

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Brad Richards, At Large Position 1
Chris Sanger, At Large Position 2
Scott Reed, District A



Adam Arendell, District B
Keith Thompson, District C
Glenn Starkey, District D

ALVIN CITY COUNCIL AGENDA THURSDAY, DECEMBER 15, 2016

7:00 P.M.

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, December 15, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. Water, Waste Water, Sewer Departmental Update.
5. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Approve minutes of the December 1, 2016 City Council regular meeting.
 - B. Consider a final plat of Enochs Place (1671 Callaway Drive), being a subdivision of 2 acres out of Lot 8 of the G.W. Gisley Subdivision recorded in volume 18, page 92 of the Deed Records of Brazoria County, also being out of the Hooper & Wade Survey, A-422, City of Alvin, Brazoria County, Texas.
 - C. Consider the Verizon Wireless Customer Agreement with Cellco Partnership d/b/a Verizon Wireless and its related entities for the purchase of wireless services and products under the State of Texas Department of Information Resources (DIR) Contract Number: DIR-TSO-3415, and authorizing the City Manager to execute all necessary documents.
6. **OTHER BUSINESS:**

Council may approve, discuss, refer, or postpone items under Other Business.

- A. Receive and acknowledge the 2016 Charter Review Commission Report.
- B. Consider Resolution No. 16-R-29; reappointing the directors of the Kendall Lakes TIRZ Board and Authority Board even numbered positions from December 31, 2016 to December 31, 2018; and consider appointment of board chair.
- C. Discuss and consider Ordinance 16-CC; amending Chapter 17 ½ Signs; for the purpose of amending exceptions and exemptions section and adding a temporary campaign sign section 41, providing for a penalty; providing for severability; providing for a savings clause; and setting forth other provisions related thereto.
- D. Consider a Site Access Agreement with TRC Solutions and BNSF and authorize the City Manager to sign.
- E. Discuss and consider the cancellation or rescheduling of the January 5, 2017 City Council meeting.

7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

8. REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, DECEMBER 12, 2016 at 4:00 P.M.



A handwritten signature in blue ink that reads "Dixie Roberts".

Dixie Roberts, City Clerk

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
October 18, 2016**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Chris Hartman, Vice Chair; Missy Jordan, Secretary; Santos Garza; Charles Buckelew; and Robin Revak-Golden. Also present were staff members Sereniah Breland, City Manager; Shana Church, Administrative Assistant; and Michelle Segovia, City Engineer. Absent were Darrell Dailey, Martin Vela and Sussie Sutton.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of September 20, 2016. Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of August 16, 2016 contingent upon Robin Revak-Golden being added as an attendee at the meeting. Seconded by Charles Buckelew, the motion carried on a vote of 4 ayes and 0 nays. Missy Jordan abstained from the vote since she did not attend the September meeting.

4. Consider a Final Plat of McCoy's Alvin Subdivision (located on the northeast corner of FM 517 and Clifford Street), an 8.61 acre replat of lots "B" and "C", Evelyn Acres, a subdivision out of the I. & G. N. R. R. Company Survey, Section 25, Abstract No. 620, Brazoria County, Texas, according to the plat of record in Volume 23, Page(s) 45 – 46 of the plat records of Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 5 ayes, 0 nays.

5. Presentation by the City Manager regarding the Comprehensive Plan Update.

City Manager Breland presented an update on the implementation of the City of Alvin Comprehensive Plan.

6. Consider a recommendation to the City Council for the Fiscal Year 2017 Alvin 2035 Comprehensive Plan Implementation Action Plan Strategic Projects.

Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 5 ayes, 0 nays.

7. Reports or requests from Commission Members.

Charles Buckelew stated the majority of the items he mentioned at the last meeting were

taken care of quickly by the Street Department. Santos Garza mentioned the Charter Review Commission recently held a meeting and would like to welcome any input. Chris Hartman requested an update on the 1900 block of Rosharon Road.

8. Staff report and update.

The City Clerk requested that we inform members not to “reply to all” commission members when responding to emails as it could be constituted as a quorum. Commission Members do not have to abstain from voting for the minutes if they were absent from the previous meeting. Michelle Segovia stated she is sad to report Commission Member Randy Reed is no longer on the Planning Commission. The charter states that any member absent from three (3) consecutive regular meetings shall automatically be dropped from membership and the commission shall immediately notify the council that a vacancy exists.

9. Items for the next meeting.

Michelle Segovia, City Engineer stated there are no items pending for the next meeting.

10. Adjournment.

Commission Member Charles Buckelew motioned to adjourn the meeting, seconded by Member Missy Jordan. The motion carried on a vote of 5 ayes. The meeting ended at 7:02 p.m.

Minutes of the Alvin Library Board—November 3, 2016 at 6pm

The Alvin Library Board met for its regularly scheduled quarterly meeting at 6 00 pm on Thursday, August 4, 2016

The minutes of the May meeting were read and approved

Report from Brazoria County made by Lorie Purvis, Assistant Director of Library Service
The System wide book sale raised over \$6000 for the year The money goes into a special fund for programs Summer reading numbers increased over last year with 4000 children, 478 teens and 250 adults The County is still waiting on approval for bandwidth

Report from the Alvin Library by Danna The number of students participating in the summer reading program was down this year and they will be exploring ideas to revamp the program for next year The library has experienced problems with the front doors, they may need to be replaced The chairs at the computer stations also need replacing, the library is working with the Library League to raise funds

Report from The Library League by Martha The half price book sale raised \$167 The Library League will host the annual Author's luncheon on October 18 They are also planning for the annual breakfast with Santa

Report from the Brazoria County Library Board by Judy March 23rd will be the annual Author's Dinner featuring Tom Abrahams who has written traveler and crime series.

The library has a facebook page Be sure to like the page and share it Breakfast with Santa is in need of gently used children's books for grades K-3

The Open Meeting Act was read and accepted, The next regular meeting of the Alvin Library Board will be held Thursday, ~~December 1~~, 2016 at 6pm in the Alvin Library conference room
Jehu 2017

Submitted by

Shandar Hobbs

Secretary, Alvin Library Board

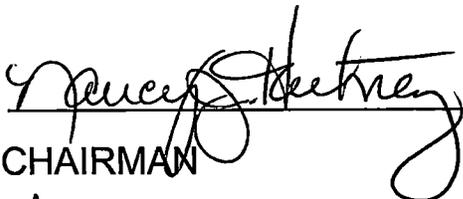
RESOLUTION NO OMA-R 11/3/2016 (mmddy)
A RESOLUTION CONFIRMING COMPLIANCE WITH THE PROVISIONS
OF THE OPEN MEETINGS ACT

**BE IT RESOLVED BY THE LIBRARY BOARD OF THE
CITY OF ALVIN, TEXAS**

Section 1. That the Library Board hereby finds and confirms that the meeting held on this date was noticed, held, and conducted in accordance with the Open Meetings Act (Chapter 551 of the Government Code) and that it has complied with all provisions therefore in connection with this meeting

PASSED AND APPROVED on 3 day of November 20 16

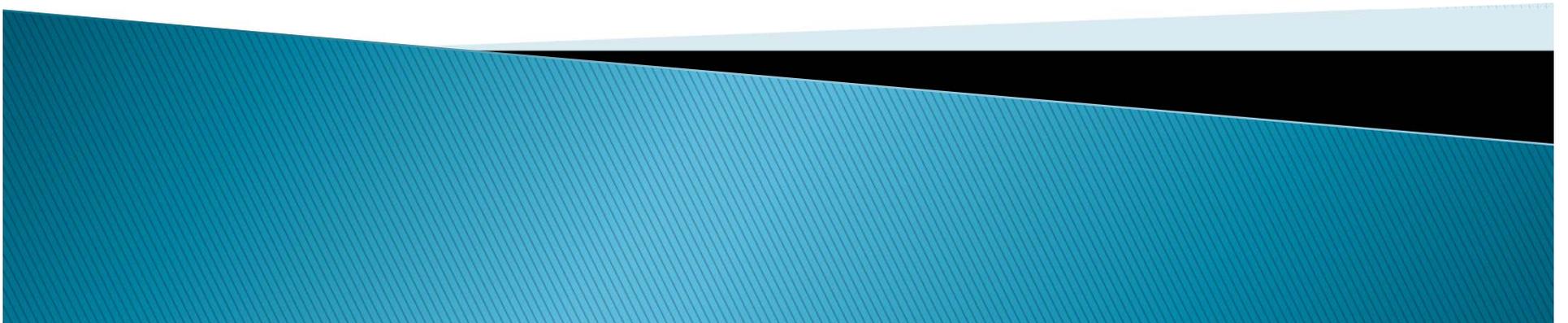
CITY OF ALVIN, TEXAS

BY 
CHAIRMAN


ATTEST

Water/Wastewater Update

December 15, 2016



Utilities Department

- Supply potable water with prompt, courteous service for the residents, businesses, and visitors of Alvin.
- Provide reliable sanitary sewer service through the City in all types of weather.
- Be proactive in lieu of reactive in dealing with maintenance issues within the distribution system, collection system, treatment plant, and water production facilities.



Water Production Crew



- Respond to water leaks and water quality complaints
- Operate 5 Water Wells and 2 Water Towers
- Take samples to ensure TCEQ guidelines are met
- Locate water mains for contractors
- Flush Fire Hydrants monthly

Water Maintenance Crew



- Responsible for repairing and maintaining water distribution system
- Fire Hydrants, Water Mains, Service Lines, and Booster Pump Stations
- 81 Main Line Repairs, 164 Service Line Repairs, 2,000 Ft of New Water Line



Liftstation Crew



- Operate and Maintain 42 Lift stations
- Pull pumps for service and/or repairs
- Install new or repaired pumps
- Respond to Sewer Backups
- 249 Sewer Backups

Sewer Crew



- Responsible for repairing and maintaining the wastewater collection system
- Manholes, Sewer Main, Service Lines, and Force Mains
- 41 Main Line Repairs, 84 Service Line Repairs, and 700 Ft of New Sewer Line

I & I Crew



- Inflow and Infiltration or I & I are terms used to describe the ways that groundwater and stormwater enter into sanitary sewer system
- Clean Sanitary and Storm Sewer Mains with a high pressure water jet truck (Vactor)
- Televisе Sanitary and Storm Sewer Lines with CCTV Truck
- Cleaned 9,400 Ft of Sanitary lines and Televised 28,500 Ft of line

Wastewater Treatment Plant



- Operate and Maintain the WWTP daily operations to include:
 - Daily Sampling
 - Disinfection
 - Sludge removal
 - Mowing
 - TCEQ monthly reporting
 - Lab Analysis



Thank You
Any Questions?



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY DECEMBER 1, 2016
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in regular session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Gabe Adame; Council members: Adam Arendell, Brad Richards, Scott Reed, Chris Sanger, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/Chief Financial Officer; Dixie Roberts, City Clerk; Larry Buehler, Director of Economic Development; Dan Kelinske, Parks and Recreation Director; and Robert Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Judy Zavala gave the invocation.

Council member Richards led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge to the Texas Flag.

PUBLIC COMMENT

Eugene Bauer spoke before City Council regarding external departmental reviews, the Mustang Road construction and SH Bypass 35 and FM 1462 and SH Bypass 35.

CONSENT AGENDA

- A. Approve minutes of the October 3, 2016 City Council special meeting.
- B. Approve minutes of the November 17, 2016 City Council workshop.
- C. Approve minutes of the November 17, 2016 City Council regular meeting.
- D. Consider the purchase of Axon Body Camera System for use by the Police Department in an amount not to exceed \$47,000.

