REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
April 19, 2021
6:30 P.M.

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, April 19, 2021 at 6:30 p.m. by videoconference. An electronic copy of the agenda packet has been made available on the City's website and a recording of the meeting will be made available at: https://www.cityofalvarado.org/

THE CITY COUNCIL INTENDS TO PARTICIPATE IN THE MEETING VIA VIDEOCONFERENCE.

Members of the public may join the meeting starting at 6:30 p.m. by clicking the following link: https://us02web.zoom.us/j/82737881310?pwd=Y3lsNStQUXFyaDJJR1RGMTRFU3JOUT09. **Meeting ID Number 827 3788 1310. Passcode: 556575.**

You may also join the meeting by telephone using one of the following telephone numbers followed by inputting the above Meeting ID Number and Passcode:

1-346-248-7799 or 1-669-900-6833 or 888 788 0099 US Toll-free or 877 853 5247 US Toll-free.

Please email the City Secretary at thomasd@cityofalvarado.org if you plan to provide public hearing comments during the meeting and indicate which item you would like to comment on. The speaking list will be called at which time you will be provided an opportunity to comment. You are encouraged to email your public hearing comments to the City Secretary at: thomasd@cityofalvarado.org, any comments submitted will be read aloud during the respective public hearing.

CALL TO ORDER- Roll Call

INVOCATION

CITY MANAGER'S REPORTS:

Website Update
Cummings Drive Update
Tax Rates
TXDOT/US-67
Sewer Plant Update
Audit Update
City Hall Building Repairs

CONSENT AGENDA:

A. Minutes, Regular Called Meeting March 15, 2021
B. A Resolution of the City of Alvarado, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with OCSC;

authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company.

REGULAR AGENDA:

1. Consideration and action regarding an agreement with Omnibase for a central database for cities to use the Texas Department of Public Safety Failure to Appear Program and including an Interlocal Agreement between the Department of Public Safety of the State of Texas and the Municipal Court of the City of Alvarado, Texas.

2. Consideration and action regarding appointment of members to the Tax Increment Financing Board #2.

3. Consideration and action regarding a proposal with Aramark Uniform Company for Public Works uniforms.

4. Consideration and action regarding in Interlocal agreement between Johnson County Special Utility District and the City of Alvarado, Texas for sewer billing services.

5. Consideration and action regarding building and sidewalk repairs for City Hall.

6. Consideration and action regarding appointment of members to the Alvarado Planning and Zoning Commission.

7 Consideration and action amending agreement with Bureau Veritas for code inspections.

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in closed session to deliberate regarding the following matters:

1. §551.071 Consultation with Attorney. The City Council may convene in Executive Session to conduct a private consultation with its Attorney on any legally posted agenda item, when the City Council seeks the advice of its Attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provision of Chapter 551, including the following items:

a. Any posted item on the agenda.
b. City Manager Position

2. §551.074 Personnel Matters. A governmental body may conduct an executive session to discuss matters dealing with individual officers or employees. They may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or hear a complaint or charge against an officer of employee.

a. City Manager

8. Consideration and action regarding items discussed in Executive Session.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include:

* Expressions of thanks, congratulations, or condolence;
* Information regarding holiday schedules;
* An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;
* A reminder about an upcoming event organized or sponsored by the governing body;
* Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
* announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

9. Adjourn.

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, Fax: 817-783-7925, e-mail: thomassd@cityofalvarado.org. Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services. I, the undersigned authority, do hereby certify that the above Agenda was posted on the city's website at: https://www.cityofalvarado.org on this the 14th day of April, 2021 and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Debbie Thomas, TRMC, City Secretary
City Secretary

CITY OF ALVARADO

County of Johnson
State of Texas
March 15, 2021
MINUTES

The City Council of the City of Alvarado met in Regular Called Session on Monday, March 15, 2021 at 6:30 p.m. via videoconferencing through Zoom. The following were present for roll call:

Shawn Goulding	*	Councilperson
Jacob Wheat	*	Mayor Pro Tem
Lydia Moon	*	Councilperson
Cherry Bryant	*	Councilperson
Beverly Short	*	Councilperson
Michael Bennett	*	Councilperson

Others Present:

Emile Moline	*	Interim City Manager
Debbie Thomas	*	City Secretary

INVOCATION

Mayor Pro Tem Jacob Wheat called this regular meeting to order at 6:30 P.M. and gave the invocation.

