B. Discussion and possible action implementing procedures for Sworn Affidavit of Disclosure, Recusal of Elected Official, or Commissioner and Affidavit for an Applicant Requesting Recusal of an Elected Official, or Commissioner, establishing ethical procedures regarding the use of Village legal services, when there is a conflict of interest established, regarding the process and procedures outlined in the Code of Ordinances as pertaining to the review and consideration of said application./Nace

C. Discussion and possible action for establishing procedures for the Village of Volente regarding the Transparency of all Board Members, Elected Officials, Commissioners and Committee Members Appointed and Volunteers while conducting, discussing or preforming any and all Village business and establishing procedures for conduct, social media and strict confidentiality of residential and village information and the transparency of responding to open records request./Nace/Cristian

D. Discussion and possible action for a request by Ken Beck, on behalf of Thistle Dew Ranch for a Variance in accordance with Village of Volente Code of Ordinances 2009-O-103, Section 9.05.115, (Cut & Fill) to exceed 5' maximum allowed at the location (15502 Mary Street) Lot 1, Thistle Dew Ranch Subdivision, sur 10.23 acres./ Ken Beck Presenting

E. Discussion and possible action for a request by Ken Beck, on behalf of Thistle Dew Ranch for a Variance in accordance with Village of Volente Code of Ordinances 2004-O-36, Section 33.340, (Slope Limits) no construction or land disturbing activities shall be permitted on natural grades with slopes 25% or steeper at the location (15502 Mary Street) Lot 1, Thistle Dew Ranch Subdivision, sur 10.23 acres./ Ken Beck Presenting

F. Discussion and possible action acknowledging and approving legal expenses incurred for. /Nace

1. Legal Expenses
   - Jan: $1335.10
   - Feb: $2167.39
   - Mar: $7613.56
   - April: $3782.10
   - May: $1113.60
   - June: $8702.30
   - July: $8013.94
   - Aug: $8034.07

2. On AT&T Mobile bill: $2,341.66 Phones are Returned

G. Discussion and possible action on adopting Resolution 2020-R-__ authorizing the Mayor to enter into a professional services agreement with Debbie Gold for Interim City Secretary services./Nace

H. Discussion and possible action for a council work session establishing the date and time for the review, edit and discussion of the Comprehensive Plan Update./Barrick

I. Discussion and possible action regarding Public Works/Safety Committees on Travis County Bids, Phase One Signage, Phase Two Signage, Speed Bumps and addressing citizen concerns on Traffic Control, Speeding, Road Racing, Pedestrian Safety, Travis County Sheriff's Patrol and Litter, on all VoV roadways./Wilson/Racht/Nace

J. Discussion on Integritek IT company, Quote #006191 version 1./Metro.

Customer Service Summary

RECEIVED
AUG 28 2020
By

Thank you for choosing AT&T!

028112 2oz N

VILLAGE OF VOLENTE
16100 WHARF CV
VOLENTE, TX 78641-6006

028112 9000679500 5 08 01 1 0000 0 000

VILLAGE OF VOLENTE
16100 WHARF CV
VOLENTE, TX. 78641-6006.
Account Number: 287301190671

Manage your account anytime
at www.att.com/myatt or call 800.331.0500.

Customer Service Summary

Thanks for choosing AT&T. Please review your order summary.

NEW **What changed today?** 07/30/2020

- **Mobility Changes Made**
  - New Activation

AT A GLANCE—YOUR AT&T TOTAL CHARGES

One-time charges > Prorated charges > Ongoing monthly charges

Upcoming bill*
$2341.66

Ongoing monthly charges

Ongoing monthly bill*
$2174.01

One-time Charges/Credits

These are charges or credits for things like activation, equipment charges, installation.

Proration Charges/Credits

New service is billed one month in advance, so any services added before your bill cycle date are prorated and added to your first month of service. Partial proration may also occur if service(s) or feature(s) are added or changed in the middle of your bill cycle.

Monthly Bills

After you've paid your Upcoming bill, this is the amount you can expect to see every month.

Upcoming Bill Total

This bill is typically higher than your ongoing bill because it includes any one-time and prorated charges plus one month of service billed in advance.

	One-time charges +	Prorated charges +	Ongoing monthly charges =	
Wireless	$25.00	$142.65	$2174.01	$2341.66
TOTAL	$25.00	$142.65	$2174.01	$2341.66

*Estimates above include government fees/taxes, AT&T fees/surcharges, one-time and prorated charges. *Promotions and discounts may not show up here but will show on your bill within the time promised. After promotions end, monthly charges will increase. Pricing subject to change.*

Special Notifications

Mobility Service

Get Help: visit att.com/esupport

- Help with voicemail and text messaging
- Manage your account, plans and services
- Obtain technical and billing support
- Download user guides and manuals
- Learn about the network and Wi-Fi
- Access solutions for games, apps, ringtones and more

Mobile Share Plus for Business Single Line

- If you have a new or upgraded smartphone line for a smartphone purchased on AT&T Next or an Equipment Installment Plan, purchased at full price, bring your own, or on a month-to-month term, you qualify for a monthly smartphone access charge discount of $20 for that line. The discount may not be reflected below but will appear as a credit on your bill when applied.
- If you have a new or upgraded smartphone line for a smartphone with a 2-yr service commitment, your smartphone access charge is $40 per month.
- After your high-speed data allotments are used, all data usage is slowed to a max of 128 Kbps (2G speeds) for the rest of the bill cycle. Audio and video streaming, picture and video messaging, select apps and services, and other data usage including sponsored data will be impacted and may not be fully functional.
- Plan includes Stream Saver. AT&T will turn it on for you; you can turn it off to enjoy access to HD video, where available. Ability to stream, video resolution, and other data usage (including speed) are not guaranteed, may vary, and be affected by a variety of other factors. Other restrictions apply. See www.att.com/streamsaver for details.
- Unused data from your monthly plan carries over for one bill cycle ("Rollover Data"). Monthly plan data is consumed before Rollover Data. Unused Rollover Data expires after 1 billing period, with plan change, or when plan is terminated. Rollover Data is not redeemable for cash or credit and is not transferable.
- Includes the ability to use your plan for unlimited long distance calling to and roaming in Mexico.
- If you are enrolled in autopay, there is a $10 a month discount on your plan charge that will be applied within two bills. The discount will not be reflected below but will appear as a credit on your bill when applied.
- Includes Call Protect Lite spam and fraud alerts for iPhones version® 6 or higher with iOS® 9.3+ and AndroidTM smartphones with a voice over LTE (VOLTE) SIM. You agree to AT&T Call Protect and Hiya (an AT&T designated third party) using your account information, which includes your Customer Proprietary Network Information, to provide the service. See AT&T Call Protect Terms & Conditions for full description.
- See www.att.com/attmobileshare for more plan details and www.att.com/broadbandinfo for info on AT&T's network management practices.

Mobile Share Plus for Business Multi Line

- If you have a new or upgraded smartphone line for a smartphone purchased on AT&T Next or an Equipment Installment Plan, purchased at full price, bring your own, or on a month-to-month term, you qualify for a monthly smartphone access charge discount of $20 for that line. The discount may not be reflected below but will appear as a credit on your bill when applied.
- If you have a new or upgraded smartphone line for a smartphone with a 2-yr service commitment, your smartphone access charge is $40 per month.
- After your high-speed data allotments are used, all data usage is slowed to a max of 128 Kbps (2G speeds) for the rest of the bill cycle. Audio and video streaming, picture and video messaging, select apps and services, and other data usage including sponsored data will be impacted and may not be fully functional.
- Plan includes Stream Saver. AT&T will turn it on for you; you can turn it off to enjoy access to HD video, where available. Ability to stream, video resolution, and other data usage (including speed) are not guaranteed, may vary, and be affected by a variety of other factors. Other restrictions apply. See www.att.com/streamsaver for details.
- Unused data from your monthly plan carries over for one bill cycle ("Rollover Data"). Monthly plan data is consumed before Rollover Data. Unused Rollover Data expires after 1 billing period, with plan change, or when plan is terminated. Rollover Data is not redeemable for cash or credit and is not transferable.
- Includes the ability to use your plan for unlimited long distance calling to and roaming in Mexico.
- If you are enrolled in autopay, you will receive a monthly discount, $10 if you have one phone line or $20 if you have two or more phone lines. Discount will be applied within 2 bill cycles. The discount may not be reflected in the estimate below, but will appear on your bill when applied.
- If you have only 1 phone line on this plan, you will get $20 off your plan charge. Discount is via a monthly bill credit starting within 2 bill cycles. The discount may not be reflected in the estimate below, but will appear on your bill when applied.
- Includes Call Protect Lite spam and fraud alerts for iPhones version® 6 or higher with iOS® 9.3+ and AndroidTM smartphones with a voice over LTE (VOLTE) SIM. You agree to AT&T Call Protect and Hiya (an AT&T designated third party) using your account information, which includes your Customer Proprietary Network Information, to provide the service. See AT&T Call Protect Terms & Conditions for full description.
- See www.att.com/attmobileshare for more plan details and www.att.com/broadbandinfo for info on AT&T's network management practices.

Important Smartphone Promotion Details:

If you are receiving a credit on a smartphone under a special offer, and you cancel service on any other voice line on your account within 90 days of activating the line receiving that smartphone credit, those credits may stop. To get all the credits, please also ensure you keep the smartphone active for the entire installment agreement and maintain all required wireless services.

Video Streaming

Mobile Share Plus for Business 9GB One Line and Mobile Share Plus for Business 9GB Multi-Line includes Stream Saver. Eligible content recognized as video will stream in SD (about 480p, max 1.5 Mbps). You can turn it off any time online (att.com/myatt or att.com/premier, as applicable) or by calling 611 for access to HD video, if available. Ability to stream, video resolution and speed are not guaranteed and are affected by other factors. If two or more tethered devices are watching video from the same source at the same time, we may identify it as a single video and slow the speeds collectively to a max

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video from different sources, or turn on Stream Saver to resolve this issue. See att.com/streamsaver for details.

One-time charges | Prorated charges | Ongoing monthly charges

Wireless

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Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$1.67	$50.00	$51.67
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
Mobile Share Plus for Business 9GB One line		$5.00	$50.00	$55.00
512.574.8368 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.578.5072 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.596.6376 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.596.7549 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.599.0927 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.608.6348 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.633.2070 Lg Electronics Usa Inc.lmx420as (Primary Line)				
DATA SOC		$1.33	$40.00	$41.33
Activation Fee	$25.00			$25.00
Installment 1 of 30			$6.00	$6.00
512.701.4989 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
512.701.6273 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00

512.701.7826 Lg K40 (gry) (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
Installment 1 of 30			$6.00	$6.00
Group 1 TOTAL	**$25.00**	**$84.00**	**$960.00**	**$1069.00**

NOTES

Voice Minutes:	Unlimited
Text Messages:	Unlimited
Shared Data:	9GB
411:	$1.99/call

Group 2

Mobile Share Plus for Business 9GB Multi line		$8.00	$80.00	$88.00
Mobile Share Plus for Business 9GB Multi line		$8.00	$80.00	$88.00
Mobile Share Plus for Business 9GB Multi line		$8.00	$80.00	$88.00
Mobile Share Plus for Business 9GB Multi line		$8.00	$80.00	$88.00
Mobile Share Plus for Business 9GB Multi line		$2.67	$80.00	$82.67
512.705.0335 (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
512.705.0513 (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
512.705.5077 (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
512.707.9441 (Primary Line)				
DATA SOC		$4.00	$40.00	$44.00
512.915.8583 Lg Lm-x420as (Primary Line)				
DATA SOC		$1.33	$40.00	$41.33
512.720.1341 Lg Lm-x420as				
DATA SOC		$1.33	$40.00	$41.33
512.750.4116 Lg Lm-x420as				
DATA SOC		$1.33	$40.00	$41.33
512.839.1116 Lg Lm-x420as				
DATA SOC		$1.33	$40.00	$41.33
512.923.2005 Lg Lm-x420as				
DATA SOC		$1.33	$40.00	$41.33
512.925.3652 Lg Lm-x420as				
DATA SOC		$1.33	$40.00	$41.33
Group 2 TOTAL	**$0.00**	**$58.65**	**$800.00**	**$858.65**

NOTES

Voice Minutes:	Unlimited
Text Messages:	Unlimited
Shared Data:	9GB
411:	$1.99/call

Summary				
Federal Universal Service Fund			$171.20	$171.20
State and Local Tax			$154.08	$154.08
State Universal Service Fund			$40.27	$40.27
Administrative Fee			$39.79	$39.79
Other AT&T Fees and Surcharges			$6.61	$6.61
Regulatory Cost Recovery Fee			$1.50	$1.50
911 Fee			$0.56	$0.56
Summary TOTAL	**$0.00**	**$0.00**	**$414.01**	**$414.01**
Wireless TOTAL	**$25.00**	**$142.65**	**$2174.01**	**$2341.66**

NOTES

Additional Fees & Taxes: Additional AT&T monthly and one-time transactional fees may apply. AT&T fees are not government-required fees or taxes. See att.com/mobilityfees for details. Above estimates may not include promotions and are based on highest AT&T fees/surcharges and government fees/taxes assessed in your state; actual amounts may vary.

International Roaming (IR) & International Long Distance (ILD): Pay-per-use rates apply if you do not have an international package or plan. Rates subject to change. Go to att.com/ppurates for IR rates or att.com/worldconnect for ILD rates.

Total All Services	**$25.00**	**$142.65**	**$2174.01**	**$2341.66**

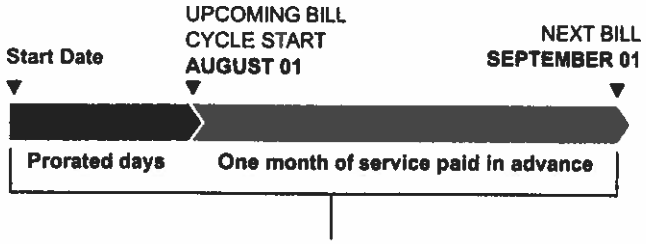
UNDERSTANDING YOUR BILL CYCLE & PRORATION

Your Billing Cycle begins on the 1st and ends on the 30th of each month.
Billing begins on the service activation start date. To learn more about your bill, please go to att.com/mybill and log into your account.