In 2013 Alvin PD was the first agency in the region to equip and require use of body cameras for all patrol officers. The camera's purchased at the time, VIEVU, had just been acquired by L3 Corporation which also manufactured the in-car camera systems used by APD which allowed for quick integration. In the last 18-24 months' issues with the VIEVU system have increased in part due to L3 subsequently reselling the VIEVU system, and the lack of system advancement/development. Issues such as time-synching, video loss due to activation speed, video quality, service, storage, redaction capability, download time and other issues have increasingly presented a problem. L3 began developing their own bodycam (L3BC) after selling VIEVU, however the L3BC (which we purchased a limited number of) mirrors the VIEVU issues that have arisen, plus has a shorter battery life. To continue with the VIEVU system, under the new company, will require purchase of new camera's and a new storage system (including their proprietary software system). This would exceed \$50,000 for initial cost for camera's alone. To continue with the L3BCs would require purchasing new cameras to replace the no longer supported VIEVUs along with an additional 10-15 for spares due to battery life. This would result in a cost of approximately \$33,000 but the issues would remain. We have spent over \$37,000 in the last two fiscal years maintaining the L3 systems and foresee a continuation of expense if this system is not replaced.

New systems were researched and the Taser Axon system was selected and units were tested for 30-days. The test results indicated a solution for the majority of issues having been encountered with the current system while offering better video quality and software/hardware support. An initial cost of \$45,684.00 will cover 53 new cameras, software, storage and hardware/software support. This change would eliminate most, if not all, of the current issues with the additional advantage of an automatic software/hardware upgrade every 2.5 years that we remain with the system. Attached is the comparison between the systems which detail the issues with the current system and the solutions offered by the Axon system.

Beginning the second year after purchase the Axon system has a yearly maintenance/upgrade/repair fee of \$29,664 (equates to just under \$2,500 per month) which is based on the number of cameras and projected storage needs. Our current system has a yearly licensing cost of just under \$5,000 which does not include storage, replacement, repair, upgrade or the cost of the third party systems we use for copying, dissemination and redaction. We spent in excess of \$14,000 in fiscal year 2015 on VIEVU/L3BC hardware repair/replacement alone. These monies will be dedicated to the Axon System yearly fees.

Our in-car L3 systems have developed many of the same issues as the VIEVU and L3BC systems. If the purchase of the Axon body camera system is approved, we plan on migrating completely away from the L3 system over the next 24-36 months by replacing the current in-car cameras as they fail with the Axon in-car version.

- E. Consider Resolution 16-R-29; suspending the December 21, 2016 effective date of the statement of intent of CenterPoint Energy to increase rates within the Houston and Texas Coast divisions and consolidate the Houston and Texas Coast divisions to permit the city time to study the request and to establish reasonable rates; finding that the city's reasonable rate case expenses shall be reimbursed by the company; authorizing participation with the Gulf Coast Coalition of Cities; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel.

The City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City. The City retains its rights as a city with original jurisdiction including the right to suspend a rate increase application filed by CenterPoint.

On November 16, 2016, CenterPoint Energy Resources d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint") filed a Statement of Intent seeking to increase natural gas rates to all customers residing in its Houston and Texas Coast Divisions. CenterPoint has also proposed to consolidate the Houston & Texas Coast Divisions into one Texas Gulf Division. In its filing, CenterPoint asserts that it is entitled to a \$31 million increase in the Cities or a 10.4% increase over current adjusted revenues, excluding gas costs.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days after the filing of the application to change rates. CenterPoint has proposed an effective date of December 21, 2016. The law allows the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed administratively approved.

The purpose of this resolution is to extend the effective date of CenterPoint's proposed rate increase to give the City time to review and investigate the rate-filing package. The resolution will suspend the December 21, 2016 effective date of CenterPoint's rate increase for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with the law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates.

- F. Consider Ordinance 16-BB; amending the City of Alvin 2015-2016 Fiscal Year-End budget (FY16) by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

Each fiscal year, the City amends the budget twice. In the Spring (mid-fiscal year), the city amends the budget to appropriate any prior year budget surplus to fund new capital items. In the Fall (fiscal year-end), the City amends the budget to appropriate or adjust (authorized/approved) revenues and/or expenditures which occurred during the year that were not originally budgeted. Reason being, under certain circumstances, staff has more definite revenue and cost information at year end.

FY16 has ended and staff needs to make budget adjustments as a way to put the final FY16 budget in line with actual (approved and/or authorized) revenues and expenditures for financial reporting purposes. Per the City's auditor's recommendation, the City should do a batch budget amendment at the end of the fiscal year to capture expenditures and/or revenues from the year that require a budget amendment.

General Fund Year End Budget Adjustment:

Section 380 Agreement adjustment: October, 2012 (Resolution 12-R-31) City Council approved a 7-year 380 Agreement with Team Industrial Inc. to build a 50,000 square foot addition to Team Industrial Inc.'s current facility; and other real property improvements and additions, in exchange for a rebate of property taxes. For budgeting purposes, the city adjusts (reduces) the property tax revenue budget in lieu of the rebate payment to Team Industrial. For financial reporting purposes, the auditors require that the rebate to Team Industrial Inc. be recognized as an expenditure (instead of a reduction of revenue). This budget amendment adjusts the FY16 year-end budget to reflect the auditor's recommendation.

Community Development Block Grant (CDBG): *The City received and used grant funds for park improvements. The CDBG funding agreement was approved by city council on February 5, 2015. This budget amendment adjusts the revenue and expense budgets to reflect the receipt and use of CDBG funds.*

Special Investigation Fund Year End Budget Adjustment:

This fund receives a share of money and property seized during drug related arrest. In compliance with federal/state law, a portion of these proceeds were used in FY16 for public safety equipment and training of officers. This budget amendment adjusts the FY16 expense budget to reflect the use of the Special Investigation Fund for public safety.

Park Land Dedication & Development Fee Fund Year End Budget Adjustment:

In FY16, the city received park land dedication fees in accordance with the city's Park Land Dedication and Development Fee Ordinance. Park Land Dedication Fees were used to fund the construction of a pavilion at Talmadge Park (approved by city council on September 3, 2015). This amendment adjusts the FY16 Park Land Dedication and Development Fee Fund budgets to reflect the receipt of fees and the expenditure for the pavilion.

Donation Fund Year End Budget Adjustment:

In FY16, the City received donations from: 1.) Waste Connections (per contract); 2.) the Estate of Diane Collins (accepted by city council on February 18, 2016, per Resolution 16-R-06); and 3.) Sunrise Rotary (per contract, approved by city council 12/18/2014; per Resolution 14-R-37). The donations were used in accordance with the donor's request. This budget amendment adjusts the FY16 revenue and expenditure budgets to reflect the receipt and use of donation proceeds.

Item D was removed from the consent agenda for discussion.

Council member Adame moved to approve the consent agenda excluding Item D as presented. Seconded by Council member Sanger; motion to approve carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider the purchase of Axon Body Camera System for use by the Police Department in an amount not to exceed \$47,000 (item removed from Consent Agenda).

Council member Reed thanked Chief Lee for the detailed Agenda Commentary prepared for Council.

Council member Starkey moved to approve the purchase of Axon Body Camera System for use by the Police Department in an amount not to exceed \$47,000. Seconded by Council member Sanger; motion to approve carried on a vote of 7 Ayes.

Consider Resolution 16-R-28; establishing a code of conduct for elected and appointed officials.

This resolution derived from the City Council retreat held on Saturday October 29, 2016 facilitated by Joe Gonzales. The Council as a whole reviewed the proposed resolution in great detail. A few revisions have been made at the request of members of Council:

- **Respect for Process.** Amended the verbiage "even when the member has voted in the minority".

- **Conduct Business in Open.** Added the verbiage “Members will not use “electronic communication devices” to communicate either internally or externally during meetings.”
- **Use of Electronic Devices.** Amended the verbiage “Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, and play games during the course of a meeting.”
- **Smoking or Use of Tobacco Products.** Added the verbiage “Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.”
- **Use of Alcohol.** Added the verbiage “Members shall not be impaired due to the use of alcohol prior to or while conducting city business in a meeting.”
- **Representation of Private Interests.** Amended the verbiage “In keeping with their role as stewards of the public interest, members of Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members” of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- **Political Endorsements.** Added the verbiage “When publicly endorsing a candidate for any elected office, members will not use their title as a councilman, board or commission member nor use a city meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for city elections as it is deemed inappropriate.”

Council member Thompson moved to approve Resolution 16-R-28; establishing a code of conduct for elected and appointed officials. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Consider various appointments to boards and commissions.

Terms will expire for various for various citizen boards committees, and commissions on December 31, 2016.

All board or commission members whose term expires in December, 2016 were mailed a letter of notification along with a Consent and Willingness to Serve form. Volunteer recruitment ads were published in the Alvin Sun and the City’s monthly newsletter, and notifications were pushed out via the city’s social networks. Members appointed during tonight’s process will begin service in January 2017. All residency requirements have been verified.

Staff suggests that Council have a time of discussion to decipher which appointments should be made to specific boards/commissions. Once a general consensus is agreed upon motions can be made for appointments for each board/commission.

Discussion was had on the appointments to the various boards and commissions.

PLANNING COMMISSION: City Charter calls for 5-15 members, resident, 3 year terms.

- Board currently comprised of 9 members (including termed members).
- Council can choose to not reappoint the 2 termed members, and leave the commission at 7, or reappoint the 2 termed members, keeping the board at 9, or may appoint up to 15 members.
- Current Applicants:

Santos Garza *	Nicole Kelinske
Randy Reed *	Jake Starkey
	Carrie Parker (applied to serve where needed)

*indicates termed members reapplying

Council member Adame moved to appoint Santos Garza, Randy Reed, Nicole Kelinske and Jake Starkey to serve a 3-year term on the Planning Commission. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

PARKS AND RECREATION BOARD: City Charter calls for 7 members, 2 year terms, resident, qualified voter with interest in leisure time.

- Board currently comprised of 7 members (including termed members).
- 4 seats open.
- Current Applicants:

Terrie Beasley *	P.W. Henny
	Kerry Ulm (also applied to serve on Planning)
	Carrie Parker (applied to serve where needed)

*indicates termed members reapplying.

Council member Adame moved to appoint Terrie Beasley, Debra Palin, Kerry Ulm and Carrie Parker to serve a 2-year term on the Parks and Recreation Board. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

SENIOR CITIZENS BOARD: Ordinance calls for 7 members, 2 year terms.

- Board currently comprised of 7 members (including termed members).
- 4 seats open.
- Current Applicants:

Darrell Brady *	Marie Hodges
Beverly Kimbrough *	Carrie Parker (applied to serve where needed)
Nell Shimek *	

*indicates termed members reapplying

Council member Adame moved to appoint Darrell Brady, Beverly Kimbrough, Nell Shimek and Marie Hodges to serve a 2-year term on the Senior Citizens Board. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

PUBLIC LIBRARY BOARD: Ordinance calls for 7 members, at least 5 members must reside within the corporate limits of the city, 2 members may be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least 1 year preceding their appointment, 3 year terms.

- Board currently comprised of 7 members (including termed members).
- 2 seats open.
- Current Applicants:

Shandar Hobbs *	Carrie Parker (applied to serve where needed)
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*indicates termed members reapplying

Council member Adame moved to appoint Shandar Hobbs and Carrie Parker to serve a 3-year term on the Alvin Public Library Board. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

BUILDING BOARD OF ADJUSTMENTS AND APPEALS: Ordinance calls for 5 members, 2 year terms.

