

Bastrop, TX City Council Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800



November 9, 2021 Regular Meeting at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON NOVEMBER 9, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE** – Kyran Irvine and Parker Connell, PE Posse, Mina Elementary

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

- 3. INVOCATION** – Minister John Eason, Celebration Church
- 4. PRESENTATIONS**
 - 4A. Mayor's Report
 - 4B. Council Members' Report
 - 4C. City Manager's Report

5. WORK SESSION/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the FY 2021 Fourth Quarterly Report. (Submitted by: Rebecca Gleason, Assistant City Manager)

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on November 9, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 8A. Consider action to approve City Council minutes from the October 26, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve Resolution No. R-2021-100 of the City Council of the City of Bastrop, approving the 2021 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8C. Consider action to approve the second reading of Ordinance No. 2021-16 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2021-89 approving a third amendment to the Destination and Marketing Services Agreement; attached as Exhibit A; authorizing the City

Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date. (Submitted by: Rebecca Gleason, Assistant City Manager)

- 9B. Consider action to approve Resolution R-2021-105 of the City Council of the City of Bastrop, approving the adoption of the Texas Opioid Abatement Fund Council and settlement allocation, attached as Exhibit A; providing for a repealing clause; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 9C. Consider action to approve Resolution No. R-2021-107 of the City Council of the City of Bastrop, Texas, approving an annual task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Seventeen Thousand Four Hundred Twenty Dollars (\$117,420.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)
- 9D. Consider action to approve Resolution No. R-2021-106 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Household Hazardous Waste Facility between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 9E. Consider action to approve the first reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00); repealing all resolutions in conflict; providing an effective date; and move to include on the December 14, 2021, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)

10. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, November 4, 2021 at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 4A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
November 9, 2021



Latest Activities

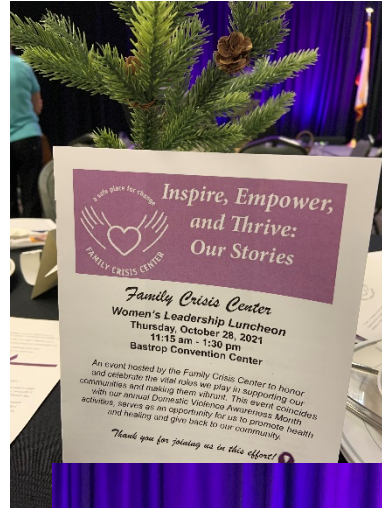
Oct 27 – Nov 3

Events in 2021: 328

Emile Elementary
Career Day



Boo Bash



Bluebonnet
Elementary
"Read a Book"



Chamber Luncheon



Women's Leadership
Lunch



Upcoming Events & City Meetings

- November 11 –
 - Veterans Day
 - TML Economic Development
- November 12 – TML Economic Development
- November 12/13 – Heroes and Hot Rods Car Show
- November 13 –
 - Feed the Need Gobble Kits (Community Gardens)
 - Veterans Day Ceremony (11 am – County Courthouse)
 - Red White and Blue Dinner
- November 15 – BEDC Board Meeting
- November 17 – 921 Main/Art Institute Ribbon Cutting
- November 25 – Happy Thanksgiving
- December 1 – Chamber Luncheon
- December 2 – Farm Street Opry
- December 3 – Rented Christmas (Bastrop Opera House)
- December 9 – Mingle Jingle (Chamber)
- December 11 – Library Open House
- December 14 – Council Meeting





STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 4B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

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STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 4C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 6A

TITLE:

Receive presentation on the FY 2021 Fourth Quarterly Report

AGENDA ITEM SUBMITTED BY:

Rebecca Gleason, Assistant City Manager for Community Engagement

UPDATES:

The Assistant City Manager for Community Engagement will be providing the City Council a Quarterly Report overview to include updates on Financial Reports, Capital Improvement Projects, and projects supporting Council's 9 Focus Areas for the Fiscal Quarter that just ended.

The objectives of preparing and presenting a Quarterly Report are to begin tracking trends across our ongoing data sources in a single place, as well as to communicate to Council the progress that is being made under each of the 9 Focus Areas. As the number of completed Quarterly Reports increase, the reports can be used as a resource by council for making decisions and setting priorities during the budget season.

The Report was largely compiled by one of our cross functional teams. The Communications & Special Events Team (CSET) is made up of staff members across all Departments that come together several times a month to push several projects forward including the Quarterly Report.

ATTACHMENTS:

- Please follow this link:
<https://www.cityofbastrop.org/upload/page/0368/docs/2021%20FOURTH%20QUARTER%20REPORT%20--Final-compressed.pdf>



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

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STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the October 26, 2021, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of the City Council minutes from the October 26, 2021, Regular meeting.

ATTACHMENTS:

- October 26, 2021 DRAFT Regular Meeting Minutes.



OCTOBER 26, 2021

The Bastrop City Council met in a regular meeting on Tuesday, October 26, 2021, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 6:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 6:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of the unopened section of Agnes Street from Sterling Drive to terminus, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

Mayor Schroeder recessed the Executive Session at 6:27 p.m.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

CALL TO ORDER – REGULAR SESSION

Mayor Schroeder called the Regular Council Meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Valentine Irby and Alejandro Irby, Stars After School Program, Emile Elementary, led the Pledge of Allegiance.

INVOCATION

Clint Nagy, Police Chief, gave the invocation.

STAFF AND BOARD REPORTS

- 9B. Receive End of the Year Report from Visit Bastrop. (Submitted by: Rebecca Gleason, Assistant City Manager)
This item was pulled from the agenda.

CITIZEN COMMENTS

SPEAKERS

**Dani Moss
1706 Wilson St.
Bastrop, Tx 78602**

**Gary Moss
1706 Wilson St.
Bastrop, Tx 78602
972-523-9727**

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12D. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2021-15 of the City Council of the City of Bastrop, Texas, rezoning 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas from P3 Neighborhood to P4 Mix; as shown in Exhibit A, including a severability clause; and establishing an effective date, and move to include on the November 9, 2021 City Council agenda for a second reading. (Submitted by: Trey Job, Assistant City Manager)

Presentation was made by Trey Job, Assistant City Manager.

Public hearing was opened.

SPEAKER(S)

**Mary Ellen Arbuckle
1502 Fayette St.
Bastrop, TX 78602
713-516-8828**

**Susan B. Long
1402 Hill Street
Bastrop, TX 78602
512-629-6537**

**Johnny Sanders
156 Spring Branch
Bastrop, Tx 78602
512-376-8244**

**Melinda Larson
1320 Farm St.
Bastrop, TX 78602
432-770-5969**

**Daniel Smith
1504 Cedar Street
Bastrop, TX 78602
512-303-2945**

**Pablo Serna
1104 Hill St.
Bastrop, TX 78602
512-963-0919**

**Catherine Albers
1307 Pecan Street
Bastrop, Tx 78602
512-484-9877**

**Darren Kesselus
705 Farm Street
Bastrop, Tx 78602
512-680-4444**

**Charles Huth
1303 Cedar Street
Bastrop, TX 78602**

**Cam Chavez
1401 Pecan Street
Bastrop, TX 78602
512-577-0410**

**Gary Moss
1706 Wilson
Bastrop, Tx 78602
972-523-9727**

**Anne Marie Schindler
1006 Chestnut St
Bastrop, Tx 78602
518-248-8513**

Public hearing was closed.

No motion was made, this item will return to Council for second reading on November 9, 2021.

