REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
August 16, 2021
6:30 P.M.

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday August 16, 2021 at 6:30 p.m. City Council meetings are open to the public with social distancing and sanitation protocols in place. 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/

Members of the public may view the meeting starting at 6:30 p.m. by clicking the following link: **https://us02web.zoom.us/j/98967890821. Meeting ID Number: 989 6789 0821. Passcode: 369369.** Members of the public may also listen to the meeting by telephone using one of the following telephone numbers followed by inputting the above Meeting ID Number: **1-346-248-7799** (Houston); **1-669-900-6833** (San Jose); **888 788 0099** US Toll-free; **877 853 5247** US Toll-free.

Please email the City Secretary at thomasd@cityofalvarado.org by 4:00 p.m. on the day of the meeting if you plan to provide 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.

CALL TO ORDER- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic.

Unless the item is specifically noted on this agenda, the City Council is required under the Texas Open Meetings Act to limit its response to one of the following:

* Responding with a statement of specific factual information or reciting the City's existing policy on that issue; or
* Directing the person making the inquiry to visit with City Staff about the issue. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

REGULAR AGENDA:

CONSENT AGENDA:

A. Minutes, Regular Called Meeting, July 19, 2021.
B. Resolution of the City Council of the City of Alvarado, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee, and Atmos Energy regarding the company's 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest.
C. A/P Check History Report July 2021

REGULAR AGENDA:

1. Consideration and action regarding the request for a final plat for property known as Eagle Glen, Phase 2, approximately 31.551 acres situated in the Andrew Spiva Survey, Abstract No. 770, Alvarado, Johnson County, Texas.

2. Public Hearing regarding the creation of a Public Improvement District.

3. Consideration and action regarding an extension of the Covid Policy set to expire August 31, 2021.

4. Consideration and action regarding a resolution of the City Council of the City of Alvarado, Texas designating certain positions as authorized signatories for all city accounts maintained by First Financial Bank of Alvarado, and establishing an effective date.

5. Consideration and action regarding the 2021-2022 Ad Valorem Tax rate.
   a. Roll Call vote for proposed 2021-2022 ad valorem tax rate.
   b. Setting the time, place and date for a Public Hearing regarding the 2021-2022 Ad Valorem Tax rate.

6. Consideration and action regarding a bank depository agreement between the City of Alvarado and First Financial Bank.

7. Consideration and action regarding reducing the Parks Board to six regular members and two alternates.

8. Consideration and action regarding approval of new members to the Parks Board.

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.

9. 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 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.

10. 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 and the bulletin board located at city hall on this the 13th day of August, 2021 and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Debbie Thomas

Debbie Thomas, TRMC, City Secretary

CITY OF ALVARADO

County of Johnson
State of Texas
July 19, 2021
MINUTES

The City Council of the City of Alvarado met in Regular Called Session on Monday, July 19, 2021, at 6:30 p.m. The following were present for roll call:

Tracy Melson	*	Councilperson
Jacob Wheat	*	Mayor
Lydia Moon	*	Mayor Pro Tem
Cherry Bryant	*	Councilperson
Michael Bennett	*	Councilperson
Kevin Thomas	*	Councilperson
Beverly Short	*	Councilperson

Others Present:

Emile Moline	*	Interim City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Michael Dwiggins	*	Public Works Director
Brad Anderson	*	Chief of Police
Reyth Garcia	*	Court Clerk
Richard Van Winkle	*	Fire Chief

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:40 P.M. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no public comments at this meeting.

CONSENT AGENDA

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

CITY MANAGER REPORT

Interim City Manager Emile Moline then addressed the council in regards to the following:

Streets Update – Public Works are diligently trying to repair pot holes in the worst streets in Alvarado. A list of streets for repairs has been discussed and is currently in the process of starting repairs.

Visions and Goals - The Visions and Goals of the city were presented. Some of the goals have already been scheduled with others waiting on a timeline to schedule. The growth and community overall visions are to continue basic services and try to add more value to each for our community.

Budget – The 2020-2021 fiscal year budget is nearing completion. It will be ready before July 31, 2021 which is the deadline for the filing in the City Secretary's office.

Corona Rescue Plan – We will be applying for the Corona Rescue plan which could possibly be up to one million dollars. The deadline is August 2, 2021.

Rate increase for Republic Waste – An automatic rate increase of 3.3% will be effective July 1, 2021. This has already been approved in the contract that was approved last year.

CONSIDERATION AND ACTION REGARDING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS ADOPTING A REVISED BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

Interim City Manager Emile Moline and Finance Director Paula Hardison explained the budget amendments that were needed for this fiscal year. Motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Cherry Bryant to approve the resolution as presented. This motion supported six votes in approval and zero opposed. Motion passed.

PRESENTATION FROM ASHLEY DIERKER REGARDING AN ORIENTATION FOR CITY COUNCIL MEMBERS.

Ashley Dierker, City Attorney, addressed the council in reference to the Open Meetings Act and the Public Information Act. She explained the seriousness of these two acts and the fines and possible jail time for violating them.

CONSIDERATION AND ACTION REGARDING AN ORDINANCE CLOSING AND ABANDONING A 38.35 FEET WIDE BEGINNING AT THE NORTHEAST CORNER OF NORTH SECOND STREET AND 20.92 FEET WIDE AT THE SOUTHEAST CORNER OF N. SECOND STREET AND A 70.24 LENGTH OF NORTH SECOND STREET, ALVARADO , JOHNSON COUNTY, TEXAS, AND AUTHORIZING THE CONVEYANCE TO ADJACENT PROPERTY OWNERS BY ISSUANCE OF A QUIT CLAIM DEED.

After discussion, motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Michael Bennett, to approve the ordinance as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AN ALVARADO ECONOMIC DEVELOPMENT PROJECT FROM RETAIL STRATEGIES.

Emile Moline, Interim City Manager explained to the council that this had been approved by the Alvarado 4B Board not to exceed $40,000.00 with $25,000 Downtown Revitalization project coming out of General Fund using the salary of the Economic Development Director since this position is not needed. After discussion, motion was made by Councilperson Michael Bennett, duly seconded by Councilperson Lydia Moon, to approve the agreement with Retail Strategies with $40,000 coming out of Economic Development Funds and $25,000 coming out of General Fund. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION REQUESTING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT.

A petition was presented to the City Council from Alvarado 429 Partners LLC for a Public Improvement District. After discussion, motion was made by Councilperson Cherry Bryant, duly seconded by Councilperson Beverly Short, to accept the petition to accept the PID and hold a public hearing at the next regular meeting on August 16, 2021. This motion supported six votes in approval and zero votes opposed. Motion passed.

EXECUTIVE SESSION

Mayor Jacob Wheat then convened into Executive Session at 8:42p.m. He then reconvened the regular called meeting at 9:20 p.m.

CONSIDERATION AND ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION

Motion was made by Councilperson Lydia Moon, duly seconded by Councilperson Michael Bennett, to authorize the Mayor to enter into an agreement for a Temporary City Manager to start immediately and to be effective until August 16, 2021, and to enter into an agreement with Paul DeBuff as our permanent Interim City Manager to be effective August 16, 2021. This motion supported six votes in approval and zero votes opposed. Motion carried

COUNCIL COMMENTS

There were no council comments at this meeting.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 9:22 p.m.

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

____
Mayor Jacob Wheat

____
Debbie Thomas, TRMC, City Secretary

RESOLUTION NO. R2021-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Alvarado, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately $3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF AUGUST, 2021.

Mayor Jacob Wheat

ATTEST:

City Secretary Debbie Thomas

APPROVED AS TO FORM:

City Attorney

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	**Amount**
Customer Charge per Bill	$ 20.85 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 20.90 per month
Commodity Charge – All Ccf	$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE: Page**

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	**Amount**
Customer Charge per Bill	$ 56.50 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 56.51 per month
Commodity Charge – All Ccf	$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4330 per MMBtu
Next 3,500 MMBtu	$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4330 per MMBtu
Next 3,500 MMBtu	$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i	=	any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
$WNAF_i$	=	Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
R_i	=	Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
HSF_i	=	heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
NDD	=	billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
ADD	=	billing cycle actual heating degree days.
Bl_i	=	base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description	Shared Services: Pension Account Plan	Shared Services: Post-Employment Benefit Plan	Mid-Tex Direct: Pension Account Plan	Mid-Tex Direct: Supplemental Executive Benefit Plan	Mid-Tex Direct: Post-Employment Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	$ 2,917,949	$ 4,908,358	$ 5,447,063	$ 293,818	$ 6,600,073	
2	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%	
	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
3		$ 1,274,655	$ 2,144,130	$ 4,145,546	$ 293,818	$ 5,023,057	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 1,274,655	$ 2,144,130	$ 4,145,546	$ 293,818	$ 5,023,057	$ 12,881,205
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%	
11							
12							
13	Total Pension Account Plan	$ 956,873		$ 1,602,484			$ 2,559,357
14	Total Post-Employment Benefit Plan		$ 1,609,582			$ 1,941,691	3,551,272
15	Total Supplemental Executive Benefit Plan				$ 32,322		32,322
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 956,873	$ 1,609,582	$ 1,602,484	$ 32,322	$ 1,941,691	$ 6,142,952
17							

18 Notes:
19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
20 2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the
21 benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods
22 includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
23 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	$ -	$ -	$ (51,477,654)	$ -	$ -	$ 343,746,535	$ -	$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor					See WP_F-5.1		6.79%	
30	Revenue Related Taxes on Annual Amortization					Amortization * Tax Factor		$ 3,949,355	
31	Amortization Including Revenue Related Taxes					Amortization + Taxes		$ 62,136,973	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

VENDOR SET: 01 City of Alvarado, TX
BANK: * ALL BANKS
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00282	JLRJ, INC							
C-CHECK	JLRJ, INC VOIDED	V	7/06/2021			044241		211.35CR
05575	TRANSUNION RISK AND ALTERNATIV							
C-CHECK	TRANSUNION RISK AND ALTEVOIDED	V	7/06/2021			044256		180.90CR
00377	BEMIS, PAUL							
C-CHECK	BEMIS, PAUL VOIDED	V	7/16/2021			044301		280.00CR
1	HOLIDAY INN EXPRESS WHITVOIDED							
C-CHECK	HOLIDAY INN EXPRESS WHITVOIDED	V	7/16/2021			044331		231.16CR

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	4	VOID DEBITS	0.00			
		VOID CREDITS	903.41CR	903.41CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	4	903.41CR	0.00	0.00
BANK: * TOTALS:	4	903.41CR	0.00	0.00