- Board currently comprised of 5 members (including termed members).
- 4 seats open.
- Current Applicants:

Santos Garza *	Missy Jordan
Sussie Sutton *	Carrie Parker (applied to serve where needed)
Martin Vela *	

*indicates termed members reapplying

Council member Adame moved to appoint Santos Garza, Sussie Sutton, Martin Vela and Missy Jordan to serve a 2-year term on the Building Board of Adjustments and Appeals. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

ANIMAL SHELTER ADVISORY COMMITTEE: Ordinance calls for 7 members, at least 1 licensed veterinarian, 1 city official, 2 members whose duties include the daily operation of an animal shelter, 1 representative from an animal welfare organization, and 2 citizens who will reside within the city limits of Alvin, 3 year terms.

- 1 seat open for the animal welfare organization position
- Current Applicants:

Becky Noerr *	Representative from animal welfare organization
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*indicates termed members reapplying

Council member Adame moved to appoint Becky Noerr to serve a 3-year term fulfilling the animal welfare organization requirement on the Animal Shelter Advisory Committee. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the December 15, 2016 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

Announcements and requests from Council members.

Council member Thompson thanked all those who applied and serve on the city's boards and commissions.

Council member Reed wished everyone a safe and happy holiday. He reported that he will not be at the December 15, 2016 meeting.

Council member Arendell stated that he will not be able to ride in the Home for the Holidays parade.

Council member Adame thanked all those who volunteer to serve on the City's boards and commissions. He also encouraged citizens to shop local. Council member Adame expressed his condolences to Fire Chief Klesel and his family.

Council member Starkey expressed his condolences to Fire Chief Klesel and his family. He thanked citizens who volunteer to serve on the City's boards and commissions. Council member Starkey thanked members of staff for their work in putting up the Christmas decorations around town.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 7:37 p.m. in accordance to the following:

- A. Section 551.072 of the Government Code: Deliberation regarding the purchase, exchange, lease or value or real property.
- B. Section 551.074 Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
 - 1. Discuss the evaluation of city attorney.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 9:06 p.m.

Consider action, if any, on item(s) discussed in Executive Session.

No Action taken.

ADJOURNMENT

Council member Adame moved to adjourn the meeting at 9:06 p.m. Seconded by Council member Arendell; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Enochs Place (1671 Callaway Drive), being a subdivision of 2 acres out of Lot 8 of the G.W. Gisley Subdivision recorded in volume 18, page 92 of the Deed Records of Brazoria County, also being out of the Hooper & Wade Survey, A-422, City of Alvin, Brazoria County, Texas.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On November 1, 2016 the Engineering Department received the final plat of Enochs Place for review. The property is located at 1671 Callaway Drive in the City of Alvin and is being platted in order for the owner of the property to sell Lots 2 and 3. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on November 15, 2016.

Staff recommends approval.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of Enochs Place

Recommendation: Move to approve the final plat of Enochs Place (1671 Callaway Drive), being a subdivision of 2 acres out of Lot 8 of the G.W. Gisley Subdivision recorded in volume 18, page 92 of the Deed Records of Brazoria County, also being out of the Hooper & Wade Survey, A-422, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

STATE OF TEXAS
 COUNTY OF BRAZORIA

WE, GERALD ENOCHS, OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED. THE OWNER DOES HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY US THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN _____ COUNTY, TEXAS, THIS _____ DAY OF _____ 20____

BY: _____
 GERALD ENOCHS

STATE OF _____
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GERALD ENOCHS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ OF _____ 20____

NOTARY PUBLIC IN AND FOR THE STATE OF _____
 MY COMMISSION EXPIRES ON _____

THIS IS TO CERTIFY THAT I, RICHARD FUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4148, OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS, AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

 RICHARD FUSSELL
 REGISTERED PROFESSIONAL LAND SURVEYOR #4148



STATE OF TEXAS
 COUNTY OF BRAZORIA

I, JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ 20____ AT _____ O'CLOCK _____ M. IN DOCUMENT NUMBER _____ BRAZORIA COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, BRAZORIA COUNTY, TEXAS, THE DAY AND DATE LAST WRITTEN ABOVE.

JOYCE HUDMAN
 COUNTY CLERK
 BRAZORIA COUNTY, TEXAS

BY: _____
 DEPUTY

SUBDIVISION APPROVED

MAYOR PAUL HORN

COUNCIL MEMBER GLEN STARKEY

COUNCIL MEMBER BRAD RICHARDS

COUNCIL MEMBER GABE ADAME

COUNCIL MEMBER CHRIS SANGER

CITY ENGINEER MICHELLE H. SEGOVIA, P.E., CFM

COUNCIL MEMBER SCOTT REED

CITY CLERK DIXIE ROBERTS, TRWC

COUNCIL MEMBER ADAM ARENDELL

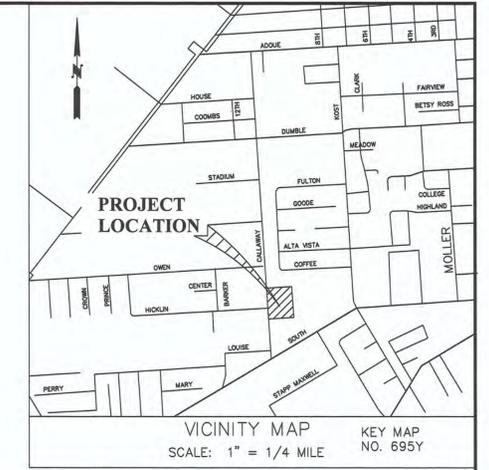
APPROVED PLAT ROOM RECORDER

COUNCIL MEMBER KEITH THOMPSON



- LEGEND:
- B.L. = BUILDING LINE
 - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
 - B.C.P.R. = BRAZORIA COUNTY MAP RECORDS
 - O.R.B.C. = OFFICIAL RECORDS OF BRAZORIA COUNTY
 - R.O.W. = RIGHT OF WAY
 - VOL. = VOLUME
 - PG. = PAGE
 - ⊙ = SET 1/2" IR W/CAP MARKED "SURVEY 1"
 - P.O.B. = POINT OF BEGINNING
 - I.R. = IRON ROD
 - I.P. = IRON PIPE
 - ① = BLOCK NUMBER

LOT ACREAGE AND BUILDING LINE FRONTAGE			
LOT	BLOCK	ACREAGE	FRONTAGE
1	1	1.024	213.710
2	1	0.488	104.360
3	1	0.488	104.360



DESCRIPTION OF A TRACT OF LAND CONTAINING 2.000 ACRES (87,119 SQUARE FEET) SITUATED IN THE HOOPER & WADE SURVEY, ABSTRACT 422 BRAZORIA COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 2.000 ACRES (87,119 SQUARE FEET), SITUATED IN THE HOOPER & WADE SURVEY, ABSTRACT 422, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOT 8 OF THE G.W. GISLEY A SUBDIVISION RECORDED IN VOLUME 18, PAGE 92 OF DEED RECORDS OF BRAZORIA COUNTY, TEXAS, BEING PART OF A TRACT CONVEYED UNTO CHARLES ALLEN COX BY DEED RECORDED UNDER VOLUME 618, PAGE 486 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 2.000-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD IN THE EAST RIGHT-OF-WAY LINE OF CALLAWAY DRIVE (60.00 FEET WIDE) FOR NORTHWEST CORNER OF SAID COX TRACT, THE SOUTHWEST CORNER OF A TRACT CONVEYED UNTO L.T. LEE RECORDED UNDER VOLUME 618, PAGE 486 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND FOR THE NORTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 86° 41' 24" EAST, ALONG THE NORTH LINE OF SAID COX TRACT AND THE SOUTH LINE OF SAID LEE TRACT, A DISTANCE OF 208.71 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID COX TRACT, THE SOUTHWEST CORNER OF SAID LEE TRACT, BEING IN THE WEST LINE OF A CALLED 15.8031 ACRE TRACT CONVEYED UNTO CITY OF ALVIN BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 2013061839 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND FOR THE NORTHEAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 03° 18' 36" EAST, ALONG THE EAST LINE OF SAID COX TRACT AND THE WEST LINE OF SAID CITY OF ALVIN TRACT, A DISTANCE OF 417.42 FEET A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" FOR THE SOUTHWEST CORNER OF SAID COX TRACT, AND THE SOUTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 86° 41' 24" WEST, A DISTANCE OF 208.71 FEET TO A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" IN THE EAST RIGHT-OF-WAY LINE OF SAID CALLAWAY DRIVE AND THE WEST LINE OF SAID COX TRACT, FOR THE SOUTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 03° 18' 36" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CALLAWAY DRIVE AND THE WEST LINE OF SAID COX TRACT, A DISTANCE OF 417.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.000 ACRES (87,119 SQUARE FEET), MORE OR LESS.

- GENERAL NOTES
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 (NAD 83) AND MAY BE BROUGHT TO SURFACE BY USING A COMBINED SCALE FACTOR OF 0.999841. POINTS (A) & (B) WERE HELD FOR HORIZONTAL CONTROL.
 - SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
 - STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

FINAL PLAT OF ENOCHS PLACE

A SUBDIVISION OF 2.000 ACRES (87,119 SQ FT) BEING OUT OF LOT 8 OF THE G.W. GISLEY SUBDIVISION RECORDED IN VOLUME 18, PAGE 92 OF THE DEED RECORDS OF BRAZORIA COUNTY, ALSO BEING OUT OF THE HOOPER & WADE SURVEY, A-422 CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

www.survey1inc.com
 survey1@survey1inc.com
Survey 1, Inc.
 Your Land Survey Company
 Firm Registration No. 100758-00
 P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382
 PROJECT NO. 8-48013-16

1 BLOCK 3 LOTS
 NOVEMBER 9, 2016
 OWNER:
 GERALD ENOCHS
 1671 CALLAWAY DR
 ALVIN, TX 77511
 (832) 728-2017



AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: Information Technology **Contact:** Junru Roland (Gabriel Simpson, IT Mgr.)

Agenda Item: Consider the Verizon Wireless Customer Agreement with Cellco Partnership d/b/a Verizon Wireless and its related entities for the purchase of wireless services and products under the State of Texas Department of Information Resources (DIR) Contract Number: DIR-TSO-3415, and authorizing the City Manager to execute all necessary documents.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City’s annual contractual agreement with Verizon Wireless has expired. Currently, the City of Alvin purchases services and products from Verizon Wireless in the amount of approximately \$55,930 per year. Verizon Wireless has revised their contract with the State’s DIR cooperative purchasing program; resulting in improved services and features at a lower rate to the City. Upon approval of the customer agreement, the City can expect to see a yearly savings of approximately \$6,610 per year.

The Texas Department of Information Resources (DIR) Cooperative purchasing program was created with the passage of House Bill 1516 (79R). Purchasing through DIR contracts may be used by state and local governments, public education and other public entities in Texas. The advantages of purchasing through DIR contracts are as follows:

- 1.) Saves time – DIR has done all of the procurement work. All contracts have been competitively bid. The Texas Government Code 2054.0565 states that DIR contracts meet the competitive requirements for all governmental entities.
- 2.) Saves money – DIR leverages the volume buying power of the State of Texas to negotiate competitive pricing for services and products; which means the City can purchase products and services at aggressive discounts.
- 3.) Results in Efficiency – the new DIR website makes it easy to search for products and services.

Staff recommends that council approve the agreement with Cellco Partnership d/b/a Verizon Wireless, under the State’s DIR contract number DIR-TSO-3415.