Mayor Schroeder recessed the Council Meeting at 8:17 p.m.

Mayor Schroeder called the Council Meeting back to order at 8:24 p.m.

PRESENTATIONS

- 7E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 5, 2021, as City of Bastrop Arbor Day. (Submitted by: Ann Franklin, City Secretary)
The proclamation was read into record by Mayor Schroeder and accepted by Parks employees.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12E. Consider action to approve Resolution No. R-2021-101 of the City Council of the City of Bastrop, Texas, authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Tracy Waldron, Chief Financial Officer and Dan Wegmiller, Specialized Public Finance Inc.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-101, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 12H. Consider action to approve Resolution No. R-2021-104 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to enter into an agreement with Schneider Engineering LLC. For a Broadband Feasibility Study, for Forty-seven thousand dollars and zero cents (\$47,000.00) as shown in Exhibit A, including a severability clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-104, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 12G. Consider action to approve Resolution No. R-2021-103 of the City Council of the City of Bastrop, Texas, awarding a contract to provide professional engineering services for the Drainage Master Plan project, with Halff Associates, Inc. in the amount of Two Hundred Eighty-Four Thousand Six Hundred and Nine Dollars and Zero Cents (\$284,609.00) as attached Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, Director of Engineering and Capital Project Management)

Presentation was made by Fabiola de Carvalho, Director of Engineering and Capital Project Management.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-103, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

STAFF AND BOARD REPORTS CONTINUED

- 9A. Receive a presentation from Assistant City Manager for Community Development, discuss and provide policy direction on the creation of Municipal Utility Districts. (Submitted by: Trey Job, Assistant City Manager)

Presentation was made by Trey Job, Assistant City Manager.

SPEAKER(S)

Steve Chamberlain

230 Oak Forest Dr.

Cedar Creek, TX 788612

817-360-0678

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12F. Consider action to approve the first reading of Ordinance No. 2021-16 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the November 9, 2021, City Council agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-16, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

PRESENTATIONS CONTINUED

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report
- 7D. A proclamation of the City Council of the City of Bastrop, Texas and the Bastrop County Commissioners Court recognizing November 11, 2021, as Veterans Day. (Submitted by: Ann Franklin, City Secretary)
- The proclamation was read into record by Mayor Schroeder.**

WORK SESSIONS/BRIEFINGS – NONE**APPROVAL OF MINUTES**

- 11A. Consider action to approve City Council minutes from the October 12, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- A motion was made by Mayor Pro Tem Nelson to approve City Council minutes from the October 12, 2021, regular meeting, seconded by Council Member Jackson, motion was approved on a 5-0 vote.**

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12C. Consider action to approve Resolution No. R-2021-102 of the City Council of the City of Bastrop, Texas, to ratify the award of the contract for FM 20 16" Water Main Project to M&C Fonseca Construction Co., Inc, in the amount of One Hundred Sixty-Five Thousand, Eight Hundred and Twelve Dollars (\$165,812.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)
- Presentation was made by Curtis Hancock, Director of Public Works.**

A motion was made by Council Member Rogers to approve Resolution No. R-2021-102, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 12B. Consider action to approve Resolution No. R-2021-98 of the City Council of the City of Bastrop, Texas, confirming appointment by the Mayor of David Lowen to Alternate 1 of the Zoning Board of Adjustment, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-98, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 12A. Consider action to approve Resolution No. R-2021-99 of the City Council of the City of Bastrop, Texas, adopting the EVS 6110 Voting System; providing for a repealing clause; and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)

Presentation was made by Ann Franklin, City Secretary.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-99, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

Adjourned at 9:48 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on November 9, 2021, by motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 8B

TITLE:

Consider action to approve Resolution No. R-2021-100 of the City Council of the City of Bastrop, approving the 2021 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Texas Tax Code section 26.09(e) states that the assessor shall enter the amount of tax determined as provided by the tax code in the appraisal roll and submit it to the governing body of the unit for approval.

On October 27, 2021 the City of Bastrop received the Tax Roll and 2021 Tax Levy from Bastrop County Tax Assessor for the approval of the governing body.

On July 23, 2021, the City of Bastrop received the Certified totals from the Bastrop Central Appraisal District. These certified totals included properties that were under protest. It is best practice to only use 80% of the under-protest value when calculating the total amount of Ad Valorem revenue for budgeting purposes.

For budgeting purposes, the below table represents the total Ad Valorem tax approved for FY2022:

Property Tax Distribution			
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
<u>GENERAL FUND:</u>			
Current Tax	\$0.3740		4,053,376
Revenue From Tax Freeze Property			368,660
Delinquent Tax			33,500
Penalty and Interest			30,000
Total General Fund	\$0.3740	64.55%	\$4,485,536
<u>DEBT SERVICE FUND:</u>			
Current Tax	\$0.2054		2,226,105
Revenue From Tax Freeze Property			202,467
Delinquent Tax			22,000
Penalty and Interest			12,000
Total Debt Service	\$0.2054	35.45%	\$2,462,572
DISTRIBUTION	\$0.5794	100.00%	\$6,948,108

The totals in the table and the totals on the Exhibit A of the resolution are not the same. The total tax roll and tax levy provided by the Bastrop County Tax Assessor for this agenda item does not include any amount under protest. This represents the original levy which may be revised as protests are settled and final amounts are received by the Bastrop County Tax Assessor for inclusion on the tax roll.

RECOMMENDATION:

Tracy Waldron, Chief Financial officer recommends approval of Resolution No. R-2021-100 of the City Council of the City of Bastrop, approving the 2021 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

ATTACHMENTS:

- Resolution R-2021-100



RESOLUTION NO. R-2021-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2021 TAX ROLL AND TAX LEVY; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is governed by the Texas Tax Code; and

WHEREAS, the Texas Tax Code Section 26.09(e) requires the assessor to submit the appraisal roll to the governing body for approval; and

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

SECTION 1. That the City Council approve the 2021 Tax Roll and Total Tax Levy of Six Million, Six Hundred Fifty-Seven Thousand, Two Hundred Forty Dollars and Fifty-nine Cents (\$6,657,240.59) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop County Tax Assessor, to be the designated official in this matter.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 9th day of November 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

BASTROP COUNTY

Ellen Owens
Tax Assessor / Collector
Ellen.Owens@Co.Bastrop.Tx.Us

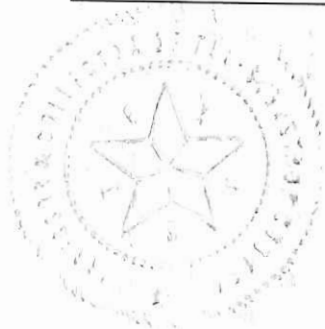


PO Box 579
Bastrop, TX 78602
512-332-7266

October 27, 2021

I, Ellen Owens, Tax Assessor/Collector for the City of Bastrop, am submitting the below Tax Roll as per Texas Property Tax Code 26.09(e) for your approval:

City of Bastrop	Total 2021 TAX
Interest & Sinking	\$2,360,005.15
Maintenance & Operations	\$4,297,185.29
Personal Late Rendition Penalty	\$47.65
Personal Late Rendition Penalty Admin Fee	\$2.50
TOTAL 2021 TAX LEVY	\$6,657,240.59



Certified by: Ellen Owens
Bastrop County Tax Assessor / Collector

APPROVED as presented on this the _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 8C

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-16 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2021 budget was approved by City Council on September 22, 2020. Since that approval, the City has approved three budget amendments.