AutoPay: ✔ Enrolled

Paperless: ✖ Not enrolled, get set up at att.com/paperless.

Services	Start Date	Days of Proration
Wireless	07/30/2020	1



Your upcoming bill may be higher than normal because your bill will include prorated days (along with any one-time charges) plus one month of service in advance.

IMPORTANT INFORMATION - POLICIES & WARRANTY

General

Information About AT&T Broadband Internet Access: See att.com/broadbandinfo for information about AT&T's network management practices.

Privacy Policy: Please review att.com/privacy to see our Privacy Policy and how it applies to you and your information.

AT&T charges additional AT&T fees or surcharges for each of its services. AT&T fees are not government-required fees or taxes. To learn about the fees and surcharges applicable to your services see att.com/mobilityfees

Cancellation Policy

Wireless: You may terminate a Corporate Responsibility User line of service within 30 days of activation without paying an ETF. You are responsible for all fees and charges incurred through cancellation and must return any equipment purchased. If you terminate a CRU line of service after 30 days but before the corresponding service commitment ends, you may be charged an ETF for the associated phone number or equipment See att.com/equipmentETF.

Equipment Return Policy

Wireless (att.com/returnpolicy): Within 14 days (tablets and select accessories) or 30 days (all other devices) of purchase or shipping, you may return eligible items in like-new condition (excludes closeouts). Restocking fee of up to $55 or10% of purchase price may apply.

Mobility

Warranty Support

For full details on AT&T warranty support and exchanges, see att.com/warranty.

AT&T Protect Advantage for 1, AT&T Protect Advantage for 4, Mobile Insurance (MI)

If eligible, must enroll within 30 days of activation/upgrade. Administered by Asurion Protection Services, LLC, underwritten by Continental Casualty Company, a CNA company. **Cost:** $8.99 MI; $15.00 Protect Adv. for 1, $40.00 Protect Adv. for 4. **Deductible:** Replacement $25, $50, $125, $200, $250, $299; Cracked Screen Repair $49 for MI, $29 Protect Adv. for 1/Protect Adv. for 4; Non-Connected Device $89 repair; Replacement for lost/stolen $199 tablet/$299 laptop. Battery Replacement $0 (Protect Adv. for 1/Protect Adv. for 4 only). **Claim Limits:** 2 claims per consecutive 12 months for MI, 3 for Protect Adv. for 1, 8 for Protect Adv. for 4 (max device value $2500/claim); **Replacements:** may be AT&T Certified Restored; color, features & accessory compatibility not guaranteed. Enrollment optional; cancel any time and get refund of unearned charges. See program terms & repair details at att.com/protectadvantage.

AT&T Next (att.com/next): Your installment plan agreement allows you to upgrade with trade-in after paying a certain percent of total sales price. If you have an AT&T Installment Plan with Next Up℠ you must also pay a monthly upgrade charge. Trade-in, eligibility and other restrictions apply. See your Installment Agreement and att.com/nextreturn.

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CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT SUBJECT TO STATE REGULATION

SELLER/CREDITOR: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
1025 Lenox Park Boulevard NE, Atlanta, GA 30319

BUYER'S NAME: VILLAGE OF VOLENTE
BUYER'S PHONE NUMBER: 5126332070
BUYER'S ADDRESS: 16100 WHARF CVVOLENTE, TX. 78641-6006.
WIRELESS DEVICE DESCRIPTION: Lg Electronics Usa Inc.lmx420as
INSTALLMENT ID: 280000039968368

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	**FINANCE CHARGE** The dollar amount the credit will cost you.	**Amount Financed** The amount of credit provided to you or on your behalf.	**Total of Payments** The amount you will have paid after you have made all payments as scheduled.	**Total Sale Price** The total cost of your purchase on credit, including your down payment of $0.00 is
0.00%	**$0.00**	**$179.99**	**$179.99**	**$179.99**

Your Payment Schedule Will Be

Number of Payments	30
Amount of Payment	$6.00
When Payments Are Due	Monthly. Your device is being shipped or activated at a later date and billing will begin with your first AT&T service bill after your device is shipped or activated. See your Customer Service Summary for bill cycle details.

Security. As described in greater detail below, you are granting to Seller/Creditor a purchase money security interest in the Wireless Communications Device described above (the "Device") that you are purchasing pursuant to this Agreement.
Late Charge. No late charges will be assessed under the terms of this Agreement. Late charges will be assessed for late payment of non-installment charges for your AT&T voice and data services as specified in your Wireless Customer Agreement (or, if applicable, your AT&T business agreement) for the wireless number associated with the Device, as such number may change upon mutual agreement (in either case, the "Service Agreement") or other applicable arrangement. The current associated wireless number will be reflected on your monthly bill.
Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.
Service Deposit (if applicable). The annual percentage rate does not take into account any service deposit required by AT&T.
Additional Information. See this Agreement for more information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, and the AT&T Next Up[SM] upgrade feature.

ITEMIZATION OF AMOUNT FINANCED $179.99
of

$179.99	PURCHASE PRICE
-$0.00	DOWN PAYMENT
$179.99	AMOUNT FINANCED
$0.00	PREPAID FINANCE CHARGE

By signing this Credit Sale Contract/Retail Installment Contract/Retail Installment Obligation/Retail Installment Sale Agreement/Conditional Sales Contract/Security Agreement (this "Agreement"), you, the Buyer, choose to buy the Device on credit under the terms disclosed in this Agreement. You hereby grant to AT&T a purchase money security interest in (i) the Device, (ii) any and all cash proceeds of the Device, including without limitation any debit card or cash received by you upon disposition or sale thereof or in exchange therefore, and (iii) all non-cash proceeds thereof, to secure the payment and performance of your obligations hereunder (collectively, the "Secured Obligations"), including without limitation, any unpaid Amount Financed, any Finance Charge, and subject to applicable law, the reasonable and actual expenses of retaking, processing and disposing of the Device upon an event of default (which shall include reasonable attorneys' fees), which security interest will continue until AT&T has received payment in full of the Secured Obligations. Buyer and AT&T intend and agree that this Agreement constitutes a security agreement and that Buyer's grant of a security interest to AT&T pursuant to this Agreement is a "purchase money security interest" in the Device and the "proceeds" thereof as defined in the Uniform Commercial Code in effect in the state of Buyer's billing address at the time this Agreement is signed. You agree to pay the Seller/Creditor or any assignee (also, "AT&T," "We" or "Us") the Amount Financed and any Finance Charge in U.S. funds according to the payment schedule above. The Truth-in-Lending Disclosures above are part of this Agreement.

1. **Service Agreement. This Agreement requires that you maintain eligible wireless service with AT&T on your Device under your Wireless Customer Agreement or your AT&T business or government agreement (in any case the "Service Agreement"). Although your Service Agreement is a separate document, except as prohibited by applicable law, the Dispute Resolution By Binding Arbitration and Arbitration Agreement provisions or other dispute resolution provisions of your Service Agreement are incorporated by reference in this Agreement and will survive termination of your Service Agreement. Accordingly, ALL disputes under this Agreement shall be resolved by the dispute resolution provisions in your Service Agreement. SPECIFICALLY, UNDER YOUR SERVICE AGREEMENT -- UNLESS YOUR AGREEMENT DOES NOT INCLUDE AN ARBITRATION PROVISION -- YOU AGREE TO RESOLVE ALL DISPUTES UNDER THIS AGREEMENT ONLY THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURTS INSTEAD OF IN COURTS OF GENERAL JURISDICTION. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS AND REPRESENTATIVE ACTIONS ARE NOT PERMITTED.**
2. **Please read the full Arbitration Agreement in your Service Agreement carefully. It affects your rights.** Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at **1-800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same individual damages and individual relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis.** For any non-frivolous claim that does not exceed $75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances, AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.
3. RESPONSIBLE PARTY. As used herein, "you" or "Buyer" means an individual or a business entity that is the customer of record. If you are an individual signing on behalf of an entity or another individual, you represent you are authorized to sign on their behalf and, if it is determined you are not so authorized, you understand and agree to be personally responsible for and guarantee payment of any sums that become due under this Agreement.
4. CREDIT QUALIFICATION. AT&T may check your credit with a credit reporting agency or use your existing credit information on file with AT&T affiliates. AT&T may terminate this Agreement prior to your receipt of the Device if it is determined that you fail to meet credit qualification requirements.
5. PAYMENTS. Payments are due as stated in the payment schedule disclosed above. A bill for each payment will be included as part of the bill you will receive for service under your Service Agreement. Payments you make will be applied in the following order: first to past due balances, then pro-rata to balances due under this Agreement, and under your Service Agreement. Your obligation to make payments under this Agreement is not contingent upon AT&T's delivery of service.
6. PREPAYMENT. You may pay the total amount due under this Agreement at any time before the final scheduled payment is due. If you make a partial prepayment in order to become upgrade eligible, there will be no changes in the due dates or amount of your scheduled payment.
7. RISK OF LOSS; INSURANCE. You bear the entire risk of loss, theft or damage to the Device from any cause during the entire term of this Agreement. Even if the Device is lost, stolen or damaged, you remain obligated for the Total of Payments. We recommend that you obtain property insurance on the Device. You may obtain this property insurance from anyone you want.
8. INDEMNITY. You are responsible for any and all liabilities, losses or damages, whether imposed on you or us, that are directly attributable to you or any of your acts or omissions during the time the Device is in your possession. This provision shall survive the termination of this Agreement. To the extent permitted by law, you will reimburse us for any expenses we incur in connection with the defense of any claim or action you are responsible for under this Agreement. This includes, but is not limited to, actual and reasonable attorney's fees not to exceed 15% of the amount of the loss, liability or damage, except that in New Hampshire and Wisconsin, we will be obligated to pay any attorney's fees incurred by you in any action in which you prevail.
9. DEFAULT. You will be in default of this Agreement if any one of the following events (referred to as an "event of default") occurs:
   a. You fail to make any required payment when due or within fifteen (15) days of the due date;
   b. You breach any covenant, representation or warranty in this Agreement;
   c. You default in the performance of any other obligation in this Agreement and such default continues for ten (10) days after we provide you with written notice of the default;
   d. **You cancel the service required on your Device under your Service Agreement;**
   e. **We terminate your voice and/or data service for a breach of this Agreement or the Service Agreement; or**
   f. **You pledge, mortgage, encumber, create a lien on, adverse claim on or security interest in, or suffer the same to exist, lease, sell, dispose of, transfer, entrust, loan, or surrender possession of the Device (collectively referred to as a "Transfer") while any Secured Obligation remains outstanding.**
10. REMEDIES IN THE EVENT OF DEFAULT. In the event you are in default of this Agreement and to the extent permitted by applicable law, we have the right to exercise any one or more of the following remedies:
    a. **Disable the Device's wireless network connectivity capabilities.**
    b. **Require you to immediately pay the sum of the remaining unpaid Amount Financed** (except that in Illinois, you must be in default for at least 30 days);

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with applicable law, to satisfy any and all amounts due upon default, if you do not immediately pay the unpaid Amount Financed.

d. Require you to pay us actual and reasonable costs of collection, including attorney's fees, except that in New Hampshire and Wisconsin, we will be obligated to pay any attorney's fees incurred by you in any action in which you prevail.

e. Take possession of the Device and sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligation.

f. Otherwise exercise remedies of a secured party under the Uniform Commercial Code and other applicable law. We will give you notice of our intent to exercise our rights as required by applicable law.

11. ASSIGNMENT. AT&T may, without your consent and without notice to you, assign this Agreement, but you will not assign this Agreement or any interest in it, or sell or offer to sell or transfer or enter into any lease with respect to the Device covered by this Agreement, without our prior written consent. AT&T does not agree to any Transfer of the Device free and clear of its purchase money security interest and does not acquiesce in the retention or possession of the Device by a third party.
12. GOVERNING LAW. The law of the state of your billing address at the time this Agreement is signed shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law.
13. ENGLISH LANGUAGE. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.
14. PERIODIC STATEMENT. You will receive a statement each month showing the payment that is due under this Agreement for the coming month and any payments that were applied to the amount due the previous month. Once you have made all payments due under this Agreement, you will receive a final statement indicating that fact. These statements will be included as part of your bill for service under your Service Agreement.
15. DISCLAIMER OF WARRANTIES/RETURN POLICY. Seller makes no warranties, express or implied, on the Device, and there will be no implied warranties of merchantability or of fitness for a particular purpose. We have a limited return policy. For information about our return policy and manufacturer's warranties, please see your Customer Service Summary, visit www.att.com/shop/wireless/returnpolicy , or ask a sales representative for details.
16. TRADE-IN UPGRADE FOR SMARTPHONES. If your Device is a smartphone (other equipment excluded) you may be able to return it to us and upgrade to a new qualifying device in a trade-in transaction (a "Trade-In"). Eligibility and upgrade limitations apply. Trade-Ins require the following:
    a. you purchased your smartphone on an AT&T Installment Plan with Next Up (other installment Plans/agreements are not eligible),
    b. your account is in good standing,
    c. you return your smartphone to us and your smartphone is in good physical and fully functional condition,
    d. you have made payments of at least 50% of the Total Sale Price under an AT&T Installment Plan with Next Up, and paid the monthly charge for the AT&T Next Up upgrade feature (Next Up) on your line until you upgrade. Please refer to att.com/next for the Next Up monthly charge you agreed to pay when you purchased your smartphone. Payment of the Next Up monthly charge is not applied to the installment balances owed on your smartphone and will not be applied towards 50% of the Total Sales Price required to trade-in your smartphone. You can cancel Next Up at any time, but you must cancel by visiting an AT&T store, using your myAT&T online account, or calling AT&T customer service (611 from your smartphone). Next Up charges billed before you cancel are still owed by you. **If you cancel Next Up, you lose your ability to trade-in your smartphone for a new qualifying device, you cannot reenroll in Next Up, your previously paid Next Up charges are non-refundable, and you must pay the remaining installment payments for your smartphone.** If you do not properly cancel Next Up, but instead stop paying the monthly charges for Next Up, AT&T will **not** treat your non-payment as a cancellation and you will continue to be billed and responsible for Next Up charges, and,
    e. subject to then available agreements, offers, and associated wireless service requirements, you purchase a new qualifying device from AT&T or a participating retailer. AT&T reserves the right to cancel your ability to Trade-In and upgrade due to fraud or misrepresentation, and to alter or cease this offer at any time.
    f. If your returned smartphone is not in good physical and fully functional condition or you do not return your smartphone within the timeframe specified by AT&T, you agree you will be responsible for paying any missed and remaining installment payments under this Agreement. Following trade-in, AT&T will not be able to return your smartphone.