Funding Expected: Revenue ___ Expenditure x N/A ___ **Budgeted Item:** Yes x No ___ N/A ___

Funding Account: Communication Accounts **Amount:** _____ **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** December 7, 2016

Supporting documents attached:

- Detailed Cost Analysis
- Pricing Index
- Verizon Wireless Customer Agreement
- DIR Contract No. DIR-TSO-3415

Recommendation: Move to approve the Verizon Wireless Customer Agreement with Cellco Partnership d/b/a Verizon Wireless and its related entities for purchase of wireless services and products under the State of Texas Department of Information Resources (DIR) Contract Number: DIR-TSO-3415, and authorizing the City Manager to execute all necessary documents.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

User Name	Current Voice Price Plan Description	Current Paid Feature(s) Description	Plan Access AMT	Avg Voice/Txt/Msg Overage AMT	Avg Data Overage AMT	Current Messaging Feature Discounted Access	Current Data Discounted Access	Avg Monthly Cost	Proposed Voice Plan Description	Proposed Feature Description	Voice Share Mins Included	Proposed Estimated Cost	Proposed Monthly Savings
PSF UTILITY ONCALL	74048-AMERICAS CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
FIRE MARSHAL	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
KACEY ROMAN	74052-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408		\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$60.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$12.58
EZQUIEL LEIJA	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
DEL ADAMS	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
JAVIER LOPEZ	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
BRANDON MOODY	74048-AMERICAS CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408	76901-1000 MSG CAMERA \$10 (0%)	\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$38.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$23.85
CVB USER	74054-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
PSF STREET ON CALL	74048-AMERICAS CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
GREGORY PENNINGTON	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
CITY CLERK	74055-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408		\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$60.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$12.58
JESSE RODRIGUEZ	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08

RONALD JANNETT	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
POLICE DEPARTMENT	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
JASON BAECKNER	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
DAN KELINSKE	74052-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408		\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$60.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$12.58
EMS AMB	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408	76375-DATA PACKAGE 2GB/\$30 \$30.00(20.0%)	\$28.84	\$6.36	\$0.00	\$0.00	\$24.00	\$59.20	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$11.21
EMS AMB	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
EMS AMB	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
EMS AMB	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
RON SCHMITZ	74055-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408	76445-4G SMARTPHONE HOTSPOT \$10 (0%)	\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$70.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	76445-4G SMARTPHONE HOTSPOT \$10	400	\$57.99	\$12.58
PSF - UWII _ W ROBERT FRITZ	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$3.53	\$0.00	\$0.00	\$0.00	\$32.36	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$17.37
PSF JORGE CARDENAS	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408	76142-PTT REV A ENTERPRISE - \$2 (0%)	\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$30.84	96379 PUSH TO TALK NATIONWIDE ENTERPRISE VOICE SHARE \$17.99	76678 100 TXT PIX FLIX \$0.00	0	\$17.99	\$12.85
APD VLO	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.02	\$0.00	\$0.00	\$0.00	\$28.86	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.87
PSF JAY HILL	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
PARKS MICHELLE NESRSTA	74054-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
IT GABE SIMPSON	74055-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408		\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$60.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$12.58
BOBBI KACZ	74054-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
PSF FRANCIS ROBERTS	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85

LUIS VALVEZ	74049-AMERICA'S CHOICE II 600 SHARE UNL IN & N&W \$55.12 0408		\$41.34	\$0.00	\$0.00	\$0.00	\$0.00	\$41.34	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$26.35
DANNY DE LA ROSA	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
SHOP PUBLIC WORKS	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
PSF CARL JOHNSON	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
KYLE MCLEOD	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
LISA QUINTERO	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
SHELLEY CRIST	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96378 NATIONWIDE FOR BUSINESS VOICE SHARE \$14.99	76678 100 TXT PIX FLIX \$0.00	0	\$14.99	\$13.85
DALE DRAY	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.21	\$0.00	\$0.00	\$0.00	\$48.28	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.29
BOB BRATZ	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
JOHNNY DAHSE	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
FIRE CHIEF	74052-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408		\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$60.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$12.58
FIRE FIGHTER I	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
RON ROSENWALD	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
JIM NANCE	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
JOE LANINGHAM	65409-AMERICA'S CHOICE II FOR BUS 4000 SHARE \$154.99 0705		\$116.24	\$0.00	\$0.00	\$0.00	\$0.00	\$116.24	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$91.25
ROY SOSA	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
PARKS CARLOS TAVIRA	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
PARKS 1 PARKS 1	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
FACILITY MAINT. TECH III	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85

SENIOR CENTER 1	74054-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
PARKS PARKS 2	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
ATANACIO MARES	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
DIRECTOR NEW	74052-AMERICAS CHOICE II 600 SHARE EMAIL & DATA+N&W+IN UNL \$80.76 0408		\$60.57	\$0.00	\$0.00	\$0.00	\$0.00	\$60.57	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$12.58
ASSIS EMS DIR	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
EFRAIN REYNA	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
GABE SIMPSON	74051-AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL \$64.09 0408		\$48.07	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	96270 NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL \$47.99	N/A	400	\$47.99	\$0.08
MANUEL CANTU	74049-AMERICA'S CHOICE II 600 SHARE UNL IN & N&W \$55.12 0408		\$41.34	\$0.00	\$0.00	\$0.00	\$0.00	\$41.34	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$16.35
OPS MANAGER PARKS	74048-AMERICA'S CHOICE II 400 SHARE UNL IN & N&W \$38.45 0408		\$28.84	\$0.00	\$0.00	\$0.00	\$0.00	\$28.84	96323 NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS \$24.99	76159 200 TXT PIX FLIX \$0.00	400	\$24.99	\$3.85
			\$4,604.09	\$10.66	\$0.00	\$0.00	\$24.00	\$4,660.75			15,200	\$4,109.84	\$550.91

\$6,610.90

* Mobile Hotspot Usage data is not currently considered in the account analysis. It may be included in a future

Pricing Index – Appendix C

DIR Contract Number DIR-TSO-3415

Definitions:

Attainment Tier: The range of total Government Subscriber voice and data lines, and M2M Line with a monthly access fee of \$34.99 or higher, that are activated under the resulting Agreement at any time, including the lines of participating parents and affiliates as per the “Purchases by Parents and Affiliates” section in the resulting Agreement. Customer’s initial Attainment Tier is indicated in the checked box below.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer’s name and for which Customer bears payment responsibility.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Machine to Machine Service (“M2M Service”): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer’s name and for which Customer bears responsibility.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (i.e., those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Appendix C, Pricing (excluding FUSF), may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Federal Universal Service Fee (FUSF): Verizon is authorized to charge FUSF fees to DIR Customers.

Term of Lines (“Line Term”): The term for each line (the “Line Term”) begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 1 year). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

Early Termination Fees (“ETF”): ETFs are waived for Government Subscribers.

M2M Management Center: The Machine-to-Machine Management Center (“M2M Management Center”) provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer’s account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless’ prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.

WIRELESS VOICE CALLING PLANS

LOCAL CALLING PLANS

Custom State of Texas Voice Rate Plan: Government Subscribers Only

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Custom State of Texas Voice Rate Plan

Monthly Access Charge	\$4.99
Domestic Anytime Voice Minutes Per Month	0 Minutes
Voice Per Minute Rate	\$0.06
Domestic Night & Weekend Minutes	Unlimited
Unlimited Domestic Night & Weekend Minutes	Included
Domestic Mobile to Mobile Minutes	Unlimited
Unlimited Domestic Push-to-Talk	\$10.00 additional per user, per month (device dependant)
Domestic Long Distance	Included for Domestic Long Distance Calls Made from Home Calling Area
Domestic Roaming Rate per minute	\$0.69

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Voice service is required. This plan may NOT be used as Push-to-Talk service only plan. *This plan includes a home airtime area that encompasses the State of Texas only. Please see State of Texas map for more information. The State of Texas will notify Verizon Wireless of emergency lines activated on this plan. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options. Mobile Iron is not available on this plan or on a standalone basis. No more than 50% of the lines on a single account can be placed on this plan.

Push to Talk (PTT) Only Rate Plan: Government Subscribers Only

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Push to Talk Only Rate Plan

Monthly Access Charge	\$15.99
Domestic Anytime Voice Minutes Per Month	0
One to One Push to Talk	Unlimited
Data Sent or Received	\$1.99 or per data package

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Iron is not available on this plan or on a standalone basis.

Nationwide for Texas Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Nationwide for Texas Voice Calling Plans:	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (pooled minutes)	\$24.99	\$32.99	\$39.99
Friends & Family for Government	NA	Up to 10 numbers for entire account, not per user	
Overage Rate per minute	\$0.25		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Included Domestic Text, Picture & Video Messages	200 per month (overage rate after allowance)		
Domestic Text, Picture & Video Message Overage Rates (per message per address)	\$0.10 outbound/\$0.02 inbound per Text \$0.25 per Picture or Video Message		
Domestic Long Distance	Included		
Add-a-Line*	\$14.99		
Add-a-Line with Push-to-Talk*	\$17.99		

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Iron is not available on these plans or on a standalone basis. *The Add-a-Line plans include 100 Domestic Text, Picture & Video Messages per month. No more than 50% of lines on a single account can be placed on the \$14.99 Add-a-line & \$17.99 Add-a-line with Push to Talk plans.

WIRELESS VOICE & DATA BUNDLED PLANS

Custom Domestic Nationwide for Texas Voice & Flat Rate Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Nationwide for Texas Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$45.99	\$58.98	\$68.99
Monthly Access Charge (pooled minutes)	\$47.99	\$59.99	\$69.99
Overage Rate per minute	\$0.25		
Domestic Data Allowance for Email	Flat Rate**		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Included Domestic Text, Picture & Video Messages	Unlimited*		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Mobile Hotspot	Included		
NationalAccess Roaming	\$0.002 per Kilobyte		
Domestic Long Distance	Included		
Add-A-Line	\$34.99		

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Mobile Iron is included on these voice and data bundle plans. Mobile Iron is not available on a standalone basis. **Should a subscriber exceed 5 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle. No more than 50% of lines on a single account can be placed on the \$34.99 Add-a-line plan.

Global Nationwide for Texas Voice & Global Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Nationwide for Texas Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$63.99	\$76.99	\$88.99
Monthly Access Charge (pooled minutes)	\$65.98	\$78.99	\$90.98
Voice Overage Rate	\$0.25 per minute		
Domestic & Global Data Allowance for Email	Unlimited		
International/Global Phone Roaming		Zone 1 Countries	Zone 2 Countries
	Government Subscribers	\$0.99	\$1.99
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Included Domestic Text, Picture & Video Messages	Unlimited*		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
NationalAccess Roaming	\$0.002 per Kilobyte		
Domestic Long Distance	Included		

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Mobile Iron is NOT included on these voice and global data bundle plans and is not available on a standalone basis.

Nationwide Voice and Data Bundle Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Voice Calling Plans:	300 Voice Minutes
Domestic Anytime Voice Minutes Per Month	300
Monthly Access Charge (pooled minutes)	\$39.99
Overage Rate per minute	\$0.25
Domestic Data Allowance	2 GB
Domestic Overage Rate Per Gigabyte	\$10.00 (\$0.0000095 per Kilobyte)
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited*
Mobile Hotspot	Included
Domestic Long Distance	Included

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Mobile Iron is included on this voice and data bundle plan. Mobile Iron is not available on a standalone basis.