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00284		ALVARADO PROFESSIONAL FF ASSN.							
	I-IAF202106029595	FF DUES	D	7/01/2021	100.00		000644		
	I-IAF202106169653	FF DUES	D	7/01/2021	150.00		000644		250.00
04125		ADT SECURITY SERVICES							
	I-202107029704	ADT SECURITY SERVICES	D	7/02/2021	100.02		000646		100.02
01625		EFTPS - FEDERAL WITHHOLDING							
	I-T1 202106309697	EMPLOYEE FEDERAL WITHHOLDING	D	7/02/2021	11,361.16		000647		
	I-T3 202106309697	FICA WITHHOLDING	D	7/02/2021	15,159.06		000647		
	I-T4 202106309697	MEDICARE	D	7/02/2021	3,545.32		000647		30,065.54
04995		EXPERT PAY							
	I-202107019703	EXPERT PAY FEE	D	7/01/2021	4.50		000648		
	I-G16202106309697	CAUSE NO. 68336-86	D	7/01/2021	93.69		000648		
	I-G20202106309697	CASE 0012458936	D	7/01/2021	206.31		000648		
	I-G25202106309697	CAUSE DC-D202000759	D	7/01/2021	407.08		000648		711.58
02695		TASC							
	I-202107069707	EMPLOYEE FLEXIBLE SPEND	D	7/06/2021	1,441.58		000649		1,441.58
03655		MICROSOFT CORPORATION							
	I-E0300F2ZAE	MONTHLY SERVICE FEE 6/6 - 7/5	D	7/08/2021	664.00		000652		664.00
01865		TEXAS WORKFORCE COMMISSION							
	I-202107139739	TWC - 1ST QTR PAYMENT	D	7/13/2021	14,858.69		000653		14,858.69
00599		DISH NETWORK							
	I-202107149755	FD DISH 07/11 - 08/12	D	7/16/2021	102.38		000654		102.38
03305		AMAZON							
	I-443365533784	CABINET-CODE	D	7/16/2021	415.11		000655		
	I-4643373963471	PHONE CASES	D	7/16/2021	31.03		000655		
	I-473948737635	LIGHT-PAULA H	D	7/16/2021	13.44		000655		459.58
01625		EFTPS - FEDERAL WITHHOLDING							
	I-T1 202107149754	EMPLOYEE FEDERAL WITHHOLDING	D	7/16/2021	11,180.95		000656		
	I-T3 202107149754	FICA WITHHOLDING	D	7/16/2021	14,949.38		000656		
	I-T4 202107149754	MEDICARE	D	7/16/2021	3,496.32		000656		29,626.65
04995		EXPERT PAY							
	I-202107159763	EXPERT PAY FEE	D	7/15/2021	4.50		000657		
	I-G16202107149754	CAUSE NO. 68336-86	D	7/15/2021	93.69		000657		
	I-G20202107149754	CASE 0012458936	D	7/15/2021	206.31		000657		
	I-G25202107149754	CAUSE DC-D202000759	D	7/15/2021	407.08		000657		711.58

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04125		ADT SECURITY SERVICES							
	I-202107209768	ADT SECURITY SERVICES	D	7/19/2021	55.00		000658		55.00
02695		TASC							
	I-202107209767	EMPLOYEE FLEXIBLE SPEND	D	7/19/2021	1,441.58		000659		1,441.58
01745		POSTAGE FOR POSTAGE MACHINE							
	I-202107269776	POSTAGE FOR POSTAGE MACHINE	D	7/21/2021	1,500.00		000660		1,500.00
02375		TEXAS COMPTROLLER OF PUBLIC AC							
	I-202107269775	COURT FEES TO STATE (3RD QTR)	D	7/21/2021	87,356.15		000661		87,356.15
02375		TEXAS COMPTROLLER OF PUBLIC AC							
	I-202107269777	SALES TAX FOR JUNE GARBAGE	D	7/21/2021	1,231.69		000662		1,231.69
01363		TMRS							
	I-TMR202106309697	TMRS	D	7/30/2021	13,828.12		000672		
	I-TMR202107149754	TMRS	D	7/30/2021	14,253.29		000672		
	I-TMR202107289784	TMRS	D	7/30/2021	13,748.07		000672		
	I-TMR202107289786	TMRS	D	7/30/2021	45.88		000672		41,875.36
00284		ALVARADO PROFESSIONAL FF ASSN.							
	I-IAF202107149754	FF DUES	D	7/29/2021	150.00		000673		
	I-IAF202107289784	FF DUES	D	7/29/2021	150.00		000673		300.00
01625		EFTPS - FEDERAL WITHHOLDING							
	I-T1 202107289784	EMPLOYEE FEDERAL WITHHOLDING	D	7/30/2021	10,710.86		000674		
	I-T1 202107289786	EMPLOYEE FEDERAL WITHHOLDING	D	7/30/2021	22.41		000674		
	I-T3 202107289784	FICA WITHHOLDING	D	7/30/2021	14,391.96		000674		
	I-T3 202107289785	FICA WITHHOLDING	D	7/30/2021	227.54		000674		
	I-T3 202107289786	FICA WITHHOLDING	D	7/30/2021	49.60		000674		
	I-T3 202107299801	FICA WITHHOLDING	D	7/30/2021	5.16		000674		
	I-T4 202107289784	MEDICARE	D	7/30/2021	3,365.90		000674		
	I-T4 202107289785	MEDICARE	D	7/30/2021	53.28		000674		
	I-T4 202107289786	MEDICARE	D	7/30/2021	11.60		000674		
	I-T4 202107299801	MEDICARE	D	7/30/2021	1.20		000674		28,839.51
04995		EXPERT PAY							
	I-202107289787	EXPERT PAY FEE	D	7/29/2021	4.50		000675		
	I-G16202107289784	CAUSE NO. 68336-86	D	7/29/2021	93.69		000675		
	I-G20202107289784	CASE 0012458936	D	7/29/2021	206.31		000675		
	I-G25202107289784	CAUSE DC-D202000759	D	7/29/2021	407.08		000675		711.58

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		MUTTERS, JUAN							
	I-000202107029705	CT REFUND	R	7/02/2021	109.00		044238		109.00
09915		APOS FLOORS							
	I-10914	GRANITE COUNTERTOP/VANITY SINK	R	7/02/2021	2,660.00		044239		2,660.00
01265		SPENCER, CELESA							
	I-202107029706	SCC JANITORIAL	R	7/02/2021	400.00		044240		400.00
00282		JLRJ, INC							
	I-12251	OIL CHANGE 2020 FORD TRUCK	V	7/06/2021	50.95		044241		
	I-12298	OIL CHANGE 2021 FORD EXPLORER	V	7/06/2021	90.45		044241		
	I-12401	OIL CHANGE 2020 FORD EXPLORER	V	7/06/2021	69.95		044241		211.35
00282		JLRJ, INC							
	M-CHECK	JLRJ, INC VOIDED	V	7/06/2021			044241		211.35CR
00335		ATMOS ENERGY CORPORATION							
	I-202106299691	NATURAL GAS FIRE DEPT	R	7/06/2021	72.50		044242		72.50
00335		ATMOS ENERGY CORPORATION							
	I-202106299692	NATURAL GAS CITY HALL	R	7/06/2021	62.19		044243		62.19
00463		CARSON PEST MANAGEMENT							
	I-170454	PEST CONTROL CITY HALL	R	7/06/2021	57.97		044244		
	I-170782	PEST CONTROL FIRE DEPT	R	7/06/2021	41.52		044244		
	I-170911	PEST CONTROL SCC	R	7/06/2021	59.41		044244		158.90
00936		CNHI, LLS							
	I-00106798	LEGAL PUBLICATIONS	R	7/06/2021	148.00		044245		148.00
01081		OFFICE DEPOT (LIB)							
	I-174655484001	STATION SUPPLIES	R	7/06/2021	169.90		044246		
	I-178926787001	OFFICE SUPPLIES	R	7/06/2021	234.36		044246		
	I-178941809001	PENS	R	7/06/2021	9.31		044246		413.57
01158		STAPLES, INC.							
	I-17422506	PENS FOR CITY SEC	R	7/06/2021	22.78		044247		
	I-17482303	ROLLERBALL PENS	R	7/06/2021	10.99		044247		33.77
01405		TEXAS COMMISSION ON LAW ENFORC							
	I-06/28/2021	TRAINING FOR T. GROSS	R	7/06/2021	35.00		044248		35.00

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01472		UNIFIRST CORPORATION							
	I-8293137785	SCC RUGS	R	7/06/2021	58.86		044249		58.86
02695		TASC							
	I-IN2045450	FSA ADMIN QRTY FEES	R	7/06/2021	508.50		044250		508.50
03465		CHILDRESS ENGINEERS, INC							
	I-21-075	PARKS OF ALVARADO PREL PLAT	R	7/06/2021	2,600.00		044251		2,600.00
03465		CHILDRESS ENGINEERS, INC							
	I-21-077	ALV COMM LAUNDRY SITE PLAN	R	7/06/2021	400.00		044252		400.00
03465		CHILDRESS ENGINEERS, INC							
	I-21-082	FEED STORE REVIEW	R	7/06/2021	800.00		044253		800.00
03465		CHILDRESS ENGINEERS, INC							
	I-21-216-1	EAGLE GLEN PLAN REVIEW	R	7/06/2021	400.00		044254		400.00
05325		AMG TECHNOLOGY INVESTMENT GROU							
	I-B125225182-4	LINK 50 LIBRARY	R	7/06/2021	168.20		044255		
	I-N12505351-105	VOIP LINES	R	7/06/2021	1,075.41		044255		1,243.61
05575		TRANSUNION RISK AND ALTERNATIV							
	I-13361-202106-1	SUBSCRIPTIONS AND DUES	V	7/06/2021	180.90		044256		180.90
05575		TRANSUNION RISK AND ALTERNATIV							
	M-CHECK	TRANSUNION RISK AND ALTEVOIDED	V	7/06/2021			044256		180.90CR
06455		READY REFRESH BY NESTLE							
	I-01F0126269018	BOTTLED WATER PD	R	7/06/2021	204.73		044257		204.73
06535		RICOH USA, INC.							
	I-105106692	COURT COPIER	R	7/06/2021	496.90		044258		496.90
06975		LINEBARGER GOGGAN BLAIR & SAMP							
	I-03/19/2021	FEES FOR COLLECTION FEB 2021	R	7/06/2021	1,918.33		044259		
	I-06/22/2021	FEES FOR COLLECTION - MAR 2021	R	7/06/2021	6,826.57		044259		8,744.90
08835		WAHOO INC							
	I-135143	FIRE DEPT ENVELOPES	R	7/06/2021	109.61		044260		109.61
09735		NMS LABS							
	I-1145213	CONTROLLED SUBSTANCES	R	7/06/2021	332.00		044261		332.00