CITY MANAGER'S REPORT

Website update: City Manager Emile Moline, explained to the council that he is currently in discussions with three different website hosting companies and his projection is to include this in the April city council meeting for discussion and possible approval.
Enterprise fleet update: A presentation was made by City Manager Emile Moline explaining the current enterprise fleet lease and how it benefits the city.
Street Update:

North Cummings – An application has been submitted for an 80/20 grant for the renovation of N. Cummings from Highway 67 to past Elementary North.

Proposition 1 – this proposition was approved by the election in November, 2020 and allocates .25% out of the Economic Developments .50% that they are now collecting from sales tax. The funds will start being deposited in April, 2021 from the State Comptroller.

Street Prioritization process: Mike Dwiggins, Public Works Director and his staff are assessing which streets are in immediate need of repairs and are making a list for the City Manager.

Personnel Policy: Our personnel policy is old and out of date with current requirements. Council will revisit this in an upcoming council meeting.

CONSENT AGENDA

Motion was made by Councilperson Beverly Short, duly seconded by Councilperson Shawn Goulding to approve the consent agenda as submitted. This motion supported six votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING A REQUEST FOR A REPLAT FOR LOT 2R, BLOCK A, CVS ADDITION, LOCATED ON THE NORTHWEST CORNER OF IH-35 W AND U.S. HIGHWAY 67 , ALVARADO, JOHNSON COUNTY, TEXAS.

Mayor Pro Tem Jacob Wheat opened this public hearing at 7:21 p.m Emile Moline, City Manager, explained that this is a re-plat for property to the north of CVS for development of a Jack in the Box. He then closed the public hearing at 7:24 p.m. Motion was made by Councilperson Beverly Short, duly seconded by Councilperson Shawn Goulding to approve the request for a re-plat as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING A REQUEST FOR REZONING FOR PROPERTY KNOWN AS LOTS 1 AND 2, SERENITY AVE. ADDITION, ALSO KNOWN AS 705 E. DAVIS, ANDREW J. PATTON SURVEY, ALVARADO, JOHNSON COUNTY, TEXAS FROM AN SF-2 (SINGLE FAMILY) TO A MF (MULTI-FAMILY) ZONING DISTRICT.

Mayor Pro Tem Jacob Wheat opened this public hearing at 7:25 p.m Emile Moline, City Manager, explained that this rezoning request is so that duplexes or fourplexes could be built here. He then closed the public hearing at 7:29 p.m. Motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Michael Bennett to table this item until the re-plat is finalized. This motion supported six votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING A REQUEST FOR A RE-PLAT FOR PROPERTY KNOWN AS LOTS 1 AND 2, SERENITY AVE. ADDITION, ALSO KNOWN AS 705 E. DAVIS, ANDREW J. PATTON SURVEY, ALVARADO, JOHNSON COUNTY, TEXAS.

This item was skipped.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING A REQUEST FOR RE-ZONING FOR PROPERTY KNOWN AS 6.550 ACRES OUT OF THE J. S. MCINTOSH SURVEY, ABSTRACT NO. 625, ALSO KNOWN AS 0000 HIGHWAY 67 E. ALVARADO, JOHNSON COUNTY, TEXAS FROM A C-2 (COMMERCIAL) TO A MF (MULTI FAMILY) ZONING DISTRICT.

This item was skipped.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING A REQUEST FOR A RE-PLAT FOR PROPERTY KNOWN AS LOT 4R, BLOCK 1, HERENCIA ADDITION, ALVARADO, JOHNSON COUNTY, TEXAS.

Mayor Pro Tem Jacob Wheat opened this public hearing at 7:35 p.m He then closed the public hearing at 7:36 p.m. Motion was made by Councilmember Beverly Short, duly seconded by Councilmember Shawn Goulding to approve the re-plat request as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A REQUEST FOR A FINAL PLAT FOR PROPERTY KNOWN AS LOT 1, BLOCK 1, ALVARADO 1700 DEVELOPMENT, LLC ALSO KNOWN AS 100 N. CUMMINGS, ALVARADO, JOHNSON COUNTY, TEXAS.

Motion was made by Councilmember Shawn Goulding, duly seconded by Councilmember Cherry Bryant to approve the final plat contingent on the civil engineering study. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A REQUEST FOR A FINAL PLAT FOR PROPERTY KNOWN AS ABSTRACT NUMBER 625, G. S. MCINTOSH SURVEY, ALSO KNOWN AS 000 BURNETT BLVD., ALVARADO, JOHNSON COUNTY, TEXAS.

Motion was made by Councilmember Shawn Goulding, duly seconded by Councilmember Lydia Moon to approve the final plat request contingent on the final civil engineering study. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A REQUEST FOR A PRELIMINARY PLAT FOR PROPERTY KNOWN AS 51.23 ACRES OUT OF THE J. DIXON SURVEY, ABSTRACT NUMBER 214, AND THE J. M. ROSS SURVEY, ABSTRACT NUMBER 737, ALVARADO, JOHNSON COUNTY, TEXAS.

Motion was made by Councilmember Shawn Goulding, duly seconded by Councilmember Cherry Bryant to approve the preliminary plat request as presented. This motion supported six votes in approval and zero vote opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING APPOINTMENT OF MEMBERS TO THE TAX INCREMENT FINANCING BOARD #2.

Motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Shawn Goulding, to table this item until the April meeting. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A LEASE AGREEMENT BETWEEN THE CITY OF ALVARADO, TEXAS AND JOHNSON COUNTY ELECTIONS FOR AN AUTOMARK VOTING MACHINE FOR THE SPECIAL ELECTION TO BE HELD ON MAY 1, 2021.

Motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Shawn Goulding to approve the lease agreement as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING ORDER OF CANCELLATION OF THE GENERAL ELECTION TO BE HELD ON MAY 1, 2021 FOR CITY COUNCILPERSONS WARD 1, WARD 2, AND WARD 3, AND CERTIFY THESE CANDIDATES AS UNOPPOSED AND DULY ELECTED.

Motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Shawn Goulding, to cancel the General Election of May 1, 2021 and certify these candidates as unopposed and duly elected. This motion supported six votes in approval and zero votes opposed. Motion carried.

EXECUTIVE SESSION.

There was not an executive session held a this meeting.

COUNCIL COMMENTS

There were no council comments at this meeting.

ADJOURNMENT

Mayor Pro Tem Jacob Wheat then closed this regular meeting of the Alvarado City Council at 8:15 p..m.

Passed and approved this the ______ day of _____________, 2021.

____
Mayor Pro Tem Jacob Wheat

____
Debbie Thomas, TRMC, City Secretary

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY OF ____________, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of ______________, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately $97,826,277; and

WHEREAS, the City of __________ will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ___________, TEXAS:

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the City of __________ hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED, APPROVED AND ADOPTED on this __________ day of ___________, 2021.

Mayor

ATTEST:

____
City Secretary

APPROVED AS TO FORM:

____
City Attorney

MODEL STAFF REPORT REGARDING ONCOR'S DISTRIBUTION COST RECOVERY FACTOR FILING

***

On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in total distribution revenue requirement by approximately $97,826,277.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 51996.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company's application is unreasonable and should be denied.

4. This section states that the Company's current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

Mr. Brocato's Direct Line: (512) 322-5890
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor (OCSC)

FROM: Thomas Brocato

DATE: April 9, 2021

RE: Oncor – Distribution Cost Recovery Factor ("DCRF") filing

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION
CITY ACTION REQUIRED NO LATER THAN JUNE 7, 2021

On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in its total distribution revenue requirement by approximately $97,826,277.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. That deadline is June 7, 2021. **Accordingly, we request that each city schedule the draft resolution attached to this memorandum for consideration at their next council meeting.**

If you have any concerns or question please do not hesitate to contact me at (512) 322-5857, or tbrocato@lglawfirm.com. We appreciate your continued support.

w/ Contract

OMNIBASE Services of Texas

Failure to Appear   Denial of Renewal of Texas Drivers License   Failure to Pay

Please go to the Texas Failure to Appear Website to look up any outstanding tickets you may have.

Company Information

OmniBase Services of Texas maintains and administers the central database for the cities and counties contracted to use the Department of Public Safety's Failure to Appear Program. The FTA program as authorized by Chapter 706 of the Texas Transportation Code, provides an effective collection and enforcement tool by restricting the violator's ability to renew their drivers license for outstanding violations. OmniBase Services of Texas is VID # 176047826601 in the Catalog Information Systems Vendor Program (CISV).

Experience

The Failure to Appear Program was authorized by the Texas Legislature in 1995 and the Texas Department of Public Safety was assigned responsibility for the administration of the program. OmniBase responded to the Request for Proposal and was selected by TDPS as the initial vendor for the program in 1996. Accordingly, OmniBase is the only company to administer the FTA program and has been included in each of the enhancements to the program since it was first authorized.

Commitment

OmniBase is committed to building effective two-way relationships with political subdivisions through its computer information systems and staff. The computer technical staff offers first-rate response time to technical questions, and the entire staff offers a commitment for a positive relationship between governmental entities and our company.

What We Provide

- Customized software for database entry free of charge to jurisdictions contracting with TDPS for the FTA program
- Automated central database of violators reported by jurisdictions to the program
- Mail letter of notification to violators within 24 hours of TDPS acceptance advising of restriction on drivers license and providing information on contacting the reporting jurisdiction
- 800 number and operator assistance for offenders to contact our Interactive Voice Response System (IVR). System is available on a 24-hour basis to program-affected citizens with a means to call our office at any time to access a personal file on them concerning their violations
- Maintain database on violators for five years after clearance and indefinitely for non-clearances
- Monthly training for jurisdictions using our software

How We Operate

- City/county transmits new offenses to OmniBase
- OmniBase notifies TDPS to flag a violator's driver license record
- OmniBase notifies violator of restriction upon renewal of drivers license
- OmniBase assists violators in resolving open offenses
- Violator contacts city/county and resolves open offenses
- City/county collects fine, court costs, and the statutory administrative fee
- City/county notifies OmniBase Service of disposition of offense
- OmniBase Services notifies TDPS to remove the restriction on drivers license
- City/county keeps any fines collected and portion of the administrative fee

The Future

OmniBase Services of Texas will continue to adapt our database expertise to enhance the Failure to Appear Program and develop other revenue enhancement services for a wider range of governmental programs.

Failure to Appear Statistics
Jan 1, 2017

16.7 [illegible]llion Offenses Entered

[illegible]% Cleared

Number of Cities Participating: 732

Number of Counties Participating: [illegible]

News

Please try out the new Texas Failure to Appear Website to look up outstanding cases.

DPS - Email
contact: [illegible] Pendergraff 512-424 5431
Tijuana. @ DPS. TEXAS . gov
Page 4
19th 630pm
Web FTA.com - manual Clearance

OMNIBASE Services of Texas

Failure to Appear   Denial of Renewal of Texas Drivers License   Failure to Pay

Jan , 2017

cleared

Number of Cities Participating: 732

Number of Counties Participating: 243

News

Please try out the new Texas Failure to Appear Website to look up outstanding cases.

Failure To Appear (FTA) Program

Participation in the FTA program requires the participating jurisdiction to have an appropriate computer. For other than a few large jurisdictions, participation requires:

- Windows 95, Windows 98, Windows NT, or later version of a Windows operating system
- IBM PC or compatible with a minimum 486 processor
- 16 megabytes of Random Access Memory
- 500 megabyte or larger hard drive
- Hays compatible (non-USB) modem

The Vendor will provide the software necessary for the jurisdiction to participate in the FTA Program, at no charge. The software is referred to as Remote Entry System (RES) software.

If the jurisdiction uses a third-party court software vendor, (i.e., OCA, CSI, HCS, etc.) the court software vendor's application will manage the database, do the reporting of offenses, make corrections on denied/rejected records and export them to RES. Accordingly, the jurisdiction may be able to avoid the double entry of violations and only use RES for the transmission of the offenses to the Vendor.

The jurisdiction will use its computer to upload data through a modem to the Vendor's server. Each business day, the Vendor will download the data received from jurisdictions and export the data to a 3480 data tape. The tape is delivered to DPS daily where it is processed against driver license records. After processing, DPS provides confirmation or a rejected status of the records that were transmitted the previous day. The Vendor retrieves the daily tapes and processes the confirmations and rejections into the Vendor database server for the jurisdiction to download the next time the jurisdiction transmits.

RES will report all records rejected by DPS. The jurisdiction may correct and retransmit the records that were rejected.

An alternative means of transmission may be available to large jurisdictions that have a mainframe or server and are expecting to transmit a large volume of cases each day. These systems may either use the RES system or transmit records directly to the Vendor server by modem or the Internet. This alternative would probably require special programming by the jurisdiction and would be at the jurisdiction's own expense.

This summary is intended to provide a general description of the technical application of the Failure to Appear Program. For more specific information on the technical systems, jurisdictions may contact the vendor, OmniBase Services of Texas, LP, at (512) 346-6511.

2/2021 – Per Violation $10 – 6 omni
4 court

OMNIBASE Rep
X 108 – Brett Hopkin
BrettH@omniBase.com
512-346-6511

Interlocal Cooperation Contract
Failure to Appear (FTA) Program

State of Texas
County of ________________________

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the ______________________ Court of the [City or County] of __________________________ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required $10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;

4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate $6.00 of each $10.00 reimbursement fee received for payment to the Vendor and $4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the $10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006 are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of $6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required $10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

A. **Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

B. **Notice.** The respective party will send the other party notice as noted in this section.

Court	**Department of Public Safety**
Attn.:	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	
Address:	
Fax:	
Email:	
Phone:	

C. **Termination**. Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	**Department of Public Safety**
________________________	________________________
Authorized Signatory	**Driver License Division Chief or Designee**
________________________	
Title	
________________________	________________________
Date	**Date**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

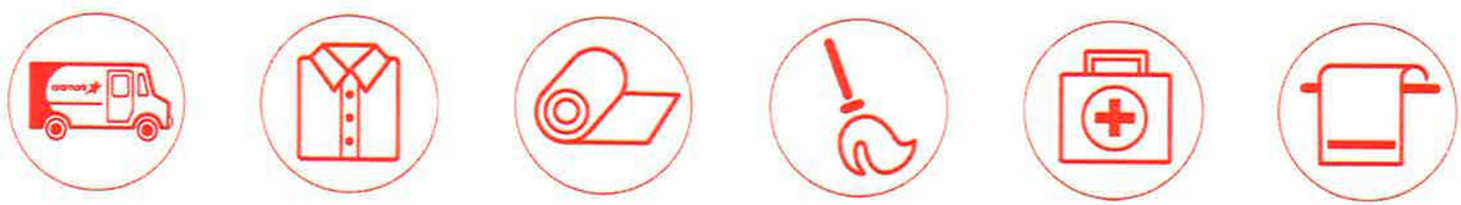
aramark

SERVICE PROPOSAL

City of Alvarado

Prepared by:
Tony Aguilar
Account Executive

aguilar-tony@aramark.com
April 12, 2021*



This Service Proposal is subject to the terms and conditions in Aramark's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

***Proposal good through 04-26-2021**

About Aramark

With Aramark Uniform Services in your corner, you have the knowledge and support of an industry leader for more than 75 years. Our affiliated companies provide rental, lease and direct purchase uniforms and workplace supplies for more than 400,000 customers across North America.

The Aramark Difference

Innovation We use insights from our clients to fuel new ideas to deliver products that help your business thrive.

Service Excellence Backed by a consistent process during each service visit and a dedicated team at 800-ARAMARK, you'll have what you need when you need it.

Our People Our Route Sales Representatives are focused on building long-lasting relationships and understanding your business.

This Service Proposal is subject to the terms and conditions in Aramark's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.
***Proposal good through** 04-26-2021

aramark

SERVICE PROPOSAL

4/12/2021*

City of Alvarado
104 W College St
Alvarado, TX 76009
817-790-3351

GARMENTS ORDERED:

NUMBER OF WEARERS	MERCHANDISE	NUMBER OF ITEMS PER WEARER	RATE (PER ITEM)	FREQUENCY
2	Coverall, 65/35 Blend, Enhanced Vis-Navy/Yellow Trim	2	$1.000	Weekly
11	Jacket, Slash Pocket-Navy	2	$0.230	Weekly
11	Pant, Denim Jeans-Blue Denim	11	$0.320	Weekly
11	Shirt, FlexFit, Rip Stop-Navy	11	$0.280	Weekly

FACILITY SERVICES ORDERED:

MERCHANDISE	QUANTITY	MINIMUM BILLED PERCENTAGE	RATE (PER ITEM)	FREQUENCY
Shop Towel, 18x18-Red	125	100%	$0.048	Weekly
Mat, Standard, 3x10-Dark Grey	6	50%	$1.350	Weekly
Mat, Slogan, 3x5-Greeting	8	50%	$3.971	Weekly
Mat, Scraper, 3x5-Black	4	100%	$3.249	Weekly
Standard Managed Restroom Service with Soap	1	100%	$29.520	Weekly

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 04-26-2021

SERVICE PROPOSAL

ESTIMATED WEEKLY PRICING SUMMARY	
Estimated Base Weekly Invoice Total	$201.00

Presented by:
Tony Aguilar
Account Executive

aguilar-tony@aramark.com

Thank-You For Considering Aramark!