Custom Voice, Data and Text Smartphone Flat Rate Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Custom Voice, Data and Text Smartphone Plan:	Flat Rate Voice Minutes
Domestic Anytime Voice Minutes Per Month	Unlimited
Monthly Access Charge (pooled minutes)	\$69.99
Overage Rate per minute	N/A
Domestic Data Allowance	Flat Rate
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited*
Mobile Hotspot	Included
Domestic Long Distance	Included

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is included on this voice and data bundle plan. Mobile Iron is not available on a standalone basis.

WIRELESS DATA PLANS

Mobile Broadband Access for Texas Flat Rate Data Plan

The data plan below reflects the monthly access charge discount. No additional discounts apply.

Mobile Broadband Access Only

Monthly Access Fee	\$37.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Flat Rate
Overage Rate Per GB	NA
National Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance ¹	Included

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is not available on these plans or on a standalone basis.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes (90237)	10 Gigabytes (90240)	20 Gigabytes (90241)
Monthly Access Charge	\$34.99	\$59.99	\$99.99
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		
National Access Roaming	\$0.002 per Kilobyte		

Notes: This plan is available for domestic data only devices, on the Verizon Wireless network only. Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current National Access and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis.

Mobile Broadband Share Plans: Government Subscribers Only

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Share Plans:	1 Gigabyte	2 Gigabyte	5 Gigabytes
Monthly Access Fee	\$17.00	\$23.00	\$35.00
Domestic Data Allowance Per Month	1 GB	2 GB	5 GB
Domestic Overage Rate Per Gigabyte	\$10.00 (\$0.0000095 per Kilobyte)		
International Roaming	\$0.002 per Kilobyte		

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Sharing is available only among Mobile Broadband users in the same profile. Mobile Iron is not available on these plans or on a standalone basis.

WIRELESS FEATURES

Domestic Data Package Features for Feature Phones/Smartphones

A discount has been applied; features are not eligible for any further discounts.

Monthly Access Charge (when added to an eligible voice plan)	Domestic Data Allowance	Overage Rate	Optional Business Email Feature (Server based email solutions)
Not applicable	0	\$1.99 per MB	N/A
\$10.00	75 MB	\$10.00 per 75 MB	N/A
\$34.65	2 GB	\$10.00 per GB (\$0.00000953674/kb)	Included
\$38.50	5 GB		
\$61.60	10 GB		

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Global Data Optional Features

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)	
\$19.25 (CDMA or GSM)	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)	
Pay Per Use (for subscribers not using the Global Data Feature)				
Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	\$2.05/MB	\$5.12/MB	\$20.48/MB

Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/global. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

Global Voice*

No additional discounts apply.

Canada	\$0.69/min
Mexico	\$0.99/min
Caribbean and Europe	As low as \$1.29/min
Standard Rates for Other Countries	As low as \$1.29/min
Global Value Plan Rates	As low as \$0.99/min

Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

MACHINE-TO-MACHINE (M2M) /TELEMETRY PLANS

Mobile Broadband Machine-to-Machine (M2M) Share Plans Low Usage Group

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150 MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans High Usage Group

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	1 GB	5 GB	10 GB
Monthly Access Charge	\$25.00	\$37.50	\$60.00
Overage Rate Per Megabyte	\$0.015		
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)		

Notes: Machine to Machine coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. See Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Mobile Iron is not available on these plans or on a standalone basis.

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans: Government Subscribers Only

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Gigabyte	2 Gigabyte	5 Gigabytes
Monthly Access Fee	\$17.00	\$23.00	\$35.00
Domestic Data Allowance Per Month	1 GB	2 GB	5 GB
Domestic Overage Rate Per Gigabyte	\$10.00 (\$0.0000095 per Kilobyte)		
International Roaming	\$0.002 per Kilobyte		

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Sharing is available only among Mobile Broadband users in the same user group. Mobile Iron is not available on these plans or on a standalone basis.

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plan: Government Subscribers Only

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plan:	250 MB
Monthly Access Fee	\$13.00
Domestic Data Allowance Per Month	250 MB
Domestic Overage Rate Per Gigabyte	\$0.015 per MB
International Roaming	\$0.002 per Kilobyte

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Sharing is available only among Mobile Broadband users in the same user group. Mobile Iron is not available on these plans or on a standalone basis.

Public Sector Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans: Government Subscribers Only

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes (90231)	10 Gigabytes (90234)	20 Gigabytes (90235)
Monthly Access Charge	\$34.99	\$59.99	\$99.99
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	\$8.00 Per Gigabyte		
NationalAccess Roaming	\$0.002 per Kilobyte		

Notes: This plan is available for domestic data only devices, on the Verizon Wireless network only. Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis.

3G/4G Mobile Broadband Machine-to-Machine (M2M) Wireless Backup Router Plan: Government Subscribers Only

The data plan below reflect the monthly access fee discount. No additional discounts apply.

3G/4G M2M Wireless Backup Router Plan

Monthly Access Fee (non-pooled)	\$10.00
Domestic Data Allowance Per Month	25 MB
Share Option	N/A
Domestic Overage Rate Per GB	\$10.00 per GB
International Roaming	N/A. Verizon Wireless network only.

Notes: Current coverage details can be found at www.verizonwireless.com. See the attached M2M Data Plan and Feature Details as well as Calling Plan and Feature Details in your Agreement for important information about calling plans, features and options. During an outage of the primary connection, all usage within the billing cycle in excess of the 250 MB allowance will be charged at the overage rate of \$10.00 per GB. The Wireless Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M price plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. M2M Wireless Backup Router Plan may be used with Private Network, the Cisco 4G LTE Referral Program, and CradlePoint Router Bundle (certain restrictions apply). M2M router devices must be **approved for use on Verizon Wireless' network; no other device types may be activated on this plan. Not eligible for Verizon Wireless Government Equipment Matrix pricing. Mobile Iron is not available on this plan or on a standalone basis.**

Custom Mobile Broadband Machine-to-Machine (M2M) Tiered Plans

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 KB – 249.99 MB	250 – 999.99 MB	1,000 – 2,499.99 MB	2,500 MB+
Monthly Access Charge	\$0.50	\$0.50	\$0.50	\$0.50
Usage Rate Per Megabyte	\$1.15	\$1.00	\$0.75	\$0.50
National Access Roaming	Not Available			

Note This Custom Machine to Machine (M2M) Tiered Data Plan is restricted to Verizon Wireless network use only; domestic roaming not available. Current data coverage details can be found at www.verizonwireless.com. See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs. Data usage from all lines active, at any time during the bill cycle, on the this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. This Plan is for fixed/stationary devices only; mobile devices are restricted from use on this plan. Customer must maintain a minimum of two hundred (200) M2M Lines.

ADDITIONAL WIRELESS FEATURES AND SERVICES

Calling Features			
Calling features are not eligible for any further discounts.			
Feature	Monthly Access Charge	Allowance	Overage Rate
411 Connect SM †	N/A	\$1.99 per call	N/A
Domestic Text Messaging per message	N/A	0	\$0.10 outbound/\$0.02 inbound
Domestic Text, Picture & Video Messaging	\$5.00	250 messages	\$0.10 outbound/\$0.02 inbound per Text \$0.25 per Picture or Video Message
Domestic Text, Picture & Video Messaging	\$10.00	Unlimited M2M & 500 additional messages	\$0.10 outbound/\$0.02 inbound per Text \$0.25 per Picture or Video Message
Domestic Text, Picture & Video Messaging	\$20.00	Unlimited M2M & 5000 additional messages	\$0.10 outbound/\$0.02 inbound per Text \$0.25 per Picture or Video Message
Visual Voice Mail	\$2.99	N/A	N/A
Premium Voice Mail	\$1.99	N/A	N/A
Push to Talk (PTT)	\$5.00 available on calling plans with a monthly access fee of \$29.99 or higher		
Verizon Wireless International Long Distance Value Plan	\$5.00 plus applicable airtime and long distance charges		
GSM International Roaming Global Phone	Zone 1 Countries		\$0.99/ minute
	Zone 2 Countries		\$1.99/ minute
Notes: Calling plans with Mobile to Mobile (M2M) minutes included, do not qualify for additional Mobile to Mobile (M2M) minutes in this table. Text, Picture and Video Messaging feature details apply. Global Phone plan details apply and require the Global Phone handset. Push to Talk requires PTT capable handset. Please contact your Verizon Wireless representative for the most current offer.			

Enterprise Messaging

Enterprise Messaging is Not eligible for monthly access fee discounts

Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
100,000	\$200.00	\$0.02
Unlimited	\$500.00	N/A
Public Safety Unlimited	\$0.00 (For Public Safety/First Responders Only as defined below*)	N/A

*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security
- 922150 Parole Offices and Probation Offices

1. **ENTERPRISE MESSAGING:** In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. **REQUIREMENTS AND RESTRICTIONS:** Enterprise Messaging is only available to Customers that have a valid Blanket Purchase Agreement with at least five (5) active Non-Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. **LIMITATIONS:** Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

4. **CUSTOMER'S ENTERPRISE MESSAGING CONTACT:** Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

5. **PILOT MOBILE PHONE:** Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

6. **TERMINATION OF SERVICE:** VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Non-Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

7. **DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED.**

8. **NO RESELLING:** Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

9. **SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT:** These terms supplement Appendix D, Customer Service Agreement to DIR Contract Number DIR-TSO-3415 as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Non-Government Agreement these terms shall control with respect to Enterprise Messaging.

Wireless Priority Service (WPS)

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Wireless Priority Service

Discounted Monthly Access Fee	\$4.50
Discounted Feature Initiation Charge	\$10.00
Per Minute of Use Charge	\$0.75

NOTE: Wireless Priority Service Access (WPS Access) is subject to the plan details of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

Verizon Wireless Field Force Manager

The Field Force Manager Plan with a monthly access fee of \$29.99 and the Field Force Manager Feature with monthly access fee of \$24.99 are eligible for Monthly Access Fee Discounts.

	Field Force Manager Feature Feature Phone/Smartphone (Data plan required)	Field Force Manager Plan Feature Phone (Data plan NOT required)
Monthly Access Charge – Limited	\$15.00 per user	\$24.99 per user
Monthly Access Charge – Basic	\$20.00 per user	\$29.99 per user
Monthly Access Charge – Pro	\$25.00 per user	N/A
Monthly Access Charge – PTT only & FFM	\$20.00 per user (PTT Devices Only)	\$45.00 per user (PTT Devices Only)

NOTE: *Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess feature details. Requires 2 MB of data for application download.

Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]

Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted] is NOT eligible for monthly access fee discounts.

Per eligible Calling Plan

Per Account Level Set-Up (One time fee)	\$500.00
Per Account New Connect Set-Up (One time fee)	\$1500.00

Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including both the \$1500.00 connection fee and the \$500.00 Static IP address fee for new Public Safety NationalAccess activations only.

Note: Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, MB and Unlimited NationalAccess plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP and may apply in addition to \$1500.00 Connect Fee in certain configurations.

