Garese, A. Catherine Skeen and Brooke A. Skeen of Sacramento, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of March, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 17th day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2018

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 30, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

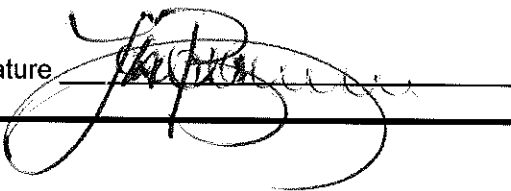
On March 30, 2017 before me, Lisa Betancur, Notary Public
(insert name and title of the officer)

personally appeared David W. Garese
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