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		WARD WILLLIAMS							
	I-06/30/2021	WARD WILLLIAMS:	R	7/06/2021	84.00		044262		84.00
1		PAUL CALOWAY							
	I-2021030123526	PAUL CALOWAY:	R	7/06/2021	125.00		044263		125.00
01504		WALMART COMMUNITY/GEMB							
	I-202106189674	CLEANING SUPPLIES	R	7/07/2021	202.39		044264		
	I-202106309698	foam cups dawn, plates	R	7/07/2021	51.59		044264		
	I-202106309699	FINANCE CHARGES	R	7/07/2021	4.01		044264		
	I-5/19/21	SENIOR SUPPLIES	R	7/07/2021	215.96		044264		473.95
ENTERP		ENTERPRISE FM TRUST							
	I-FBN4244412	A/C-MARS-FIRE-ADMIN JULY 2021	R	7/07/2021	6,021.55		044265		
	I-FBN4245245	PD-JULY LEASE 2021	R	7/07/2021	6,407.51		044265		
	I-FBN4250148	PW-JULY LEASE 2021	R	7/07/2021	9,506.67		044265		
	I-FBN4250159	FIRE-JULY LEASE 2021	R	7/07/2021	3,364.96		044265		25,300.69
01504		WALMART COMMUNITY/GEMB							
	I-202107079709	POLICE DEPT OFFICE SUPPLIES	R	7/07/2021	64.78		044266		64.78
09925		PRESCHER CUSTOM HOMES, LLC							
	I-202107079710	REFUND ENG PLAN REVIEW DEPOSIT	R	7/07/2021	2,332.00		044267		2,332.00
00384		BETHANY S.U.D							
	I-202106309700	LAKE BR 5/14/21-6/11/21	R	7/08/2021	51.87		044268		51.87
00384		BETHANY S.U.D							
	I-202106309701	BK LIFT 5/13/21-6/10/21	R	7/08/2021	50.95		044269		50.95
00776		BD HOLT CO							
	I-0078909	5GA HYDO 10	R	7/08/2021	141.12		044270		141.12
01032		MURPHY SCOTT RESOURCES LP							
	I-915777	500 GALLONS OF ULTRA LOW SULF	R	7/08/2021	1,584.95		044271		1,584.95
03855		BURLESON OUTDOOR POWER EQUIP.,							
	I-115611	HAND HELD BLOWER	R	7/08/2021	119.99		044272		
	I-115705	BOLT TENSIONER GEAR	R	7/08/2021	64.36		044272		
	I-115774	THROTTLE	R	7/08/2021	2.02		044272		186.37
05425		REPUBLIC SERVICES, INC							
	I-0794-014748160	135 CR 404 WASTEROLLOFFS	R	7/08/2021	3,659.45		044273		3,659.45

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
07185		W M AUTOMOTIVE WAREHOUSE, INC							
	I-289070/1	AUTOMOTIVE XL V BELTS	R	7/08/2021	35.98		044274		35.98
09835		GLOBAL PUMP SOLUTIONS LLC							
	I-SAJ1225A	SULSER	R	7/08/2021	7,310.00		044275		7,310.00
1		PENN TOOL CO							
	I-410681	PENN TOOL CO:	R	7/08/2021	213.02		044276		213.02
06435		AMERICAN UNITED LIFE INSURANCE							
	I-202107099714	JULY PREMIUM	R	7/09/2021	1,918.89		044277		1,918.89
08465		AMERICAN HERITAGE LIFE INSURAN							
	I-202107099713	JUNE PREMIUM	R	7/09/2021	873.98		044278		873.98
1		MOSS, GLORIA							
	I-000202107139731	US REFUND	R	7/13/2021	51.07		044279		51.07
1		BURCH, JAMES							
	I-000202107139732	US REFUND	R	7/13/2021	13.18		044280		13.18
1		MEDBAK PROPERTIES LL							
	I-000202107139733	US REFUND	R	7/13/2021	42.48		044281		42.48
1		SULLINS, CASSIE							
	I-000202107139734	US REFUND	R	7/13/2021	34.37		044282		34.37
1		SMITH, JIMMY							
	I-000202107139735	US REFUND	R	7/13/2021	18.54		044283		18.54
00314		ANDERSON, BRAD							
	I-202107139736	TELEPHONE ALLOWANCE	R	7/13/2021	50.00		044284		50.00
01345		THOMAS, DEBBIE							
	I-202107139738	TELEPHONE ALLOWANCE	R	7/13/2021	50.00		044285		50.00
09935		WHITNEY SMITH COMPANY							
	I-07/08/2021	ESCROW DEPOSIT FOR ON HOUR RET	R	7/13/2021	300.00		044286		300.00
MELSON		GARY MELSON							
	I-202107139737	TELEPHONE ALLOWANCE	R	7/13/2021	50.00		044287		50.00
00457		TIB - THE INDEPENDENT BANKERSB							
	I-167060	VAN WINKLE #0052	R	7/14/2021	106.10		044290		106.10

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00457		TIB - THE INDEPENDENT BANKERSB							
	I-202107139741	GARCIA #0219 JUNE28,21	R	7/14/2021	50.00		044291		50.00
00457		TIB - THE INDEPENDENT BANKERSB							
	I-202107139750	DWIGGINS #0038 JUNE 2021	R	7/14/2021	113.75		044292		113.75
00457		TIB - THE INDEPENDENT BANKERSB							
	I-202107139752	ANDERSON #0045 JUNE 2021	R	7/14/2021	536.30		044293		536.30
00457		TIB - THE INDEPENDENT BANKERSB							
	I-202107149753	MOLINE #0169 JUNE 2021	R	7/14/2021	222.14		044294		222.14
00457		TIB - THE INDEPENDENT BANKERSB							
	I-202107149756	HARDISON - 0144	R	7/14/2021	70.87		044295		70.87
00457		TIB - THE INDEPENDENT BANKERSB							
	I-44226002	THOMAS #0004 JUNE 2021	R	7/14/2021	758.38		044296		758.38
00939		LOWE'S COMPANIES INC							
	C-980440	WASHER/DRYER-ANIMAL CONTROL	R	7/14/2021	1,824.94CR		044297		
	I-224272	UGLY TRIMMERS BIT SOCKETS	R	7/14/2021	299.81		044297		
	I-57517	FLTR EDR3RXD1	R	7/14/2021	94.98		044297		
	I-57551	CEMENT-FIRE ANT	R	7/14/2021	210.25		044297		
	I-57552	FIRE ANT YARD-HAWK LH TRANS	R	7/14/2021	187.35		044297		
	I-57731	DUTY FLOOR RODE, HELICAL 3/8	R	7/14/2021	116.11		044297		
	I-65457	MULCH-DFNS-MATTE PATRIOT	R	7/14/2021	350.55		044297		
	I-957172	TX SELECT GAS CAN	R	7/14/2021	321.83		044297		
	I-957551	FAST SETTING CEMENT	R	7/14/2021	210.25		044297		
	I-957552	FIRE ANT BLU HAWK TRANS GREEN	R	7/14/2021	187.35		044297		
	I-957731	HD SQUEEGEE TEKS FLOOR STEEL T	R	7/14/2021	116.11		044297		
	I-978220	WASHER/DRYER	R	7/14/2021	1,893.62		044297		
	I-979674	WASHER/DRYER-ANIMAL CONTROL	R	7/14/2021	1,824.94		044297		3,988.21
03215		DAVID R. BROOKS							
	I-202107149760	JANITORIAL CITY HALL	R	7/14/2021	420.00		044298		
	I-202107149761	JANITORIAL LIBRARY	R	7/14/2021	240.00		044298		
	I-202107149762	JANITORIAL ANNEX	R	7/14/2021	660.00		044298		1,320.00
00282		JLRJ, INC							
	I-13709	OIL CHANGE F550 PICKUP	R	7/16/2021	95.45		044299		95.45
00303		AMERICAN MUNICIPAL SERVICES							
	I-50518	UTILITY COLLECTION MAY 2021	R	7/16/2021	45.27		044300		45.27

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00377	BEMIS, PAUL								
I-202107139723	PER DIEM INDIANOPOLIS		V	7/16/2021	280.00		044301		280.00
00377	BEMIS, PAUL								
M-CHECK	BEMIS, PAUL	VOIDED	V	7/16/2021			044301		280.00CR
00463	CARSON PEST MANAGEMENT								
I-170736	PEST CONTROL ANNEX		R	7/16/2021	80.95		044302		
I-170844	OEST CONTROL ACO		R	7/16/2021	54.36		044302		135.31
00465	CASCO INDUSTRIES, INC.								
I-230336	FOAM		R	7/16/2021	1,560.00		044303		1,560.00
01000	METRO FIRE APPARATUS SPECIALIS								
I-INV-03-8240	2017 SPARTAN METRO STAR		R	7/16/2021	3,360.60		044304		3,360.60
01081	OFFICE DEPOT (LIB)								
I-151887515002	STATION SUPPLIES		R	7/16/2021	26.09		044305		
I-175510042001	PRESSBOARD		R	7/16/2021	62.76		044305		88.85
01313	TAYLOR, OLSON, ADKINS, SRALLA								
I-236-1	LEGAL FEES		R	7/16/2021	5,934.03		044306		
I-237	LEGAL FEES		R	7/16/2021	655.28		044306		6,589.31
01404	TEXAS COMMISSION ON FIRE PROTE								
I-202107139751	A NIX CERTIFICATON		R	7/16/2021	85.00		044307		85.00
01488	VAN WINKLE, RICHARD								
I-202107139719	PER DIEM COLLEGE STATION		R	7/16/2021	358.25		044308		358.25
03235	HOPPS ENTERPRISE, LLC								
I-26886	TIRE SERVICE FOR UNIT ACO		R	7/16/2021	40.00		044309		40.00
03265	IRON MOUNTAIN INFORMATION MANA								
I-DSNL451	SHREDDING SERVICES		R	7/16/2021	199.52		044310		199.52
03465	CHILDRESS ENGINEERS, INC								
I-21-294	GARZA PLAT REVIEW		R	7/16/2021	1,800.00		044311		1,800.00
03465	CHILDRESS ENGINEERS, INC								
I-21-297	JACK IN THE BOX PLAN REVIEW		R	7/16/2021	800.00		044312		800.00
04135	AT&T								
I-202107139726	LANDLINES		R	7/16/2021	114.99		044313		114.99