Static IP: Static IP addresses will be available on remote access, MB and Unlimited NationalAccess plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. **De-activated Static IP addresses will go into an “ageing pool” for 24 hours.** After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. **Feature activations will be stored in the “data warehouse” database along with the Static IP Address for reporting. A Static IP address is associated with the device’s MDN (Mobile Dialing Number).** Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Optional BlackBerry Enterprise Server/Software List

BES (BlackBerry Enterprise Software) and CAL (Client Access License) sales are not eligible for discounts

Description	Number of Users	Verizon Wireless SKU/Part#	MSRP
BES Trade-Up Key Note: This item must be ordered	N/A	PRD-10452-016	\$2,899.00
BlackBerry Enterprise Server Version 5.0	Microsoft Exchange - 20 users	PRD-24256-001*	\$4,099.00
	IBM Lotus Domino - 20 users	PRD-24256-002*	
BlackBerry Enterprise Server Version 4.1	Microsoft Exchange - 20 users	PRD-10452-001	\$4,099.00
	IBM Lotus Domino - 20 users	PRD-10452-003	
	Novell Groupwise - 20 users	PRD-10452-005	
BlackBerry Professional Software Version 4.1	Microsoft Exchange - 5 users	PRD-10452-024	\$599.00
	IBM Lotus Domino - 5 users	PRD-10452-025	
	Microsoft Exchange - 10 users	PRD-10452-027	\$949.00
	IBM Lotus Domino - 10 users	PRD-10452-028	
BlackBerry Enterprise Server & BPS CALs	1 user	PRD-07599-017*	\$99.00
	5 users	PRD-07599-018*	\$429.00
	10 users	PRD-07599-019*	\$699.00
	50 users	PRD-07599-020*	\$3,299.00
	100 users	PRD-07599-021*	\$5,999.00
	500 users	PRD-07599-022*	\$27,499.00
Small Business Edition (CALs)	1 user	PRD-07599-043*	\$99.00
	5 users	PRD-07599-044*	\$429.00

*Select Blackberry Client Access Licenses available for purchase through My Business Account and the Verizon Enterprise Center

Verizon Wireless Calling Plan and Feature Details

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans.

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}
411 Connect sm ^{4,6} (Directory Assistance)	Basic TTXt Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

³Airtime charges apply to message retrieval.

⁴11 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXt Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXt message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether

Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber **while in the America's Choice Home Rate** and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: **Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.***

*NOTE: If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages **from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.**

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging **applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area.** Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from **the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging,** which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the requirements **of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.**

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. **Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.**

Roaming in CDMA countries outside of the US: **Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available.** An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates and plan details apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For **optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan.** When **traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate** for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber **MUST** press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is **responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber** or recipients actually receive the data. **"Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error.** VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. **In order to use some VZEmail features and applications, Subscriber's PC** (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with **additional 2 kilobyte increments delivered at the Subscriber's request.**

Data Plans and Features Prohibited Uses: You may not use our Data Plans and Feature for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable **"bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality;** (ii) **"auto-responders," "cancel-bots," or similar automated or manual routines** that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) **generating "spam" or unsolicited commercial or bulk e-mail** (or activities that facilitate the dissemination of such e-mail); (iv) any activity that **adversely affects the ability of other people or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks;** (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate **Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless'** requirements for such usage, which may be changed from time to time.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. For the Unlimited Broadband Access plans, should a customer exceed 5 GB of data usage within a given month, Verizon Wireless will limit data throughput speeds for the remainder of that month.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be

used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, **except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions.** Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is **manufactured by Research in Motion ("RIM")**. Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the **software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.**

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result **from Subscriber's failure to comply with Foreign Laws.**

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("**foreign laws**"). **Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws.** GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all **Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share).** Each **sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are** then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, **Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing.** Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location **of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system.** Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. 1-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Share

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans. Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts



**Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement**

This agreement is dated 12/15/16 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities (“Verizon Wireless”) and City of Alvin, Texas (“Customer”), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the “DIR) and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the “DIR Agreement”) with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the “Authorized Contacts”) who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: 74-6000033 Existing Vendor Customer Account Number(s): **all accounts with profile**

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): **email**

Verizon Wireless Sales Representative Name: Ligaya Thompson and Wireless Phone Number: 7138168773 and GID: stzbq

Verizon Wireless Profile ID(s): 943946

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 15th day of December ,2016

Customer Name: City of Alvin
Authorized Signature:
Printed Name:
Title:
Date: 12/15/16

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
CELLCO PARTNERSHIP DBA VERIZON WIRELESS

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cellco Partnership dba Verizon Wireless (hereinafter “Vendor”), with its principal place of business at One Verizon Way, Basking Ridge, NJ 08920-1097.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-234, on December 9, 2015, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-234 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; Appendix E, E-Rate Customer Service Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-234, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-234, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Wireless Voice and Data Products required for services offered in B. below as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Wireless Voice and Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Shannon Kelley, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233

Facsimile: (512) 475-4759
Email: shannon.kelley@dir.texas.gov

If sent to the Vendor:

Russ Brown
Verizon Wireless
70 NE Loop 410
San Antonio, TX 78216
Phone: (210) 347-1406
Facsimile: (210) 592-5080
Email: russ.brown@vzw.com

7. Software License and Service Agreement

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix D and Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 3. Definitions, I. Equipment, is hereby added:

Devices and ancillary accessories used by subscribers in conjunction with wireless service.

B. Section 3. Definitions, J. Wireless Service, is hereby added:

Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

C. **Section 4. General Provisions, B. Modification of Contract Terms and/or Amendments, Subsection 3)** is hereby replaced in its entirety with the following:

3) Customers and Vendor may, but are under no obligation to, negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

D. **Section 5. Intellectual Property Matters, A. Definitions, 3) Statement of Work,** is hereby replaced in its entirety with the following:

3) “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract. If Statement of Work is not issued by Customer to the Vendor, the Customer shall not have any rights in Vendor IP (defined below).

E. **Section 5. Intellectual Property Matters, A. Definitions, 5) Vendor IP,** is hereby replaced in its entirety with the following:

5) “Vendor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were not prescribed in a Statement of Work issued by Customer and/or independently developed by Vendor outside Vendor’s provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

F. **Section 5. Intellectual Property Matters, J. Agreement with Subcontracts,** is hereby replaced in its entirety with the following:

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

G. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 1) Commercial General Liability, is hereby replaced in its entirety:

- 1) Commercial General Liability must include a combined single limit of \$2,000,000 per occurrence. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:
 - a) Blanket contractual liability coverage for liability assumed under the Contract;
 - b) Independent Contractor coverage;
 - c) State of Texas, DIR and Customer listed as an additional insured;
 - d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

H. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 3) Business Automobile Liability Insurance, is hereby replaced in its entirety:

- 3) Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:
 - a) Waiver of Subrogation;
 - b) Additional Insured.

I. Section 10. Vendor Responsibilities, V. Accessibility of Public Information, Subsection 1), is hereby replaced in its entirety:

- 1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. The Vendor shall provide the information directly to the State for dissemination of the information to the public. The Vendor Shall not disseminate information directly to the public under any circumstances.

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This Contract is executed to be effective as of the date of last signature.

Cellco Partnership dba Verizon Wireless

Authorized By: Signature on file

Name: Todd Loccisano

Title: Executive Director, Enterprise & Government Contracts

Date: April 26, 2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Wayne Egeler

Title: Director CTS

Date: April 27, 2016

Office of General Counsel: Signature on File



AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: Legal Department

Contact: Bobbi J. Kacz, City Attorney

Agenda Item: Receive and acknowledge the 2016 Charter Review Commission Report.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The Alvin City Charter is the governing document of the City of Alvin. It is the City's constitution. It is adopted by popular vote and it effectively creates the municipality and defines its functions. The City's charter was initially adopted February 23, 1963. The Charter requires a review of the charter to occur at least every 4 years but no more often than every 2 years. The required review is to ensure the residents and the governing body of the City that the Charter is adequately consistent with state and federal law, promotes good government practice by the City, creates better efficiency and effectiveness of City governance is at its best, and ensures clarification of charter terms to present day practice. The Charter Commission is tasked with reviewing the Charter and making recommendations to the City Council about the Commission's conclusions about these issues. The prior Commission served in 2012.

The 2016 Charter Review Commission was appointed by City Council June 16, 2016. The 7 Commission members are: Chad Gormly, Chair, Jimmy Kitchens, Vice-Chair, Martin Vela, Secretary, and members Roger Stuksa, Marisol Jimenez, Kerry Ulm, Santos Garza. As staff support, the City Attorney attended and assisted at all 7 meetings held by the Commission and throughout the entire process. While the Commission appreciates the department directors input for suggested changes to the respective sections of the Charter pertinent to their duties, the Commission appreciates the extra efforts of Junru Roland and Michelle Segovia's attendance and lengthy discussions at a meeting.

The Commission reviewed the Charter multiple times, received input from the public, city staff, the City Attorney and David Olson. The Commission prepared a report identifying its concerns and recommendations of changes to the Charter. Once the Commission submits its Report to Council, its duties are concluded although it may convene for the sole purpose of meeting with Council to discuss its report. Such a joint meeting(s) is tentatively scheduled for January 9, 2017 with a January 23 additional tentative date if needed for the purpose of discussing the Commission's recommendations with the Council. At that time, Council will vote to include, decline, or propose other changes to the Charter. Those proposed changes, if any, will be drafted by the City Attorney as an ordinance of the proposed amendments to the Charter for public vote at the May election. Council is required to call for a special election for any propositions of charter amendments, which must be done by February 17, 2017, pursuant to state election law. It is anticipated that Council would formally call for a special election, if needed, at the February 16, 2017 regular council meeting.

At "press time" of this agenda commentary, the Commission has a final meeting scheduled for Dec. 12, 2016 to vote on the 2016 Report. The Report will be presented to Council for council's receipt by the Chair of the Commission, Chad Gormly.

Funding Expected: Revenue ___ Expenditure ___ N/A X **Budgeted Item:** Yes ___ No ___ N/A ___
Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No X
Legal Review Required: N/A ___ Required X **Date Completed:** December 12, 2016

Supporting documents attached:

- Charter Commission Report to be presented to Council at the public meeting.
-

Recommendation: Move to acknowledge receipt of the 2016 Charter Review Commission Report and schedule joint council/commission meetings dates. (January 9, 2017 and January 23, 2017, if needed)

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: Economic Development **Contact:** Larry Buehler, Director of Economic Dev.

Agenda Item: Consider Resolution No. 16-R-29 reappointing the directors of the Kendall Lakes TIRZ Board and Authority Board even numbered positions from December 31, 2016 to December 31, 2018; and consider appointment of board chair.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. Board members are closer to project managers, as they have a very defined scope of administering the TIRZ. Education and continuity is very important in keeping stability on the board. Positions #2 (Armando Cespedes), #4 (Vicki Ennis), #6 (Marjorie Planka), and #8 (Tom Stansel) terms expire December 31, 2016. The current Chair of both the Board and Authority is Ricky Kubeczka. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2018, and to reappoint Ricky Kubeczka as the Chair of both the TIRZ and Authority Boards.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A ___ Required **Date Completed:** December 7, 2016

Supporting documents attached:

- Resolution No. 16-R-29
- List of board members and their terms.