    With your Trade-In, AT&T will, for your benefit and for the express benefit of any assignee of your Agreement, pay off or settle the remaining balance outstanding under this Agreement and no future installment charges will be billed under this Agreement. In the unlikely event that a bankruptcy or similar proceeding shall be instituted by or against either AT&T Inc. or AT&T, your ability to enter into a Trade-In will be automatically terminated and you will be given prompt notice thereof.
17. INFORMATION CONTAINED ON YOUR SMARTPHONE. To protect your privacy, you acknowledge that before trading in your smartphone you have erased your contacts, calendar, photos, messages, call history, email, text messages, videos, web browsing history and any other personal, confidential or sensitive stored information from your device.

NOTICE TO BUYER:

1. **Do not sign this agreement before you read it or if it contains any blank spaces.**
2. **You are entitled to an exact and completely filled-in copy of the contract you sign. Keep it to protect your legal rights.**
3. **Under the present law, you have the right, among others, to pay off in advance the full amount due at any time and, under certain circumstances, obtain a partial refund or rebate of the finance charge (a/k/a time price differential). (In Puerto Rico, if you pay off in advance the balance owed under the contract, the principal owed as of the date of payment, plus any balance to cover charges or interest accrued to that date, shall be cancelled.)**
4. **This contract is covered by federal and state laws (In Hawaii, by Hawaii's credit sale law) and you have the rights of a buyer under such laws.**
5. **Seller certifies that the information contained in the contract complies with the District of Columbia Municipal Regulations, Title 16, Chapter 1.**

7. **Wisconsin residents: Marital Agreement Notice—No provision of a marital property agreement, unilateral statement under Sec. 766.59 Wis.Stats., or court decree under Sec. 766.70 Wis.Stats., will adversely affect our rights unless we are furnished a copy of the agreement, statement or decree, or we have actual knowledge of its terms, before credit is granted or the account is opened.**
8. **Michigan residents: The seller retains a security interest in the subject matter of this agreement.**
9. **Maryland, Massachusetts, and North Dakota residents: You may under certain circumstances redeem the property if repossessed because of your default, and you may, under certain conditions, require a resale of the property if repossessed.**
10. **Maryland residents: This contract is made pursuant to Md. Code Ann., Com. Law §§ 12-601 regarding Retail Installment Sales.**
11. **Arizona residents: For in-home sales, this instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15. This instrument is not negotiable.**
12. **Connecticut residents:** NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank space.2. You are entitled to a completely filled-in copy of the contract when you sign it. 3. Under the law, you have the following rights, among others: (a) To pay off in advance the full amount due and obtain a partial refund of any unearned finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed. **For sales outside of AT&T retail locations, THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.**
13. **Florida residents: For sales outside of AT&T retail locations, you have a right to cancel this note under Chapter 501, Section 25 of the Florida Statutes.**
14. **North Dakota residents: For sales outside of AT&T retail locations, this instrument is based upon a personal solicitation sale, which is subject to the provisions of the North Dakota Century Code. This instrument is not negotiable.**
15. **Rhode Island residents: For sales outside of AT&T retail locations, this is a NON-NEGOTIABLE CONSUMER NOTE.**
16. **By signing this Agreement, you are granting to seller a purchase money security interest in the Device, all cash proceeds of the Device and all non-cash proceeds of the Device, which will continue until seller has received payment in full of the Secured Obligations.**
17. **The seller may not unlawfully enter your premises or commit any other breach of the peace to take possession of the Device.**
18. **In the event you are in default under this Agreement, the seller may take possession of the Device and may sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.**
19. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**
20. **The finance charge does not exceed 0% per annum computed monthly.**

CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT

I acknowledge that I have read this Agreement and have received a copy from AT&T, which terms include dispute resolution by binding individual arbitration instead of jury trials or class actions.

Seller	Buyer
AT&T	
New Cingular Wireless PCS, LLC d/b/a AT&T Mobility	
(Signature) (Date)	(Buyer's Signature) (Date)

New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

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AT&T INSTALLMENT CONTRACT PRIVACY NOTICE

FACTS	WHAT DOES AT&T MOBILITY DO WITH YOUR PERSONAL INFORMATION?
Why?	Companies choose how they share your personal information. In the case of companies providing a financial product or service such as installment contracts (" Installment Contracts"), federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information relating to Installment Contracts. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect in connection with Installment Contracts and share can include: • Your Social Security number • Information we receive from you when you apply for an Installment Contract • Account balance and payment history on your Installment Contract • Credit history and credit scores When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AT&T Mobility chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AT&T Mobility share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your Installment Contract, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No	We don't share

Questions?	Call **1-800-331-0500**

Who we are	
Who is providing this notice?	As used in this notice, "AT&T Mobility" refers to New Cingular Wireless PCS, LLC d/b/a AT&T Mobility and AT&T Mobility Next Operations LLC.
What we do	
How does AT&T Mobility protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does AT&T Mobility collect my personal information?	We collect your personal information, for example, when you: • Apply for an Installment Contract • Provide us with contact information in connection with your Installment Contract • Enter into your Installment Contract • Make payments on an Installment Contract • Contact us regarding your Installment Contract We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our principal affiliates do business as AT&T or include the AT&T brand such as AT&T, AT&T Mobility, and DIRECTV.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • AT&T Mobility does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • AT&T Mobility does not jointly market.
Other important information	
This privacy notice only applies to information we collect in connection with Installment Contracts. It does not apply to information that AT&T Mobility may obtain in connection with any other products or services offered to you, including the wireless service obtained by you in connection with the phone or other device purchased under the Installment Contracts. Other AT&T Mobility privacy policies may apply to such other information. See your wireless service contract or other service agreements with AT&T for further details.	
You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.	

VILLAGE OF VOLENTE, TEXAS

RESOLUTION NO. R-2020- ____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE VILLAGE OF VOLENTE, A GENERAL-LAW MUNICIPAL CORPORATION, AND DEBBIE GOLD FOR CITY SECRETARY SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Volente, Texas ("Village") is a General Law Type B municipality located in Travis County, and created in accordance with State law; and

WHEREAS, the Village Council of the Village of Volente desires to enter into a professional services contract for City Secretary services.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS:

SECTION 1

That the Volente Village Council hereby approves and authorizes the Mayor to execute the Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

RESOLVED this ___ day of _____, 2020.

VILLAGE OF VOLENTE, TEXAS

_____
Jana Nace, Mayor

ATTEST:

_____
Debbie Gold, Assistant Village Secretary

Agenda item-Speed bumps

David Gordon <dagordon1234@gmail.com>

Mon 8/24/2020 1:48 PM

To: Councilmember Wilson <cwilson@volentetexas.gov>; Mayor Nace <Mayor@volentetexas.gov>; Councilmember Barrick <jbarrick@volentetexas.gov>; Council Member Evans <levans@volentetexas.gov>; Council Member Metro <cmetro@volentetexas.gov>; Councilman Racht <eracht@volentetexas.gov>; Jan Yenawine - ICE (LOCAL)!! <janawine@earthlink.net>; City Secretary <City.Secretary@volentetexas.gov>

As you may have seen or not, I opened a thread about this issue on ND at the same time I contacted you. There have been 18 respondents on the thread, not all living within the VOV. Ideas which were proffered: radar display, speed traps, speed humps (as opposed to bumps), speed limit lowering. My general sense from this group was that speed bumps, humps were not the solution of choice. There were comments that lowering the speed limit wouldn't help. A couple of respondents said they noticed an auditory difference when TCSO was present. One respondent wanted nothing done and wished the slow drivers would speed up. Several suggested more law enforcement presence and ticketing.

https://nextdoor.com/news_feed/?post=158263159

This sample is small and because it's ND, not particularly representative of all VOV residents. So the results from this conversation have limited utility.

At this point I am not exactly sure the proper venue for this discussion. I think council would be best as it is a subject with strong opinions, council is elected, and there are more voices than public works or safety committees. I came to you with a solution, speed bumps, for your committee to consider. I see now that first the problem, speed and noise on LCR, needs to be acknowledged and from that discussion a direction towards mitigation should be chosen.

Can you make sure this gets on the council's agenda?

Thank you,

David Gordon
15761 Booth

Gmail

Volentetx Publiccomments <volentetx.publiccomments@gmail.com>

Dangerous traffic on lime creek

1 message

Jason A Hansen <hansejas@hotmail.com> Sat, Apr 25, 2020 at 6:51 PM
To: "volentetx.publiccomments@gmail.com" <volentetx.publiccomments@gmail.com>

Hello,

I have seen numerous motorcycles driving past my house (16300 Jackson, at the corner of lime creek) every day that are easily doubling the speed limit. This needs to stop. I would prefer to see that section of lime creek modified with the addition of speed bumps as well as see the sheriff actually start doing their job out here.

Thanks,

Jason Hansen

Gmail

Volentetx Publiccomments <volentetx.publiccomments@gmail.com>

Noise Lime creek Road response

karen randolph <karenrando50@gmail.com>
To: volentetx.publiccomments@gmail.com
Cc: ievans@volentetexas.com

Sun, Apr 26, 2020 at 1:53 PM

I live at 8291 Lime Creek Road. It's the safety of pulling out my own driveway that bother's me more than the noise. Too many speeding vehicles coming from blind curbs. It's just simply not safe.

Hopefully hiring a Friday-Sunday Off duty police officer would help with the speeding/racing/noise?? I also saw someone suggest posting "Report Speeding Signs by calling a number". Perhaps that might help in addition to the extra police protection.

Thanks for your consideration in helping to make our community safe.

Karen Randolph

Gmail

Volentetx Publiccomments <volentetx.publiccomments@gmail.com>

Racing

1 message

MR <mikerando56@gmail.com> Sun, Apr 26, 2020 at 3:49 PM
To: volentetx.publiccomments@gmail.com
Cc: ievans@volentetexas.com

Dear Council,
I share the view of the many many folks who have been commenting on the dangerous situation on Lime Creek Road and 2769. I was passed on double yellow lines by 3 motorcycles and a Porche yesterday on Lime Creek Road, within 5 minutes between my house and Anderson Mill. A motorcycle come around the corner near Beauregard so fast my wife was nearly hit pulling out of the driveway onto Lime Creek (it was clear when she looked left and pulled out). These are not isolated incidents. The problem is making living in Volente dangerous; and that doesn't even account for the incredible amount of non-stop noise pollution.

I think this is the biggest quality of life issue facing Volente.
I fully support the idea of hiring a Sheriff to directly confront the problem.

Thank you Isabelle Evans for placing this on the agenda.

Best Regards,
Mike Randolph

Gmail

Volentetx Publiccomments <volentetx.publiccomments@gmail.com>

comments regarding agenda item III.D

1 message

christopher murray <christophermurra@hotmail.com>
To: "volentetx.publiccomments@gmail.com" <volentetx.publiccomments@gmail.com>
Cc: "ievans@volentetexas.com" <ievans@volentetexas.com>

Mon, Apr 27, 2020 at 1:50 PM

Council Members,

I am writing to show my unequivocal support with regard to hiring additional Travis County deputies to patrol Lime Creek Road (LCR). My name is Christopher Murray and I have lived on Lime Creek Road for approximately the last ten years, eight years at 12219 and the last two at 12308. I manage Travis Audubon Society's (TAS) Baker Sanctuary, a 714-acre wildlife preserve which straddles 1.1 miles of Lime Creek Road. As manager of the Baker Sanctuary, I live on-site and I hope to offer some qualitative and quantitative insight into what I see are the outstanding issues with the amount and types of traffic on LCR. While I work for TAS, the following comments are mine as a private citizen and should not be taken as those sanctioned by TAS. In my view, additional deputies to patrol LCR would help with several issues: racing, dumping, and safety. I would also suggest that additional deputies are only one prong to what I think will most likely require a multi-faceted approach.

Racing & Noise: I think I see the brunt of the racing activity, mainly due to the fact that my residence is on one of the few flat, relatively straight segments of the road. If folks are going to open up and race, headed east or west, this is where I think it happens the most. It is not uncommon to have vehicles going in excess of 80 mph through this stretch of road. On weekends when there is a good deal of traffic, it is so loud that all outside conversation has to cease until the group speeds through. Just yesterday (Sunday, 4/26), a group of six motorcycles come ripping down the road and were passing one another on the blind curve just west of 12219. They almost hit another group of motorcycles speeding down through the curve and headed east. This is the same curve with a cross from a motorcycle fatality about 14 years ago and was the site of another accident just a few months back. When I lived at 12219, I would be passed in this area by motorcycles or cars headed west, going 20-30 mph over the limit. This happens all the time. With a dedicated deputy, this could be controlled because it is relatively predictable, ie any nice weekend when it is not too hot or cold traffic and racing will be at its height. During the work week there are occasional one-offs but nothing like the weekend when the clubs come out and it is more like living by the Indianapolis 500.

Dumping: Folks dump a good deal of garbage on the LCR right-of-way (ROW). I've seen sofas, hot tubs, trampolines, engine blocks, etc but what concerns me the most is yard waste in the form of trimmed branches, discarded Christmas trees, and other woody material. On the section of LCR that Baker fronts, I regularly gather up the discarded woody material and consolidate it into a pile for Travis County TNR to retrieve. I call them approximately every 2-3 weeks, I do it so often that I don't even have to tell them which road anymore, they know it is LCR. Under the right conditions, roads can be an ignition source for wildfire, a cigarette, a spark from a chain, or even a vehicle on fire (which has happened more than once on that stretch of road) could potentially cause a wildfire if it is carried into the forest. One of the reasons TNR mows the ROW fairly frequently is to keep the grasses short so fires have difficulty initiating or spreading in the ROW, dumped woody materials in the ROW are just more potential fuel. Once again, a dedicated deputy could help alleviate the problem.

Safety: I have an 11 year-old and a 13-year old son, both of which are not allowed to ride their bikes on that road. Racing is one reason, lack of a shoulder is another, but what also figures into that calculus are the

drunks. I pick up the trash on the 1.1 mile stretch of LCR that runs through Baker and collect data on what I find. Don't judge me, I blame it on science and my love for spreadsheets. But you never know when data can come in handy. For instance, over the ten years I've been on LCR, I have picked up 2686 beer bottles/cans and 338 bottles of wine and liquor.There was even a spell a few years back where I gathered about 30 cans of Real Dairy Whip from people getting high off the nitrous oxide. I think it is safe to say there are a lot of impaired drivers on LCR. While my boys are not allowed to ride on that road, there is a ton of bicycle traffic, joggers, walkers, and hikers crossing the road at Baker Sanctuary. I don't think it requires much imagination to see that it is a situation ripe for regret. Once again, a dedicated deputy would help alleviate the problem.

This is not a new problem, ask anyone in the Travis County Sheriff's office and they know all about LCR. However, without the resources to focus on that area, the response has been tepid. A dedicated deputy is what is needed. When the next accident occurs, no one can say that it was unforeseeable, this problem will not solve itself. If you have any questions, please feel free to contact me via email or phone, 512-219-8425. While I'm certain Travis County has more extensive records than I do, below I have added the incidents on my stretch of LCR from what I could find in the files and from my personal experience.

Regards,
Chris

2/4/2000: Vehicle totaled on curve west of gate 12219, operator fled the scene.
8/12/2000: Truck crashed and caught on fire,
1/01/2005: Vehicle crashed into fence on curve west of gate 12219.
6/22/2006: Vehicle crashed into fence at 12220 gate.
8/06/2006: Motorcycle crashed on curve west of gate 12219, operator was killed.
5/13/2007: Car crash, exact location not given but was on the Baker stretch of road.
1/03/2012: Vehicle crashed into fence on curve west of gate 12219.
6/23/2013: Vehicle crashed into fence on curve west of gate 12219, operator under the influence.
10/24/2013: Attempted suicide via alcohol and sleeping pills near gate 12424.
11/06/2013: Vehicle fire near gate 12424.
1/01/2014: Vehicle crashed into fence on curve west of gate 12219.
3/24/2014: Motorcycle missed curve headed east on LCR near gate 12219, operator fled the scene.
12/7/2014: Fence cut near gate 12219 and approximately four cubic yards of construction waste dumped.
10/8/2019: west bound truck collided with east bound car on curve west of gate 12219.

Agenda item-Speed bumps

David Gordon <dagordon1234@gmail.com>

Mon 8/24/2020 1:48 PM

To: Councilmember Wilson <cwilson@volentetexas.gov>; Mayor Nace <Mayor@volentetexas.gov>; Councilmember Barrick <jbarrick@volentetexas.gov>; Council Member Evans <levans@volentetexas.gov>; Council Member Metro <cmetro@volentetexas.gov>; Councilman Racht <eracht@volentetexas.gov>; Jan Yenawine - ICE (LOCAL)!! <janawine@earthlink.net>; City Secretary <City.Secretary@volentetexas.gov>

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Can you make sure this gets on the council's agenda?

Thank you,

David Gordon
15761 Booth

Fw: Sport traffic on Lime Creek Road

Councilmember Wilson <cwilson@volentetexas.gov>
Tue 8/18/2020 1:50 PM

To: dagordon1234@gmail.com <dagordon1234@gmail.com>
Cc: Judy Graci <judithgraci@yahoo.com>; Jan Yenwine <janwine1426@gmail.com>; B Wilson <wrw@denota.com>

Hi David,

Thank you for your suggestion. The PWC meets again on Friday, August 28th at 10:30. I will put your suggestion on our agenda and hope you can be there to discuss this issue with us.

Claudia

From: David Gordon <dagordon1234@gmail.com>
Sent: Sunday, August 16, 2020 10:14 AM
To: Councilmember Wilson <cwilson@volentetexas.gov>; Councilmember Barrick <jbarrick@volentetexas.gov>; Mayor Nace <Mayor@volentetexas.gov>; Council Member Evans <levans@volentetexas.gov>; Council Member Metro <cmetro@volentetexas.gov>; Councilman Racht <eracht@volentetexas.gov>; Jan Yenawine - ICE (LOCAL)!! <janawine@earthlink.net>
Subject: Sport traffic on Lime Creek Road

This suggestion is for Councilwoman Wilson and the Public Works committee.. All the rest of you are cc'd to get everyone thinking.

I would like the PWC to consider the idea of speed bumps on LCR as a possible option to help mitigate the weekend sporting traffic on LCR. I don't have details thought out. I am assuming traffic engineers would need to be hired to guide the project, which may also include lowering the speed limit from what seems to me to be a too high 40mph.

I would think many residents along the LCR corridor might find this idea welcome and a good use of VOV funds. I understand that this could take some time to enact as the idea/project winds its way through our processes.

Thank you for your consideration,

David Gordon
15761 Booth Cir

~~12/19~~ 12/17

Speed Humps – No!

From: "Road Access for Disabled Americans". www.digitalthreads.com/rada

Speed bumps slow down emergency vehicles. The maximum optimum response time for victims of sudden cardiac arrest is 4 minutes, at which time you have a 50-50 chance of survival. At 5 minutes, you have a 19% chance of survival. The average time for a fire to burn beyond its flashover point is 6 minutes.

In a study submitted to the City of Boulder, Colorado, it was determined that speed bumps would allow the death of 85 victims for every 1 they saved. They then assumed "a wildly optimistic posture" that still indicated speed bumps would cause 10 lives to be lost for every 1 saved.

In Gaithersburg, Maryland, a television station blamed speed bumps in the death of two boys in a fire.

A study for Austin, Texas, considered a 30 second delay in response time due to traffic calming devices. They estimated they would lose an additional 37 lives per year with patients of cardiac arrest. At best, only one pedestrian may be saved.

Unbeknownst to an Orange County, Florida, woman, she was airlifted by helicopter to a hospital. The fire-rescue report stated that she had fallen. The official story says that her injuries precluded an ambulance. But some neighbors think that the paramedics didn't want to drive over the nine speed humps in her neighborhood with her in the back.

Speed humps are usually installed in a series to be effective. Heavy fire fighting vehicles cannot safely regain cruising speed between the humps.

Speed bumps increase air pollution and fuel usage. Research was carried out in Austria with 6 humps and a 40-kph speed limit over a mile stretch of road. Nitrogen oxide emissions increased 10 times, carbon monoxide 3 times, and carbon dioxide 25%. Fuel consumption rose 27%.

In Portland, Maine, speed bumps were installed along Stevens Avenue. Volatile organic compound emissions increased by 46%.

"If you have a broken neck and need a fast smooth ambulance ride to the hospital, do you want to risk permanent paralysis or death from sudden slowing down for or bouncing over speed bumps?" – a Colorado Professional Engineer

A study by the Transport Research Laboratory of the Department of Transportation, United Kingdom, showed that "Schemes with a 75 metre hump spacing…showed increases in CO and HC of around 70-80% and 70-100% respectively, and an increase in CO_2 of around 50-60%."

Speed bumps harm the disabled and those with physical ailments. Cortney had a birth defect that caused brittle bones. One day her school bus hit a speed bump. Her arm and bones in her spine were broken.

The Commission on Disability at Berkeley wrote that "For some people with disabilities, the pain and injury which can result from driving or riding over speed humps makes these 'traffic calming devices' into virtual barricades."

In the aviation community, some charitable flights with patients are given the identifier of "Compassion". These are flights like Mercy Mission, Angel Flight, etc. The reason for the identifier is to assist controllers in avoiding turbulence, even though they are not the priority handling "Lifeguard" flights. In a sense, with speed bumps, we are adding 'turbulence' to those less fortunate than most of us.

Speed bumps make snow removal difficult, as snowplow operators would have to raise their plows at the humps.

Speed bumps increase vehicle wear and tear. This applies not just to our personal vehicles, but also to emergency vehicles and buses. Speed bumps have caused fire equipment compartment doors to open and dump stored equipment unto the street, crack frames, break a truck tank, shear off a front axle assembly, and break body welds. A British bus company estimates that speed bumps cause it an additional 40,000 a year, with broken springs, skirting, exhausts, and a collapsed suspension. Sacramento, California, will not put bus routes on streets than contain speed humps.

What evidence do we have that vertical deflection devices have been tested and found safe for all persons with disability while traveling in a wide range of motor vehicles?

Speed bumps increase noise. The increased noise is due to additional braking, acceleration, and jarring truck beds. This especially holds true for larger vehicles.

Reportedly, although I'm still trying to confirm this with the city, there was an individual in Fort Collins, Colorado, who strongly pushed for speed bumps in her neighborhood. One of them was put in front of her home. She then successfully pushed to have the city spend thousands more to have that one moved because of the increased noise.

> *"People don't realize we have 500 gallons of water inside those fire engines. With that weight, we can't take bumps very fast. We have to come to almost a complete stop." – a Californian Firefighter [Some tankers have up to 2000 gallons.]*

Speed bumps increase a community's liability for accidents associated with them. California courts have held those installing speed bumps liable for personal injuries resulting from faulty designs.

In one case, a bicyclist was awarded a $125,000 settlement against a parking lot owner for an injury incurred after striking a speed bump.

Speed bumps increase neighborhood friction and road rage. Calling a speed hump a "traffic calming device" is worse than a misnomer or oxymoron. Are people calmed when others throw obstacles in their way?

Speed bumps can cause accidents. Amy sat in the back of a car to properly hold the flowers she had bought for her parent's anniversary. The car hit a speed bump. She was thrown from her seat, hitting her head. She died about 4 months later as a result of the accident.

Experimental devices placed on a street to protect children at local schools in Portland, Maine, resulted in an increase in accidents of 35%.

Speed bumps are retrogressive. Why install a technologically poor device that presents an additional obstruction and danger to community members?

Does your community have better uses for limited financial resources? Why spend thousands of dollars on speed bumps, when items such as road surfaces, pools, sewers, and landscaping need to be maintained? Do you want speed bumps, or is the money better spent on other items?

> *"As a Firefighter/Paramedic for 15 years I know how hard it is to provide adequate care in a moving vehicle. Speed bumps make it almost impossible to do this. The ambulance either has to stop or treatment has to be postponed until after them." – from Santee, California*

It punishes all for the transgressions of a few. Is it right to burden an entire community rather than the particular offenders? Check into whether or not off-duty sheriffs or private security guards could patrol the neighborhood. Although also costly, more paths and crosswalks could be utilized.

Local Requirements: Check your local requirements. Where I live, the County Commissioners require 65% of the affected residents to approve a speed hump proposal. They also require 65% to remove them. Be aware of your local engineering guidelines and the associated expenses. Inquire as to who must meet the cost of installation. The humps must be correctly designed, painted, and signed.

As speed bumps are discriminating to the disabled, some consider the idea of voting on whether or not to install them invalid for discussion, equivalent to voting to segregate schools by race.

Bicyclists and motorcyclists are also physically impacted. Can you imagine the impact of an unwary motorcyclist hitting a speed bump? Or if snow is covering the speed bump sign or road? Imagine the lawsuit.

Speed bumps can cause accidental air bag deployment. One company confirmed four incidents of air bag deployment involving one of its models after striking speed bumps. Of the approximately 42 children killed by air bags, a clear majority has been in low speed accidents less than 15 miles per hour.

Speed bumps can injure emergency response members. One firefighter was awarded permanent disability status due to a cervical spine compression injury. Yes, she was wearing a seat belt. Another firefighter, although returned to limited duty for ten months after a speed bump accident, was then awarded full disability due to head and neck injuries received.

Web Sites: For a site with many links pertaining to speed bumps, visit: www.io.com/~bumper/ada.htm. A well-researched report for Boulder, Colorado, is available at: Http://members.aol.com/raybowman/risk97/eval1.html.

Randall Schlecht, Loveland, Colorado. For corrections or questions e-mail at bluemtn@info2000.net.

5

ARQ. CECILIA GARZA-TREVIÑO 15907 FM 2769 VOLENTE, TX 78641
P. O. Box # 684425
Austin, TX 78768
Phone: (512) 250-5524
gartre@juno.com

DATE: 13th of June, 2012

TO: Hon. Justine Blackmore-Hlista
Mayor of the Village of Volente
15403 Yenawine Way
Volente, TX 78641

RE: LAW ENFORCEMENT OF SPEED LIMIT
CONTROL OF TRAFFIC IMPACT AND SIGNAGE CONFLICT

Dear Mayor Blackmore-Hlista and Council Members:

I want to thank Christopher R. Wilder for his May communication regarding the commendable steps towards inter local government agreements to Law and Ordinance Enforcement in our community.

Yet, huge challenges are upon to detour the council's lofty goals as I convey with the following issues:

- **Speed**

  The Farm to Market 2769 has always had a 45 mph speed limit. [1] However, is perceived and used throughout as a *highway* with a speed limit of 65mph. **Everybody** speeds, including but not limited to School Buses and Park Rangers.
  The speed limit enforcement from the Travis County Sherriff (TCS) –as I've experienced, has always been at odds with the citizens of Volente at large; commuting to work is the defense argument.

- **Traffic Impact**

  Though, the perception of increase traffic due to weekends and seasonal water activities is far from the reality; FM 2759 and Lime Creek being the only continuous road in and out to our community is heavily used by residents, commuters, services, construction and delivery trucks, boats hauls, etc. day and night throughout the week. As well as motorcycle and car racing -activity I have witnessed, not exclusive to weekends.
  None abide by the Speed Limit, No Thru Trucks Ordinance and Noise Ordinance.

[1] Lime Creek Rd. has even more restrictions.

- **Signage Conflict**

The track from (and around) the Volente Beach to Rita Vista is plagued with signage that not only is conflicting with each other [EXH-1, EXH-2 & EXH-3], but have become absolutely irrelevant due to their placement and lack of enforceability. [2]

- **Weight Load Impact**

FM 2769 and Lime Creek Rd. have never been engineered for heavy load impact such as: the 18 wheelers, construction material and service delivery trucks, which increasingly cruise within our community. Their heavy weight load generates vibration onto surrounding soil strata, causing sinking foundation patterns as experience in all the old cabins[3] on the track, in addition to more wear and tear of the roads and subsequently more maintenance.

Many things can be done to implement civil responsibility in our community; I'm looking forward for a positive outcome.

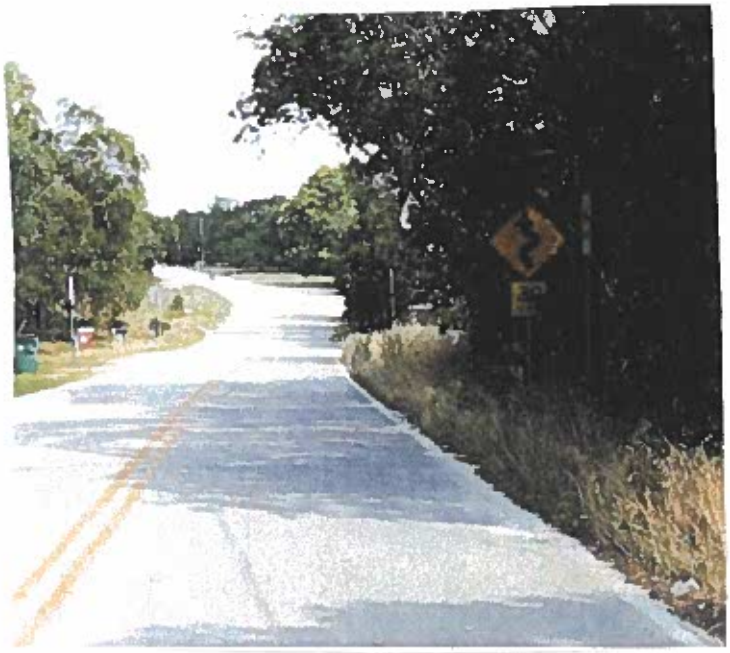
Respectfully submitted:

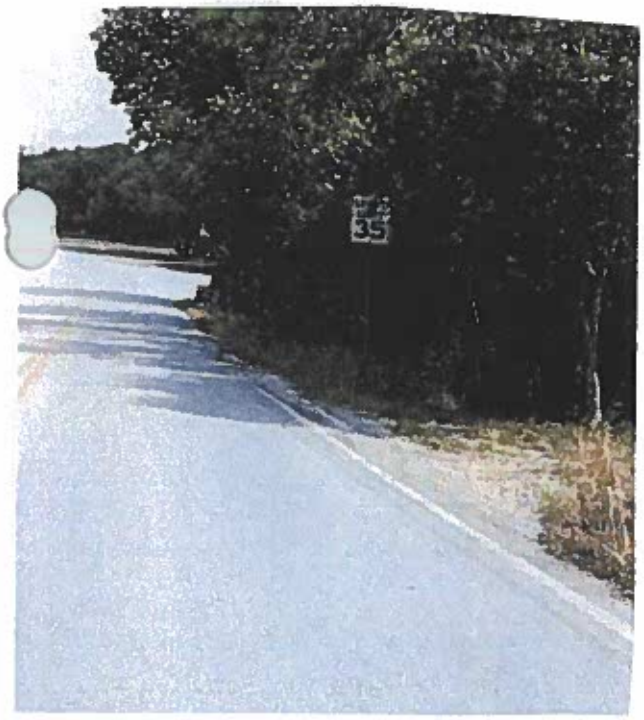
Arq. Cecilia Garza-Trevino
15907 FM 2769
Volente, TX 78641

cc: File

[2] Let it be noted that the community diligently enforces the No Parking signage throughout.
[3] Including Jaston Williams' cabins.


SPEED
LIMIT
30





Re: Requesting HELP with Safety

Mayor Pro Tem Wilder

Thu 6/27/2019 8:39 PM

To: Erica Janke <ericajanke@gmail.com>
Cc: City Secretary <City.Secretary@volentetexas.gov>

Erica,

I wish it were as simple as spending. We are working on it, and I and others have are working on a solution. The challenge is:

1. 2769 is controlled/maintained by Travis County so Volente has no jurisdiction on that road. We can't just put speed bumps on their roads, but we are working with them to figure out a path forward.

2. Several years ago council actually approved speed bumps on Booth (which is ours). The neighbors on Lime Creek, Sherman, Jackson, Dodd, Aaron, and West wanted them too. Their simple solution turned into a series of traffic pattern studies and the council at the time didn't have the appetite.

I agree something needs to be done. We are working with Adam @ BB and the Sheriff's dept to help.

Any ideas and/or input would be greatly appreciated.

Thanks,

CW

Sent from my iPhone

On Jun 27, 2019, at 7:20 PM, Erica Janke <ericajanke@gmail.com> wrote:

> Thank you CW, I truly appreciate your response.
>
> Realistically, there should be LITTLE to NO issue with emergency vehicles traveling over 2 speed bumps/pillows. That is a bit of a ridiculous concern. They exist all across the city/state/country. And there's HARDLY EVER emergency vehicles needing to move through that intersection.
>
> Honestly, it sounds more like a spending issue. And I've personally researched several kinds of bumps/pillows, and the cost is minimal - especially compared to the cost of further patrols/manpower on site.
>
> Furthermore, the reckless speeding problem is an EVERYDAY occurrence, not isolated to weekends. And many times is much worse on weekdays.
>
> I'm not sure I understand why this isn't a simple problem solved, scenario.

Literally 2 sets of speed bumps/pillows would fix/eliminate the entire problem.

Please keep me updated.
Thank you,
Erica Janke

On Jun 27, 2019, at 4:23 PM, Mayor Pro Tem Wilder <cwilder@volentetexas.gov> wrote:

Erica,

Thanks for the note. I agree, that area is crazy town and we are looking at options to slow down traffic. I have discussed putting speed bumps (or even traffic "pillows" as some call them) with the Fire Chief and he is concerned about slowing-down emergency services. We even tried to put a temporary stop sign at the intersection of 2769/Lime Creek to mixed results.

This is something that is a problem and we are looking for ways to address the situation that allow for us to balance safety with traffic-flow. What we can do for now is to have our Sheriff's Deputies increase traffic patrols along the road to discourage reckless behavior – I will speak with them tonight. In the meantime, if you have any specific complaints over the holiday week or on the weekends please feel free to contact me on my mobile at 512-656-2795 or the Travis County West Command at 512-854-9728 and we'll do our best to help.

V/r,

CW

From: Erica Janke <ericajanke@gmail.com>
Date: Thursday, June 27, 2019 at 2:48 PM
To: Mayor Pro Tem Wilder <cwilder@volentetexas.gov>
Subject: Requesting HELP with Safety

Greetings, Mayor Wilder!
My name is Erica Janke, a resident of Volente. I'm desperately trying to get assistance putting in two speed bumps at the Volente intersection - one at the Y of Lime Creek and 2769, and another just past the (Beachside Billy's) cottages... and my house. I'm the residence directly across from the cottages. It is insanely dangerous and very loud, with the reckless speeding and racing from motorcycles and cars ALL YEAR ROUND. It is treated like a drag strip. I worry very much about the safety of my own son, along with the other children and patrons visiting the restaurant, water park, marinas, and cottages. I'm hoping we can work together to get this accomplished.
Thank you,
Erica Janke

--

Erica J. Janke, *Owner*

Image removed by sender.

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Why Municipalities are Moving Away from Speed Humps as a Traffic Calming Solution

TRAFFIC-CALMING TRENDS: Antiquated, Knee-Jerk Response to Speeding Drivers Now Being Rejected Around the World

Every day, municipalities, HOAs and school districts across the nation face problems with speeding drivers. For decades, speed humps were the only traffic-calming solution available. Today, the antiquated speed hump—a traditionally popular solution to speeding drivers—has become a controversial lightning rod in conversations involving traffic-calming solutions coast-to-coast and around the world.

Contemporary wisdom now recognizes the shortcomings of and frustrations associated with speed humps. Media report that speed humps:

- Are expensive to install and expensive to maintain—Speed humps can cost $4,500 to $7,500. [Source: *The Washington Post*, Sept. 9, 2008]
- Interfere with response times of emergency vehicles—Each speed hump costs fire trucks ten seconds in response time. [Source: ABC Orlando/WFTV, Jan. 28, 2010; and Fire Capt. Jeffrey Martin, St. Petersburg Times, Feb. 2, 2008; and the Tampa Tribune, Sept. 20, 2008]
- Reduce property values—Prospective homebuyers reject home sites near speed humps. [Source: Tampa Bay Online, Sept. 30, 2009]

- *"Speed bumps are irritating and upsetting and painful. It's the same as going over chuck holes. Speed bumps make traffic speed unpredictable as some vehicles don't slow down."* D.C.
- *"Numerous speed humps and tables slow down response time to emergency vehicles [and subject automobiles to]obstacles which contribute the excessive wear and tear to my vehicles."* L.B.

The controversy was settled legally in 2009 when arbitrators ruled that about one-third of the newly installed speed humps should be removed. The result: Hillsborough county has spent at least $200,000 to remove the speed humps in Carrollwood Village alone.

Resolution:

Time and technology have eclipsed the traditional fix. Residents and community leaders—armed with online access to information and vendors—expect and demand an improved solution that could accommodate a broad range of needs.

In addition to speed hump removal, the arbitration report also recommended the installation of additional driver feedback signs—a solution that had been part of the original plan but delayed due to the controversy. With some 40 driver feedback signs to be installed within a beautiful residential setting, cost and aesthetic appeal became primary considerations. Local community leaders Libbie Jae and Jennifer Fritch spearheaded the search for a cost-effective and attractive solution.

"Driver feedback signs are subtle but very effective reminders to drivers without all the noise and disruption of speed humps, which have been quite divisive," says Libbie Jae. *"Radarsign offers a great solution that answered all of our needs: Not only are the signs silent and attractive, they are also very affordable and the solar power option makes them a green solution. I just see Radarsign as a win-win all the way around."*

Related Stories:

- April 2010, Columbia News Service: Millburn Township in New Jersey is forced to remove five of eight speed humps. Taxpayers estimated to foot the loss of $8,000 in installation costs plus removal fees.
- Tillamook County in Oregon openly advocates against speed humps. http://www.co.tillamook.or.us/gov/pw/Documents/speed-bump-flyer.pdf

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The Pros & Cons of Speed Bumps

Article sponsored by OSHA

Although speed bumps are a cost-effective initial solution to speeding problems in residential areas and school zones, they can often be expensive to maintain. And while they are a good temporary solution to speeding traffic they can create long-term problems, as well.

Safety

- Speed bumps are generally installed to slow the speed of traffic in residential areas and school zones. While they force cars to move at a slower pace, they can create problems for emergency vehicles, large trucks and buses.

Noise

- Speed bumps generally deter non-mandatory traffic on residential streets, encouraging those drivers to choose alternative routes. On the negative side, cars often slow down very quickly to avoid bounding over the speed bumps, which leads to the endless sound of squealing brakes.

- Costs

  A major shortcoming of speed bumps is that the materials they are made of break down often, requiring costly repairs.

- Materials

  Speed bumps are usually made of plastic, metal or rubber. Metal speed bumps can damage large trucks or emergency vehicles but last longer than other materials. Plastic and rubber speed bumps do less damage but generally need to be replaced more frequently.

- Misconceptions

  Speed bumps are not the same as speed humps as the latter features a gradual incline while the former have a steeper incline.

PROS AND CONS OF SPEED BUMPS

PROS	CONS
Reduces Speed	Humps instead of bumps are a gentle design and cannot reduce speeds as much as some residents want
Speed and volume changes tend to remain over time	Causes traffic to divert to other streets so the problem just gets moved
Some residents usually report that they are generally satisfied	Large trucks and emergency vehicles residents usually report that they must pass over them very slowly thus delaying assistance
Have advantage of being largely self enforcing and of creating a visual impression, real or imagined, that a street is not intended for speeding	Require striping and signage which some residents object to
Potential to reduce accident rates	Some residents believe they create an environment in which their right of enjoyment of the common properties is interfered with
May reduce some resident complaints	Noise levels increase at the bump due to rapid deceleration and noise of the vehicle going over the bump
Less public controversy than some other concepts	Cost of initial construction and then continued maintenance. (Metal bumps last longer, however they damage trucks and emergency vehicles; plastic and rubber bumps do not damage vehicles, however they must be replaced regularly
Another tool or option in traffic calming	Drivers trying to avoid bumps run off road onto shoulder and cause road to breakdown increases potential conflict in neighborhood since there is not 100% support for bumps Potential vehicle damage if traversed at high speed
	Potential personal injury if traversed at high speed
	Longer emergency response time

PROs:	Uncomplicated to install	CONs:	Not effective in slowing traffic, May cause speeding, noise, Pollution and dangerous road Conditions.