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04135	AT&T							
I-202107139727	LANDLINES	R	7/16/2021	542.00		044314		542.00
04135	AT&T							
I-202107139728	LANDLINES	R	7/16/2021	200.89		044315		200.89
04135	AT&T							
I-202107139729	LANDLINES	R	7/16/2021	255.46		044316		255.46
04505	JOHNSON COUNTY TREASURER							
I-1508	INMATE BILLING JUNE 2021	R	7/16/2021	101.42		044317		101.42
04755	SIDDONS-MARTIN							
I-14407725	OIL PRESSURE GOVERNOR	R	7/16/2021	182.00		044318		182.00
05215	MHC KENWORTH							
I-R00613700255537	UNT T179 REPAIRS	R	7/16/2021	9,033.97		044319		9,033.97
05325	AMG TECHNOLOGY INVESTMENT GROU							
I-B125065757-66	SCC VOIP LINES	R	7/16/2021	29.81		044320		
I-N125217124-3	PD COMMLINK	R	7/16/2021	1,209.74		044320		1,239.55
05965	BUREAU VERITAS, BACK UP PLUMBI							
I-1588196	BACKUP PLUMBING INSPECTIONS	R	7/16/2021	2,615.28		044321		2,615.28
06055	LINWOOD ARCEMENT							
I-6886	IT COMPUTER SERVICES	R	7/16/2021	3,570.00		044322		3,570.00
06325	KMP GRAPHICS							
I-313548	GRAPHICS FOR PETES TRUCK	R	7/16/2021	73.61		044323		
I-313549	GRAPHICS FOR DOUGS TRUCK	R	7/16/2021	74.65		044323		148.26
06335	FREESE AND NICHOLS, INC							
I-1324035	SVR20571 MAPLE AVE	R	7/16/2021	39,356.25		044324		39,356.25
06925	HARGROVE, BRAD							
I-202107139720	PER DIEM COLLEGE STATION	R	7/16/2021	358.25		044325		358.25
06925	HARGROVE, BRAD							
I-202107139724	PER DIEM INDIANOPOLIS	R	7/16/2021	280.00		044326		280.00
06975	LINEBARGER GOGGAN BLAIR & SAMP							
I-07/08/2021	FEES FOR COLLECTION APRIL 2021	R	7/16/2021	4,626.81		044327		
I-202107139740	FEES FOR COLLECITON MAY 2021	R	7/16/2021	3,999.11		044327		8,625.92

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.		NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
07005		NIX, AUSTEN							
	I-202107139721	PER DIEM COLLEGE STATION	R	7/16/2021	277.00		044328		277.00
09655		QUADIENT INC.							
	I-16426000	INK CARTS	R	7/16/2021	368.46		044329		368.46
1		WYNDHAM INDIANOPOLIS WEST							
	I-202107139716	WYNDHAM INDIANOPOLIS WEST:	R	7/16/2021	2,097.51		044330		2,097.51
1		HOLIDAY INN EXPRESS WHITE HOU							
	I-202107139717	HOLIDAY INN EXPRESS WHITE HOU:	V	7/16/2021	231.16		044331		231.16
1		HOLIDAY INN EXPRESS WHITVOIDED							
	M-CHECK	HOLIDAY INN EXPRESS WHITVOIDED	V	7/16/2021			044331		231.16CR
1		VINEYARD COURT							
	I-202107139718	VINEYARD COURT:	R	7/16/2021	2,427.60		044332		2,427.60
1		RICHARD ALLEN							
	I-202107139722	RICHARD ALLEN:	R	7/16/2021	277.00		044333		277.00
1		CHAD JONES							
	I-202107139725	CHAD JONES:	R	7/16/2021	280.00		044334		280.00
1		CLEBURNE TIMES REVIEW							
	I-202107139730	CLEBURNE TIMES REVIEW:	R	7/16/2021	178.76		044335		178.76
1		DANA DUNCAN							
	I-202107149759	DANA DUNCAN:	R	7/16/2021	30.00		044336		30.00
1		THOMAS GROSS							
	I-202107159764	THOMAS GROSS:	R	7/16/2021	437.00		044337		437.00
BJH		BJH ENTERPRISES, LLC							
	I-1145	COUNCIL SHIRTS	R	7/16/2021	108.00		044338		108.00
00449		MORTON'S							
	I-145364	ANDREW KING FY21	R	7/16/2021	180.00		044339		
	I-145381	KEVIN RAY BOOTS	R	7/16/2021	180.00		044339		360.00
00610		DPC INDUSTRIES INC							
	I-DE76000922-21	CHLORINE 150# CYL	R	7/16/2021	140.00		044340		140.00

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00638		ENVIRONMENTAL MONITORING LABOR							
	I-21060017	WTR/WWTP- ANALYSIS UNE 2021	R	7/16/2021	3,540.00		044341		3,540.00
01475		UNITED ELECTRIC COOPERATIVE SE							
	I-202107129715	ELECT- LIFT & LTS	R	7/16/2021	1,378.57		044342		1,378.57
09005		WHAT A POTTY SERVICES LLC							
	I-6596	POTTIES-JULY 2021	R	7/16/2021	360.00		044343		360.00
09465		WAUKESHA-PEARCE INDUSTRIES, LL							
	I-1414260	WWTP-JULY INSPECTION	R	7/16/2021	242.25		044344		
	I-1414320	WELL #4 JULY INSPECTION	R	7/16/2021	242.25		044344		
	I-1414331	BK LIFT JULY INSPECTION	R	7/16/2021	242.25		044344		726.75
09835		GLOBAL PUMP SOLUTIONS LLC							
	I-SAJ1190A	FLOMATIC 2498R	R	7/16/2021	460.00		044345		460.00
06305		G & L GENERAL STORE							
	I-155104	HEX KEY SETS	R	7/16/2021	27.96		044346		
	I-155218	PLUGS	R	7/16/2021	4.59		044346		
	I-155265	HOT GLUE	R	7/16/2021	12.99		044346		
	I-155971	STARTER HANDLE	R	7/16/2021	6.49		044346		
	I-156078	MISC	R	7/16/2021	7.98		044346		
	I-156247	TAPE VALVES NIPPLES	R	7/16/2021	25.36		044346		
	I-156695	FASTENERS	R	7/16/2021	8.64		044346		
	I-157129	STAPLE TILE	R	7/16/2021	4.79		044346		
	I-157986	BLEACH	R	7/16/2021	8.73		044346		
	I-158079	GAS CANS	R	7/16/2021	56.98		044346		
	I-158081	GAS CANS	R	7/16/2021	7.00		044346		
	I-158094	KEYS FOR LIBRARY	R	7/16/2021	1.99		044346		
	I-158588	HOLE SAW	R	7/16/2021	49.98		044346		
	I-158614	HAMMER	R	7/16/2021	17.99		044346		
	I-158798	BATTERIES	R	7/16/2021	8.69		044346		250.16
03305		AMAZON							
	C-0043769CM-0572K	CASH TO CREDIT	R	7/16/2021	20.28CR		044347		
	C-847684434584	SOUL REFUND	R	7/16/2021	21.24CR		044347		
	I-443774835999	SOUL (4K UHD)	R	7/16/2021	21.24		044347		
	I-455454396889	SOUL-RETURNING DIGITAL COPY	R	7/16/2021	21.24		044347		
	I-469883957673	600 DISC	R	7/16/2021	101.89		044347		
	I-539966667783	TROLLS WORLD	R	7/16/2021	11.74		044347		
	I-674754978373	AC CARD BOARD CARRIERS	R	7/16/2021	84.00		044347		
	I-693454895934	ANNE 4 PACK CAMERAS	R	7/16/2021	89.99		044347		
	I-736499988345	MOTOROLA REMOTE MICRO 30MP DIG	R	7/16/2021	555.01		044347		
	I-87810735569	LUER LOCK SYRINGE AND TP	R	7/16/2021	69.06		044347		
	I-886564538436	MOWER WHEELS-PUSH MOWER	R	7/16/2021	35.58		044347		
	I-933847954398	CHAIR	R	7/16/2021	103.35		044347		
	I-984738465738	VIDEOS	R	7/16/2021	70.86		044347		1,122.44

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03855		BURLESON OUTDOOR POWER EQUIP.,							
	I-116315	MOWING SUPPLIES	R	7/16/2021	310.00		044348		310.00
06055		LINWOOD ARCEMENT							
	I-6886-1	LINWOOD ARCEMENT	R	7/16/2021	450.00		044349		450.00
1		NOVEL BUILDERS							
	I-000202107209765	US REFUND	R	7/20/2021	1,674.44		044350		1,674.44
1		DIXON, TYLER							
	I-000202107209766	US REFUND	R	7/20/2021	85.43		044351		85.43
00460		CAREFLITE CARING-HEART							
	I-202107209772	CAREFLITE CITIZENS COLLECTION	R	7/20/2021	1,498.81		044352		1,498.81
02035		JOHNSON COUNTY CEMETERY ASSOCI							
	I-202107209770	JOHNSON COUNTY CEMETERY ASSOCI	R	7/20/2021	300.00		044353		300.00
01377		REPUBLIC WASTE SERVICES							
	I-202107209771	CITIZEN COLLECTIONS FOR JUNE	R	7/20/2021	15,820.55		044354		15,820.55
04435		TERRI G. WILSON							
	I-202107209769	MUNICIPAL COURT JUDGE FOR JULY	R	7/20/2021	3,500.00		044355		3,500.00
BJH		BJH ENTERPRISES, LLC							
	I-1146	EMBROIDERY SERVICES	R	7/21/2021	130.00		044356		130.00
00303		AMERICAN MUNICIPAL SERVICES							
	I-49715	W/S COLLECTION FEES	R	7/26/2021	35.53		044357		35.53
C0338		AT&T MOBILITY							
	I-202107229774	CELL PHONES	R	7/26/2021	3,178.13		044358		3,178.13
00452		CANON FINANCIAL SERVICES INC							
	I-27024034	CITY COPIERS	R	7/26/2021	721.00		044359		721.00
01025		MUNICIPAL CODE CORPORATION							
	I-00360775	ONLINE CODE HOSTING 7/21 06/22	R	7/26/2021	800.00		044360		800.00
01081		OFFICE DEPOT (LIB)							
	I-179632849001	TOILET PAPER, COFFEE	R	7/26/2021	71.66		044361		
	I-180599135001	PAPER	R	7/26/2021	112.32		044361		
	I-181078821001	TISSUE AND PAPER TOWELS	R	7/26/2021	140.79		044361		324.77