Recommendation: Move to Approve Resolution No. 16-R-29 re-appointing positions #2 (Armando Cespedes), #4 (Vicki Ennis), #6 (Marjorie Planka), and #8 (Tom Stansel) to the Kendall Lake TIRZ Board and Authority who's terms will expire December 31, 2018, and to reappoint Ricky Kubeczka as Chair of both the TIRZ and the Authority Board.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION NO. 16-R-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE REAPPOINTMENT OF RICKY KUBECZKA AS THE CHAIR THROUGH DECEMBER 31, 2017; AND ARMANDO CESPEDES (POSITION #2), VICKI ENNIS (POSITION #4), MARJORIE PLANKA (POSITION #6), AND TOM STANSEL (POSITION #8) OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS AND THE KENDALL LAKES TIRZ REDEVELOPMENT AUTHORITY BOARD FOR TERMS EXPIRING DECEMBER 31, 2018; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council adopted Ordinance No. 03-XXX designating a contiguous area within the City of Alvin as Reinvestment Zone Number Two, City of Alvin, Texas (“Zone No. 2”) under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-XXX created a Board of Directors for Zone No. 2 with twelve members, eight of such members, being positions One through Eight, to be nominated and appointed by City Council, and four of such members, being positions Nine through Twelve, to be nominated and appointed by other taxing units levying taxes in Zone No. 2, unless such taxing units have not appointed a director by January 15, 2005, which, in such case, the City Council shall be entitled to nominate and appoint members to positions Nine through Twelve; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified persons listed below for appointment to the respective positions and for the respective terms described below; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified person listed in Position Nine, Ricky Kubeczka, to serve as Chair of the Board of Directors for the duration listed below; **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that all the nominees listed in Section 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in Zone No. 2.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Position</u>	<u>Term Expires</u>
Armando Cespedes 1215 Victory Ln. Alvin, Texas 77511	Two	December 31, 2018
Vicki Ennis 802 S Hill Alvin, Texas 77511	Four	December 31, 2018
Marjorie Planka 2197 Highway 35 Bypass Alvin, Texas 77511	Six	December 31, 2018
Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	Eight	December 31, 2018

Section 3. Appointment of Chair of the Board of Directors

That the City Council does hereby confirm and ratify the appointment of Ricky Kubeczka as the Chair of the Board of Directors of Zone No. 2, and shall serve in such position until December 31, 2017 or until a successor is appointed and qualified.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 15th day of December, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul Horn, Mayor

Alvin TIRZ 2 / Kendall Lakes Redevelopment Authority

Board of Directors

as of December 31, 2016

Nominator	Director	Board Position	Term Expires
Mayor	POSITION # 1 (Term: 2 Year) Mike Pyburn 3610 Skyranch Drive Alvin, Texas 77511		12/31/2017
District C	POSITION # 2 (Term: 2 Year) Armando Cespedes 1215 Victory Ln. Alvin, Texas 77511	Asst Secretary	12/31/2016
District A	POSITION # 3 (Term: 2 Year) VACANT		12/31/2015
District B	POSITION # 4 (Term: 2 Year) Vicki Ennis 802 S Hill Alvin, Texas 77511		12/31/2016
At Large 1	POSITION # 5 (Term: 2 Year) Andy Reyes 390 E. Adoue St. Alvin, Texas 77511	Vice-Chair	12/31/2017
District D	POSITION # 6 (Term: 2 Year) Marjorie Planka 2197 Highway 35 Bypass North Alvin, Texas 77511		12/31/2016

Alvin TIRZ 2 / Kendall Lakes Redevelopment Authority

Board of Directors

as of December 31, 2016

Nominator	Director	Board Position	Term Expires
District E	POSITION # 7 (Term: 2 Year) Ron Mercer 1517 Highland Dr. Alvin, Texas 77511		12/31/2017
At Large 2	POSITION # 8 (Term: 2 Year) Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	Secretary	12/31/2016
Council	POSITION # 9 (Term: 2 Year) Ricky Kubeczka Term: 1 Year P.O. Box 863 Alvin, Texas 77512-0863	Chair	12/31/2017



AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: City Clerk

Contact: Dixie Roberts, City Clerk

Agenda Item: Discuss and consider Ordinance 16-CC; amending Chapter 17 ½ Signs; for the purpose of amending exceptions and exemptions section and adding a temporary political sign section 41, providing for a penalty; providing for severability; providing for a savings clause; and setting forth other provisions related thereto.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: This ordinance revision proposal would amend Chapter 17 ½ Signs by adding Section 41 relating to the placement of temporary political signs on public property that serves as a polling location during an election. Currently, our Code does not address the placement of such signs on public property. The posting of political signs on public property falls under the jurisdiction of municipalities, counties and other local governments. Having the rules spelled out within an ordinance will give clear guidelines to the candidates of when and where such signs may be placed at the polling location. Current practice can lead candidates or parties to place signs 90 days in advance of an election, as is allowed on private property. Without a policy in place, staff does not have the ability to enforce the early placement of signs.

A brief summary of the changes to Chapter 17 ½ Signs as depicted in this ordinance revision:

- Allows for the placement of political signs on public property serving as a polling location during voting periods.
- Sign must refer only to a candidate or issue on the ballot at a that particular voting location.
- A maximum of ten signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature. (During the November presidential election staff took note of the signs placed at the Library. There were no more than 6 signs for each candidate on location.
- Sign may not:
 - be placed on the premises earlier than 24 hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed for an election day voting location.
 - Remain on the premises more than 24 hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location.
- Adds in language mirroring state law that political signs may be placed on private property with the owner's permission 90 days before an election and shall be removed within 10 days after the election (as is current practice).

Most of the surrounding cities allow for the placement of political signs during early voting and on election day, but do not have an ordinance/policy in place regulating how soon before and after these signs may be erected before the voting period.

However, there are cities in Texas (some local) that have such an ordinance/policy in place. The chart below lists a few cities along with the time frame allotted for the placement and removal of such signs.

City	Placement of	Removal of
Friendswood	N/A	24 hours following the election date.
Lake Jackson	12 hours prior to 1 st day polls open for voting period.	24 hours after the conclusion of the voting period.
Houston	24 hours prior to 1 st day polls open for voting period.	N/A
Grapevine	First day of the voting period.	72 hours after the conclusion of the voting period.
Weslaco	5:30 p.m. day prior to the 1 st day polls open for voting period.	72 hours after the conclusion of the voting period.
Frisco	6:00 p.m. day prior to the 1 st day polls open for voting period.	72 hours after the conclusion of the voting period.

Currently, the Alvin Library (public property) serves as a polling location during elections. In the past City Hall and the Senior Center have been used as polling locations.

Upon adoption of this ordinance, staff will notify local, county and state candidates of the regulations outlined within the ordinance.

Council can adopt this ordinance as written, or, discuss, propose changes, and bring the ordinance back at a future meeting for consideration.

Funding Expected: Revenue ___ Expenditure ___ N/A X **Budgeted Item:** Yes ___ No ___ N/A X

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No X

Legal Review Required: N/A ___ Required X **Date Completed:** December 7, 2016

Supporting documents attached:

- Ord 16-CC; Redlined
- State Law regarding campaign signs
- Alvin current ordinance verbiage regarding campaign signs

Recommendation: Move to approve Ordinance 16-CC; amending Chapter 17 ½ Signs; for the purpose of amending exceptions and exemptions section and adding a temporary political sign section 41, providing for a penalty; providing for severability; providing for a savings clause; and setting forth other provisions related thereto. or...

Discuss, propose changes to the ordinance for consideration at the January 5, 2017 meeting.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-

AN ORDINANCE AMENDING CHAPTER 17½, SIGNS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF AMENDING EXCEPTIONS AND EXEMPTIONS SECTION AND ADDING A TEMPORARY CAMPAIGN SIGN SECTION 41, PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Section 17½ - 5, of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 17½-5. - Exceptions and exemptions.

...

~~(4) Signs erected solely for and relating to a public election, but only if:~~

~~a. The sign is on private property;~~

~~b. The sign is removed no later than the tenth day after the election;~~

~~c. The area of the sign does not exceed thirty-six (36) square feet per sign face;~~

~~d. The sign does not exceed eight (8) feet in height; and~~

~~e. The sign is self-supporting and stand-alone in nature; not being attached to any other structure or support.~~

~~(5)~~ (4) On-site directional signs and street identification signs not exceeding two (2) square feet which denote the entrance, exit, direction of traffic flow, provided such directional signs do not contain advertising and are not used as such.

~~(6)~~ (5) Directional signs not over six (6) square feet per sign face for public, charitable or religious institutions provided that the same are located on the premises of such institutions, and no more than four (4) such signs are erected on the premises.

~~(7)~~ (6) One temporary construction sign denoting the architect, engineer, financial institution, contractor, or other principal parties when placed upon the site that is under construction.

~~(8)~~ (7) On-premises temporary signs advertising occasional noncommercial sales (including garage sales, patio and porch sales) limited to one sign for each right-of-way frontage of the premises; each not to exceed three (3) square feet each, provided that such signs shall be removed within one day following the sale. Signs shall not be placed or located on public property, easements, and utility poles or at any off-premises location.

~~(9)~~(8) Professional name plates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding six (6) square feet per sign area.

~~(10)~~(9) Identification name plates or signs on apartment houses, boarding or rooming houses or similar uses not exceeding two (2) square feet in sign area.

~~(11)~~(10) One name plate denoting only the name of the occupants of a dwelling that does not exceed two (2) square feet in sign area and is not located closer than two (2) feet to the property line.

~~(12)~~(11) Memorial and/or historical signs as designated by federal, state or local government.

~~(13)~~(12) Warning signs or trespassing signs on private property not exceeding six (6) square feet in sign area.

~~(14)~~(13) One sign no more than sixteen (16) square feet in area erected in a private park to give information or to display park regulations.

~~(15)~~(14) On-site directional (nonadvertising) signs located on a commercial site that are primarily directional in nature (i.e., traffic flow, entrance, exit, parking). Signs required by law which are necessary for operation of the business and which contain no advertising matter are permitted. These signs are not counted in the overall footage limits.

~~(16)~~(15) Flags of the United States, State of Texas, or any other political subdivision, any flag of a bona fide religion, fraternal or charitable organization and flags of subdivisions or community associations or organizations; provided, however, that a permit shall be required for a banner erected across a right-of-way in accordance with section 17½-59(b) of this chapter.

~~(17)~~(16) Signs erected by the City of Alvin as a public service announcement or greeting.

~~(18)~~(17) Flags which carry a commercial insignia, emblem, or wording are limited to one flag per business location and cannot exceed thirty-five (35) square feet in area on a flagpole.

Flags containing a commercial copy or logo, excluding the flags of any country, state, city, school, or church are prohibited in residential zones and on any residentially developed property.

a. Exceptions:

1. Flags used as subdivision signs.
2. Flags used for open house not to exceed seventy-two (72) hours, and no more than two (2) events per month.

~~(19)~~(18) For business establishments only, temporary on-premises banners may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:

- a. No such banner shall be erected unless a permit is first obtained from the sign administrator.
- b. Banners shall [be] constructed of either plastic, fabric or film.
- c. Each banner shall not exceed thirty-two (32) square feet.
- d. The permit for such banner shall be issued for a maximum of twenty-one (21) days a year, taken as one permit, or broken into three (3) seven-day increments never totaling more than twenty-one (21) days a calendar year.
- e. Banners shall be placed firmly against the wall of the building in front of the address receiving permit.
- f. All banners, at all times, shall not project above the roofline of any building on the premises. All banners mounted to buildings shall be flush mounted.
- g. All banners shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly).
- h. If any violations are found or exist, the sign official has the authority to issue citations and discretion to remove the banner.
- i. Any new (opened within the last ninety (90) days) business is allowed an additional fourteen (14) days during that ninety (90) days.

~~(20)~~(19) Temporary on-premises signs that commemorate recognized state holidays, only for a time period not to exceed thirty (30) days before, and ten (10) days after the holiday.

~~(21)~~(20) Special event signs as provided in subsection 17½-59(a) of this chapter.