While both of these options seem logical enough, studies have again shown that the opposite might be closer to the truth. Stop signs are generally used to indicate which driver has the right of way at an intersection. They are great at preventing crashes – not so good at getting drivers to reduce speeds. It fact, it's been found that drivers often increase their speed after stopping at a stop sign. When signs are posted for the purpose of slowing traffic, studies find that drivers often exhibit a resentful attitude toward them. This increases the chance of drivers simply running stop signs as well as speeding.

Installing speed limit signs may seem to be a logical solution to remind drivers not to speed. But numerous studies show that speed limit signs have little impact on actual driving speeds. They find that drivers do not operate by the speedometer but by the conditions they meet.

SPEED BUMPS

PROs:	Moderate cost. Somewhat effective in slowing speeds.	CONs:	Increased noise levels. May impede fire trucks and or emergency vehicles. May be unsafe to bicyclers, motorcyclists and others.

Employing speed bumps in order to slow traffic has been a popular choice for neighborhoods and government agencies throughout the U.S. In the past twelve years, one city for instance has installed 300 speed bumps. The reaction has been very mixed.

Guidelines I found that are used to determine if speed bumps are necessary and should be installed on a road is if there are approximately 600-5000 cars traveling that road. Our subdivision hardly fits into that category.

While speed bumps are proven somewhat effective in slowing average traffic speed, they also have drawbacks that must be considered. The first is noise.

Researchers of one study estimated that the undulation of cars passing over the speed bumps increased the volume of car noise by 10 to 20 decibels. Another test found that cars driving over the bumps at 10-15 MPH had a noise level equal to a car traveling 25-30 MPH. Trucks passing over the bumps at 5 to 10 MPH had a noise level equal to a truck going 25-30 MPH. The study concluded that the slower speed made the noise last over a longer period of time.

in slowing traffic. Mobile – can
be moved to problematic streets.

They are called radar speed signs, speed-reader boards, driver feedback signs and "Your Speed" signs. They can be permanently mounted like any other traffic sign or they can be attached to a trailer and moved from one location to another. All speed-reader boards alert drivers to their actual speed as they pass by. Some flash warnings such as **"SLOW DOWN"** when speeds reach a pre-set limit.

The studies done on driver feedback signs indicate that they are highly effective in slowing traffic, particularly when used on residential streets, near school zones and around playgrounds. They have the greatest effect on those who are traveling significantly over the speed limit. Interestingly, research results also indicate that these traffic-calming devices have a long-lasting effect. They continue to calm traffic even after they become long-standing fixtures at a location. A study conducted by the Transportation Institute showed that almost the same speed reduction was being achieved four months after installation. Other studies have shown drivers exhibit traveling significantly reduced speed months after the signs are removed. In a recent survey, traffic engineers and other safety professionals ranked driver feedback radar signs as the most effective traffic calming method for neighborhoods and school zones. Researchers suggest that the sign's effectiveness is due to the fact that, unlike static speed signs that are often ignored, feedback signs refocus driver attention on their own speed father than on their personal evaluation of driving conditions. I believe this is a significant finding as our remote location lends itself to drivers (both residents and visitors) making their own decision that there is simply no reason to obey stop signs, etc. I have personally witnessed drivers ignoring stop signs in our subdivision. I have also been guilty of not stopping completely as by my estimation at quick glance there were no other cars or people around the intersection I was crossing. I will add – the two things that always make me check my speed and/or slow down are signs that state "Children Playing" and a radar sign showing me my speed and flashing red when I am over the limit. Typically a speed limit sign is placed shortly before the radar sign so a driver has no question.

Finally, the quote we received to put in more signs is in excess of $4000 (see attached). I did some research and the radar signs are about $3800 - $4200. I have attached a quote from a radar sign company along with some information regarding this type of traffic calming.

While more investigation should be done so the Board is sure about what direction to go, I do think it would be worth considering this option instead of putting up a bunch more signs that probably won't result in the outcome we desire. We should also think long and hard about all the negative research regarding speed bumps/humps. I was very surprised at the negative results of my research, as I truly believed it would culminate in a pro speed bump decision.

Excessive speed on Mary Street

Mary Munsinger <marymunsinger2@gmail.com>

Mon 4/15/2019 10:17 AM

To: council.member4@volentetexas.gov <council.member4@volentetexas.gov>
Cc: Mayor Springer <Mayor@volentetexas.gov>

Good morning.

I live at 7800 Brandy Way here in Volente, which is located at the corner of Mary Street and Brandy Way. For the most part this small but growing neighborhood is quiet and peaceful with residents walking, jogging or exercising their dogs. We coexist with cars traveling at the posted speed of 25 mph. But it is not at all unusual for cars to speed down Mary Street with excessive speeds, basically flooring the petal, to the maximum their vehicles go. I would estimate some at 70-80 mph or better. Of course this is even more common in the summer with visitors and I feel it is a problem. The posted speed sign does not seem to deter many drivers but there is another way to address the issue.

I would like to request the Village consider and install speed bumps to discourage this and slow vehicles to a safer speed. A quick internet search found companies that sell bumps, which they claim are very easy to install, and fairly cheap. I hope the city council will consider my request.

Thanks for listening,

Mary Munsinger

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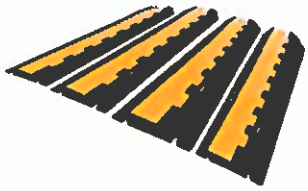

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$158.99

FREE Shipping

Happybuy 2pcs 6 Feet Rubber Speed Bump Driveway Modular Heavy Duty Speed Bumps 72.4 x 12 x 2.4 Inch Cable Protector Ramp fo...

5

$199.99

FREE Shipping

FCOME 1 Pack Rubber Cable Ramp Hose Cable Protector Ramp 2 Channel 22000Lbs Load Capacity Traffic Speed Bump Wires Power ...

12

$41.99 ~~$49.99~~

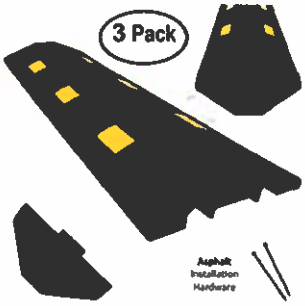
Save 5% with coupon

Get it as soon as Tue, Dec 17

FREE Shipping by Amazon

More Buying Choices

$36.79 (3 used & new offers)



Electriduct Ultra Light Weight Economy Speed Bump - Black - 3 Pieces (9 Feet) - Asphalt

15

$191.99

FREE Shipping

Vestil SBA-36 Plastic Speed Bump with Asphalt Hardware Kit, 4 Mounting Holes, 72"x 10" x 2", Safety Yellow

$142.00

Get it as soon as Wed, Dec 18

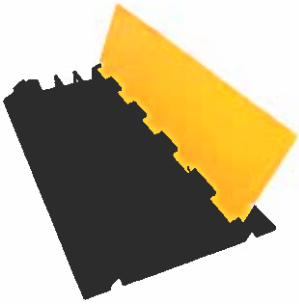
FREE Shipping by Amazon

Mannial Trimmer Head fit Speed Feed 400 Bump Feed Echo PAS210 PAS225 PAS230 Shiandaiwa T195S T220 T222 T230 Trimmer SRM ...

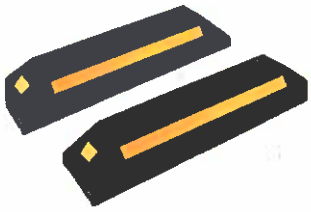
7

$9.99

FREE Shipping



2-pack



SHZOND Extreme Rubber Single Channel Cable Protector Cable Ramps/Protectors Cable Ramp Cover 4 Pack Cable Protector Ram...

23

$69.99

Save 5% with coupon

Get it as soon as **Sat, Dec 14**

FREE Shipping by Amazon

Glad grace 3M Engineer Grade Reflective Sign, Legend Speed Bump Ahead, 8" X 12" inch, Black on Yellow

$5.90

$2.80 shipping

Vestil SBRY-Cap-A Black Heavy Duty Speed Bump Cap, Asphalt, 14.5" Length, 11.75" Width (Pack of 2)

$25.00 ($12.50/CAP)

FREE Shipping by Amazon

Usually ships within 3 to 5 days

Vestil CS-AK-4 Plastic Car Stop Asphalt Hardware Kit with 4 Mounting Holes

1

$34.56

Get it as soon as **Sat, Dec 14**

FREE Shipping by Amazon

Only 16 left in stock (more on the way)

Sponsored

SmarketBuy Rubber Cable Protector Cable Ramps Black Ramp and Yellow lid Connector Speed Bump (4 Pack Single Channel)

8

$69.99

Save 5% with coupon

Get it as soon as **Mon, Dec 16**

FREE Shipping by Amazon

Sponsored

Zbond 3 Pack Extreme Rubber Cable Protectors Dual Channel Cable Protector 12000LB Rubber Speed Bump cable ramps / protectors (3 ...

11

$69.99 ~~$74.99~~

Save 5% with coupon

Get it as soon as **Sat, Dec 14**

FREE Shipping by Amazon

Have you ever wondered "what's the difference between a speed bump and hump?" We have the answer. Speed bumps are placed in parking lots and driveways and places where people and cars share the same space. Bumps act more aggressively and bring vehicle speed down to a near-stop. Speed humps you ask? Read about them here.

Speed Bumps

7 Products

Results per page **30**

★ REVIEWS

Traffic Safety Store

6' Heavy-Duty Rubber Speed Bump

Rated *5/5* ★★★★★ stars - Based on 4 reviews.

On Sale

You save 14% regardless of quantity

$128.50 ~~**$149.95**~~ each **Quantity 1-14**	**$128.50** ~~**$138.25**~~ each **Quantity 15-49**	**$128.50** each **Quantity 50+**

IN STOCK - SHIPS TODAY

Quick Facts:

- 6' long x 12" wide x 2 1/4" tall
- Approx. 55 lbs weight - Heavy Duty Recycled Rubber
- Mounting Hardware Included

Free Mounting Hardware Included

Item #:SBRHD6S

Description

Heavy-Duty Speed Bump - Solid rubber (no channels) for demanding applications - High traffic areas or heavy vehicles like trucks and buses. The Heavy Duty 6-foot rubber speed bump safely slows car speeds to 2 to 5 mph. Helps calm and slow traffic in parking lots and private roads.

traffic Safety Store

6' Economy Rubber Speed Bumps

Rated *4.8/5* ★★★★★ stars - Based on 26 reviews.






On Sale

You save 13% regardless of quantity

$78.50 ~~**$89.95**~~ each **Quantity 1-14**	**$78.50** ~~**$83.75**~~ each **Quantity 15-49**	**$78.50** each **Quantity 50+**

IN STOCK - SHIPS TODAY

Quick Facts:

- 6' long x 11" wide x 2" tall
- Mounting Hardware Included
- Weight is approx. 48 lbs, vulcanized rubber

Free Mounting Hardware Included

Item #:SBER6S

Description

Our Economy Rubber Speed Bumps are constructed from a very durable blend of vulcanized rubber. These economy rubber speed bumps are designed to reduce and control the speed of vehicles in parking lots, roadways, and private lanes. Our speed bumps include high visibility

Re: Speed Bump Concern

City Secretary
Tue 12/17/2019 12:27 PM
To: M Munsinger <marymunsinger2@gmail.com>

Hello Ma'am,

Thank you for reaching out to us. I tried getting your contact number to let you know shortly after I found out that the item had to be removed from the draft agenda due to safety measures. I was told that Mary street was designated as a major thoroughfare and because it was designated as a thoroughfare the village can not place a speed bump on it by doing so it interferes with response times of emergency vehicles. We will continue to do some more research on this item. Thank you in advance for your patience.

Very Respectfully,
Nanette Akinleye

Acting City Secretary
Village of Volente
512.250.2075
city.secretary@volentetexas.gov
http://www.villageofvolente-tx.gov/

From: M Munsinger <marymunsinger2@gmail.com>
Sent: Tuesday, December 17, 2019 10:47 AM
To: City Secretary <City.Secretary@volentetexas.gov>
Subject: Re: Speed Bump Concern

Good morning, Ms. Akinleye.

I planned to attend the Volente meeting scheduled tonight, but in looking over the agenda, I did not see anything related to the speed bump concern. Can you clarify?

Thank you, Mary Munsinger

On Thu, Nov 7, 2019 at 4:25 PM City Secretary <City.Secretary@volentetexas.gov> wrote:
Hello Mary Munsinger,

Just wanted to reach out to you in reference to the Speed Bump Concern you had this summer. This item will be on the 12/17/19 agenda just in case you would like to speak on it. Thank you.

Very Respectfully,
Nanette Akinleye

Acting City Secretary
Village of Volente
512.250.2075
city.secretary@volentetexas.gov
http://www.villageofvolente-tx.gov/

Please note that any correspondence, such as e-mail or letters, sent to Village officials, staff, board, or commission may become a public record and made available for public/media review.

ATTENTION PUBLIC OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

From: M Munsinger <marymunsinger2@gmail.com>
Sent: Monday, May 20, 2019 9:48 AM
To: City Secretary <City.Secretary@volentetexas.gov>; Council member Ryan <sryan@volentetexas.gov>
Subject: Re: Speed Bump Concern

Hello.

Thank you for consideration of my request and the attachment with the Village's position on speed humps/bumps. I understand the position.

My question is what will Volente do to stop the wreckless drivers passing through my residential neighborhood? The posted speed limit is 25 mph and drivers routinely drive at speeds in excess of 70 mph. It is a matter of time before an accident occurs between a speeding car and the pedestrians, bikers, golf carts or dog walkers that routinely use Mary Street. I'd seriously love to hear proposals about speed enforcement.

Sincerely,

Mary Munsinger

On Wed, May 15, 2019 at 1:25 PM City Secretary <City.Secretary@volentetexas.gov> wrote:

> Hello Ma'am,
>
> In reference to your request submitted by Council member Ryan on your behalf to possible install speed bumps on Mary Street between Lime Creek Road and Ray Vista Street please see the attached. Thank you.
>
> Very Respectfully,

Nanette Akinleye

Acting City Secretary
Village of Volente
512.250.2075
city.secretary@volentetexas.gov
http://www.villageofvolente-tx.gov/

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ATTENTION PUBLIC OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

Re: Agenda Item

Councilmember Wilson <cwilson@volentetexas.gov>

Wed 8/26/2020 3:46 PM

To: Cynthia Metro <cindymetro7@gmail.com>; Mayor Nace <Mayor@volentetexas.gov>
Cc: Councilmember Barrick <jbarrick@volentetexas.gov>; Council Member Evans <levans@volentetexas.gov>; Councilman Racht <eracht@volentetexas.gov>; City Secretary <City.Secretary@volentetexas.gov>

I will second.

From: Cynthia Metro <cindymetro7@gmail.com>
Sent: Wednesday, August 26, 2020 1:38 PM
To: Mayor Nace <Mayor@volentetexas.gov>
Cc: Councilmember Wilson <cwilson@volentetexas.gov>; Councilmember Barrick <jbarrick@volentetexas.gov>; Council Member Evans <levans@volentetexas.gov>; Councilman Racht <eracht@volentetexas.gov>; City Secretary <City.Secretary@volentetexas.gov>
Subject: Agenda Item

Hello,

I would like to add an agenda item for the September 1st meeting - Discussion and possible action regarding hiring an IT company for Village IT services. Attached are the back up documents for your review.

Cindy

Gmail

Cynthia Metro <cindymetro7@gmail.com

Services

message

Sean Martin <sean@veratech.solutions> Tue, Aug 25, 2020 at 10:58 AM
to: "cindymetro7@gmail.com" <cindymetro7@gmail.com>

Hello Cindy,

Thanks for contacting us. We are a full-service MSP and provide secure email, web hosting and IT support for the networks.

Email is $10 per mailbox with encryption and security with full email support included
IT services are a mix... we range from full-service IT with onsite and remote packages available to pay as you go services.

Feel free to give me a call to discuss further.

Sean Martin
veraTECH Solutions
512.524.9089 - Office

veraTECH SOLUTIONS

integritek

Prepared for:

Village of Volente

Prepared by:

Jake Shifrin

We have prepared a quote for you

Integritek ONE Plan: Village of Volente

Tuesday, August 25, 2020

Village of Volente
Cindy Metro
,
cindymetro7@gmail.com

Dear Cindy,

We are excited to begin our partnership with you. It is clear your needs are right in our wheelhouse, and we're confident this will be a great fit.

As you'll see, the ONE Plan includes services such as:

- Unlimited user support for 9 users ($90/user)
- Office 365 Business premium licenses for each user
- Backup and disaster recovery (up to 4TB)
- Employee cyber security awareness tools for your staff
- VPN Implementation and Management
- Tier I special projects (typically 8 hours or fewer) at no additional charge

Our standard on-boarding rate is a one-time implementation fee equal to one month's invoice ($1,300 in this case). This is to cover any upfront setup work we need to do outside of managed services, such as setting up your staff's computers with security software or our software agents so we can remote in and resolve issues quickly without your staff having to wait for a technician to come onsite.

Please let us know if you have any questions whatsoever.

Best,

Jake Shifrin

Jake Shifrin
Business Development Manager
Austin TX

Monthly Rate

Description		Recurring	Qty	Ext. Recurring
ONE Plan User	**ONE Plan User** Per User for Integritek ONE Plan Managed Service	$90.00	9	$810.00
	Monthly Subtotal:			$810.00

One-Time Fee

Description		Price	Qty	Ext. Price
Deposit	**One-Time Implementation Fee**	$1,300.00	1	$1,300.00
	Subtotal:			$1,300.00

Integritek ONE Plan: Statement of Work

This Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between **Integritek Holdings, LLC** , ("**us**", " **our**", "**we**" or "**Integritek** "), and you, the entity who electronically signs this document (" **you**", "**your**" or "**Client** ").

Scope of Services

The services described below (collectively, "Services") will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Transition Services

Transition services are intended to prepare and transition the System for our ongoing services (described below). These include:

- *Initial audit to determine System readiness and functional capability*
- *Document existing discovered issues and remediate with approval (if any) discovered in assessment phase*
- *Install remote monitoring & management (RMM) software agent for all managed devices.*
- *Install security software and other software for all managed devices.*

If deficiencies are discovered during the transition services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide options to correct the deficiencies.

Ongoing / Recurring Services

The following services will begin immediately after the transition services are completed and will continue during the term of this SOW.

Managed Services

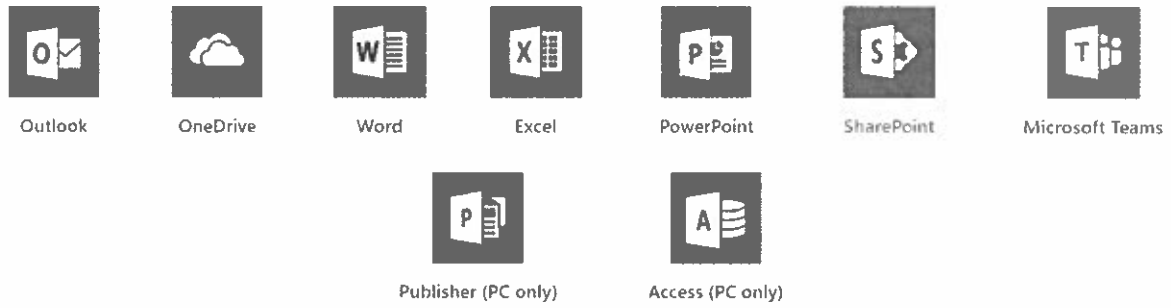
- ***Help Desk Support for end users from 8am-5pm in the Client's local time zone; Emergency Support available outside of business hours.***
- ***24x7 monitoring of servers and critical network devices and remediation of service interruption.***
- ***Agent based management and maintenance of company-provided desktops and laptops assigned to users covered by this agreement.***
- ***Additional user support for non-managed business devices such as tablets and mobile devices.***
- ***Active Directory Design, Implementation and Management (if required).***
- ***Microsoft Exchange Email Management and Support, including Outlook clients, Outlook Web Access and Windows mobile devices.***
- ***Managed on-site backup and disaster recovery appliance with offsite replication.***
- ***Microsoft Patch Management for all servers and workstations.***
- ***Network Performance Analysis and Optimization as needed.***
- ***Consulting and Recommendations on Hardware and Software Procurements.***
- ***Hosted Application Service support.***
- ***Cyber Security Awareness Tools and endpoint security applications.***

Note: The specific mix of tools and services may change over time at Integritek's discretion in order to provide the most relevant, updated service for clients.

Office 365

The Integritek ONE Plan includes Office 365 for each user in the monthly fee.

Office applications included:



Email hosting with 50 GB mailbox and custom email domain address

File storage and sharing with 1 TB of OneDrive storage

One license covers up-to-date Office apps on 5 phones, 5 tablets, and 5 computers per user

Additional Services

- **Security software is provided to all Integritek clients. The antivirus solution is centrally managed and monitored by Integritek personnel to ensure maximum protection against malware, viruses, etc.**
- **For all Integritek customers with servers, Integritek will provide a full Hosted Server Backup and Disaster Recovery Solution at no**

additional charge in a data center with 24/7 monitoring and security.

- Integritek will be the primary technical contact for all third-party software and hardware support issues (QuickBooks, practice management, EMR/EHR, etc.). Integritek will work with the customer and vendor to coordinate and resolve issues as they occur.

Project Work

We pride ourselves on including a wide array of projects in the monthly services fee as needed. This Statement of Work includes all Tier 1 Projects. Tier II projects typically require specialized resources or more than 8 hours. Unless otherwise agreed on a case by case basis, Tier II projects typically require a separate statement of work. All Tier II projects will be scoped and presented to the Client for review.

Data Backup

Integritek will proactively provide the following backup and disaster recovery (BDR) services:

Managed backup of servers

- *24/7 monitoring of backup system, including offsite backup and an onsite backup appliance ("Backup Appliance")*
- *Troubleshooting and remediation of failed backup disks*
- *Preventive maintenance and management of imaging software*
- *Firmware and software updates of backup appliance*
- *Problem analysis by the network operations team*
- *Monitoring of backup successes and failures*

Storage Limitation: *Client will be allocated up to 4 TB of storage space for backup and recovery purposes. Any space required beyond the initially provided appliance may increase service fees.*

Backup Frequency: *On-site backups will occur daily as scheduled. Offsite backups will occur at least daily, bandwidth permitting.*

Backup Data Security: *All backed up data is encrypted in transit and at rest in 256-bit AES encryption. Offsite data is stored in SSAE18 certified data centers. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.*

Backup Retention: *Integritek will retrieve the most recent accessible recovery point sent to the backup appliance in a local recovery situation and archived data sent to the off-site data center in the prior calendar day. Unless otherwise agreed upon, we will maintain backups for a minimum of 60 days. Integritek will also make every effort to accommodate specific retention requirements if agreed upon in writing.*

All Backup Appliances are embedded with proprietary software ("BDR Software"). Integritek hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Integritek. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Integritek.

Disaster Recovery Services

Client must contact Integritek in the event that disaster recovery services are needed. Integritek will retrieve and restore the most recent accessible recovery point sent to the Backup Appliance in a local recovery situation. In the meantime, if the Client requests access to the Client's Data in a hosted, virtual environment, this can be done as a separately scoped project (not part of this SOW). Client's access to the backed up data will continue for a period of two (2) weeks; extended access time will require an additional storage and maintenance fee.

In a cloud-based recovery situation, Integritek will also make best efforts to retrieve archived data sent to the off-site data center based on the

selected retention period.

Office 365

Description	Recurring	Qty	Ext. Recurring
Office 365 Business Premium Plus Office 365 Business Premium Plus - 50GB Mailbox Storage - Shared Storage - Included - Additional Storage Available - Office Web Apps - OneDrive for Business - Yammer (Corporate Social Network)	$12.50	9	$112.50
Microsoft Office 365 Advanced Threat Protection Plan 1 Microsoft Office 365 Advanced Threat Protection Plan 1	$3.00	9	$27.00
Monthly Subtotal:			$139.50

BDR Solution

Description	Recurring	Qty	Ext. Recurring
ONE Plan BDR 4TB Integritek ONE Plan Backup and Disaster Recovery Services with up to 4 Terabytes of available storage.	$350.00	1	$350.00
Monthly Subtotal:			$350.00

Assumptions, Minimum Requirements, & Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- All hardware and software must meet Integritek standard specifications outlined in the Integritek Business Optimization and Standardization document. Client environments that include non-compliant hardware and software will be notified in writing by Integritek personnel and must remediate non-compliance within 120 days. Clients that fail to allow Integritek to remediate non-compliance will face increased fees or discontinuation of service. For questions regarding the current Integritek Business Optimization and Standardization document please see your Account Manager.
- All servers must be connected to working UPS devices.
- Any costs required to bring Client's environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges on all Covered Hardware.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to the firewall or NAS appliances (other than electronic data) unless expressly approved in writing by us.
- Client has adequate Internet connectivity to their facility.

Exclusions. Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise

agreed, in writing, by Integritek. Examples of expressively excluded services that would require written agreement by Integritek include:

- Customization of third-party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the System up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.
- Web design
- End-user hardware and software training
- Audio-visual (AV) services
- Services rendered to end-users who are not covered under this agreement

Service Levels

SLA Response

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services (if applicable) will be provided only during business hours for non-emergency issues unless otherwise specifically stated in this SOW. We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by Integritek in our reasonable discretion. All remediation services will initially be attempted remotely; Integritek will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Integritek will respond to emergency issues within two (2) hours after notification and respond to non-emergency issues within twenty-four (24) hours after notification. Emergency issues will be defined as a significant degradation of service affecting a large number of users or business critical functions. Small service degradation issues affecting one user is not defined as an emergency issue.

All time frames are calculated as of the time that Integritek is notified of the applicable issue / problem by Client through Integritek's Help Desk at helpdesk@iwsit.com or via telephone. Emergency issues MUST be delivered to Integritek via telephone. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

After-hours emergency help desk support is included in the monthly rate. Issues will be handled according to priority. Non-emergency help desk support requests received after hours may be responded to the following business day

Integritek ONE Plan: Village of Volente

Prepared by:
Austin TX
Jake Shifrin
512-535-0908
jake.shifrin@iwsit.com

Prepared for:
Village of Volente
,
Cindy Metro
(512) 709-5556
cindymetro7@gmail.com

Quote Information:
Quote #: 006191
Version: 1
Delivery Date: 08/25/2020
Expiration Date: 09/30/2020

Quote Summary

Description	Amount
One-Time Fee	$1,300.00
Total:	$1,300.00

Monthly Expenses Summary

Description	Amount
Monthly Rate	$810.00
Office 365	$139.50
BDR Solution	$350.00
Monthly Subtotal:	$1,299.50
Estimated Tax:	$107.21
Monthly Total:	$1,406.71

Summary of Selected Payment Options

Description	Amount
Term Options: Three (3) Year	
Total of Recurring Payments	**$1,406.71**
Total of Payments	**$1,300.00**

The Services will continue for a term of three (3) years from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

If Client chooses to extend this SOW on a month-to-month basis, Client must provide written notice 30 days prior to the end of term and agrees to pay a 20% premium on the monthly fee.

By signing here, you agree to all attached documents.

Austin TX

Signature: Jake Shifrin

Name: Jake Shifrin

Title: Business Development Manager

Date: 08/25/2020

Village of Volente

Signature:

Name: Cindy Metro

Date:

Appendix

Return of Firewall & Backup Appliances: Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Integritek that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment. If equipment is returned in good working order after the ten (10) day grace period, we reserve the right to charge you $75/day for rental expenses.

Remediation: Unless otherwise provided in this SOW, remediation services will be provided with professional best efforts in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of any particular device, or a service plan for the repair of any particular managed hardware or software.

On-Site Support: A technician's time for travel to the Client office will not be charged if the location is within 30 miles of an Integritek office. Outside of 30 miles, Integritek will bill one-way travel time at the hourly rate at the time (currently $150/hour). If the Client requires on-site work in a market in which Integritek has no office, Integritek may need to dispatch a third party technician and bill that time back to the client at either the hourly rate at the time (currently $150/hour) with a 90-minute minimum or at the third party's rate, whichever is greater.

Monitoring Services ; Alert Services: Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Integritek, and Client shall not modify these levels without our prior written consent.

Modification of System: The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, Integritek. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the System without our prior knowledge and consent. For the purposes of illustration, Client shall not add or remove hardware from the System, install applications on the System, or modify the configuration or log files of the System without Integritek's prior knowledge and, on each occasion, written consent.

Anti-Virus; Anti-Malware: Our anti-virus / anti-malware solution will generally protect the Client's system from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain Viruses or malware, such as ransomware or rootkits, that were previously unknown to the manufacturers of the software solution, and/or which are purposely or intentionally downloaded or installed onto your System. You are strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. Integritek does not warrant or guarantee that all Viruses and malware will be capable of being avoided or removed, or that all forms of Viruses and malware will be timely detected or removed, or that any data corrupted or encrypted by Viruses or malware will be recoverable.

In order to improve security awareness, you agree that Integritek or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

O365 / Email: Client is solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Offfice365 email service ("O365 Email").

Client shall not upload, post, transmit or distribute (or permit any of its authorized users of the O365 Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is

intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Integritek or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs.

In addition, Client shall not use the O365 Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law. Integritek reserves the right, but not the obligation, to suspend Client's access to the O365 Email and/or all transactions occurring under Client's O365 Email account if Integritek believes, in its discretion, that Client's email account is being used in an improper or illegal manner.

SPAM / Junk Mail Filtering: Integritek's service provides email scanning for incoming unsolicited commercial email. Using proprietary algorithms and other technologies, the service scans incoming email for designated keywords, attachments and known blacklisted sites, and filters the email accordingly. From time to time the service may filter email that is not SPAM or junk mail, or may block email from legitimate sources. Client is advised to periodically search the filtered email folder to ensure that relevant emails are not being filtered improperly, and will notify Integritek in the event that the SPAM filter settings require adjustment.

Patch Management: Integritek shall keep all managed equipment and software current with critical patches and updates ("Patches") as such Patches are released generally by the manufacturers of the applicable hardware or software. Patches and updates are developed by third party vendors and, on rare occasions, may make the System, or portions of the System, unstable, or cause the managed equipment or software to fail to operate properly even when the Patches are installed correctly. Integritek shall not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. Integritek reserves the right, but not the obligation, to refrain from installing a Patch if Integritek is aware of technical problems caused by a Patch, or believes that a Patch may render the System, or any portion of the System, unstable.

Backup (BDR) Services: Integritek's backup and disaster recovery ("BDR") solution uses industry-recognized products and software to help ensure the security and integrity of Client's data. However, Client understands and agrees that all data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Integritek nor its designated affiliates will be responsible for the outcome or results of such activities. Data backup and recovery time will depend on the speed and reliability of Client's Internet connection.

BDR services require a reliable, always-connected Internet solution. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which Integritek shall be held harmless.

Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. As such, Client understands and agrees that any data sent to or stored by Integritek may become corrupted or lost due to communication or hardware-related failures. Integritek cannot and does not warrant that such data corruption or loss will be avoided, and Client agrees that Integritek shall be held harmless if such data corruption or loss occurs.

Procurement: Equipment and software procured by Integritek on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Integritek does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested.

Integritek is not a warranty service or repair center. Integritek will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Integritek shall be held harmless.

Integritek will not be financially responsible or obligated to support incorrect or damaged products that were purchased directly by the Client. If the Client purchases the wrong product, or purchases an item from an unauthorized reseller, Integritek reserves the right to exclude these products from the agreement.

IT Strategic Planning: Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs. By suggesting a particular service or solution, Integritek is not endorsing any particular manufacturer or service provider. Integritek is not a warranty service or repair center, and does not warrant or guaranty the performance of any third party service or solution.

Diagnostic / Auditing Services: Any diagnostic or auditing services performed by Integritek may require Integritek to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the System. The Diagnostic Code is deleted in its entirety after the testing process concludes. Although our diagnostic tools may have access to—and report on the existence of—personal information and/or personal data on the diagnosed System, Integritek does not review or copied such information at any time during the testing process. No files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the System. The results of the diagnostic testing will be kept confidential by Integritek.

You grant Integritek permission to access the System for the purpose of conducting the diagnostic testing, and agree to hold Integritek harmless from and against any and all incidents or damages that may occur during or as a result of the testing process, regardless of the cause of such damages including but not limited to data loss due to events beyond Integritek's reasonable control, network or communication outages, and deficiencies or errors in any of hardware or equipment that may interrupt or terminate the diagnostic testing process.

The testing process is for diagnostic purposes only. The process is not intended, and will not be used, to correct any problem or error in the System. Integritek does not warrant or represent that the testing process will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Use of Open Source Code: Hardware and Software provided by Integritek may include open source code; however, unless otherwise expressly noted in this SOW, the inclusion of the open source code will not impose any additional fees, costs, or usage restrictions on Client. Client is instructed, however, to refrain from separating or isolating the open source code from the software, since the use of certain open source code, in isolation or in conjunction with third party materials or code, may trigger additional licensing or usage restrictions for which Integritek shall not be responsible.

Penetration Testing: Vulnerability Assessment: Client understands and agrees that from time to time Integritek may perform penetration and vulnerability testing for security devices. Alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite Integritek's efforts to avoid such occurrences. Client shall be responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services and shall take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Client's System, causing substantial downtime and/or delay to Client's business activities. Integritek shall not be responsible for, and shall be held harmless and indemnified by Client against, any claims, costs, fees or expenses incurred by Client that arise or result from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of Client's System by any alarm or security monitoring device.

HaaS: Client shall use all Integritek-hosted equipment and hardware (collectively, "Infrastructure") for Client's internal business purposes only. Client shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without Integritek's prior written consent. Client agrees to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with Integritek's other hosted equipment or hardware, or in a manner that disrupts, or which is likely to disrupt the services that Integritek provides to its other clientele. Notwithstanding any provision to the contrary, Integritek reserves the right to throttle or suspend Client's access and/or use of the Infrastructure if Integritek believes, in its sole but reasonable judgment, that Client's use of the Infrastructure is violating, or is likely to violate, the foregoing terms or any other provision on the Agreement.

Data Replication: If Client purchases any services that involve data replication at a geographically diverse site, then the following applies to Client's use of that service: The rate by which the data at the primary site can be transferred to the secondary site will vary depending on the amount and type of data, constraints inherent in Client Hosted System, and fluctuations in bandwidth availability. Therefore, at any given time, the secondary site may not be completely up to date. In the event of a failover to the secondary site, the data that has not yet

completed the transfer from the primary site will be lost. Integritek may provide Client with some guidelines on latency times based on its understanding of Client's data and system constraints, but these guidelines are not guarantees.

Domain Name Services: If Client registers, renews or transfers a domain name through Integritek, Integritek will submit the request to its domain name services provider (the "Registrar") on Client's behalf. Integritek's sole responsibility is to submit the request to the Registrar. Integritek is not responsible for any errors, omissions or failures of the Registrar. Client's use of domain name services is subject to the applicable legal terms of the Registrar. Client is responsible for closing any account with any prior reseller of or registrar for the requested domain name, and Client is responsible for responding to any inquiries sent to Client by the Registrar.

Unsupported Configuration Elements Or Services: If Client requests a configuration element (hardware or software) or hosting service in a manner that is not customary at Integritek, or that is in "end of life" or "end of support" status, Integritek may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). Integritek makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that Integritek will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Hosting Services: Client agrees that it is responsible for the actions and behaviors of its users of the Services. In addition, Client agrees that neither it, nor any of its employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction. Client warrants and represents that all hosted applications will be properly licensed, and that all such licenses shall be maintained by Client throughout the entire term of this SOW.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Integritek or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user

identifications and passwords. Integritek shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Integritek immediately to request the login information be reset or unauthorized access otherwise be prevented. Integritek will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

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MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is between **Integritek Holdings, LLC**, (**"us"**, **"our"**, **"we"** or **"Integritek"**), and you, the entity who electronically signs this document (**"you"**, **"your"** or **"Client"**). This Agreement will be effective ("Effective Date") once you digitally sign the Statement of Work (SOW).

1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform or provide to you (collectively, the "Services"). The Services will be described in one or more proposals or statements of work that we provide to you (each, a "SOW"). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

2) **GENERAL REQUIREMENTS.**
a) *System.* For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.
b) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.
c) *Maintenance; Updates.* If patches and other software-related maintenance updates ("Updates") are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.
d) *Third Party Support.* If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed $100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow our advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.
f) *Prioritization.* Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized manner, as determined by Integritek.
g) *Authorized Contact(s).* We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify us of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
h) *Insurance.* If you are supplied with Integritek Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Integritek must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification

to Integritek. Upon Integritek's request, you agree to provide proof of insurance to Integritek, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.
a) *Schedule*. Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
b) *Nonpayment*. Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment.
c) *Auto-renewals*: We reserve the right to increase our monthly rate for any services; provided, however, we will not do so more than once per calendar year. If an increase is more than five percent (5%) of the previous month's fee for identical service, you will be provided with prior written notification and with a thirty (30) day opportunity to terminate the agreement by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.

4) **ACCESS.** You hereby grant to Integritek the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Integritek to provide Services to the System and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Integritek shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
a) *Hardware / Software Purchased Through Integritek*. Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through Integritek ("Third Party Products") are nonrefundable once the applicable purchase order is placed in Integritek's queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between Integritek and you (including but not limited to implied warranties).
b) *Liability Limitations*. **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement**. You acknowledge and agree that Integritek would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Integritek), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees
awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you to Integritek for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. In the event the Client intends to hold Integritek liable for damages, Client must notify us within forty-eight (48) hours of the event in which Client will hold us responsible. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys ' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.

a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if Integritek decides to cease providing a service to all of its customers generally, then Integritek may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause, then you must provide written notice thirty (30) days prior to the requested termination date. You will be responsible for, and agree to pay, a termination fee equal to ninety (90) days at the then-current rate for services, due immediately upon the termination date. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for nonpayment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Integritek terminates this Agreement or any SOW For Cause, then we will be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Integritek had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.
c) *Client Activity As A Basis for Termination*. In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction consequently requiring remediation by Integritek on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then Integritek will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
e) *Equipment / Software Removal*. Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Integritek-owned equipment or software (collectively, "Integritek Equipment") is located to enable us to remove all Integritek Equipment from the premises. If you fail or refuse to grant Integritek access as described herein, or if any of the Integritek Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Integritek-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Integritek accepts no responsibility for any computer or other devices not picked up within 30 days after the Service has been completed. Integritek may dispose of Client's unclaimed computer or other devices and Client hereby waive any claims regarding such disposal. Integritek is not responsible for any data that is lost and/or stolen resulting from disposal of Client's abandoned computer.
f) *Repayment of Discounted Fees*. If we give you a discount under a SOW based on your commitment to retain our Services for a minimum term and, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the nondiscounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.
g) *Transition; Deletion of Data.* In the event that you request Integritek's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Integritek providing its assistance to you, and (ii) you agree to

pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) **RESPONSE; REPORTING.**

a) *Response*. We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM CST (or CDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").

9) **CONFIDENTIALITY.**

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Integritek, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure*. If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) **ADDITIONAL TERMS; THIRD PARTY SERVICES.**

a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
b) *Third Party Services*. Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Integritek or to you.
c) *Data Loss*. Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error free manner.
d) *BYOD*. You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units,including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by you. Integritek will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the System.

11) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.

12) **ARBITRATION.** Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration hall take place in the venue described in Section 13, below. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

13) **MISCELLANEOUS.**
a) *Disclosure*. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.
b) *Assignment*. Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
c) *Amendment*. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Integritek, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.

d) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
e) *Severability*. If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
f) *Other Terms*. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
g) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
h) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.
i) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
j) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Integritek's employees or subcontractors to discontinue or reduce the scope of their business relationship with Integritek, or recruit, solicit or otherwise influence any employee or agent of Integritek to discontinue such employment or agency relationship with Integritek. In the event that you violate the terms of the restrictive covenants in this Section 13(j), you acknowledge and agree that the damages to Integritek would be difficult or impracticable to determine, and you agree that in such event, as Integritek's sole and exclusive remedy therefore, you will pay Integritek as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of our employees by you will be deemed to be a material breach of this Agreement, in which event we shall have the right, but not the obligation, to terminate this Agreement or any then current SOW immediately For Cause.
k) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
l) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Texas. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Travis County, Texas, for any and all claims and causes of action arising from or related to this Agreement.
m) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
n) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
o) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Travis County, Texas, such period will be extended to and through the next succeeding business day in Travis County, Texas.
p) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to Integritek regarding (a) any alleged breach of this Agreement by us, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to us either by U.S. mail or fax, unless such requirement is expressly and specifically waived

by Integritek. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

q) *Independent Contractor.* Integritek is an independent contractor, and is not your employer, employee, partner, or affiliate.

r) *Data Access/Storage*. Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

s) *Counterparts.* The parties intend to sign and deliver this Agreement and any SOW in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.