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01506		WATCH GUARD VIDEO							
	I-ACCINV0029430	NERCHANDISE	R	7/26/2021	219.00		044362		219.00
00849		JOHNSON COUNTY SUD							
	I-202107219773	WATER 6/4-7/6/21	R	7/26/2021	105,960.48		044363		105,960.48
1		BURLESON SERVICE CO							
	I-000202107279783	BL REFUND	R	7/27/2021	100.00		044364		100.00
1		BLACKROCK PAVING							
	I-TICKET #5	BLACKROCK PAVING:	R	7/28/2021	13,700.00		044367		13,700.00
1		BLACKROCK PAVING							
	I-TICKET #5-1	BLACKROCK PAVING:	R	7/28/2021	13,700.00		044368		13,700.00
00282		JLRJ, INC							
	I-12251-1	OIL CHANGE F250 TRUCK	R	7/30/2021	50.95		044403		
	I-13731	UNIT 2104 OIL CHANGE	R	7/30/2021	69.95		044403		120.90
00335		ATMOS ENERGY CORPORATION							
	I-202107299799	NATURAL GAS FIRE DEPT	R	7/30/2021	74.44		044404		74.44
00335		ATMOS ENERGY CORPORATION							
	I-202107299800	NATURAL GAS CITY HALL	R	7/30/2021	62.32		044405		62.32
00384		BETHANY S.U.D							
	I-202107299797	SEWER LIFT	R	7/30/2021	61.80		044406		61.80
00384		BETHANY S.U.D							
	I-202107299798	BETHANY S.U.D	R	7/30/2021	30.95		044407		30.95
00463		CARSON PEST MANAGEMENT							
	I-171342	PEST CONTROL CITY HALL	R	7/30/2021	57.97		044408		
	I-171679	PEST CONTROL ACO	R	7/30/2021	80.95		044408		
	I-171730	PEST CONTROL FIRE DEPT	R	7/30/2021	41.52		044408		
	I-171815	PEST CONTROL ACO	R	7/30/2021	54.36		044408		
	I-171896	PEST CONTROL SCC	R	7/30/2021	59.41		044408		294.21
01203		RUNNELS GLASS CO, INC							
	I-143279	2021 EXPLORER CHIP REPAIR	R	7/30/2021	65.00		044409		65.00
01265		SPENCER, CELESA							
	I-202107299803	SCC JANITORIAL	R	7/30/2021	400.00		044410		400.00

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01345		THOMAS, DEBBIE							
	I-202107299802	CELL PHONE ALLOWANCE	R	7/30/2021	50.00		044411		50.00
03215		DAVID R. BROOKS							
	I-202107279779	JANITORIAL CITY HALL	R	7/30/2021	420.00		044412		
	I-202107279780	JANITORIAL LIBRARY	R	7/30/2021	240.00		044412		
	I-202107279781	JANITORIAL ANNEX	R	7/30/2021	660.00		044412		1,320.00
03235		HOPPS ENTERPRISE, LLC							
	I-28254	FRONT TIRE 2018 FORD INTERCEPT	R	7/30/2021	35.48		044413		35.48
04505		JOHNSON COUNTY TREASURER							
	I-1495	INMATE BILLING FOR MAY 2021	R	7/30/2021	202.84		044414		202.84
05845		IMPACT PROMOTIONAL SERVICES, L							
	I-INV9954	FIRE DEPT UNIFORMS	R	7/30/2021	42.99		044415		42.99
05945		CAVALLO ENERGY TEXAS LLC							
	I-211900015440085	ELECTRIC 06/01 TO 06/30	R	7/30/2021	13,782.15		044416		13,782.15
06295		CHISHOLM TRAIL FIREARMS LLC							
	I-53698	AMMUNITION	R	7/30/2021	80.99		044417		80.99
06455		READY REFRESH BY NESTLE							
	I-01M0126269018	PD WATER	R	7/30/2021	48.16		044418		48.16
06535		RICOH USA, INC.							
	I-105205153	COURT COPIER	R	7/30/2021	496.90		044419		496.90
06555		FORT WORTH HEAT & AIR, INC							
	I-LIBRARY - 7103	LIBRARY A/C REPLACEMENT	R	7/30/2021	33,654.25		044420		33,654.25
06975		LINEBARGER GOGGAN BLAIR & SAMP							
	I-07/21/2021	COLLECTIONS FOR JUNE 2021	R	7/30/2021	4,469.11		044421		4,469.11
08815		BLOOMFIELD HOMES, L.P.							
	I-AL202101	REIMBURSEMENT OF SALES TAX	R	7/30/2021	16,377.90		044422		16,377.90
08855		CITY OF FORT WORTH							
	I-WO 162430	RADIO REPAIR PD	R	7/30/2021	499.80		044423		499.80
09795		M-PAK,INC							
	I-91381	PD UNIFORMS T GUY	R	7/30/2021	93.70		044424		
	I-92041	CARGO PANTS MCDONALD	R	7/30/2021	129.99		044424		
	I-92867	GLOCK	R	7/30/2021	180.00		044424		403.69

VENDOR SET: 01 City of Alvarado, TX
BANK: POOL POOL CASH FUND
DATE RANGE: 7/01/2021 THRU 7/31/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09925	PRESCHER CUSTOM HOMES, LLC							
I-07/30/2021	REFUND ENG PLAN REVIEW SPARKS	R	7/30/2021	2,500.00		044425		2,500.00
1	KEVIN THOMAS							
I-202107279778	KEVIN THOMAS:	R	7/30/2021	50.00		044426		50.00
1	MENDI KOHLER							
I-202107279782	MENDI KOHLER:	R	7/30/2021	200.00		044427		200.00
00294	ALVARADO PARTS PLUS							
I-290442/1	ALVARADO PARTS PLUS	R	7/30/2021	539.96		044428		539.96
00465	CASCO INDUSTRIES, INC.							
I-230893	CASCO INDUSTRIES, INC.	R	7/30/2021	740.00		044429		740.00
01141	LEGALSHIELD							
I-202107309804	OPRE-PAID LEGAL SERVICES	R	7/30/2021	0.03		044430		
I-LEG202107149754	OPRE-PAID LEGAL SERVICES	R	7/30/2021	69.26		044430		
I-LEG202107289784	OPRE-PAID LEGAL SERVICES	R	7/30/2021	69.26		044430		138.55
01432	TEXAS MUNICIPAL POLICE ASSOCIA							
I-TMP202107149754	TMPA DUES	R	7/30/2021	14.00		044431		
I-TMP202107289784	TMPA DUES	R	7/30/2021	14.00		044431		28.00
04545	UNITED WAY OF JOHNSON COUNTY,							
I-UW 202107149754	UNITED WAY DEDUCTIONS	R	7/30/2021	6.00		044432		
I-UW 202107289784	UNITED WAY DEDUCTIONS	R	7/30/2021	6.00		044432		12.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	153			408,969.42	0.00	408,066.01
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	20			242,302.47	0.00	242,302.47
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	4	VOID DEBITS	0.00			
		VOID CREDITS	903.41CR	903.41CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: POOL TOTALS:	177	650,368.48	0.00	650,368.48
BANK: POOL TOTALS:	177	650,368.48	0.00	650,368.48
REPORT TOTALS:	177	650,368.48	0.00	650,368.48

SELECTION CRITERIA

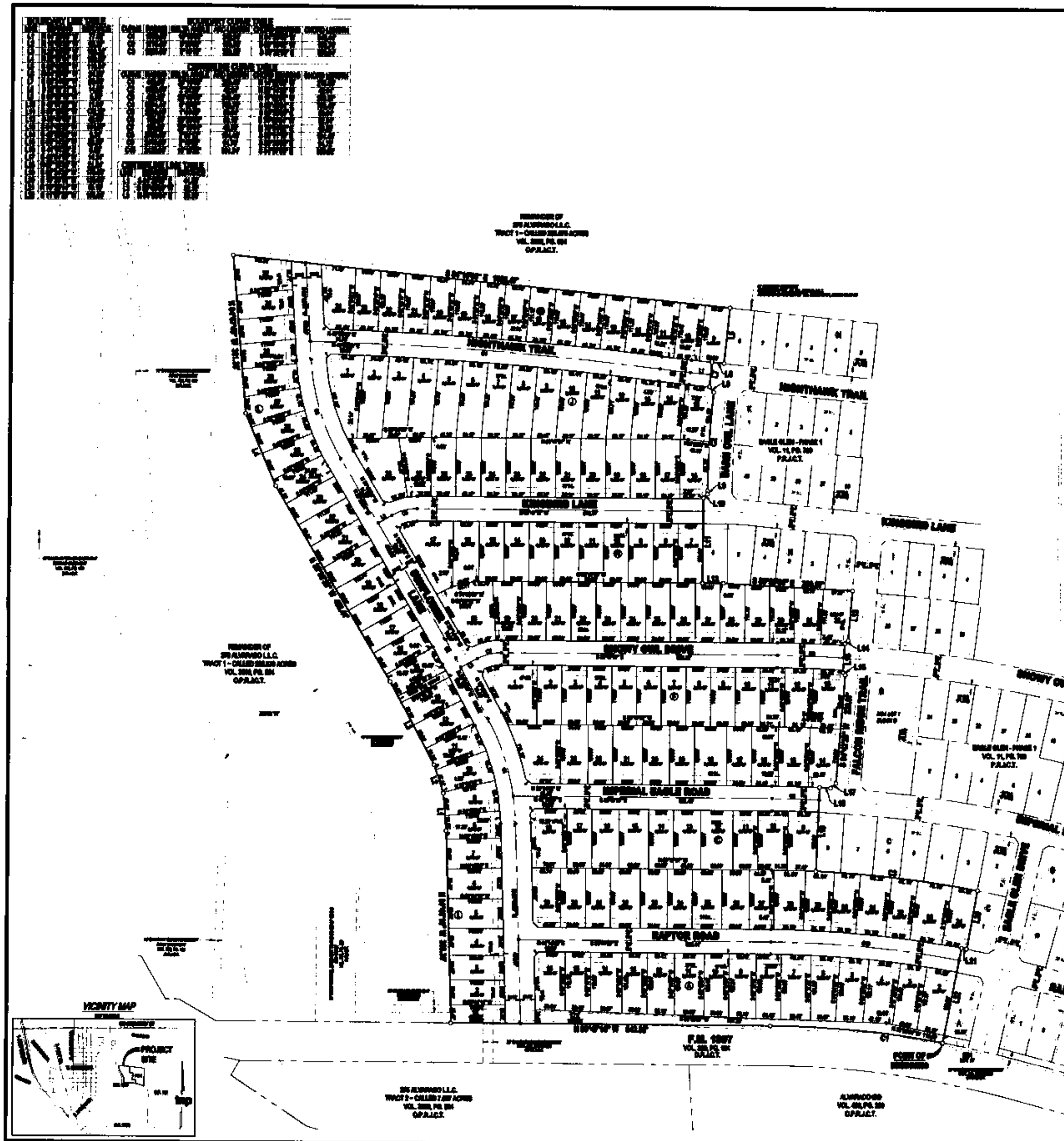
VENDOR SET: 01-CITY OF ALVARADO
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 7/01/2021 THRU 7/31/2021
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



OWNERS DEDICATION

STATE OF TEXAS }
COUNTY OF JOHNSON }

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT WE, BLOOMFIELD HOMES L.P. do hereby adopt this record plat designating the herein above described property as EAGLE GLEN - PHASE 2 to the City of Alvarado, Johnson County, Texas and do hereby dedicate to public use forever, the streets, alleys, easements, rights-of-way, parks, school sites and other public places shown on the attached plat to the City of Alvarado. All and any public utility and the City of Alvarado shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway may interfere with the construction, maintenance, or efficiency of it's respective systems on said Easements, and the City of Alvarado and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of it's respective systems without the necessity at anytime of procuring the permission of anyone.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Alvarado, Texas.