~~(22)~~(21) New automobile dealerships, defined as a commercial establishment whose primary business is the retail sale of newly manufactured automobiles and that acts as an authorized, licensed dealership for the automobile manufacturer; may display the following types of signage:

- a. One ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.
- b. One main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.
- c. Flags no greater than twelve (12) square feet each may be displayed on the perimeter of the business frontages at a distance no closer than twenty-five (25) feet from one another.
- d. Streamers may be displayed only in a manner that presents them as horizontal and at a height that permits the safe and unrestricted passage of emergency vehicles. Streamers may not be affixed to the ground or to any public utility poles, wires, cables or sign structures.
- e. Each dealership is permitted the display of one banner, no greater than forty-eight (48) square feet in size, for each manufactured brand of automobile sold by and at the dealership.

~~(23)~~(22) Commercial establishments whose primary business is the retail sale of newly manufactured motorized vehicles and/or equipment, and that acts as an authorized, licensed dealership for the manufacturer; may display the following types of signage:

- a. One ground sign for each business frontage on each street that abuts the tract or lot upon which the business or integrated business development is located, for specific vehicle manufacturers sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade. The total sign surface area, including each authorized dealer accessories signage, shall be no larger than three hundred (300) square feet. In lieu of a three (300) hundred square feet combined signage, one hundred (100) square feet of electronic reader board may be displayed.
- b. Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.
- c. No more than one on-premises freestanding sign.

Section 17 ½ - 41. Temporary Political Signs

(1) The purpose of the Article is to provide reasonable regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

(2) Political signs shall not be placed on or within the right of way. This includes posting signs on trees, telephone poles, traffic signs and other objects on the right of way. Signs erected in right of way or posing a traffic hazard will be removed without prior notice.

(3) A temporary political sign may be placed on public property that serves as an early voting location or an election day voting location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of ten signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature; not being attached to any other. Each temporary political sign may not:

- (a) exceed thirty-six (36) square feet per sign face
- (b) exceed eight (8) feet in height
- (c) be illuminated or have any moving elements
- (d) be within 100 feet of an outside door which a voter may enter the public building
- (e) be placed on the premises earlier than 24 hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed for an election day voting location.
- (f) Remain on the premises more than 24 hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location.

(4) All political signs posted on public property in violation of this section are hereby declared to be public nuisances, and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.

(5) Political signs may be placed on private property with the owner's permission 90 days before an election and shall be removed within 10 days after the election.

...

Section 2. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances. Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 3. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting Sign regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code, and the City of Alvin Charter.*

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code.*

PASSED on the first and final reading on the _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

State Law regarding Campaign Signs

You Need to Know

- It is illegal to place any signs on or within the right of way. This includes posting signs on trees, telephone poles, traffic signs and other objects on the right of way.
- Campaign signs along Texas roads can be placed on private property with the owner's permission.
Signs must be made of lightweight material and be no larger than 50 square feet.
- Campaign signs may be posted as early as 90 days before an election (no earlier) and must be removed within 10 days after the election.
- Before placing a sign inside of incorporated city limits, check with the city for applicable ordinances.

Sign Removal

If you've placed your sign in the right of way or it's posing a traffic hazard, we will remove it without prior notice. All costs associated with sign removal will be paid by the sign owner.

Alvin Current Ordinance on Political Signs states:

Signs erected by an agency of the state or a political subdivision of the state, which may or may not be located on public property.

Signs erected solely for and relating to a public election, but only if:

- a. The sign is on private property;
- b. The sign is removed no later than the tenth day after the election;
- c. The area of the sign does not exceed thirty-six (36) square feet per sign face;
- d. The sign does not exceed eight (8) feet in height; and
- e. The sign is self-supporting and stand-alone in nature; not being attached to any other structure or support.



AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: Legal Department

Contact: Bobbi J. Kacz, City Attorney

Agenda Item: Consider a Site Access Agreement with TRC Solutions and BNSF and authorize the City Manager to sign.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: BNSF is requesting access to a site adjacent to the Depot and the railroad for purposes of conducting soil boring work to be performed by their contractor, TRC Solutions. BNSF wants to investigate the possibility of any subsurface material on the site from historic BNSF operations in the 1980's. A geophysical subsurface investigation using a Geonics EM-61 electromagnetic tool has already been performed and the data identified six subsurface anomalies as indicated on the Site Map - Exhibit B to this agreement. Based on the existence of the anomalies, BNSF is proposing to do additional limited investigation at the six locations pursuant to the Description of Work - Exhibit A. This investigation will determine the nature of the anomalies, which are currently thought to possibly be historical concrete pads. As provided in Exhibit A, BNSF will restore the property to its original condition of any disturbed areas from the soil boring activity. This agreement requires that the boring work be completed within 60 days of the effective date of the agreement.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A ___ Required **Date Completed:** December 1, 2016

Supporting documents attached:

- Site Access Agreement

Recommendation: Move to approve a Site Access Agreement with TRC Solutions and BNSF and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

This SITE ACCESS AGREEMENT (Agreement) made and entered into on December 15th, 2016, by TRC Solutions, (TRC), BNSF Railway (BNSF), and City of Alvin, (Owner).

I. Recitals

TRC and BNSF desire access to the former depot (Site) presented in Exhibit "B" to engage in the activities specified in Exhibit "A".

In consideration of the mutual promises and for any other valuable consideration, the receipt and adequacy of which are hereby acknowledged, BNSF, TRC, and the Owner agree as follows:

II. Terms and Conditions

- A. **Site Access.** Owner hereby grants permission to TRC to enter the Site and engage in the activities specified in Exhibit "A". Upon completion of the activities, TRC will restore the Site to the original condition at the time of the activities. All activities provided for in Exhibit "A" must be completed within sixty (60) days of the date this agreement is 'entered into' as stated above.
- B. **Release.** As consideration for being afforded access to the Site, BNSF and TRC hereby waive, release, and discharge Owner from all present or future claims, causes of action, or demands that BNSF and TRC now have or may hereafter accrue on account of any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from TRC negligent activities upon the Site or the use of any equipment or procedures while on, entering or leaving the Site.
- Claims arising out of the sole negligence, acts, omissions or willful misconduct of Owner are excluded from this Release.
- C. **Data and Reports.** TRC and BNSF will provide the data and subsequent report to Owner resulting from any activities or investigations on the Site.
- D. **Insurance.** TRC shall provide and maintain commercial general liability insurance against any and all claims for damages to person or property or loss of life or of property occurring upon the Site.
- E. **Successors.** This Site Access Agreement shall be binding on the successors and assigns of the Owner, TRC, and BNSF. This agreement may not be assigned in whole or in part without the written consent of the Owner, TRC, and BNSF.

City of Alvin, Owner

By: _____

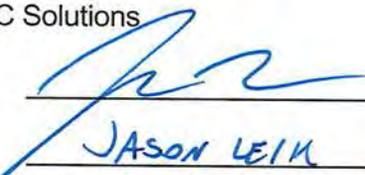
Date: _____

BNSF Railway

By: Muff McCallum - Alvin Enukem
By: Doug F. Reynolds (Mgr Enukem)
BNSF Railway

Date December 13, 2016

TRC Solutions

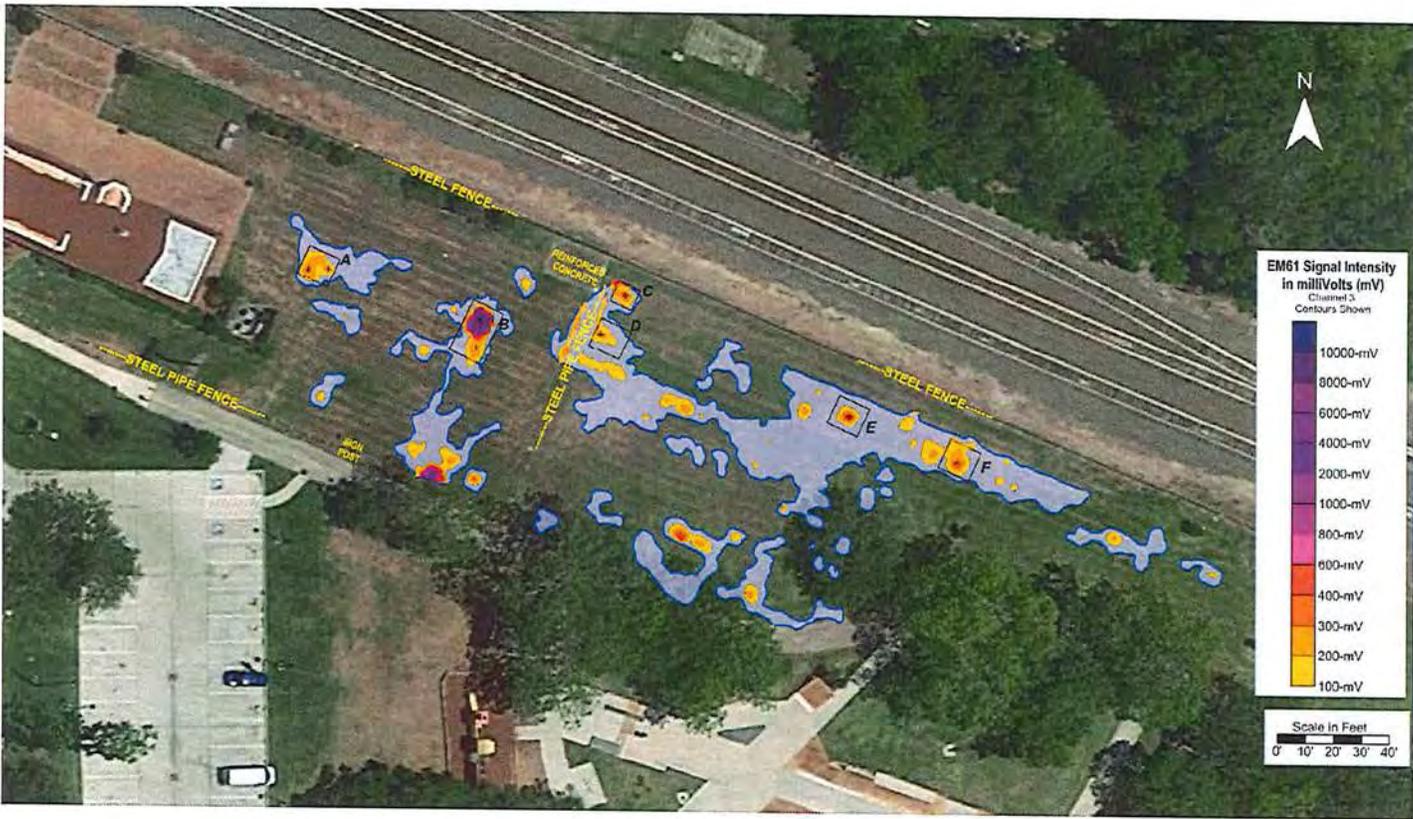
By: 
JASON LEIK
PROGRAM MANAGER

Date 12/13/16

Activities include:

- Subsurface utility location and clearance.
- A post-hole digger or hand auger will be used to dig approximately five to six feet below ground surface at the proposed boring locations (A – F). The holes may extend up to two feet in diameter.
- Excavation activities will be recommended if artifacts of concern are discovered during the initial investigation. The dimensions of the excavation area will be provided to the City of Alvin for approval prior to execution.
- Backfilling and restoration to original conditions of disturbed areas.

Exhibit B
Site Map





AGENDA COMMENTARY

Meeting Date: 12/15/2016

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Discuss and consider the cancellation or rescheduling of the January 5, 2017 City Council meeting.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: Currently, there are no agenda items for consideration at the January 5, 2017 City Council meeting.

City Council can authorize the cancellation of this meeting, or propose another date to hold said meeting if agenda items should arise.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

•

Recommendation: Discuss and consider the cancelation or rescheduling of the January 5, 2017 City Council meeting.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager