



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, April 17, 2023, at 7:00 pm**

REGULAR SESSION

1. **Call to Order and Determination of Quorum**
2. **Pledge to the Flags.**
 - A. **United States of America**
 - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. **City Administrator's Report:** The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **Public Comment:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
6. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
 - A. **Approve the City Council Meeting minutes for April 3, 2023.**
 - B. **Approve the March 2023 Financial Report**
 - C. **Approve the Second Quarter 2022-23 Investment Report**
7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive, consider, and act on awarding a Professional Service Agreement to Pacheco Koch for engineering, architectural, and surveying services for the 2023-2024 Texas Community Development Block Grant Program of the Texas Department of Agriculture.**

- B. **Receive, consider, and act on a Resolution authorizing the city administrator to execute the Texas subdivision participation forms and adopting the Texas opioid abatement fund council and settlement allocation term sheet and allocation method for opioid settlement proceeds and execution of any future release forms as part of the Global Opioid Settlement led by the Texas Attorney General.**
- C. **Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.**

- 8. **Executive Session:** Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.
- 9. **Return to Open Session:** Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.
- 10. **Mayor & Council Member Announcements:** The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. Adjournment

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 14th day of April, 2023 at 5:00 PM at least 72 hours proceeding the meeting time.



Brooke Boller, City Secretary



This facility is wheelchair accessible; parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at City Hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for further information.



**City of New Fairview
City Council
Regular Meeting Minutes
Monday, April 3, 2023**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 2 Councilman Peter Kozlowski
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Susan Greenwood, Assistant City Secretary
Roberta (Robin) Cross, City Attorney – Virtual**

**Absent
Place 3 Councilman Walter Clements**

REGULAR SESSION

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2. Pledge to the Flags.
 - A. United States of America
 - B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
3. Announcements & Special Recognitions: The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
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any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

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 - A. Approve the City Council Meeting minutes for March 20, 2023.
Motion: Councilman Richard Greene
Second: Mayor Pro Tem Steven King
Vote: All in Favor
Result: City Council Minutes for March 20, 2023 with a correction made to Mayor John Taylor name on the second page.
7. New Business: All matters listed in New Business will be discussed and considered separately.
 - A. Receive, consider, and act on the annual audit for Fiscal Year 2020-21.
Motion: Mayor Pro Tem Steven King
Second: Councilman Harvey Lynn Burger
Vote: All in Favor
Result: The annual audit for Fiscal Year 2020-21 was approved.
 - B. Receive, consider, and act on a Resolution authorizing the city administrator to enter into an Agreement with Caprice Garcia for Municipal Judge of the New Fairview Municipal Court of Record.
Motion: Councilman Richard Greene
Second: Councilman Peter Kozlowski
Vote: All in Favor
Result: Council approved a Resolution authorizing the city administrator to enter into an Agreement with Caprice Garcia for Municipal Judge of the New Fairview Municipal Court of Record.
 - C. Receive, consider, and act on a Resolution authorizing the city administrator to enter into an Agreement with Antonio Gabilondo for Deputy City Attorney serving as a Municipal Prosecutor of the New Fairview Municipal Court of Record.
Motion: Councilman Richard Greene
Second: Councilman Peter Kozlowski
Vote: All in Favor
Result: Council approved a Resolution authorizing the city administrator to enter into an Agreement with Antonio Gabilondo for Deputy City Attorney serving as a Municipal Prosecutor of the New Fairview Municipal Court of Record.
8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas

Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
Councilman Richard Greene asked for an update on how the drainage was holding up after the recent rain. City Administrator stated the city had not been notified of any problems and the Joshua would be out accessing the area.
Mayor John Taylor wanted to remind citizens to sign up for My Alerts to get updates on weather conditions.

11. Adjournment
Motion: Councilman Richard Greene
Second: Councilman Peter Kozlowski
Vote: All in Favor
Result: Regular work session was adjourned at 7:50pm

MINUTES APPROVED ON THIS, THE 17TH DAY OF APRIL 2023

John Taylor, Mayor

Brooke Boller, City Secretary

Statement of Revenue and Expenditures

		Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Fines & Fees						
4501	Court Fines	3,202.56	7,040.49	20,000.00	(12,959.51)	35.20%
Total Fines & Fees		\$3,202.56	\$7,040.49	\$20,000.00	(\$12,959.51)	
Franchise Fees						
4301	Franchise Fees	1,371.70	71,495.13	50,000.00	21,495.13	142.99%
Total Franchise Fees		\$1,371.70	\$71,495.13	\$50,000.00	\$21,495.13	
Other Revenue						
4905	Grant Revenue	732.69	732.69		732.69	0.00%
4901	Other Revenue	0.00	27,719.13	154,000.00	(126,280.87)	18.00%
4906	Sponsorship	0.00	2,031.10	5,000.00	(2,968.90)	40.62%
Total Other Revenue		\$732.69	\$30,482.92	\$159,000.00	(\$128,517.08)	
Permits						
4401	Construction Permits	61,967.48	150,936.11	500,000.00	(349,063.89)	30.19%
4403	Contractor Registration	412.00	2,366.00	3,600.00	(1,234.00)	65.72%
4402	Septic Permits	422.30	6,236.10	14,000.00	(7,763.90)	44.54%
Total Permits		\$62,801.78	\$159,538.21	\$517,600.00	(\$358,061.79)	
Property Tax						
4101	Current Property Tax	17,283.58	758,267.45	656,790.05	101,477.40	115.45%
4102	Delinquent Property Tax	0.00	190.55		190.55	0.00%
Total Property Tax		\$17,283.58	\$758,458.00	\$656,790.05	\$101,667.95	
Sales Tax						
4201	Sales/ Beverage Tax	30,268.71	225,618.50	378,000.00	(152,381.50)	59.69%
Total Sales Tax		\$30,268.71	\$225,618.50	\$378,000.00	(\$152,381.50)	
Revenues Totals		\$115,661.02	\$1,252,633.25	\$1,781,390.05	(\$528,756.80)	
Revenue		\$115,661.02	\$1,252,633.25	\$1,781,390.05	(\$528,756.80)	
Gross Profit		\$115,661.02	\$1,252,633.25	\$1,781,390.05		
Expenses						
City Administration						
Contract Labor						
5101	Contract Labor	1,212.40	5,273.20	6,240.00	966.80	84.51%
5111	Information Technology	605.36	3,632.16	8,000.00	4,367.84	45.40%
5108	Legal Expenses	0.00	37,707.10	50,000.00	12,292.90	75.41%

GENERAL FUND

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Oct 2022
		Mar 2023	Oct 2022	Oct 2022	Oct 2022	Sep 2022
		Mar 2023	Mar 2023	Sep 2023	Sep 2023	Percent of
		Actual	Actual		Variance	Budget
5113	Website	0.00		10,000.00	10,000.00	0.00%
Total Contract Labor		\$1,817.76	\$46,612.46	\$74,240.00	\$27,627.54	
Salaries & Payroll						
5011	Deferred Compensation	0.00		6,000.00	6,000.00	0.00%
5007	FICA - Payroll Taxes	0.00		9,157.05	9,157.05	0.00%
5006	Health Insurance	999.66	6,912.34	10,740.96	3,828.62	64.35%
5004	Longevity Pay	0.00	100.00	100.00		100.00%
5012	LTD, STD and Life	0.00		456.00	456.00	0.00%
5001	Salaries	11,983.31	89,921.79	119,700.00	29,778.21	75.12%
5005	TMRS	765.86	11,246.40	7,636.86	(3,609.54)	147.26%
5010	Unemployment	0.00		3,591.00	3,591.00	0.00%
5008	Worker's Comp	0.00	3.89	400.00	396.11	0.97%
Total Salaries & Payroll		\$13,748.83	\$108,184.42	\$157,781.87	\$49,597.45	
Services						
5340	Auditor	0.00		7,000.00	7,000.00	0.00%
5375	Chapter 380	0.00		84,000.00	84,000.00	0.00%
5361	Credit Card Fees	423.40	1,583.25	20,000.00	18,416.75	7.92%
5315	Electric / Trash	119.22	723.07	2,000.00	1,276.93	36.15%
5320	Equipment Rental	132.00	390.00	500.00	110.00	78.00%
5335	Internet/Telephone	68.17	1,154.55	1,500.00	345.45	76.97%
5305	Legal Notices	0.00	187.50		(187.50)	0.00%
5355	Miscellaneous Expense	11,069.11	34,813.57	33,618.00	(1,195.57)	103.56%
5365	Penalties Expense	0.00		1,200.00	1,200.00	0.00%
5350	Professional Services	0.00	50.00	5,000.00	4,950.00	1.00%
5360	Prop Tax Collection Fees	3,225.00	7,549.94	14,200.00	6,650.06	53.17%
5310	Software	734.22	6,720.40	15,500.00	8,779.60	43.36%
5380	TML Insurance	0.00	16,196.40	8,430.20	(7,766.20)	192.12%
5322	Training/ Dues/ Memberships	465.00	4,403.54	4,600.00	196.46	95.73%
Total Services		\$16,236.12	\$73,772.22	\$197,548.20	\$123,775.98	
Supplies						
5202	Equipment	0.00	271.45	500.00	228.55	54.29%
5299	Miscellaneous Supplies	0.00	298.91	500.00	201.09	59.78%
5201	Office Supplies	56.72	1,246.25	2,500.00	1,253.75	49.85%
5207	Postage	0.00	31.40		(31.40)	0.00%
Total Supplies		\$56.72	\$1,848.01	\$3,500.00	\$1,651.99	
City Administration Totals		\$31,859.43	\$230,417.11	\$433,070.07	\$202,652.96	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
City Council						
Contract Labor						
5109	City Engineer	1,132.47	1,132.47		(1,132.47)	0.00%
5108	Legal Expenses	0.00	12,043.50	15,000.00	2,956.50	80.29%
Total Contract Labor		\$1,132.47	\$13,175.97	\$15,000.00	\$1,824.03	
Services						
5370	Election Expense	0.00	1,130.15	5,000.00	3,869.85	22.60%
5310	Software	0.00		120.00	120.00	0.00%
5322	Training/ Dues/ Memberships	1,899.06	5,212.91	15,000.00	9,787.09	34.75%
Total Services		\$1,899.06	\$6,343.06	\$20,120.00	\$13,776.94	
Supplies						
5299	Miscellaneous Supplies	0.00	250.17	300.00	49.83	83.39%
5201	Office Supplies	0.00	161.16	2,000.00	1,838.84	8.06%
Total Supplies		\$0.00	\$411.33	\$2,300.00	\$1,888.67	
City Council Totals		\$3,031.53	\$19,930.36	\$37,420.00	\$17,489.64	
City Secretary						
Contract Labor						
5108	Legal Expenses	0.00	3,632.00	10,000.00	6,368.00	36.32%
Total Contract Labor		\$0.00	\$3,632.00	\$10,000.00	\$6,368.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	424.80	2,278.52	4,417.88	2,139.36	51.57%
5006	Health Insurance	999.66	6,912.31	10,740.96	3,828.65	64.35%
5004	Longevity Pay	0.00	208.00	64.00	(144.00)	325.00%
5012	LTD, STD and Life	0.00		945.34	945.34	0.00%
5001	Salaries	5,552.90	29,927.79	57,750.00	27,822.21	51.82%
5005	TMRS	382.05	2,927.27	3,684.45	757.18	79.45%
5008	Worker's Comp	0.00	3.88	320.00	316.12	1.21%
Total Salaries & Payroll		\$7,359.41	\$42,257.77	\$77,922.63	\$35,664.86	
Services						
5315	Electric / Trash	119.21	722.99	2,000.00	1,277.01	36.15%
5320	Equipment Rental	0.00	170.00	1,000.00	830.00	17.00%
5335	Internet/Telephone	68.18	404.01	1,000.00	595.99	40.40%
5305	Legal Notices	0.00	1,705.00	2,000.00	295.00	85.25%
5355	Miscellaneous Expense	50.00	830.29		(830.29)	0.00%
5310	Software	21.64	138.09	7,695.00	7,556.91	1.79%
5322	Training/ Dues/ Memberships	49.26	2,224.76	7,500.00	5,275.24	29.66%
Total Services		\$308.29	\$6,195.14	\$21,195.00	\$14,999.86	

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Oct 2022
		Mar 2023	Oct 2022	Oct 2022	Oct 2022	Sep 2022
		Mar 2023	Mar 2023	Sep 2023	Sep 2023	Percent of
		Actual	Actual		Variance	Budget
Supplies						
5202	Equipment	0.00	271.45	500.00	228.55	54.29%
5299	Miscellaneous Supplies	0.00	42.50	1,000.00	957.50	4.25%
5201	Office Supplies	0.00	356.01	2,000.00	1,643.99	17.80%
5207	Postage	10.75	32.40	400.00	367.60	8.10%
Total Supplies		\$10.75	\$702.36	\$3,900.00	\$3,197.64	
City Secretary Totals		\$7,678.45	\$52,787.27	\$113,017.63	\$60,230.36	
Court						
Contract Labor						
5108	Legal Expenses	409.50	3,885.70	5,000.00	1,114.30	77.71%
5106	Municipal Judge	600.00	1,650.00	2,400.00	750.00	68.75%
Total Contract Labor		\$1,009.50	\$5,535.70	\$7,400.00	\$1,864.30	
Salaries & Payroll						
5007	FICA - Payroll Taxes	0.00		3,842.75	3,842.75	0.00%
5006	Health Insurance	999.66	5,069.74	10,740.96	5,671.22	47.20%
5004	Longevity Pay	0.00	100.00	64.00	(36.00)	156.25%
5012	LTD, STD and Life	0.00		561.70	561.70	0.00%
5003	Overtime	147.82	607.22	5,000.00	4,392.78	12.14%
5001	Salaries	5,234.98	25,878.58	50,232.00	24,353.42	51.52%
5005	TMRS	344.02	2,390.92	3,204.80	813.88	74.60%
5008	Worker's Comp	0.00	3.88	320.00	316.12	1.21%
Total Salaries & Payroll		\$6,726.48	\$34,050.34	\$73,966.21	\$39,915.87	
Services						
5315	Electric / Trash	119.20	722.97	2,000.00	1,277.03	36.15%
5320	Equipment Rental	0.00	170.00	2,000.00	1,830.00	8.50%
5335	Internet/Telephone	68.17	403.97	1,000.00	596.03	40.40%
5355	Miscellaneous Expense	0.00	3,548.69	10,000.00	6,451.31	35.49%
5325	Municipal Judge Training	0.00		350.00	350.00	0.00%
5350	Professional Services	0.00	185.40	1,000.00	814.60	18.54%
5322	Training/ Dues/ Memberships	0.00	609.95	2,450.00	1,840.05	24.90%
Total Services		\$187.37	\$5,640.98	\$18,800.00	\$13,159.02	
Supplies						
5202	Equipment	0.00	271.45	500.00	228.55	54.29%
5299	Miscellaneous Supplies	0.00	42.50	500.00	457.50	8.50%
5201	Office Supplies	0.00	264.37	1,500.00	1,235.63	17.62%
5207	Postage	45.33	45.33	500.00	454.67	9.07%

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5222	Signs	0.00		500.00	500.00	0.00%
	Total Supplies	\$45.33	\$623.65	\$3,500.00	\$2,876.35	
	Court Totals	\$7,968.68	\$45,850.67	\$103,666.21	\$57,815.54	
Health/Code Enforcement						
Contract Labor						
5112	Abatement	0.00		15,000.00	15,000.00	0.00%
5104	Animal Control	25.00	425.00	2,000.00	1,575.00	21.25%
5108	Legal Expenses	0.00	2,373.00	3,000.00	627.00	79.10%
5103	Septic Inspector	0.00	1,150.00	5,500.00	4,350.00	20.91%
	Total Contract Labor	\$25.00	\$3,948.00	\$25,500.00	\$21,552.00	
Services						
5390	Cleanup Days	0.00	138.00	2,475.00	2,337.00	5.58%
5320	Equipment Rental	0.00		1,000.00	1,000.00	0.00%
5310	Software	0.00		1,400.00	1,400.00	0.00%
5322	Training/ Dues/ Memberships	0.00		1,760.00	1,760.00	0.00%
	Total Services	\$0.00	\$138.00	\$6,635.00	\$6,497.00	
Supplies						
5299	Miscellaneous Supplies	0.00	106.95		(106.95)	0.00%
5207	Postage	0.00	16.50		(16.50)	0.00%
5222	Signs	0.00	121.98		(121.98)	0.00%
	Total Supplies	\$0.00	\$245.43		(\$245.43)	
	Health/Code Enforcement Totals	\$25.00	\$4,331.43	\$32,135.00	\$27,803.57	
Parks & Recreation						
Services						
5385	Building Repairs	0.00		500.00	500.00	0.00%
5320	Equipment Rental	0.00		4,000.00	4,000.00	0.00%
5355	Miscellaneous Expense	199.94	419.85	4,000.00	3,580.15	10.50%
5304	Special Events	640.36	5,554.25	10,500.00	4,945.75	52.90%
5322	Training/ Dues/ Memberships	500.00	500.00		(500.00)	0.00%
	Total Services	\$1,340.30	\$6,474.10	\$19,000.00	\$12,525.90	
Supplies						
5202	Equipment	0.00		1,000.00	1,000.00	0.00%
5299	Miscellaneous Supplies	117.98	117.98	500.00	382.02	23.60%

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Oct 2022
		Mar 2023	Oct 2022	Oct 2022	Oct 2022	Sep 2023
		Mar 2023	Mar 2023	Sep 2023	Sep 2023	Percent of
		Actual	Actual		Variance	Budget
5201	Office Supplies	0.00		500.00	500.00	0.00%
	Total Supplies	\$117.98	\$117.98	\$2,000.00	\$1,882.02	
	Parks & Recreation Totals	\$1,458.28	\$6,592.08	\$21,000.00	\$14,407.92	
Planning & Development						
City Projects						
5655	CDBG	700.00	4,550.05		(4,550.05)	0.00%
	Total City Projects	\$700.00	\$4,550.05		(\$4,550.05)	
Contract Labor						
5105	Building Inspector	15,078.75	39,108.75	60,000.00	20,891.25	65.18%
5109	City Engineer	175.00	12,337.13	25,000.00	12,662.87	49.35%
5110	City Planner	5,228.61	20,639.52	40,000.00	19,360.48	51.60%
5108	Legal Expenses	0.00		5,000.00	5,000.00	0.00%
5102	Public Infrastructure	100.00	625.00		(625.00)	0.00%
	Total Contract Labor	\$20,582.36	\$72,710.40	\$130,000.00	\$57,289.60	
Services						
5355	Miscellaneous Expense	0.00	292.00		(292.00)	0.00%
5350	Professional Services	0.00	3,048.20	15,700.00	12,651.80	19.42%
5310	Software	0.00		700.00	700.00	0.00%
	Total Services	\$0.00	\$3,340.20	\$16,400.00	\$13,059.80	
Supplies						
5201	Office Supplies	0.00	580.06	1,500.00	919.94	38.67%
	Total Supplies	\$0.00	\$580.06	\$1,500.00	\$919.94	
	Planning & Development Totals	\$21,282.36	\$81,180.71	\$147,900.00	\$66,719.29	
Public Safety						
Capital Outlay						
6030	Buildings - Capital	0.00	14,977.14	17,270.00	2,292.86	86.72%
6060	Buildings - Extractor	0.00	1,498.91	10,450.00	8,951.09	14.34%
	Total Capital Outlay	\$0.00	\$16,476.05	\$27,720.00	\$11,243.95	
City Projects						
5645	EMS Buildout	0.00	100.66		(100.66)	0.00%
	Total City Projects	\$0.00	\$100.66		(\$100.66)	
Contract Labor						
5107	Contract Deputies	692.91	7,847.65	44,000.00	36,152.35	17.84%
5101	Contract Labor	2,950.00	18,200.00	37,400.00	19,200.00	48.66%
	Total Contract Labor	\$3,642.91	\$26,047.65	\$81,400.00	\$55,352.35	

GENERAL FUND

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Oct 2022
		Mar 2023	Oct 2022	Oct 2022	Oct 2022	Sep 2022
		Mar 2023	Mar 2023	Sep 2023	Sep 2023	Percent of
		Actual	Actual		Variance	Budget
Services						
5385	Building Repairs	0.00	2,077.21		(2,077.21)	0.00%
5322	Training/ Dues/ Memberships	0.00	2,635.00	2,200.00	(435.00)	119.77%
Total Services		\$0.00	\$4,712.21	\$2,200.00	(\$2,512.21)	
Supplies						
5202	Equipment	0.00	200.95		(200.95)	0.00%
5201	Office Supplies	0.00	166.97		(166.97)	0.00%
Total Supplies		\$0.00	\$367.92		(\$367.92)	
Public Safety Totals		\$3,642.91	\$47,704.49	\$111,320.00	\$63,615.51	
Public Works						
Capital Outlay						
6030	Buildings - Capital	0.00		35,000.00	35,000.00	0.00%
6020	Equipment - Capital	45,615.44	87,505.44	92,000.00	4,494.56	95.11%
6010	Vehicles - Capital	0.00		65,000.00	65,000.00	0.00%
Total Capital Outlay		\$45,615.44	\$87,505.44	\$192,000.00	\$104,494.56	
City Projects						
5655	CDBG	475.00	11,383.38		(11,383.38)	0.00%
5635	CR 4717	0.00	22,624.90		(22,624.90)	0.00%
5650	LED Lights	0.00	(3,014.59)		3,014.59	0.00%
5630	TDLR	0.00	10,709.50	10,300.00	(409.50)	103.98%
Total City Projects		\$475.00	\$41,703.19	\$10,300.00	(\$31,403.19)	
Contract Labor						
5105	Building Inspector	0.00		750.00	750.00	0.00%
5101	Contract Labor	0.00		15,000.00	15,000.00	0.00%
5102	Public Infrastructure	0.00	375.00	5,000.00	4,625.00	7.50%
Total Contract Labor		\$0.00	\$375.00	\$20,750.00	\$20,375.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	0.00		8,103.19	8,103.19	0.00%
5006	Health Insurance	1,999.32	8,767.62	21,481.92	12,714.30	40.81%
5004	Longevity Pay	0.00	136.00	64.00	(72.00)	212.50%
5012	LTD, STD and Life	0.00		1,890.67	1,890.67	0.00%
5003	Overtime	992.78	3,787.76	5,000.00	1,212.24	75.76%
5001	Salaries	13,518.06	61,397.82	105,924.00	44,526.18	57.96%
5005	TMRS	983.17	4,660.14	6,757.95	2,097.81	68.96%
5010	Unemployment	0.00		3,177.72	3,177.72	0.00%
5008	Worker's Comp	0.00	3.89	640.00	636.11	0.61%
Total Salaries & Payroll		\$17,493.33	\$78,753.23	\$153,039.45	\$74,286.22	

Statement of Revenue and Expenditures

	Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Services					
5385 Building Repairs	58.54	3,287.12	15,000.00	11,712.88	21.91%
5315 Electric / Trash	823.39	4,727.46	12,000.00	7,272.54	39.40%
5320 Equipment Rental	2,284.00	3,781.28	5,000.00	1,218.72	75.63%
5301 Fuel	1,029.54	4,516.57	8,000.00	3,483.43	56.46%
5335 Internet/Telephone	0.00		1,030.00	1,030.00	0.00%
5355 Miscellaneous Expense	86.89	726.13	1,500.00	773.87	48.41%
5395 Road Maintenance	613.39	21,385.70	50,000.00	28,614.30	42.77%
5345 Street Lights	464.99	2,625.42	11,940.00	9,314.58	21.99%
5303 Tolls	0.00		50.00	50.00	0.00%
5302 Tractor/ Truck Repairs	54.16	1,370.53	8,000.00	6,629.47	17.13%
5322 Training/ Dues/ Memberships	0.00	1,122.00	4,410.00	3,288.00	25.44%
Total Services	\$5,414.90	\$43,542.21	\$116,930.00	\$73,387.79	
Supplies					
5202 Equipment	1,702.48	4,498.95	7,500.00	3,001.05	59.99%
5299 Miscellaneous Supplies	1,118.32	1,850.36	2,000.00	149.64	92.52%
5201 Office Supplies	0.00	228.06	3,000.00	2,771.94	7.60%
5207 Postage	0.00		500.00	500.00	0.00%
5222 Signs	4,722.40	5,275.23	8,000.00	2,724.77	65.94%
5203 Uniforms	223.94	1,964.88	3,500.00	1,535.12	56.14%
Total Supplies	\$7,767.14	\$13,817.48	\$24,500.00	\$10,682.52	
Public Works Totals	\$76,765.81	\$265,696.55	\$517,519.45	\$251,822.90	
Expenses	\$153,712.45	\$754,490.67	\$1,517,048.36	\$762,557.69	
Revenue Less Expenditures	(\$38,051.43)	\$498,142.58	\$264,341.69		

Transfers Out

City Administration

Transfer Expense

9100 Transfers Out	250,732.69	442,401.49		(442,401.49)	0.00%
Total Transfer Expense	\$250,732.69	\$442,401.49		(\$442,401.49)	
City Administration Totals	\$250,732.69	\$442,401.49		(\$442,401.49)	

Court Building Security

Transfer Expense

9100 Transfers Out	0.00	99.41		(99.41)	0.00%
Total Transfer Expense	\$0.00	\$99.41		(\$99.41)	
Court Building Security Totals	\$0.00	\$99.41		(\$99.41)	

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Oct 2022
		Mar 2023	Oct 2022	Oct 2022	Oct 2022	Sep 2023
		Mar 2023	Mar 2023	Sep 2023	Sep 2023	Percent of
		Actual	Actual		Variance	Budget
Court Technology Fund						
Transfer Expense						
9100	Transfers Out	0.00	81.15		(81.15)	0.00%
Total Transfer Expense		\$0.00	\$81.15		(\$81.15)	
Court Technology Fund Totals		\$0.00	\$81.15		(\$81.15)	
Debt Service Fund						
Transfer Expense						
9100	Transfers Out	35,163.67	35,163.67		(35,163.67)	0.00%
Total Transfer Expense		\$35,163.67	\$35,163.67		(\$35,163.67)	
Debt Service Fund Totals		\$35,163.67	\$35,163.67		(\$35,163.67)	
Jury Fund						
Transfer Expense						
9100	Transfers Out	0.00	2.04		(2.04)	0.00%
Total Transfer Expense		\$0.00	\$2.04		(\$2.04)	
Jury Fund Totals		\$0.00	\$2.04		(\$2.04)	
Juvenile Case Fund						
Transfer Expense						
9100	Transfers Out	0.00	101.45		(101.45)	0.00%
Total Transfer Expense		\$0.00	\$101.45		(\$101.45)	
Juvenile Case Fund Totals		\$0.00	\$101.45		(\$101.45)	
Parks & Recreation						
Transfer Expense						
9100	Transfers Out	0.00		142,973.00	142,973.00	0.00%
Total Transfer Expense		\$0.00		\$142,973.00	\$142,973.00	
Parks & Recreation Totals		\$0.00		\$142,973.00	\$142,973.00	
Public Works						
Transfer Expense						
9100	Transfers Out	0.00		85,000.00	85,000.00	0.00%
Total Transfer Expense		\$0.00		\$85,000.00	\$85,000.00	
Public Works Totals		\$0.00		\$85,000.00	\$85,000.00	
Transporation Impact Fee						
Transfer Expense						
9100	Transfers Out	22,630.32	39,603.06		(39,603.06)	0.00%
Total Transfer Expense		\$22,630.32	\$39,603.06		(\$39,603.06)	
Transporation Impact Fee Totals		\$22,630.32	\$39,603.06		(\$39,603.06)	

GENERAL FUND

Statement of Revenue and Expenditures

	Current Period Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
TWPD- Small Parks Grant Fund					
Transfer Expense					
9100 Transfers Out	142,973.00	142,973.00		(142,973.00)	0.00%
Total Transfer Expense	\$142,973.00	\$142,973.00		(\$142,973.00)	
TWPD- Small Parks Grant Fund Totals	\$142,973.00	\$142,973.00		(\$142,973.00)	
Transfers Out	\$451,499.68	\$660,425.27	\$227,973.00	(\$432,452.27)	
Net Change in Fund Balance	(\$489,551.11)	(\$162,282.69)	\$36,368.69		
Fund Balances					
Beginning Fund Balance	1,974,407.24	1,647,138.82			0.00%
Net Change in Fund Balance	(489,551.11)	(162,282.69)	36,368.69		0.00%
Ending Fund Balance	1,484,856.13	1,484,856.13			0.00%

**Capital Improvement Projects Fund
Statement of Revenue and Expenditures**

		Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Expenses						
Public Works						
Capital Outlay						
6040	Street - Capital	0.00	143,370.77		(143,370.77)	0.00%
Total Capital Outlay		\$0.00	\$143,370.77		(\$143,370.77)	
Public Works Totals		\$0.00	\$143,370.77		(\$143,370.77)	
Expenses		\$0.00	\$143,370.77		(\$143,370.77)	
Revenue Less Expenditures		\$0.00	(\$143,370.77)			
Transfers In						
Revenues						
Transfer Revenue						
8100	Transfers In	250,000.00	526,668.80		526,668.80	0.00%
Total Transfer Revenue		\$250,000.00	\$526,668.80		\$526,668.80	
Revenues Totals		\$250,000.00	\$526,668.80		\$526,668.80	
Transfers In		\$250,000.00	\$526,668.80		\$526,668.80	
Net Change in Fund Balance		\$250,000.00	\$383,298.03			
Fund Balances						
Beginning Fund Balance		414,436.92	281,138.89			0.00%
Net Change in Fund Balance		250,000.00	383,298.03			0.00%
Ending Fund Balance		664,436.92	664,436.92			0.00%

Building Security Fund
Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Oct 2022
		Mar 2023	Oct 2022	Oct 2022	Oct 2022	Sep 2023
		Mar 2023	Mar 2023	Sep 2023	Sep 2023	Percent of
		Actual	Actual		Variance	Budget
Revenue & Expenditures						
Expenses						
Court Building Security						
Supplies						
5202	Equipment	0.00	2,114.91		(2,114.91)	0.00%
Total Supplies		\$0.00	\$2,114.91		(\$2,114.91)	
Court Building Security Totals		\$0.00	\$2,114.91		(\$2,114.91)	
Expenses		\$0.00	\$2,114.91		(\$2,114.91)	
Revenue Less Expenditures		\$0.00	(\$2,114.91)			
Transfers In						
Revenues						
Transfer Revenue						
8100	Transfers In	0.00	2,214.32		2,214.32	0.00%
Total Transfer Revenue		\$0.00	\$2,214.32		\$2,214.32	
Revenues Totals		\$0.00	\$2,214.32		\$2,214.32	
Transfers In		\$0.00	\$2,214.32		\$2,214.32	
Net Change in Fund Balance		\$0.00	\$99.41			
Fund Balances						
Beginning Fund Balance		99.41				0.00%
Net Change in Fund Balance		0.00	99.41			0.00%
Ending Fund Balance		99.41	99.41			0.00%

Court Technology Fund Statement of Revenue and Expenditures

	Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures					
Expenses					
Court Technology Fund					
Services					
5310 Software	0.00	4,647.00		(4,647.00)	0.00%
Total Services	\$0.00	\$4,647.00		(\$4,647.00)	
Court Technology Fund Totals	\$0.00	\$4,647.00		(\$4,647.00)	
Expenses	\$0.00	\$4,647.00		(\$4,647.00)	
Revenue Less Expenditures	\$0.00	(\$4,647.00)			
Transfers In					
Revenues					
Transfer Revenue					
8100 Transfers In	0.00	4,781.15		4,781.15	0.00%
Total Transfer Revenue	\$0.00	\$4,781.15		\$4,781.15	
Revenues Totals	\$0.00	\$4,781.15		\$4,781.15	
Transfers In	\$0.00	\$4,781.15		\$4,781.15	
Net Change in Fund Balance	\$0.00	\$134.15			
Fund Balances					
Beginning Fund Balance	134.15				0.00%
Net Change in Fund Balance	0.00	134.15			0.00%
Ending Fund Balance	134.15	134.15			0.00%

Debt Service Fund
Statement of Revenue and Expenditures

		Current Period Mar 2023 Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Property Tax						
4101	Current Property Tax	35,163.67	35,163.67		35,163.67	0.00%
	Total Property Tax	\$35,163.67	\$35,163.67		\$35,163.67	
	Revenues Totals	\$35,163.67	\$35,163.67		\$35,163.67	
	Revenue	\$35,163.67	\$35,163.67		\$35,163.67	
	Gross Profit	\$35,163.67	\$35,163.67			
Expenses						
Public Works						
Debt Service Expense						
7020	2021 CO Bond Interest	0.00	28,712.50		(28,712.50)	0.00%
	Total Debt Service Expense	\$0.00	\$28,712.50		(\$28,712.50)	
	Public Works Totals	\$0.00	\$28,712.50		(\$28,712.50)	
	Expenses	\$0.00	\$28,712.50		(\$28,712.50)	
	Revenue Less Expenditures	\$35,163.67	\$6,451.17			
	Net Change in Fund Balance	\$35,163.67	\$6,451.17			
Fund Balances						
	Beginning Fund Balance	(317,053.39)	(288,340.89)			0.00%
	Net Change in Fund Balance	35,163.67	6,451.17			0.00%
	Ending Fund Balance	(281,889.72)	(281,889.72)			0.00%

Jury Fund
Statement of Revenue and Expenditures

		Current Period Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Transfers In						
Revenues						
Transfer Revenue						
8100	Transfers In	0.00	2.04		2.04	0.00%
	Total Transfer Revenue	\$0.00	\$2.04		\$2.04	
	Revenues Totals	\$0.00	\$2.04		\$2.04	
	Transfers In	\$0.00	\$2.04		\$2.04	
	Net Change in Fund Balance	\$0.00	\$2.04			
Fund Balances						
	Beginning Fund Balance	2.04				0.00%
	Net Change in Fund Balance	0.00	2.04			0.00%
	Ending Fund Balance	2.04	2.04			0.00%

Juvenile Case Fund
Statement of Revenue and Expenditures

		Current Period Mar 2023 Actual	Year-To-Date Oct 2022 Mar 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Transfers In						
Revenues						
Transfer Revenue						
8100	Transfers In	0.00	101.45		101.45	0.00%
Total Transfer Revenue		\$0.00	\$101.45		\$101.45	
Revenues Totals		\$0.00	\$101.45		\$101.45	
Transfers In		\$0.00	\$101.45		\$101.45	
Net Change in Fund Balance		\$0.00	\$101.45			
Fund Balances						
Beginning Fund Balance		101.45				0.00%
Net Change in Fund Balance		0.00	101.45			0.00%
Ending Fund Balance		101.45	101.45			0.00%

Second Quarter FY 2022-2023 Investment Report

Month		Beginning Balance	Contributions	Ending Balance	Interest	Withdrawals
January 2023	TX Class Account Prime	\$1,354,394.32	\$0.00	\$1,359,665.49	\$5,271.17	\$0.00
	Transportation Impact Fee	\$150,615.72	\$0.00	\$151,201.92	\$586.20	\$0.00
	Judicial Fund	\$17.52	\$0.33	\$17.89	\$0.04	\$0.00
	Municipal Court Building Fund	\$5,405.95	\$15.98	\$5,442.98	\$21.05	\$0.00
	Truancy P&D Fund	\$1,444.85	\$16.31	\$1,466.79	\$5.63	\$0.00
	Municipal Court Tech Fund	\$6,759.47	\$13.04	\$6,798.82	\$26.31	\$0.00
	CIP Fund	\$121,355.61	\$0.00	\$121,827.92	\$472.31	\$0.00
	Total	\$1,639,993.44	\$45.66	\$1,646,421.81	\$6,382.71	\$0.00
February 2023	TX Class Account Prime	\$1,359,665.49	\$191,668.80	\$1,471,137.92	\$4,803.63	\$85,000.00
	Transportation Impact Fee	\$151,201.92	\$0.00	\$151,754.67	\$552.75	\$0.00
	Judicial Fund	\$17.89	\$0.00	\$17.93	\$0.04	\$0.00
	Municipal Court Building Fund	\$5,442.98	\$0.00	\$3,344.09	\$16.02	\$2,114.91
	Truancy P&D Fund	\$1,466.79	\$0.00	\$1,472.13	\$5.34	\$0.00
	Municipal Court Tech Fund	\$6,798.82	\$0.00	\$2,115.08	\$16.26	\$4,700.00
	CIP Fund	\$121,827.92	\$85,000.00	\$63,806.60	\$349.45	\$143,370.77
	Total	\$1,646,421.81	\$276,668.80	\$1,693,648.42	\$5,743.49	\$235,185.68
March 2023	TX Class Account Prime	\$1,471,439.92	\$166,336.01	\$1,286,442.64	\$5,938.83	\$357,272.12
	Transportation Impact Fee	\$151,754.67	\$22,630.32	\$175,021.87	\$636.88	\$0.00
	Judicial Fund	\$17.93	\$0.81	\$18.78	\$0.04	\$0.00
	Municipal Court Building Fund	\$3,344.09	\$39.33	\$3,397.42	\$14.00	\$0.00
	Truancy P&D Fund	\$1,472.13	\$40.14	\$1,518.51	\$6.24	\$0.00
	Municipal Court Tech Fund	\$2,115.08	\$32.11	\$2,156.01	\$8.82	\$0.00
	CIP Fund	\$63,806.60	\$441,668.80	\$506,032.96	\$557.58	\$0.00
	TPWD - Small Parks	\$0.00	\$142,973.00	\$24,897.50	\$42.50	\$118,118.00
	Debt Service Fund	\$0.00	\$35,163.67	\$35,168.49	\$4.82	\$0.00
Total	\$1,693,950.42	\$808,884.19	\$2,034,654.18	\$7,209.71	\$475,390.12	



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

April 17, 2023

Professional Service Agreement for engineering, architectural, and surveying services for the 2023-2024 Texas Community Development Block Grant Program of the Texas Department of Agriculture

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the awarding of a Professional Services Agreement to Pacheco Koch for engineering, architectural, and surveying services for the 2023-2024 Texas Community Development Block Grant Program of the Texas Department of Agriculture.

BACKGROUND INFORMATION:

On December 5, 2022, the Council authorized the submission of a 2023-2024 Texas Community Development Block Grant (TxCDBG) application to the Texas Department of Agriculture and authorized the City Administrator to negotiate a contract with GrantWorks to act as the City's grant administrator for this grant. This round of grant funding is for up to \$500,000 and requires a local match from the City of \$10,000 up to \$25,000.

Based on conversations between staff and GrantWorks, the drainage work and road reconstruction project submission will be for Latham Lane in the Chisholm Hills subdivision. This project is currently estimated at \$473,950, but engineering survey and design is needed in order to get a more accurate estimate of costs. Counsel initially authorized the expenditure by Change Order to its contracted City Engineer. However, the City was later advised that the TxCDBG process required the City to implement a Request for Qualifications (RFQ) process for engineering, architectural, surveying services for any work associated with the TxCDGB-funded work. This RFQ process was thus completed in accordance with the TxCDBG requirements.

There were four responses received to the RFQ. A Committee consisting of Mayor Taylor, Mayor Pro Tem King, City Administrator Cabrales and City Operations Administrator Barnwell convened to evaluate and rank the responses to the RFQ. The Committee recommends contracting with Pacheco Koch for the engineering, architectural, and surveying services for this 2023-2024 TxCDBG application submission and project. Below is the Committee scoring on the four submissions.

SOQ Scoring for 2023-2024 Texas CDBG Program for Engineering, Architecture and Surveying Services for the City of New Fairview				
	Pacheco Koch	Schaumburg & Polk, Inc.	Teague, Nall & Perkins	TRC Engineers, Inc
TOTAL SCORE:	354	299	351	288
The most qualified firm for this project for the City of New Fairview is Pacheco Koch.				

A Resolution must be passed and submitted to GrantWorks so that they can complete the 2023-2024 Texas Community Development Block Grant Program application and submit it to the Texas Department of Agriculture prior to the May deadline.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

Per state law, the price of the contract must be negotiated as a separate element. However, staff did reach out to Pacheco Koch and requested their rate sheet (attached), and staff has determined that the rates for this company are reasonable.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution authorizing the awarding of a Professional Services Agreement to Pacheco Koch for engineering, architectural, and surveying services for the 2023-2024 Texas Community Development Block Grant Program of the Texas Department of Agriculture.

ATTACHMENT(S):

1. Resolution 202304-04-127
2. Pacheco Koch 2023 Fort Worth Public Infrastructure Rate Sheet



**RESOLUTION
202304-04-127**

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS AUTHORIZING THE AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING, ARCHITECTURAL, AND SURVEYING SERVICES FOR THE 2023-2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OF THE TEXAS DEPARTMENT OF AGRICULTURE.

WHEREAS, the City of New Fairview is a Type A General Law incorporated city, in the State of Texas; and

WHEREAS, the City Council previously found that it is in the public interest to apply for the seek 2023-2024 Texas Community Development Block Grant (TxCDBG) Program funding thorough the Texas Department of Agriculture (TDA); and

WHEREAS, the 2023-2024 TxCDBG Program of the TDA requires implementation by professionals experienced in federally funded community development projects; and

WHEREAS, to identify qualified and responsive providers for these services a competitive Request for Qualifications (RFQ) process for engineering/architectural/surveying services is required, even for preliminary or related work, which has since been completed in accordance with TxCDBG requirements; and

WHEREAS, the statement of qualifications received by the due date have been reviewed to determine the most qualified and responsive provider for this professional service, rating and ranking the responders according to the published criteria; and

WHEREAS, the City Council therefore desires to rescind Resolution No. 202302-06-119 and authorized the City Administrator to negotiate a professional services agreement with Pacheco Koch, Inc., which submitted the highest -ranking submission to the City's RFQ for such project-related professional engineering/architectural/surveying services.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That all matters stated in the recitals herein above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the City Administrator be authorized to negotiate a professional services agreement with Pacheco Koch, Inc. to provide TxCDBG application and project-related professional engineering/architectural/surveying services for the 2023-2024 Texas Community Development Block Grant of the Texas Department of Agriculture.

Section 3. That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the selected service provider.

Section 4. That if any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determined that it would have adopted this Resolution without the invalid provision.

Section 5. That this Resolution shall become effective from and after its date of passage.

PRESENTED AND PASSED on the 17th day of April, 2023, at a Regular Meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

John Taylor, Mayor

Brooke Boller, City Secretary

FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES
2023 – Fort Worth

The following is the fee schedule for all work performed under an hourly agreement.

Admin.....	\$90	Graduate Landscape Architect.....	\$130
Senior Admin.....	\$130	Landscape Architect.....	\$145
Intern.....	\$85	Senior Landscape Architect.....	\$190
Remote Sensing Tech.....	\$155	Assistant Project Manager.....	\$180
Remote Sensing Manager.....	\$210	Project Manager.....	\$275
Construction Observer.....	\$135	Senior Project Manager.....	\$240
Senior Construction Observer.....	\$160	Survey Field.....	\$85
Engineering Technician.....	\$120	Survey Crew Chief.....	\$125
Engineering Technician/Designer.....	\$160	Survey Field Manager.....	\$165
Engineering Technician/Sr. Designer.....	\$180	Survey Tech.....	\$135
Graduate Engineer.....	\$140	Senior Survey Tech.....	\$200
Senior Graduate Engineer	\$165	Graduate Surveyor.....	\$150
Engineer.....	\$220	Surveyor.....	\$200
Senior Engineer.....	\$240	Senior Surveyor.....	\$230
Environmental Field Tech.....	\$130	Project Processor.....	\$90
Environmental Scientist.....	\$155	Project Coordinator.....	\$125
Environmental Scientist II.....	\$190	Senior Project Coordinator.....	\$170
Senior Environmental Scientist.....	\$230	GMS Tech.....	\$100
Architectural Historian.....	\$125	GMS Engineer.....	\$180
Cultural Resources Field Tech.....	\$95	Geospatial Tech.....	\$150
Cultural Resources Field Director.....	\$130	Geospatial Manager.....	\$200
GIS.....	\$140		

Specialized Geospatial Equipment – Per Day Use\$200.00 - \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

April 17, 2023

Opoid Settlement Participation

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the city administrator to execute the Texas subdivision participation forms and adopting the Texas opoid abatement fund council and settlement allocation term sheet and allocation method for opoid settlement proceeds and execution of any future release forms as part of the Global Opoid Settlement led by the Texas Attorney General.

BACKGROUND INFORMATION:

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with eleven companies to resolve legal claims for their role in the opoid crisis. Four agreements are with opoid manufacturers Johnson & Johnson, Endo, Teva, and Allergan. There is a separate agreement with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson, as well as a settlement reached through bankruptcy with Mallinckrodt, a manufacturer and distributor. Finally, there are three separate settlements with pharmacies CVS, Walgreens, and Walmart.

Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for nearly \$50 billion in payments for states and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. A subdivision can only participate in the agreements if their state participates. The recent settlements with Allergan, CVS, Walmart, and Walgreens brings Texas' combined share to almost \$3 billion, with Allergan paying \$135 million, CVS paying \$304 million, Walgreens paying \$340 million, and Walmart paying \$170 million. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opoid Council. The funding must be used to support any of a wide variety of strategies to fight the opoid crisis. Separate provisions exist to compensate attorneys who have pursued opoid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the more money everyone in Texas will receive. Future opoid litigation by non-participating entities may result in suspension and reduction of future payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

WHY YOU SHOULD PARTICIPATE

Texas, other states, and cities and counties around the country have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021 and the Teva and Endo settlements from 2022;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities as soon as possible; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATION:

The City has been allocated \$2,334 and has already received \$732.69 on March 10, 2023 from the Texas Comptroller. While the City may not be equipped to do many of the programs under the list of uses, there are training opportunities and medication costs for East Wise Fire Rescue that could be

paid for with these funds. The City could also pass these funds to our Decatur Independent School District, Northwest Independent School District, or non-profit in our area who could fulfill the uses for opioid education and/or remediation.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a resolution authorizing the city administrator to execute the Texas subdivision participation forms and adopting the Texas opioid abatement fund council and settlement allocation term sheet and allocation method for opioid settlement proceeds and execution of any future release forms as part of the Global Opioid Settlement led by the Texas Attorney General.

ATTACHMENT(S):

1. Resolution 202304-03-126



CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION NO. 202304-03-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TEXAS SUBDIVISION PARTICIPATION FORMS ATTACHED HERETO AS EXHIBIT A; SUPPORTING IN ITS ENTIRETY AND ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET ATTACHED HERETO AS EXHIBIT B AND THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH THEREIN; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY FUTURE RELEASE FORMS AS PART OF THE GLOBAL OPIOID SETTLEMENT LED BY THE TEXAS ATTORNEY GENERAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas (the “Global Opioid Settlement”). The Texas Term Sheet is attached hereto as **Exhibit B**; and

WHEREAS, the State of Texas has recommended that the City Council of the City (the “City Council”) support the adoption and approval of the Texas Term Sheet in its entirety; and

WHEREAS, the City Council now intends to execute those certain Settlement Participation Forms, attached hereto as **Exhibit A** and incorporated herein, adding entities Allergan, CVS, Walgreens, and Walmart as Defendants in the Global Opioid Settlement pursuant to the Texas Term Sheet, and releasing such entities from claims outside of the Global Opioid Settlement; and

WHEREAS, the City intends to authorize the City Administrator to execute any further similar forms for the Global Opioid Settlement, with funds distributed according to the Texas Term Sheet.

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of the City of New Fairview:

1. Finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

b. The City Council supports in its entirety and hereby adopts the Texas Term Sheet, attached hereto as **Exhibit B** and incorporated herein for all purposes, and the allocation method for opioid settlement proceeds as set forth therein. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants, as those terms are defined in the Texas Term Sheet. The City Council also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas; and

2. Authorizes the City Administrator to complete and submit the necessary Settlement Participation Forms, attached hereto as **Exhibit A**, for settlements with Allergan, CVS, Walgreens, and Walmart, as part of the Global Opioid Settlement conducted by the Texas Attorney General's office, and pursuant to the Texas Term Sheet; and

3. Hereby authorize the City Administrator to execute and submit any future related Global Opioid Settlement release forms for further Defendants, and subject to the Texas Term Sheet.

DULY PASSED AND APPROVED by the City Council of the City of New Fairview on this the 17th day of April, 2023.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

EXHIBIT A
ALLERGAN, CVS, WALGREENS, WALMART
SUBDIVISION PARTICIPATION FORMS

Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in anyway to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Sub division Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in anyway to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Sub division Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in anyway to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Sub division Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in anyway to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in anyway the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B
TEXAS TERM SHEET

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

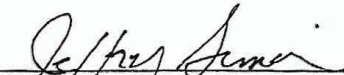


KENNETH PAXTON, JR.
ATTORNEY GENERAL

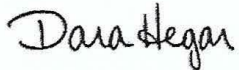
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. *Administration*

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. *Travel Reimbursement*

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzson	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadbuss	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$335	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglasville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



AGENDA ITEM: 7C

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

April 17, 2023

Parks and Recreation Board Appointment

DESCRIPTION:

Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

BACKGROUND INFORMATION:

On February 6, 2023, the City Council approved an Ordinance (202302-01-103) creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee. The Board is an advisory body to the City Council and staff regarding the recreational needs of the community including developing plans for future recreation programs, facilities, and areas; recommending policies to carry out recreational programs and initiatives; reviewing maintenance of recreation facilities; recommending funding for recreation facilities; and informing the public of recreation opportunities or needs.

The board will also serve as the Keep New Fairview Beautiful Committee and will make recommendations on issues related to community appearance, beautification, the environment, and entrances into the City. This Committee can assist the City in becoming an affiliate of Keep Texas Beautiful (KTB) (<https://ktb.org/>). KTB affiliates are qualifying cities, counties and/or communities that work with KTB to educate and engage Texans to take responsibility for improving their communities. Affiliates are the volunteers who organize local cleanups, design and implement recycling programs, and educate local populations. KTB also has numerous resources available to affiliates such as grant and funding opportunities, youth programs, assistance with special clean up events.

The Ordinance creates for four members and one alternate to serve two-year terms with staggered terms for the initial appointment on the creation of this board.

Sec. 10.03.002. Members and Terms

The City Council shall appoint a Parks and Recreation board of five members and one alternate member.

- (a) Members of the Parks and Recreation Board shall be residents and qualified voters of the city.
- (b) Members, including alternate members, shall be appointed by the City Council for a term of two (2) years, provided however, that two (2) members and the alternate member shall be initially appointed for a term of one (1) year, with those terms being for two (2) years thereafter.
- (c) If a replacement has not been designated by the end of a member's term, that members shall continue serving until a successor is appointed.
- (d) In the event of a vacancy, the City Council shall appoint a member to serve for the unexpired term. The City Council may remove any member from the Board.

Staff created a flier and placed information on the website and social media informing the public of this new board and encouraged residents to apply for consideration of appointment onto this board. Attached is the application received from Jenifer Kozlowski.

<u>Board Members</u>	<u>Place</u>	<u>Term</u>
Deborah Greene	Place 1	(March 2024)
Vacant	Place 2	(March 2025)
Vacant	Place 3	(March 2024)
Vacant	Place 4	(March 2025)
Vacant	Alternate	(March 2024)

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the appointment of Jenifer Kozlowski to the Parks and Recreation Board, and the Keep New Fairview Beautiful Committee, to Place _____.

ATTACHMENT(S):

- 1. Application(s)
 - a. Jenifer Kozlowski