We know you have a choice when it comes to uniform companies. That is why we make sure everything we do and everything we offer is with you in mind. As an industry leader for over 75 years, we work hard to provide solutions to help keep your workplace cleaner, safer and healthier.

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 04-26-2021

1-800-ARAMARK
aramarkuniform.com

SERVICE AGREEMENT

Customer's Service Location (for multiple locations, see attached list)	Customer's Billing Address (if different)
CUSTOMER NAME: City of Alvarado	CUSTOMER NAME: City of Alvarado
ADDRESS: 104 W College St	ADDRESS: 104 W College St
CITY / STATE / ZIP: Alvarado, TX 76009-4319	CITY / STATE / ZIP: Alvarado, TX 76009

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
2	Coverall, 65/35 Blend, Enhanced Vis-Navy/Yellow Trim	2	$1.000	Not Incl.	Weekly	$95.00
11	Jacket, Slash Pocket-Navy	2	$0.230	Not Incl.	Weekly	$29.00
11	Pant, Denim Jeans-Blue Denim	11	$0.320	Not Incl.	Weekly	$25.00
11	Shirt, FlexFit, Rip Stop-Navy	11	$0.280	Not Incl.	Weekly	$36.00

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
Shop Towel, 18x18-Red	125	$0.048	Weekly	100%	Not Incl.	$0.50
Mat, Standard, 3x10-Dark Grey	6	$1.350	Weekly	50%	Not Incl.	$87.00
Mat, Slogan, 3x5-Greeting	8	$3.971	Weekly	50%	Not Incl.	$81.00
Mat, Scraper, 3x5-Black	4	$3.249	Weekly	100%	Not Incl.	$67.00
Standard Managed Restroom Service with Soap	1	$29.520	Weekly	100%	Not Incl.	Current Rate

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	3% per Week	Company Emblem	$1.00 per Emblem
Preparation Charge	$1.00 per Garment	Other Emblem	$7.50 per Emblem
Bill Assure	30% per Week	Name Emblem	$0.50 per Emblem
Multi-day Stop Charge	$10.00 per Additional Stop	Other Charges/Services: _____	_____

Additional Terms/Charges: no nametag, prep or emblem charges on initial install
✱ ✱TA

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare®, lost Merchandise covered by Inventory Maintenance and Merchandise covered by Bill Assure.

Terms and Conditions Continued on Next Page

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. Merchandise that is lost as a result of willful misconduct is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) $25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of $25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. The parties explicitly acknowledge and agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

City of Alvarado
Name of Customer

817-790-3351
Customer Phone #

WENDY BROWN
Name & Title of Customer Contact

Signature of Authorized Customer Representative — Date

Tony Aguilar, Account Executive
AUS Representative Name & Title

Signature – Aramark Representative — Date

Signature – Aramark General Manager — Date

aramark

2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781)423-9091

Email: AUCA-DNBi@aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: City of Alvarado		*DUNS Number: 003789724	
*Trade Name / DBA Name: City Hall		*Date Business Started:	
*Street Address: 104 W College St	*City: Alvarado	*State: TX	*Zip Code: 76009-4319
*Telephone: 817-790-3351	Fax: ~--	*Email Address: brownw@cityofalvarado.org	
*Billing Street Address: 104 W College St	*City: Alvarado	*State: TX	*Zip Code: 76009
Principal Owner:			
Corporate Address:	City:	State:	Zip Code:
*Check Legal Status: ❑Corporation ❑Proprietorship ❑Partnership ❑LLC ❑LLP		*Estimated Weekly Charges:	
Do you have an existing account with another Aramark line of business? ❑Yes ❑No		City and State of Aramark location:	
If so, please provide the Account Number:		Aramark telephone number:	
Other Location Address:	City:	State:	Zip Code:
Other Location Address:	City:	State:	Zip Code:

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns maybe subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a $25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual) Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	

JOHNSON COUNTY SPECIAL UTILITY DISTRICT
SEWER BILLING SERVICES
FOR THE CITY OF ALVARADO, TEXAS

INTERLOCAL AGREEMENT

Johnson County Special Utility District (hereinafter "JCSUD") and The City of Alvarado, (hereinafter "Alvarado") enter into an interlocal agreement regarding collection of accounts for sewer services and other utilities provided by Alvarado in the corridor of the City whose residents receive water service from JCSUD, as shown in the attached map.

WHEREAS, the City of Alvarado is a home rule City located in Johnson County, Texas.

WHEREAS, Johnson County Special Utility District, (JCSUD) is a political subdivision of the State created under Senate Bill-5, as passed by the 78th Legislature, regular session of the State of Texas; and

WHEREAS, JCSUD provides retail water utility service to said corridor, pursuant to Texas Commission on Environmental Quality (TCEQ) Certificate of Convenience and Necessity No. 10081; and

WHEREAS, Alvarado provides sanitary sewer service for some of whom are provided water utility service by JCSUD; and

WHEREAS, it is recognized that the provision of sanitary sewer service to the affected residents is integrally related to JCSUD's separate provision of water service to the same customers such that joint billing and collection practices are in the public interest; and

WHEREAS, it is the public interest for an Agreement to be entered into to facilitate the billing and collection charges from the affected residents for sanitary sewer service.

NOW THEREFORE, JCSUD and Alvarado agree as follows:

1. Agency of JCSUD. JCSUD hereby agrees to serve as the agent for Alvarado for the purposes of billing and collecting sanitary sewer service fees and other utilities from customers of JCSUD who: (1) are located in the corridor and are recipients of sanitary sewer services from Alvarado; and (2) have executed a copy of the application for sanitary sewer service or an application in substantially similar form. During the term of this Agreement, Alvarado will be solely responsible for providing to JCSUD, and at all times maintaining, a current list of its customers to be billed by JCSUD, which list shall contain the following information for each customer: (a) the customer's name and address; (b) the type of sanitary sewer service to be billed by JCSUD on Alvarado's behalf; and (c) the amount to be billed.

2. Payment Based on Sewer Rate Ordinance for Sewer Collection. JCSUD agrees to add the fees due to Alvarado in the amounts indicated by Alvarado, to its monthly bills to customers. Each fee for sanitary sewer service or other utilities will be stated separately on such bills. Alvarado agrees to coordinate with JCSUD so that the payment for the sanitary sewer services or other utilities billed by JCSUD on Alvarado's behalf shall be due at the same time and under the same terms as the payment billed by JCSUD for water utility services. Upon receipt of payment due to Alvarado for the appropriate utilities, JCSUD will deposit such sums in an account in JCSUD's depository bank, commingled with payments made for JCSUD water utility services. The funds, less unpaid fees charged by JCSUD for services, shall be forwarded to Alvarado no less frequently than once a month. The funds shall be sent to Alvarado in the amounts due reflected on the monthly bills to the customers, less JCSUD's unpaid fees. JCSUD will forward an accounting of the customers from whom payment has been received, the period and type of services, and the fees retained by JCSUD periodically or upon request with reasonable notice.

3. Priority. When payment for water and sewer collection by any customer is made, JCSUD shall apply the funds paid first to any indebtedness of the customer to JCSUD and then to the payment of any indebtedness of the customer to Alvarado.

4. Delinquency/Disconnection. JCSUD agrees to use its best efforts to collect amounts due to Alvarado from customers for sanitary sewer service. If at any time any customer fails to pay any amounts collectible by JCSUD pursuant to the terms of this Agreement, JCSUD is authorized to terminate water utility services to the customer as deemed appropriate by JCSUD in accordance with the procedure specified in any applicable rate order and service policy of JCSUD then in effect. JCSUD shall notify Alvarado of all customer accounts which are delinquent and have been disconnected.

5. Disconnection for Ill Customers. Service will not be disconnected to any delinquent residential customer when it has been established that some person residing at that residence will become seriously ill, or more seriously ill, if service is disconnected. To avoid disconnection under these circumstances, the customer must provide a written statement from a physician to the utility prior to the stated date of disconnection. Service may be disconnected in accordance with Section 4 if the next month's bill, and the past due bill, are not paid by the due date of the next month's bill, unless the customer enters into a deferred payment plan with the utility.

6. Reconnection. In the event water service is disconnected for nonpayment of service charges, except as otherwise required by law or as agreed to by Alvarado, JCSUD agrees not to provide water services to that customer until JCSUD's receipt of payment of all delinquent charges, plus any applicable charges which are then collectible in accordance with Alvarado's Rate Order Policy or other applicable law.

7. Effect on Provision of Water. This Agreement shall not affect or in any way impair JCSUD's rights and obligations with respect to its customers or the provision of water utility services, except as specifically and expressly set forth in this Agreement, and as allowed by law.

8. Fees. Alvarado agrees to pay JCSUD $250.00 as an initial set-up fee to contribute to establishing JCSUD's billing and collection procedures to each existing customer. In addition, Alvarado agrees for JCSUD to receive a fee designated by JCSUD's Billing & Collection of Accounts for Sewer Services and Other Utilities Policy per account per month to be retained as explained in Section 2. The monthly fee will be paid until the end of the month in which Alvarado removes the account from the customer list provided to JCSUD under Section 1 of this Agreement. If Alvarado changes its utility rate (one or all); then a fee of $100 will be charged to Alvarado.

9. Purpose of Order/Indemnity. This Agreement is made for the purpose of facilitating the billing and collection of fees for sanitary sewer and other utility services provided by Alvarado. No partnership or joint venture is intended to be created hereby. JCSUD's sole responsibility is that of Alvarado's agent for billing and collection purposes and JCSUD shall have no responsibility for, and Alvarado shall indemnify, defend and hold JCSUD harmless from any damage, claims, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of JCSUD or Alvarado, their agents, employees, or representatives, in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by JCSUD or by Alvarado which does not amount to gross negligence or willful misconduct on the part of Alvarado, its agents, employees, or representatives. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorneys' fees, cost of court or expert fee, incurred by JCSUD relating to or arising from any damages, claims, demands or causes of action. Further, by way of indemnity, Alvarado shall at all times carry general liability insurance coverage in a form satisfactory to JCSUD.

10. Termination and Attorney Fees. Either party to this Agreement may cancel same at any time for any reason by giving the other party 60 days written notice of cancellation. Such notice may be given by hand delivery or by certified mail, postage prepaid, return receipt requested, to the address shown on the signature page of this agreement. If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations, or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and subject to appeal. The prevailing party in any legal proceeding against any other part to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, be entitled to recover its costs and reasonable attorneys' fees.

11. Notices. Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the addresses indicated below, or at such other addresses as may hereafter be furnished in writing by any party to all other parties, such notice shall be deemed to have been given as of the date so delivered or mailed.

ACKNOWLEDGMENTS

EXECUTED on the ______ day of ______________, 2018 and will be in effect as of the _______ day of _______________, 2018.

Johnson County Special Utility District

By: ___________________________

Peter Kampfer, General Manager

Mailing Address:
P.O. Box 1390
Joshua, TX 76058

ATTEST:

____

The City of Alvarado

By: ___________________________

Mailing Address:
104 W. College
Alvarado, TX 76009

ATTEST:

____

Billing & Collection of Accounts for Sewer Services and Other Utilities

Entities who provide sewer service and other utilities where residents receive water service from Johnson County Special Utility District (JCSUD) enters into an Interlocal Agreement with JCSUD. It facilitates the new Entity's billing and collection of charges from the affected residents for sanitary sewer service and other utilities. JCSUD will add the Entity's rates to JCSUD's monthly bills to its customers. Upon receipt of payment due to the entity, JCSUD will send the funds, less unpaid fees charged by JCSUD, to the Entity monthly. The Entity will be solely responsible for providing to JCSUD, and at all times maintaining, a current list of its customers to be billed by JCSUD. An initial fee will be established to contribute in the cost associated with implementation. After implementation any utility rate or structure change (one or all) will result in $100 fee.

The following table displays JCSUD's billing service rates/customer.

Number of Customers	Rate/Customer
10 to 50	$5.00
51 to 299	$3.00
300 to 599	$2.00
600 +	$1.50