WITNESS MY HAND at ______, Texas this ____ day of ______, 2021

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, General Partner

By: ______
Donald J. Dykstra, President

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald J. Dykstra for BLOOMFIELD HOMES L.P. known to me to be the person's name that is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ______ 2021

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

Approved this ____ day of ______ 2021 by the city council of the City of Alvarado, Texas

Mayor

City Secretary

CERTIFICATE OF RECORDING

Plat recorded in Volume ____ Page ____ Slide ____

Date

County Clerk, Johnson County, Texas

Deputy, Johnson County, Texas

OWNERS CERTIFICATE

STATE OF TEXAS }
COUNTY OF JOHNSON }

WHEREAS BLOOMFIELD HOMES L.P. is the owner of a tract of land situated in the Andrew Spray Survey, Abstract No. 770 and being a portion of a tract of land described by deed to BLOOMFIELD HOMES L.P. as recorded in Document Number 2018-11027 of the Official Public Records of Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" found in a curve to the left lying on the northerly right-of-way line of F.M. 1807, (a variable width right-of-way), same being the south line of said Bloomfield tract and for the southwest corner of Eagle Glen - Phase 2, an addition to the City of Alvarado as recorded in Volume 11, Page 180 of the Official Public Records of Johnson County, Texas;

THENCE with said curve to the left along the northerly right-of-way line of said F.M. 1807, same being the south line of said Bloomfield tract having a radius of 1950.63 feet, a central angle of 10 degrees 18 minutes 05 seconds, an arc length of 348.91 feet, a chord bearing of North 84 degrees 38 minutes 43 seconds West, a distance of 348.44 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

THENCE North 89 degrees 47 minutes 16 seconds West continuing along the northerly right-of-way line of said F.M. 1807, same being the south line of said Bloomfield tract, a distance of 843.22 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the southwest corner of same;

THENCE departing the northerly right-of-way line of said F.M. 1807 and along the west and north line of said Bloomfield tract the following courses and distances:

North 01 degrees 43 minutes 15 seconds West, a distance of 368.38 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 04 degrees 29 minutes 58 seconds West, a distance of 77.63 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 19 degrees 43 minutes 38 seconds West, a distance of 60.27 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 26 degrees 03 minutes 38 seconds West, a distance of 190.24 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 39 degrees 26 minutes 39 seconds West, a distance of 459.41 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 23 degrees 37 minutes 54 seconds West, a distance of 156.95 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 04 degrees 57 minutes 43 seconds West, a distance of 321.38 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northwest corner of said Bloomfield tract;

South 84 degrees 16 minutes 00 seconds East, a distance of 1058.47 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northwest corner of previously mentioned Eagle Glen - Phase 1;

THENCE departing the north line of said Bloomfield Tract and along the westerly line of said Eagle Glen - Phase 1 the following courses and distances:

South 05 degrees 43 minutes 52 seconds West, a distance of 113.51 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 84 degrees 25 minutes 57 seconds West, a distance of 24.26 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 05 degrees 34 minutes 03 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 36 degrees 57 minutes 21 seconds East, a distance of 14.02 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1773.00 feet, a central angle of 06 degrees 25 minutes 58 seconds, an arc length of 199.00 feet, a chord bearing of South 03 degrees 15 minutes 42 seconds West, a distance of 198.70 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 00 degrees 02 minutes 13 seconds West, a distance of 5.33 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 45 degrees 07 minutes 26 seconds West, a distance of 11.09 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 00 degrees 15 minutes 22 seconds West, a distance of 172.22 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 89 degrees 47 minutes 48 seconds East, a distance of 42.65 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 86 degrees 50 minutes 06 seconds East, a distance of 260.67 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 04 degrees 42 minutes 29 seconds West, a distance of 101.07 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 46 degrees 59 minutes 20 seconds West, a distance of 9.31 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 03 degrees 14 minutes 23 seconds West, a distance of 58.50 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 41 degrees 01 minutes 29 seconds East, a distance of 8.98 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 04 degrees 42 minutes 29 seconds West, a distance of 220.07 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 48 degrees 54 minutes 13 seconds West, a distance of 14.34 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 87 degrees 16 minutes 36 seconds West, a distance of 21.84 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 02 degrees 34 minutes 28 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 2268.03 feet, a central angle of 08 degrees 16 minutes 18 seconds, an arc length of 328.53 feet, a chord bearing of South 63 degrees 22 minutes 36 seconds East, a distance of 328.04 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 10 degrees 23 minutes 18 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 79 degrees 20 minutes 14 seconds West, a distance of 10.10 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 11 degrees 07 minutes 29 seconds West, a distance of 198.03 feet to the POINT OF BEGINNING containing 1,374,359 square feet, or 31.551 acres of land.

SURVEYOR'S CERTIFICATE

That I, Brian J. Maddox, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Alvarado, Texas.

Dated this the ____ day of ______ 2021

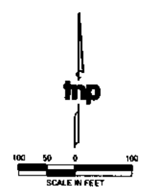
Brian J. Maddox
Texas Registered Professional
Land Surveyor No. 5430

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Brian J. Maddox, known to me to be the person's name that is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ______ 2021

Notary Public in and for the State of Texas



FINAL PLAT
EAGLE GLEN - PHASE 2

OWNER
BLOOMFIELD HOMES L.P.

PROJECT INFORMATION

tnp

SURVEYOR

Debbie Thomas

From:	Jeff Gulbas <jgulbas@mphlegal.com>
Sent:	Wednesday, August 11, 2021 1:07 PM
To:	Richard Morton; Jacob Wheat; Emile Moline; Debbie Thomas
Cc:	Ashley Dierker; John Martin (HTS); Michael Martin (HTS)
Subject:	Agenda item for Alvarado August 16 Council Meeting

Good afternoon All,
As you know, we are postponing a few items relating to the Lone Oak Public Improvement District; we are postponing this item until August 23. Because we published notice of the public hearing to be held on August 16, please follow the instructions below to ensure we preserve the published notice and do not have to republish. If you have any questions, please let me know.

1. Please place the following on the August 16 agenda: PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
2. When this item is reached on the agenda, please open the hearing but do not close it. The Mayor must say "We will keep this hearing open to be taken up at the August 23 Council meeting."

If you have any questions, please let me know.

Jeff

McCALL
PARKHURST & HORTON

Focused on Public Finance since 1919.

Jeff Gulbas
717 North Harwood, Suite 900, Dallas, Texas 75201
T 214.754.9260 M 979.255.5635 F 214.754.9250

RESOLUTION NO. R2021-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS DESIGNATING CERTAIN POSITIONS AS AUTHORIZED SIGNATORIES FOR ALL CITY ACCOUNTS MAINTAINED BY FIRST FINANCIAL BANK OF ALVARADO, AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, the City of Alvarado, Texas is a general-law municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

Whereas, the City Council desires to designate certain positions as authorized signatories for all city account by First Financial Bank of Alvarado;

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

Section 1. That any two of the following five representatives are authorized to make withdrawals on behalf of the City of Alvarado at the First Financial Bank of Alvarado:

Mayor Jacob Wheat
Interim City Manager Paul DeBuff
City Secretary Debbie Thomas
Finance Director Paula Hardison
Mayor Pro Tem Lydia Moon

Section 2. The following signatories shall be removed effective as of this date:

Interim City Manager Emile Moline

Passed and approved this the 16th day of August, 2021.

____
Jacob Wheat, Mayor

Attest:

____
Debbie Thomas, City Secretary

CITY OF ALVARADO

TEMPORARY COVID-19 POLICY AND PROCEDURES

EMERGENCY PAID SICK LEAVE

The City provides paid leave to full-time and part-time employees when they are unable to work for reasons outlined in this policy. All leave addressed in this policy will be paid at the employee's regular rate of pay.

This policy supersedes all previously implemented policies regarding emergency leave. In the event this policy conflicts with any local, state, or federal laws, the federal laws or local laws take precedent.

Definitions

- Quarantine/Isolation – A requirement set forth by local, state or Federal Government or healthcare provider requiring an individual to seclude themselves from contact with others by remaining in their home or other specified location for a specified period of time. Because all City of Alvarado employees are considered essential employees required to continue essential governmental functions, and because stay-at-home or shelter-in-place orders exempt essential governmental functions, such orders are not isolation or quarantine orders for the purposes of this policy.
- Child Care Provider – a provider who receives compensation for providing childcare services on a regular basis – Elementary and secondary schools are included for purposes of this policy.

Policy

The City allows for 80 hours of pay for full time employees, and up to *60 hours of paid leave for part time employees, at the regular rate of pay, if leave is required because:

1. Employee is subject to a Federal, State or local quarantine or isolation order related to COVID 19;
2. Employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. Employee is experiencing symptoms of COVID-19 and is seeking medical diagnosis;
4. Employees is caring for an individual who is subject to (1) or (2);
5. Employee is caring for a son or daughter of such employee is the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19.

This leave is available only if telecommuting or alternate work scheduling is not an option for the employee to continue productive work.

**Part-time employees may receive up to the maximum of 60 hours based on the average number of hours worked in the previous 2-week period. This amount may be less based upon the number of hours employees' typically work in a 2-week period.*

Employees requiring leave beyond 80 hours may apply for additional leave from the COVID-19 Sick Leave Pool or may use accumulated leave time to cover the remaining time that is required. Such employees may also be eligible for Family Medical Leave under our Family Medical Leave (FMLA) policy.

COVID-19 SICK LEAVE POOL

This City has established a COVID-19 Sick Leave Pool to provide additional sick leave for eligible employees who have exhausted all paid leave and suffered a loss of compensation because of COVID-19.

An employee is eligible for leave from the COVID-19 Sick Leave Pool if the employee:

1. Has COVID-19 or has needed to take leave to care for a family member with COVID-19;
2. Has exhausted all accrued paid leave;
3. Has been continuously employed by the City for at least six (6) months; and
4. Has not been awarded workers' compensation benefits or long-term or short-term disability benefits.

Any employee may contribute accrued sick leave to the COVID-19 Sick Leave Pool. Employee contributions to the COVID-19 sick leave pool are voluntary, and must be made in units of eight (8) hours. An employee must maintain a minimum of eighty (80) hours in their individual sick leave banks in order to donate to the pool. Except as otherwise provided herein, hours donated to the COVID-19 sick leave pool are not refundable to the donating employee.

A request for sick leave from the COVID-19 Sick Leave Pool must be made in writing, and submitted to the City Secretary. Application for pool leave is on a first-come, first-served basis and is contingent upon the available balance in the pool at the time of the application. An employee can request up to 80 hours of donated sick leave at a time. Should the employee need additional hours of donated leave, the employee, or a representative, may approach the City to request an additional 80 hours of leave. The City Manager will review applications for sick leave from the COVID-19 Sick Leave Pool and approve/disapprove the application and determine the amount of leave to make available from the pool.

An employee may use sick leave assigned from the pool in the same manner as sick leave accrued pursuant to the Personnel Policies and such leave shall be treated in the same manner. However, as soon as leave is accrued by the employee, earned paid time will be used in lieu of the contributed time from the pool.

If an employee withdraws sick leave hours from the sick leave pool and is certified by his health care provider to return to work before all the sick leave hours have been used, the remaining unused balance will be returned to the sick leave pool.

Any leave remaining in the COVID-19 Sick Leave Pool at the expiration of this policy will be refunded on a pro-rata basis to the employees who donated to the pool.

EXPIRATION

This policy will expire on August 31, 2021 unless extended by the approval of the City Council.

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (this "Agreement"), is made and entered into effective January 3, 2021 (the "Effective Date"), by and between City of Alvarado ("Depositor") and First Financial Bank, N.A., a national association organized under the laws of the United States and authorized to do banking business in the state of Texas ("Bank").

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Appointment of Depository and Term.

Depositor designates Bank as a depository for the period beginning January 3, 2021 and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts established by Depositor with Bank. The term of this Agreement (the "Term") shall be one year(s) as set forth in the Bank's proposal (the "Proposal") unless the parties mutually agree to an extension of the Term of this Agreement, if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, Depositor will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement.

2. Establishment of Accounts.

Depositor shall deposit such of its funds as it may choose with Bank, and Bank shall receive such deposits as interest or non-interest bearing demand deposit accounts, limited transaction accounts, and/or time deposit accounts, as designated by Depositor. Each account type is subject to payment in accordance with Bank's terms and conditions for such account type unless varied by an agreement with Depositor.

3. Depository Services; Depositor Records; Fees.

Subject to the particular terms and conditions of the account type chosen, Bank shall pay to the order of Depositor upon proper presentation of checks, drafts or vouchers lawfully drawn, all or any portion of the available funds of Depositor on deposit with Bank.

Bank statements, check images, deposit slips, debit and credit notices, notices of interest earned, and any other related documentation, or images thereof, shall be retained by Bank for a period of 7 years after the date of receipt of the items. To the extent permitted by law, Bank shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to Depositor accounts and transactions pursuant to this Agreement available upon reasonable notice at any reasonable time during the term of this Agreement, to Depositor and its designated representatives. To the extent permitted by law, Depositor shall have the right to receive copies of any of such documents.

To determine charges for services rendered, Bank may utilize an earnings credit rate on Bank's account analysis system, determined and calculated in a manner specified in the Proposal. The Bank's account analysis system is used to calculate and account for all Bank-performed deposit and treasury management service charges. Bank will calculate Depositor's combined average daily collected balances less combined average daily Federal Reserve requirements, and using the earnings credit rate, number of days in the year, and number of days in the month calculate the earnings credit of Bank and use those earnings credit to offset the charges to Depositor of combined services rendered by Bank. In the event there is a charge for services, and the amount of charge for services is not offset by Depositor's earnings credit as described above, Bank will auto-debit Depositor's accounts on a monthly basis. Any interest paid on an account in account analysis that is also receiving earnings credit is considered an expense on the account analysis statement.

4. **Security of Funds; Acceptable Security; Appointment of Custodian; Increases in Collateral Amounts**.

All funds on deposit with Bank to the credit of Depositor shall be secured pursuant to Bank's Collateral Security Agreement or similar agreement (the "Security Agreement") and any agreement required by Custodian (defined below). In the event of any conflicts between the Security Agreement and this Agreement regarding provisions and topics addressed in both agreements, the provisions of the Security Agreement shall control.

Depositor and Bank, by execution of this Agreement, designate the Custodian identified in the Security Agreement as "Custodian," to hold collateral in an account maintained by Custodian in the name of Bank and subject to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by Custodian to document such relationship.

Depositor recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for Depositor's funds deposited at any one financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with Bank to the credit of Depositor shall be secured by collateral as provided for in the Security Agreement. The market value of the collateral securing Depositor's funds must at all times equal or exceed 102% of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all Depositor's accounts, less the FDIC standard maximum deposit insurance amount ("SMDIA") (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by Bank from a generally recognized pricing source.

When Depositor anticipates the need for collateral with Bank will increase on any given day or over a series of days, Depositor agrees to notify Bank of such anticipated increase at least 1 business day prior to the date the additional deposits are expected to be received.

5. **Delivery of Collateral to Custodian.**

Bank already has delivered, or will immediately after the Effective Date, identify or deliver to Custodian collateral of the kind and character above mentioned of sufficient market value to provide adequate collateral for the uninsured funds of Depositor deposited with Bank.

6. **Custodian Safekeeping Account.**

Bank shall cause Custodian to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a safekeeping account with Custodian to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with Custodian.

7. **Duties and Liabilities of Custodian.**

It is distinctly understood by all the parties that Custodian shall not be required to ascertain the amount of funds on deposit by Depositor with Bank, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with Custodian by Bank pursuant to this Agreement, and Custodian is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of securities delivered to Custodian, and for any gross negligence or willful misconduct of Custodian's own officers, agents, and employees.

8. **Right of Depositor Upon Bank's Breach of Duties Under Agreement or Bank's Insolvency.**

To the extent of the available funds of Depositor on deposit with Bank, should Bank fail at any time to pay immediately and satisfy upon proper presentation any check, draft or voucher lawfully drawn upon any demand deposit account, or fail at any time upon proper presentation or authorization to timely pay and satisfy, when due, any check, draft or voucher lawfully drawn against any other account type, or in case Bank becomes insolvent or in any other manner breaches its contract with Depositor, Depositor shall give written notice of such failure, insolvency or breach to Bank, and Bank shall have 10 business days to cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within 10 business days, Bank authorizes Depositor (supported by proper evidence of any of the above listed circumstances) to enforce its security interest and lien in the collateral securing Depositor's funds and to make demand on Custodian to surrender control of such collateral to Depositor. In such event, Depositor may sell, or direct Custodian to sell all or any part of such collateral, and out of the proceeds thereof pay Depositor all losses sustained by it, together with its reasonable expenses incurred as a direct result of such failure, insolvency or breach, accounting to Bank for the remainder, if any, of such proceeds or of the collateral remaining unsold.

9. **Collateral Substitutions by Bank.**

If Bank shall desire to sell or otherwise dispose of any of such collateral held by Custodian for the benefit of Depositor, it may, with or without prior approval of Depositor, substitute for any of such collateral other collateral of the same market value and of the character authorized in this Agreement, and such right of substitution shall remain in full force and be exercised by Bank as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral held by Custodian for the benefit of Depositor shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral held by Custodian for the benefit of Depositor is less than the Collateral Requirement, then in that event, Bank shall immediately identify to or deposit with Custodian additional collateral as may be necessary to meet the Collateral Requirement.

Bank shall be entitled to income on collateral held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of Depositor, to the extent such income is not needed to secure Depositor's deposits, and provided that retention of such income does not otherwise violate this Agreement.

10. Trust Receipts For Collateral; Depositor's Right To Itemized List of Collateral.

Bank shall promptly forward to Depositor trust receipts via regular mail, or other agreed upon electronic means, covering all such collateral held by Custodian for the benefit of Depositor, including collateral substituted in accordance with this Agreement. Bank shall also maintain records relating to all such collateral held for the benefit of Depositor. Upon written request of Depositor, Bank will produce an itemized list of collateral held as security for Depositor.

11. Collateral Value In Excess of Collateral Requirement.

If at any time the collateral held by Custodian for the benefit of Depositor has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of Bank, confirmed by an authorized representative of Depositor, Bank may request withdrawal of such excess amount of collateral, Custodian shall deliver this amount of collateral (and no more) to Bank, and Custodian shall have no further liability for the collateral so redelivered to Bank.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

12. Termination; Amendment of Agreement.

Either Depositor or Bank shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. This Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that Depositor may have at law or in equity, if Bank breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of Bank receiving notice of such breach or default from Depositor, then after expiration of such 30 day cure period, Depositor may terminate this Agreement and withdraw its funds by giving Bank written notice of termination and withdrawal.

In the event that Depositor fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and Depositor does not cure such breach or default within 30 calendar days of Depositor receiving notice of such breach or default from Bank, then after expiration of such 30 calendar day cure period, Bank may terminate this Agreement by sending written notice to Depositor of Bank's decision to terminate. Upon receipt of such notice, Depositor shall make provisions for the immediate withdrawal of Depositor's funds from Bank.

This Agreement may be amended in a writing executed by both Depositor and Bank.

13. Post-Termination/Expiration Obligations.

When the relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to give Bank an authorization to release the collateral, the form of which shall be reasonably acceptable to Bank and Custodian. Upon Bank's delivery of such authorization to Custodian, Custodian shall release to Bank all collateral then in its possession belonging to Bank to the extend held for the benefit of Depositor. Upon release of such collateral to Bank, as to such collateral, Custodian shall not have any further liability to Depositor or Bank, except for liability as set forth in Section 7 above, where such liability arose while the collateral was in Custodian's control.

14. Representations and Warranties of the Parties.

Bank represents and warrants that:

(a) Bank is the sole legal and actual owner of the securities or of a beneficial interest in the securities utilized to collateralize deposits;

(b) other than the security interest granted to Depositor herein, no other security interest has been, nor will be, granted in the securities utilized to collateralize deposits;

(c) Bank accounts are insured to the regulatory limits of the FDIC;

(d) this Agreement has been authorized by Bank's Board of Directors, and such authorization is evidenced by a resolution of Bank's Board of Directors adopted at a duly called meeting; and

(e) this Agreement is an official record of Bank, and has been, and will continue to be, an official record of Bank from the date of its approval by Bank's Board of Directors.

Depositor represents, warrants and promises that:

(a) Depositor has complied with all applicable law governing the selection of a depository bank, that Depositor has full power and authority to enter into this Agreement, this Agreement is a valid and binding agreement enforceable against Depositor pursuant to its terms, and does not and will not violate any statute or regulation applicable to Depositor;

(b) all acts, conditions, and things required to exist, happen, or to be performed on Depositor's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

(c) Depositor will comply with the terms of the Security Agreement and any other agreements it may have with Bank in connection with this Agreement.

15. Incorporation of Proposal; Conflicting Provisions.

The Proposal is incorporated into this Agreement by reference. In the event of any conflicts between the Proposal and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and topics addressed in the Proposal and not addressed in this Agreement, the Proposal controls.

16. Liability of the Parties.

Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

17. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

18. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor consent to the non-exclusive jurisdiction of a state or federal court situated in Taylor County, Texas, in connection with any dispute arising from or relating to this Agreement. Bank and Depositor irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. **BANK AND DEPOSITOR EACH IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

19. Notices.

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by facsimile to a party at its address indicated below.

If to Depositor: City of Alvarado

____

____

____

Facsimile No.: ______________

If to Bank: Executive Vice President, Treasury Management
First Financial Bank, N.A.
400 Pine Street
Abilene, Texas 79601
Facsimile No.: 325-627-7285

20. Security Measures.

Bank and Depositor agree to implement and follow commercially reasonable measures to protect the privacy and security of Depositor's transactions and information, including communications and information held by Depository or Bank, or transmitted between Depositor and Bank.

21. Assignment and Binding Effect; Amendment.

Depositor may not assign all or any part of its rights or obligations under this Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

22. Third Party Service Providers.

In the normal course of its business, Bank may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. Any third party vendor or subcontractor used by Bank is an independent contractor and not Bank's agent.

23. Records, Reports and Audits.

Bank shall maintain separate, accurate and complete records relating to Depositor's funds, the pledged securities and all transactions relating to the pledged securities. Bank will also take reasonable steps to ensure that Custodian shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. Depositor and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 23.

24. Captions; Counterparts and Signatures.

Captions used in this Agreement are for convenience only and are not intended to limit or expand the meaning of any underlying provisions. This Agreement may be executed in counterparts and by use of signatures delivered by electronic means.

IN WITNESS WHEREOF, Bank and Depositor have caused this Agreement to be duly executed as of the Effective Date.

First Financial Bank, N.A.

ATTEST:

By: ______________________
Name: ____________________
Title: _____________________

By: Austin Elsner
Name: Austin Elsner
Title: CEO / President Cleburne Region

"Bank"

City of Alvarado

ATTEST:

By: ______________________
Name: ____________________
Title: _____________________

By: Emile Moline Jr.
Name: EMILE MOLINE, JR
Title: CITY MANAGER ALVARADO, TX

"Depositor"

CIF#: TPA3130

COLLATERAL SECURITY AGREEMENT

This COLLATERAL SECURITY AGREEMENT (this "Agreement") is made and entered into effective January 3, 2021 (the "Effective Date"), by and between **City of Alvarado**, hereinafter called "**Depositor**", and First Financial Bank, N.A., a national association organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "**Bank**".

Background:

Depositor, through action of its governing body has designated **Bank** as a depository for funds of **Depositor**. During the continuation of this Agreement, **Depositor** will through appropriate actions of its governing body designate the officer, or officers, who singularly or jointly will be authorized to represent and act on behalf of **Depositor** in any and all matters of every kind arising under this Agreement. The Deposit Agreement between **Depositor** and **Bank** (the "Depository Agreement") is incorporated herein for all purposes, however to the extent that any provision therein conflicts with any provision herein, to the extent of such conflict, this Agreement will control. All funds on deposit with Bank to the credit of **Depositor** are required to be secured as contemplated under the Depository Agreement and applicable law.

To perfect the security arrangement contemplated hereunder, **Bank** will pledge certain Eligible Securities to a custodial bank identified to **Depositor** by **Bank**, hereinafter called "**Custodian**," to be held by **Custodian** for the benefit of **Depositor**. As used in this Agreement, "Eligible Securities" are as defined in Chapter 2257 of the Texas Government Code, hereinafter referred to as the "Public Funds Collateral Act," and by virtue of Depositor's approval and execution of this Agreement are not limited by any applicable written collateral policy delivered by **Depositor** to **Bank**.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1.

Bank has heretofore or will immediately hereafter identify to **Custodian** Eligible Securities owned by **Bank** of sufficient amount and market value (hereinafter called the "Collateral") to adequately secure payment of the funds of **Depositor** deposited with **Bank**.

2.

As a result of this Agreement, **Bank** hereby grants to **Depositor** a security interest in the Collateral to secure the deposits held by **Bank** for **Depositor** as required by the Public Funds Collateral Act.

3.

The Collateral, including any substitute Collateral, shall be held by **Custodian** so long as the contemplated depository relationship between **Depositor** and **Bank** shall continue.

4.

The aggregate market value of the Collateral securing **Depositor's** funds on deposit with **Bank** will be maintained in an amount at least equal to **one hundred and two percent** (102%), hereinafter referred to as the "Applicable Percentage," of the "Uninsured Deposit Amount," being the total amount of **Depositor's** funds on deposit, plus accrued interest thereon, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States Government. **Bank** shall be responsible for monitoring and maintaining the required value of the Collateral at all times.

5.

Should **Bank** become insolvent, or fail to maintain adequate Collateral as required by this Agreement, or in any manner breach this Agreement or the Depository Agreement, **Depositor** shall give written notice of such insolvency, failure or breach to **Bank**, and **Bank** shall have ten (10) business days to cure such insolvency, failure or breach. In the event **Bank** shall fail to cure such insolvency, failure or breach within ten (10) business days, **Bank** authorizes **Depositor** (supported by proper evidence of any of the above listed circumstances), to enforce its security interest and lien in the Collateral and to make demand on **Custodian** to surrender control of the Collateral to the **Depositor**. In such event, **Depositor** may sell, or direct **Custodian** to sell, all or any part of the Collateral, and out of the proceeds thereof pay **Depositor** all losses sustained by it, together with its reasonable expenses incurred as a direct result of such insolvency, failure, or breach, accounting to **Bank** for the remainder, if any, of such proceeds or of the Collateral remaining unsold.

6.

Any sale of the Collateral, or any part thereof, made by (or under the direction of) **Depositor** hereunder may be either at public or private sale upon ten (10) business days prior written notice to **Bank**. **Depositor** and **Bank** shall each have the right to bid at such sale.

7.

Bank may substitute the Collateral at any time so long as the market value of the Eligible Securities being substituted is at least equal to the market value of the Eligible Securities being replaced. Such right of substitution shall remain in full force and may be exercised by **Bank** as often as it may desire, provided, however, that the aggregate market value of the Collateral pledged hereunder shall be at least equal to the aggregate market value of the Collateral required hereunder. If at any time, the aggregate market value of the Collateral identified to **Custodian** to secure **Depositor's** funds on deposit with **Bank** is less than the Applicable Percentage of the Uninsured Deposit Amount, **Bank** shall promptly identify to **Custodian** such additional Collateral as may be necessary to cause the aggregate market value of the Collateral to equal the Applicable Percentage of the Uninsured Deposit Amount. If at any time, the aggregate market value of the Collateral identified to **Custodian** to secure **Depositor's** funds on deposit with **Bank** is more than the Applicable Percentage of the Uninsured Deposit Amount, **Bank** may withdraw the excess amount of the Collateral without the consent of the **Depositor**, and **Custodian** may release this amount of the Collateral (and no more) to **Bank**, taking a receipt therefor, and **Custodian** shall have no further liability for the amount of the Collateral so delivered to **Bank**. Provided **Depositor's** funds on deposit with **Bank** are otherwise adequately secured hereunder, **Bank**

shall be entitled to interest and earnings on the Collateral, and **Custodian** may deliver such income and earnings as directed by **Bank** without approval of **Depositor**.

8.

Bank shall deliver a copy of the "trust receipt" (as defined under the Public Funds Collateral Act) initially generated by **Custodian** to **Depositor**. Thereafter, **Bank** shall deliver monthly collateral statements to **Depositor** describing the Collateral then held by **Custodian**. With respect to additional, substitute or a reduction in the Collateral, **Bank** shall deliver a copy of the trust receipt describing such additional, substitute or released Collateral to **Depositor** within ten (10) business days of such addition, substitution, or release. All monthly statements and trust receipts which are furnished by **Bank** from time to time shall be deemed to be a part of this Agreement without further action on the part of any party.

9.

Except in cases of Custodian's gross negligence or willful misconduct, and excluding the enforcement of Depositor's rights and remedies as a secured party with respect to the Collateral, Bank hereby agrees to indemnify Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity (collectively, "Claims"), or any other expenses, fees or charges of any character or nature which Custodian may incur or with which it may be threatened by reason of Custodian's actions under this Agreement, including but not limited to, any Claims caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents; and, in connection therewith, to indemnify Custodian against any and all expenses, including without limitation, reasonable attorneys' fees and expenses incurred by Custodian. To the extent covered by such indemnity, **Custodian** may itself defend any suit brought against it and shall be equally entitled to receive reimbursement from **Bank** for its reasonable attorneys' fees, expenses, and all reasonable fees and costs incident to any appeals which may result. **Exclusive of the enforcement against Custodian of Depositor's rights and remedies as a secured party with respect to the Collateral, Bank and Depositor agree that Custodian shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by this Agreement, regardless of whether such loss or damage is caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents, unless occasioned solely by the gross negligence or willful misconduct of Custodian.** In no event shall **Custodian** be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond **Custodian's** reasonable control or for indirect, special or consequential damages.

10.

This Agreement shall terminate and be of no force and effect upon receipt by the **Custodian** of written notice from the **Depositor** that the **Depositor** no longer claims an interest in the Collateral. This Agreement may be terminated by **Custodian**, with or without cause, upon its delivery of thirty (30) calendar days prior written notice thereof to **Bank** and **Depositor**, and upon the expiration of such thirty (30) days period, all of **Custodian's** obligations hereunder shall cease. Upon the effective date of such termination, **Custodian** will simultaneously transmit to the **Bank** all Collateral. Notwithstanding any of the provisions hereof, **Depositor** shall have, and does hereby retain the right to utilize, other depositories and the right to terminate this Agreement whenever the interest of **Depositor** may demand.