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2021-16 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2021-16
- Exhibit A
- All Funds Summary FY2021 – updated to reflect proposed amendments

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2021, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2021.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 26th day of October 2021.

READ and ADOPTED on Second Reading on the 9th day of November 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL FUND

Budget Amendment #1: Revenue

FY 2021 Budget Book (Page 44)

Original Budget	\$12,471,919
Ord 2020-33	\$ 189,262
Ord 2021-05	<u>\$ 570,057</u>
Amended Budget	\$13,231,238
<u>Recommended Increases</u>	
City Sales Tax (101-00-00-4001)	\$ 80,000
Inspection Fees (101-00-00-4012)	\$ 85,000
Recreation Center fees (101-00-00-4041)	<u>\$ 13,000</u>
New Total Revenue	<u>\$13,409,238</u>

This amendment increases several General Fund revenue sources. Sales Tax revenue has been running approximately 14% over forecast. This increase is conservative to specifically cover the reimbursement requirement with Bastrop Retail Partners through the 380 Agreement and the shortage in the Property and Liability Insurance line item. Both of these accounts are in General Fund- Organizational. Recreation Fees have exceeded the budget but so have the contracted services line item. This amendment increases this revenue line item to offset the increased costs.

Budget Amendment #2: Expenditures-Organizational

FY 2021 Budget Book (Page 46)

Original Budget	\$ 168,454
Ord 2020-33	\$ 785,630
Ord 2021-05	<u>\$ 130,000</u>
Amended Budget	\$ 1,084,084
Property & Liability Insurance (101-02-00-5540)	\$ 25,000
380 Agreement Reimb.-Sales Tax (101-02-00-5644)	<u>\$ 55,000</u>
New Total Expenditures	<u>\$ 1,164,084</u>

Because of the increased sales tax collection mentioned in budget amendment #1, there is a need to increase the appropriation for the 380 Agreement Reimbursement for Burleson Crossing. Also, the Property and Liability insurance line item was short due to increases in premium received after the approval of the FY2021 budget. This amendment balances these two accounts using the increase in revenue from Budget Amendment #1.

EXHIBIT A

Budget Amendment #3: Expenditures-City Secretary

FY 2021 Budget Book (Page 50)

Original Budget	\$ 281,656
Ord 2021-05	<u>\$ 20,450</u>
Amended Budget	\$ 302,106
Group Insurance (101-04-00-5155)	\$ 6,300
Election Services (101-04-00-5681)	<u>\$ 1,600</u>
New Total Expenditures	\$ 310,006

This amendment is necessary to reconcile the City Managers restructuring plan and account for the recommendations made through the compensation study. The restructuring plan created a Deputy City Secretary position that replaced the Executive Administrative Assistant position listed in the budget. The previous budget amendment did not account for additional insurance allocated to this department. There is also an additional amount for election services. The contract for elections was greater than the original budget amount. This amendment has no effect on the General Fund's fund balance. There were available salary savings.

Budget Amendment #4: Expenditures-Special Event & Reservations (Recreation)

FY 2021 Budget Book (Page 67)

Original Budget	\$ 167,550
Ord 2021-05	<u>\$ 25,000</u>
Amended Budget	\$ 192,550
Contracted Services (101-10-00-5561)	<u>\$ 13,000</u>
New Total Expenditures	\$ 205,550

This amendment is increasing expenses to cover the additional contracted services for recreation programming. This increase is being covered by an amendment to increase recreation fees (see Budget Amendment #1).

Budget Amendment #5: Expenditures-Police-Patrol

FY 2021 Budget Book (Page 74)

Original Budget	\$ 1,763,650
Ord 2021-05	<u>\$ (20,000)</u>
Amended Budget	\$ 1,743,650
Operating Salary (101-09-22-5101)	<u>\$ (7,900)</u>
New Total Expenditures	\$ 1,735,750

This amendment recognizes the salary savings in the Police Patrol division created from vacancies. This savings is used to cover Budget Amendment #3.

EXHIBIT A

Budget Amendment #6: Expenditures-Development Services-Building Inspections

FY 2021 Budget Book (Page 88)

Original Budget	\$ 309,344
Ord 2021-05	<u>\$ 250,000</u>
Amended Budget	\$ 559,344
Professional Services (101-15-18-5505)	<u>\$ 85,000</u>
New Total Expenditures	\$ 644,344

This amendment is necessary due to the high volume of homes actively under construction and the multiple re-inspections that are being required. This amendment is offset by an increase in Inspection Fees (see Budget Amendment #1). There is no impact to the General Fund's fund balance with this amendment.

OTHER FUNDS

Budget Amendment #7: Vehicle/Equipment Replacement Fund

FY 2021 Budget Book (Page 153)

Original Budget	\$ 452,192
Ordinance 2021-05	<u>\$ 84,919</u>
Amended Budget	\$ 537,111
Transfer In (380-00-00-4737)	<u>\$ 12,500</u>
New Total Revenue	\$ 549,611

Original Budget	\$ 241,800
Ordinance 2021-05	<u>\$ 30,462</u>
Amended Budget	\$ 272,262
Capital Outlay (380-00-00-6030)	<u>\$ 12,500</u>
New Total Expenditures	\$ 284,762

This amendment cleans up the financial reporting of a vehicle that was split between the VERN fund and bond fund. It is cleaner to track the vehicle completely in one fund. The transfer in from the bond fund and the increase in the vehicle capital expense has a zero effect on the fund balance in this fund.

EXHIBIT A

Budget Amendment #8: General Debt Service Fund

FY 2021 Budget Book (Page 134)

Original Budget	\$ 2,863,181
Bond Proceeds (120-00-00-4380)	<u>\$ 6,355,000</u>
New Total Revenue	\$ 9,218,181

Original Budget	\$ 2,997,157
Other Uses-Bond Refunding (120-00-00-8941)	<u>\$ 6,355,000</u>
New Total Expenditures	\$ 9,352,157

This amendment recognizes the 2021 General Obligation bond refunding transaction. The amendment has a zero net effect on the funds ending fund balance.

Budget Amendment #9: Fairview Cemetery Operating Fund

FY 2021 Budget Book (Page 147)

Original Budget	\$ 85,750
Lot Sales (525-00-00-4590)	<u>\$ 13,000</u>
New Total Revenue	\$ 98,750

Original Budget	\$ 79,803
Operational Salaries (525-00-00-5101)	\$ 3,500
Purchase of Plot (525-00-00-5652)	<u>\$ 9,500</u>
New Total Expenditures	\$ 92,803

This amendment recognizes additional revenue over the budget and offsets the increase in salary initiated by the compensation study and unbudgeted plot buybacks. This amendment has a zero net effect on ending fund balance.

ALL FUND SUMMARY FY 2020-2021

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
AUDITED BEGINNING FUND BALANCES	\$ 4,115,621	\$ 258,520	\$ 2,896,369	\$ 2,687,452	\$ 4,134,842	\$ 3,915,646	\$ 23,103,084	\$ 2,829,396	\$ 5,409,325	\$ 49,350,255
REVENUES:										
AD VALOREM TAXES	4,039,083	2,051,124		-	-	-	-			6,090,207
SALES TAXES	5,634,104			-	-	-	-		2,611,200	8,245,304
FRANCHISE & OTHER TAXES	486,000		2,264,400	23,500	-	-	-			2,773,900
LICENSES & PERMITS	1,278,000		-	-	-	-	-			1,278,000
SERVICE FEES	692,550		196,500	2,186,709	6,545,900	7,110,050	-	435,876	177,370	17,344,955
FINES & FORFEITURES	335,200			12,800	-	-	-			348,000
INTEREST	30,000	20,000	25,000	24,850	25,600	30,000	109,293	16,000	35,000	315,743
INTERGOVERNMENTAL	283,551	249,802	62,312	731,851	14,265	-	150,000		1,030,000	2,521,781
OTHER	40,000		-	109,383	7,000	14,000	1,365	20,235	100,000	291,983
TOTAL REVENUES	12,818,488	2,320,926	2,548,212	3,089,093	6,592,765	7,154,050	260,658	472,111	3,953,570	39,209,873
OTHER SOURCES										
Other Financing Sources	-	6,355,000					1,000,000			7,355,000
Interfund Transfers	590,750	542,255	-	-	3,080,425	-	1,666,894	77,500		5,957,824
TOTAL REVENUE & OTHER SOURCES	13,409,238	9,218,181	2,548,212	3,089,093	9,673,190	7,154,050	2,927,552	549,611	3,953,570	52,522,697
TOTAL AVAILABLE RESOURCES	\$ 17,524,859	\$ 9,476,701	\$ 5,444,581	\$ 5,776,545	\$ 13,808,032	\$ 11,069,696	\$ 26,030,636	\$ 3,379,007	\$ 9,362,895	\$ 101,872,952
EXPENDITURES:										
GENERAL GOVERNMENT	5,325,264			15,000	-	-	356,788			5,697,052
PUBLIC SAFETY	4,711,707			50,000	-	-	15,032			4,776,739
DEVELOPMENT SERVICES	1,272,127			-	-	-	-			1,272,127
COMMUNITY SERVICES	1,845,035		-	288,778	-	-	-			2,133,813
UTILITIES				15,000	4,107,961	7,234,857	-			11,357,818
DEBT SERVICE		9,352,157		-	2,174,352	168,238	453,067		447,012	12,594,826
ECONOMIC DEVELOPMENT	126,651		2,135,757	-	-	-	319,055		2,209,079	4,790,542
CAPITAL OUTLAY				2,568,040	518,900	300,000	24,858,038	284,762	2,475,000	31,004,740
TOTAL EXPENDITURES	13,280,784	9,352,157	2,135,757	2,936,818	6,801,213	7,703,095	26,001,980	284,762	5,131,091	73,627,657
OTHER USES										
Interfund Transfers	645,894	-	542,255	898,250	2,185,176	652,750	1,021,000	-	-	5,945,324
TOTAL EXPENDITURE & OTHER USES	13,926,678	9,352,157	2,678,012	3,835,068	8,986,389	8,355,845	27,022,980	284,762	5,131,091	79,572,981
ENDING FUND BALANCES	\$ 3,598,181	\$ 124,544	\$ 2,766,569	\$ 1,941,477	\$ 4,821,643	\$ 2,713,851	\$ (992,344)	\$ 3,094,245	\$ 4,231,804	\$ 22,299,971



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 9A

TITLE:

Consider action to approve Resolution No. R-2021-89 approving a third amendment to the Destination and Marketing Services Agreement; attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Rebecca Gleason, Assistant City Manager for Community Engagement

BACKGROUND/HISTORY:

The original contract was approved on September 12, 2017. There was a first amendment approved January 15, 2020. There was a second amendment November 10, 2020. The third amendment is related to changes requested by Visit Bastrop at the August 30, 2021 at the Joint Visit Bastrop and City of Bastrop Council Meeting. The requested changes for Council consideration are as follows:

1. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (i) is amended as follows:

- In August of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This plan and proposed budget will be presented publicly as part of a Joint City Council meeting to be held no later than the third Monday in August for the upcoming year.
- In addition, Visit Bastrop shall present to the City Council a Mid-Year Report which shall include a review of the year thus far and plans for the rest of the fiscal year at the second City Council meeting in April or the next available meeting as determined by the City Manager.
- In October of each year, Visit Bastrop shall present an end of year presentation to present a recap of accomplishments for the previous fiscal year at the second City Council meeting in October or the next available meeting as determined by the City Manager.

2. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", item (ii) is amended as follows.

- Provide written quarterly reports to City Council through the City of Bastrop Quarterly Report. The data, layout, and items reported on shall be decided in

conjunction with the City of Bastrop to ensure both parties are confident the reported data will give City Council an accurate snapshot of activities and level of success.

3. That Section I. "Term", Paragraph 1.1 "Term", shall have the following clause added:

- The term of this Agreement, that commenced on October 1, 2017 between the City of Bastrop, a Texas municipal corporation, and Visit Bastrop, a Texas non-profit corporation, shall be extended for an additional five (5) years, beginning on September 30, 2022 and ending on September 20, 2027, with an extension option of up to 5 years from the end of the next Term, unless such agreement is terminated pursuant to Article VII of the original contract, as attached here as "Exhibit A".

FISCAL IMPACT:

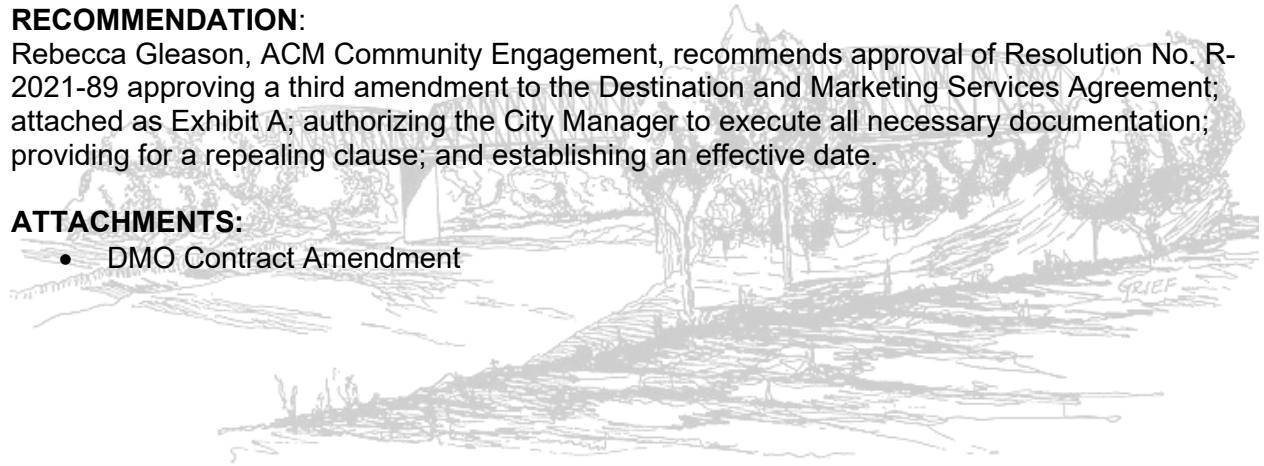
N/A

RECOMMENDATION:

Rebecca Gleason, ACM Community Engagement, recommends approval of Resolution No. R-2021-89 approving a third amendment to the Destination and Marketing Services Agreement; attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- DMO Contract Amendment



RESOLUTION NO. R-2021-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A THIRD AMENDMENT TO THE DESTINATION AND MARKETING SERVICES AGREEMENT; ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors signed the First Amendment to the Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop on 15th of January, 2020, as provided herein; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors signed the Second Amendment to the Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop on 10th of November, 2020, as provided herein; and

WHEREAS, the Visit Bastrop Board of Directors requested a third amendment to the terms of the Agreement on August 30th, 2021, as provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

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

Section 1: The City hereby approves this third amendment to the Agreement, attached as Exhibit A.

Section 2: The City Manager is hereby authorized to execute all necessary documents between the City of Bastrop, Texas and Visit Bastrop.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop, Texas
this 11th day of November 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**THIRD AMENDMENT TO
DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF
BASTROP, TEXAS, AND VISIT BASTROP**

This Agreement is made as of this 11th day of November 2021, by and between the City of Bastrop, Texas ("City"), a Texas municipal corporation, and Visit Bastrop ("Visit Bastrop"), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, acting by and through their authorized representatives.

WHEREAS, the City and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved minor amendments to the terms of the Agreement on September 9, 2019; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a first amendment to the terms of the Agreement on January 15, 2020; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a second amendment to the terms of the Agreement on November 10, 2020, as provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (i) is amended as follows:

- In August of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This plan and proposed budget will be presented publicly as part of a Joint City Council meeting to be held no later than the third Monday in August for the upcoming year.
- In addition, Visit Bastrop shall present to the City Council a Mid-Year Report which shall include a review of the year thus far and plans for the rest of the fiscal year at the second City Council meeting in April or the next available meeting as determined by the City Manager.
- In October of each year, Visit Bastrop shall present an end of year presentation to present a recap of accomplishments for the previous fiscal year at the second City Council meeting in October or the next available meeting as determined by the City Manager.

2. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", item (ii) is amended as follows.

- Provide written quarterly reports to City Council through the City of Bastrop

Quarterly Report. The data, layout, and items reported on shall be decided in conjunction with the City Manager to ensure both parties are confident the reported data will give City Council an accurate snapshot of activities and level of success.

3. That Section I. "Term", Paragraph 1.1 "Term", shall have the following clause added:

- The term of this Agreement, that commenced on October 1, 2017 between the City of Bastrop, a Texas municipal corporation, and Visit Bastrop, a Texas non-profit corporation, shall be extended for an additional five (5) years, beginning on September 30, 2022 and ending on September 30, 2027, with an extension option of up to 5 years from the end of the next Term that can be mutually agreed upon prior to the expiration, unless such agreement is terminated pursuant to Article VII of the original contract, as attached here as "Exhibit A".

4. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Bastrop County, Texas. This Agreement is performable in Bastrop County, Texas.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7. This Agreement amends and supersedes only those specific enumerated provisions of the Destination and Marketing Services Agreement between the City of Bastrop, Texas, and Visit Bastrop, as amended the balance of which remains unaffected by the amendments set forth herein.

8. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein may not be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9. The Agreement, as heretofore amended, shall continue in full force and effect except as amended herein.

EXECUTED in duplicate originals this the 11th day of November 2021.

CITY OF BASTROP, TEXAS

By: _____
Paul A. Hofmann, City Manager

ATTEST

By: _____
Ann Franklin, City Secretary

VISIT BASTROP

By: _____
Susan Smith, President/Chief Executive Officer



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution R-2021-105 of the City Council of the City of Bastrop, approving the adoption of the Texas Opioid Abatement Fund Council and settlement allocation, attached as Exhibit A; providing for a repealing clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

On May 15, 2018, Texas filed a lawsuit against Purdue Pharma for violating state laws against deceptive trade practices and misrepresentation. On September 4, 2019, Attorney General Paxton filed a civil Medicaid fraud lawsuit against Johnson & Johnson for misrepresentations made to the Texas Medicaid program regarding their opioid manufacturing. Later that same month, Purdue Pharma filed for Chapter 11 bankruptcy. Over the next year, Attorney General Paxton and other states entered into a settlement with McKinsey (a consulting firm that assisted Purdue Pharma and others with marketing of prescription opioids) and Mallinckrodt, the largest opioid manufacturer in the United States, for over \$2 billion in total.

On July 23, 2021, Attorney General Ken Paxton announced global settlements had been reached with large entities involved in the manufacture and distribution of these deadly drugs. The first settlement was for \$26 billion to be paid by three major opioid distributors (McKesson, Cardinal Health, and Amerisource Bergen) and opioid manufacturer Johnson & Johnson.

For the City, this could result in receiving a significant amount of funds. Once the City Council has passed the resolution adopting the Texas Term Sheet and electing to participate in the Subdivision Settlement Participation Forms, the City will receive the funds allocated to it in the first pool of settlement funds. *The current amount awarded to the City of Bastrop from the first pool of money is \$46,320.* Afterward, the City may propose programs and/or projects to the Texas Opioid Council, which if approved, would be funded by monies in the second pool of settlement funds. This second pool of settlement funds is allocated via Health Care Regions, wherein Bastrop County has been grouped with Caldwell, Fayette, Hays, Lee, and Travis Counties. Together, this group has been allocated \$50,489,691 from the settlement funds.

RECOMMENDATION:

Tracy Waldron, Chief Financial officer recommends approval of Resolution R-2021-105 of the City Council of the City of Bastrop, approving the adoption of the Texas Opioid Abatement Fund Council and settlement allocation, attached as Exhibit A; providing for a repealing clause; and providing for an effective date.

ATTACHMENTS:

- Resolution R-2021-105

RESOLUTION NO. R-2021-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE ADOPTION OF THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATIION; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas 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 additions and overdoes; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City of Bastrop, Texas (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 Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Council and the State of Texas have recommended that the City Council of the City of Bastrop, Texas, support the adoption and approval of the Texas Term Sheet in its entirety.

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

Section 1: Support the adoption and approval of the Texas Term Sheet in its entirety, attached as Exhibit A; and

Section 2: 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 of Bastrop, Texas; and
- b. The City Council of the City of Bastrop, Texas supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit "A". The City Council of the City of Bastrop, Texas, understands that the purpose of the Texas Term Sheets 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 defined therein. 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 and effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 9th day of November, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

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 Sheets (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 152nd 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 the 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 of four representatives for each of the (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), Terrance 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.
9. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketing, promoted, distributed or dispensed.

11. "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.

12. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which as 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 crises 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 to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C 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 documents, 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 Subdivisions 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 the 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 and Subdivision's right 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 the 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 Subdivisions 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 Subdivisions 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

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 with 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.

1. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
2. 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.
3. 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.

4. 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.

B. 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 day of May, 2020.

FOR THE STATE OF TEXAS:

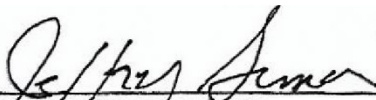
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KENNETH PAXTON, JR.
ATTORNEY GENERAL

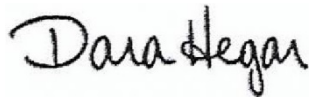
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



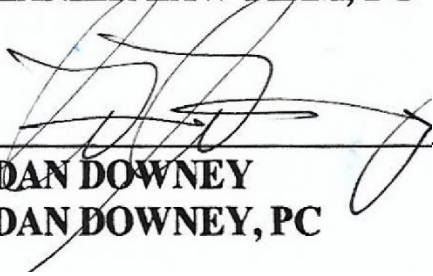
MIKAL WATTS WAITS
GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

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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	Mertzon	\$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
Broadbudd	\$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	\$385	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
Douglassville	\$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
Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, 1 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 Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	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	
1	\$65,538,414 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
1	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.

ATTACHMENT “2”

EXHIBIT K

Settlement 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 July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen 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 Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen 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 Janssen 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 Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (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 Janssen 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 any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen 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 Janssen Settlement.

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

Subdivision Settlement 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 July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor 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 Distributor 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 Distributor 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 Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, 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 Distributor 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 any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor 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 Distributor Settlement.
10. In connection with the releases provided for in the Distributor 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, and 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 Distributor Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT “3”

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-parent dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication– Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal

abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co- occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to

support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter

opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
 8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
1. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



STAFF REPORT

MEETING DATE: November 09, 2021

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2021-107 of the City Council of the City of Bastrop, Texas, approving an annual task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Seventeen Thousand Four Hundred Twenty Dollars (\$117,420.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:

The City of Bastrop hired MWM DesignGroup as part of the Request for Qualifications (RFQ) process completed in July 2018. In response to H.B. 3167, the City has restructured development related operations to accommodate these state law changes.

Rather than hire an “in-house” City Engineer, Staff believes this position could be better managed by outsourcing. Therefore, the attached task order with MWM DesignGroup will appoint Tony Buonodono as City Engineer. By doing so, the City development and engineering team can be scalable, depending upon the level of activity from month to month, and have the ability to act quickly in the required 30-day timeframes, when needed. The City will only pay for City Engineering services when we need them.

The attached task order also provides a list of tasks for the City Engineer including assisting with civil engineering, plan review, and project management. Mr. Buonodono will have a city email, that forwards to his business email address, allowing him to conduct City business using City email. This email address will capture all city-related emails on the City’s servers for record retention purposes.

FISCAL IMPACT:

MWM is being funded by professional services from engineering budget and water & wastewater budget, and also directly out of capital project funds.

RECOMMENDATION:

Consider action to authorize the approval of the Resolution No. R-2021-107 of the City Council of the City of Bastrop, Texas, approving an annual task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Seventeen Thousand Four Hundred Twenty Dollars (\$117,420.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Task Order/Scope of Work
- Exhibit B: Resolution No. R-2021-107

RESOLUTION NO. R-2019-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TASK ORDER WITH MWM DESIGNGROUP TO PROVIDE THE SERVICES OF CITY ENGINEER IN THE AMOUNT OF ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$117,420.00); ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of proper plan review; and

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on the standardization of plan review; and

WHEREAS, the City of Bastrop approved a list of qualified engineers on July 10, 2018 by Resolution R-2018-54; and

WHEREAS, the City of Bastrop chooses to approve the attached task order shown as Exhibit A; and

WHEREAS, the City Council understands the importance of providing timely and high quality development review; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions.

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

Section 1. That the City Council has found this task order to be in the best interest of the City of Bastrop, Texas and approves this task order, as attached in Exhibit A, proving the required duties of the City Engineer.

Section 2. The City Council authorizes the City Manager to execute all necessary documents related to this task order, as attached in Exhibit A.

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 9th day of November 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**TASK ORDER
SCOPE OF SERVICES**

**CITY OF BASTROP
CITY ENGINEER AND DEVELOPMENT REVIEW SERVICES**

The City of Bastrop (City) has requested a proposal from MWM DesignGroup (MWM) to act as the City Engineer for a third year and to review development submittals as part of the Development Review Committee (DRC) and to provide other City Engineer related tasks as requested. Tony Buonodono will be assigned as the City Engineer.

This work will be performed as a Task Order under the Engineering Service Agreement approved by City Council on March 12, 2019. MWM understands that this scope of services will be in place for twelve months with options to renew and/or renegotiate based on services needed, including standard increases in hourly rates.

MWM understands that plat/plan timelines specified in HB 3167 from the 2019 Texas Legislative Session will be followed unless the applicant submits a waiver that is accepted by the City.

A detailed description of the scope of services is presented below.

SCOPE OF SERVICES

City Engineer

Task 1: Project Management and Review Coordination

MWM will perform project management duties including periodic status reports as requested and monthly invoices to cover work completed to date. MWM will also provide coordination and staff allocation to perform reviews of DRC submittals.

Task 2: Development Review Committee Reviews and Meetings

MWM will review development submittals provided to the DRC as the City Engineer and will attend and participate in Development Review Coordination meetings weekly with each meeting having a duration of up to 4 hours (anticipated to be a half day every Thursday). Meetings will be virtual and/or in person as conditions allow. MWM anticipates that the meetings will be consist of discussion of reviews and comments for development submittals under the purview of the DRC and/or City Engineer including, but not limited to Drainage Plans, Public Improvement Plans, Site Plans, Plats, Warrants, and Preliminary Infrastructure Plans.

Task 3: City Council Meetings

MWM will prepare staff reports and present items to the City Council related to the tasks performed by the City Engineer for up to 10 City Council Meetings.

Task 4: Other City Engineer Tasks

MWM will have a City of Bastrop email address that will be monitored by the City Engineer or Assistant City Engineer with emailed requests responded to promptly. MWM will stay informed with City business, perform periodic grant reviews, and assist with miscellaneous tasks related to the position of City Engineer. MWM understands that these tasks may include involvement with the Capital Improvements Plan (CIP) coordination and management. MWM anticipates these tasks having a duration of up to 15 hours per month.

EXCLUDED SERVICES

- Preparation of Capital Improvement Plan (CIP) or CIP Budget
- Preliminary and/or detailed design services
- Any other services not specifically described in the tasks above.

SCHEDULE OF COMPENSATION

City Engineer Services, Tasks 1-4 described above, will be provided on time and materials basis for an amount no to exceed of \$117,420.00 based on the attached standard hourly rate schedule for a duration of 12 months.

ATTACHMENTS

Attachment A: Fee Breakdown

Attachment B: Standard Hourly Rates

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:



Julia Harrod, P.E.
President

October 7, 2021
Date

MWM DesignGroup
305 E Huntland Dr., Suite 200
Austin, Texas 78752

Paul Hofmann
City Manager

Date

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

ATTACHMENT A

MWM DesignGroup Fee Breakdown Date: 10/7/2021 Project: Bastrop City Engineer Time and Materials			
TASK DESCRIPTION	LICENSED PROFESSIONAL / PMIV	TOTAL HOURS	TOTAL FEE
City Engineer			
Task 1: Project Management and Review Coord.	48	48	\$ 11,760.00
Task 3: DRC Reviews and Meetings (50)	200	200	\$ 49,000.00
Task 4: City Council Meetings (10)	40	40	\$ 9,800.00
Task 5: Other City Engineer Tasks (25/mo)	180	180	\$ 44,100.00
Subtotal	468	468	\$ 114,660.00
Reimbursable Expenses			
Mileage (approx. 60 trips * 80 miles * \$0.575/mi)			\$ 2,760.00
Subtotal			\$ 2,760.00
Summary			
Labor			\$ 114,660.00
Reimbursable Expenses			\$ 2,760.00
TOTAL			\$ 117,420.00



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2021-106 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Household Hazardous Waste Facility between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

The County will conduct three (3) collections. This facility is located at the Precinct 2 Road and Bridge Yard at the intersection of Taylor and 2nd street in Smithville.

At this time, annual commitments are:

- Bastrop County - \$10,000
- City of Bastrop - \$5,000

The County has also committed to providing the personnel and HAZWOPPER training necessary to conduct the collections. The monetary commitments are intended to cover disposal costs of the collections.

FISCAL IMPACT:

Funding for this program was included in the FY 2021-2022 Budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-82 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement for Operation and Maintenance of Bastrop County Reuse and Recycling Center between the City of Bastrop and Bastrop County, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Interlocal Agreement

RESOLUTION NO. R-2021-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE OF BASTROP COUNTY HOUSEHOLD HAZARDOUS WASTE FACILITY BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop has an interest in participating in the Bastrop County Household Hazardous Waste Facility; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the City of Bastrop is authorized to enter into this Agreement providing for the undertaking, administration and implementation of the Agreement.

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

Section 1: That the City Manager is hereby authorized to execute an Interlocal Agreement for Operation and Maintenance of Bastrop County Household Hazardous Waste Facility between City of Bastrop and Bastrop County, as attached as Exhibit A.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of November, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE OF
BASTROP COUNTY HOUSEHOLD HAZARDOUS WASTE FACILITY
BETWEEN **THE CITY OF BASTROP** AND BASTROP COUNTY

This Operation and Maintenance Agreement for the Bastrop County Household Hazardous Waste Facility (“*BCHHWF*”) is entered into by and between Bastrop County (“*Bastrop County*”) and **the City of Bastrop** (“*Bastrop*”)

RECITALS

WHEREAS, Bastrop County, a local political subdivision of the State of Texas and **the City of Bastrop** a local political subdivision of the State of Texas, hereby enter into this Interlocal Agreement (“*Agreement*”) for the purpose to cooperate, operate and maintain the facility in Bastrop County for the purpose of managing, storing, and disposing household hazardous waste; and

WHEREAS, the *BCHHWF* will serve and benefit the residents of **the City of Bastrop**; and

WHEREAS, Lee County (“*Lee County*”) will also enter into their own Interlocal Agreement with Bastrop County for the use of *BCHHWF*, together Bastrop County, Lee County, and the City of Bastrop will collectively be known as the “Participants” of the Agreement; and

WHEREAS, the City of Smithville (“*Smithville*”) will also enter into their own Interlocal Agreement with Bastrop County for the use of *BCHHWF*, together Bastrop County, Lee County, and the City of Smithville will collectively be known as the “Participants” of the Agreement; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the City of Bastrop is authorized to enter into this Agreement providing for the undertaking, administration and implementation of the Agreement; and

WHEREAS, **the City of Bastrop** desires to enter into this Agreement to provide the terms and conditions under which the *BCHHWF* will be operated.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **the City of Bastrop** agrees as follows:

1. Facility. For purposes of this Agreement, the term “Facility” means and includes real property, buildings, equipment and other property located at 911 South MLK, Smithville, Texas 78957.
2. Allocation of Operation and Maintenance Costs. Each Participant under this ILA confirms and agrees that they shall contribute money for the cost of operating and maintaining the *BCHHWF* annually for the term of this Agreement:

Bastrop County contribution: \$10,000 per year
the City of Bastrop contribution: \$5,000 per year

3. Establishment of Funds. Bastrop County agrees to establish a “*Facility Fund*” (defined herein) as provided in this Section:
 - a. The Facility Fund shall hold and reserve funds to pay for the operation and maintenance of the Facility (“*Facility Costs*”). The Facility Fund shall be administered by Bastrop County through the general fund.
 - b. The Facility Administrator is the Bastrop County Auditor. The Facility Administrator shall create a code for the Facility Fund and administer funds and pay bills. The depository at which the Facility Fund is held and the signatories on such Fund may be changed from time to time by the Administrator of that account; provided, however, that notice of such changes are reported to the Oversight Committee (defined herein) created under Section 7 of this Agreement.
 - c. All sums on deposit in the Facility Fund shall at all times either be insured by the Federal Deposit Insurance Corporation or collateralized in the manner required by Chapter 2257, Texas Government Code.
4. Facility Administrator.
 - d. **the City of Bastrop** agrees that a Bastrop County representative shall be the initial administrator of the Facility Fund (“*Facility Administrator*”).
 - e. The Facility Administrator shall have the responsibility and authority to establish the Fund as provided in Section 3, above, and to disburse funds from such Fund in the manner and for the purposes set forth in this Agreement. The Facility Administrator will have the duty to deposit all sums received from the Participants under this Agreement into the Facility Fund and to maintain proper books and records of that Fund. The Facility Administrator will secure and maintain insurance coverage. The cost of such insurance will constitute an expense of the Facility.
5. Budget. An annual budget for operation and maintenance (O&M) including any equipment needed shall be prepared and approved by the participants. **Within thirty (30) days of the start of each fiscal year, the participants shall deposit their allocated share with the Facility Administrator.**

If **the City of Bastrop** fails to timely deliver a Facility Fund Payment as required by this Section, then the Facility Administrator shall notify the other Participants as soon as practicable. A failure of the City of Bastrop to timely deliver the Facility Fund Payment shall constitute a default under this Agreement.
6. Accounting. The Facility Administrator shall maintain complete books and records showing all deposits into and expenditures of any nature from the Facility Fund, which books and records shall be deemed complete if kept in accordance with generally

acceptable accounting principles as applied to governmental entities in Texas. Such books and records shall be available for examination at the offices of the Facility Administrator by the duly authorized officers or agents of **the City of Bastrop** during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Facility Administrator shall maintain such books and records until at least four (4) years after completion of the Facility. If the Facility Administrator is changed by the Participants, all books and records relating to the Facility Fund shall be promptly turned over to the new Facility Administrator.

7. Oversight Committee.

- a. Committee Representatives. There is hereby established a standing advisory committee (the "*Oversight Committee*") consisting of one (1) representative of each Participant. The initial members of the Oversight Committee are:

Representative, Bastrop County
Representative, Lee County
Representative, City of Smithville
Representative, City of Bastrop

The participants may change its designated representative on the Oversight Committee by providing written notice to the other Participants in accordance with this Agreement.

- b. Meetings. Any member of the Oversight Committee may also request a meeting to consider issues related to this Agreement or to address other situations that need attention. The meetings shall be held at a time and place reasonably convenient for the Oversight Committee members.
- c. Purpose. The purpose of the Oversight Committee is to review, consider, and make recommendations to *BCHHWF* on all matters pertaining to the Facility, including, but not limited to, the Annual O&M Budget, expenditures of money from the Facility Fund and O&M Fund, scopes of work, actual costs compared to budgeted estimates, and any other matters relating to the Facility. Meeting minutes or a brief report summarizing each Oversight Committee meeting will be prepared and delivered to each member of the oversight committee by the Facility Administrator, or designee.
- d. Voting. Any recommendation or action of the Oversight Committee will require the affirmative vote of a majority of the Oversight Committee members at a meeting. Members may also vote by email, video-conference, or phone.
- e. Recommendations. All recommendations or actions of the Oversight Committee will be memorialized in writing and the Facility Administrator or designee shall provide a copy of such written recommendation to all of the members.

8. Operations. Bastrop County shall also designate an Operations Manager (OM). The OM shall be responsible for developing the operation guidelines, schedules, waste handling, safety, spill prevention, security, and emergency response plans. The OM shall also be responsible for maintenance of the site and equipment.

The Facility shall be manned with properly trained personnel. Each participant shall have at least two (2) persons trained and available to staff the site when required on a part-time basis. Volunteers will also be used as needed.

9. Maintenance. The Operations Manager shall notify the Oversight Committee when maintenance or repair is required for the site or equipment and recommend action to be taken. The Oversight Committee will evaluate the options and approve any actions and expenditures above \$100.00.

10. Event of Default. Subject to the Force Majeure provisions of this Agreement, the following events, if not cured by the defaulting Participant within thirty (30) days of receipt of written notice from a non-defaulting Participant (the "*Cure Period*"), shall be considered a breach of this Agreement (each an "*Event of Default*");

- a. Failure to make payments or deposits in the amount or in the time period set forth in this Agreement; or
- b. Failure to comply with any other conditions or terms of this Agreement or to take any actions required by this Agreement.

If an Event of Default is not cured within the applicable Cure Period, then the dispute resolution provisions in Section 11 shall apply.

11. Dispute Resolution. The Participants agree to negotiate in good faith and attempt to resolve any dispute between them arising under this Agreement. If the Participants are unable to resolve the dispute or to agree on a course of action within thirty (30) calendar days after the end of the Cure Period, then they agree to submit the dispute to mediation. The cost of mediation will be divided equally among all the Participants. The burden of proof as to whether a Force Majeure Event has occurred or as to whether the Force Majeure Event has prevented performance is upon the defaulting Participant. The burden of proof as to whether an Event of Default has occurred or regarding a failure to cure is on the non-defaulting Participant. If the dispute is resolved by mediation, the relief obtained as a result of mediation is the exclusive remedy available to the Participants related to the Event of Default. If the dispute is not resolved within ninety (90) calendar days after submission of the dispute to a mediator, each Participant will have all rights and remedies which may be available under law and equity, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages or mandamus.

12. Force Majeure.

- a. Definition. Except as otherwise provided below, the term "*Force Majeure Event*" means any act or event, whether foreseen or unforeseen, that meets all three (3) of the following tests:

- i. The act or event prevents a Participant (the “*Nonperforming Participant*”), in whole or in part, from (i) performing its obligations under this Agreement; or (ii) satisfying any conditions precedent to the obligations of the other Participant or Participants (the “*Performing Participants*”, whether one or more) under this Agreement; and
- ii. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Participant; and
- iii. The Nonperforming Participant has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the generality of the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds and a Force Majeure Event does not excuse any obligation by either a Performing Participant or a Nonperforming Participant to make any payment or deposit required under this Agreement.

- c. Actions on Occurrence of Force Majeure Event. No later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Nonperforming Participant will furnish the Performing Participant with written notice describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Nonperforming Participant’s obligations under this Agreement. During the continuation of the Force Majeure Event, the Nonperforming Participant will furnish timely, regular written notices updating the information contained in the initial notice, and providing any other information that the Performing Participant reasonably requests. In addition, during the continuation of the Force Majeure Event, the Nonperforming Participant will exercise commercially reasonable efforts to overcome, mitigate or limit damages to the Performing Participant, continue to perform its other obligations under this Agreement (to the extent it is able), and cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires. When the Nonperforming Participant is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Participant written notice to that effect and will resume performance under this Agreement no later than five (5) business days after the notice is delivered.

- 13. Term. This Interlocal Agreement shall have a **three (3) year term**, beginning on the date last signed below. Ninety (90) days prior to the termination date all participants will be encouraged to extend the term for an additional three (3) years.

14. Miscellaneous

- a. Actions Performable; Venue. All actions to be performed under this Agreement are performable solely in Bastrop County, Texas. Venue for any action arising under this Agreement will be in Bastrop County, Texas.

- b. Governing Law. The Participants agree that this Agreement has been made under the laws of the State of Texas in effect on the Effective Date, and that any interpretation of this Agreement at a future date will be made under the laws of the State of Texas.
- c. Severability/No Waiver. If a provision of this Agreement is finally declared void illegal, or unenforceable by any court or administrative agency having jurisdiction; the remaining provisions will not be affected, but will continue in effect as nearly as possible in accordance with the original intent of the Participants. Any failure by a Participant to insist upon strict performance by another Participant of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Participant may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- d. Complete Agreement/Amendment. This Agreement, including the attached exhibits, represents the complete agreement of the Participants and supersedes all prior written and oral agreements or understandings related to the subject matter of this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written agreement of all of the Participants.
- e. Exhibits; Headings, Construction and Counterparts. All schedules and exhibits, if any, referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender include the feminine or neuter, and the singular includes the plural, and vice-versa. The Participants acknowledge that each of them have been actively and equally involved in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Participant will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.
- f. Notice. All notices under this Agreement must be in writing. Any notice given under this Agreement must be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Participant to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Participant to be notified and with all charges prepaid; (iii) by personally delivering it to the Participant, or any agent of the Participant listed in this Agreement; or (iv) by facsimile or (v) by email, and if by email, a confirming copy must also sent by first class United States Mail.

For purposes of notice, the addresses of the Participants will, until changed as provided below, be as follows:

Bastrop County:

Name: County Judge
Address: 804 Pecan Street, Bastrop, TX 78602
Phone: 512-332-7201
Fax: 512-581-7103
Email: purchasing@co.bastrop.tx.us

Lee County:

Name: County Judge
Address: 200 S Main St., STE 107, Giddings, TX 78942
Phone: 979-542-3178
Fax: 979-542-2988
Email: paul.fischer@co.lee.tx.us

City of Smithville:

Name: City Manager
Address: 317 Main St., P.O. Box 449, Smithville, TX 78957
Phone: 512-237-3282
Fax:
Email: citymanager@ci.smithville.tx.us

City of Bastrop:

Name: City Manager
Address: 1311 Chestnut Street, Bastrop Texas 78602
Phone: 512-332-8800
Fax: 512-332-8819
Email: phofmann@cityofbastrop.org

Each Participant may change its respective contact and address to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Participants.

- g. Assignment. This Agreement is not assignable by any Participant without the prior written consent of all other Participants. The foregoing will not be deemed to prohibit a Participant's Percentage Share being transferred by operation of law to a successor of a Participant upon dissolution of that

Participant under the Texas Water Code, and this Agreement will be binding upon and inure to the benefit of any such successor.

- h. Authority. Each Participant represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a Participant represents that he or she is an authorized representative of and has the authority to sign this document on behalf of the respective Participant.
- i. Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be extended to the next day that is not a Saturday, Sunday or legal holiday.
- j. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Participants may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Participants agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Participants shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.
- k. Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal person other than the Participants, any right, remedy, or Claim under or by reason of this Agreement; or any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Participants shall be for the sole and exclusive benefit of the Participants. Nothing in this Agreement is intended to interfere with any agreements of any Participant with any third party.

The Bastrop County and **the City of Bastrop** have executed this Agreement as of the date(s) indicated below.

Signatures:

Bastrop County

By: 
Name: Paul Pape
Title: Bastrop County Judge

Date: 10/25, 2021

City of Bastrop

By: _____
Name: **Paul Hofmann**
Title: **City Manager**

Date: _____, 2021



STAFF REPORT

MEETING DATE: November 9, 2021

AGENDA ITEM: 9E

TITLE:

Consider action to approve the first reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00); repealing all resolutions in conflict; providing an effective date; and move to include on the December 14, 2021, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:

The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The project will create additional shovel-ready sites in the Park at an estimated cost of \$800,000 to \$1,000,000.

The BEDC Board of Directors approved funding this infrastructure project at a special board meeting on November 5, 2021. The BEDC has approximately \$200,000 in remaining bond funds for 2013 that can be used for this project. A budget amendment will be needed for the balance of the funds required.

FISCAL IMPACT:

Budget Amendment will be requested at the December 14th Council Meeting

RECOMMENDATION:

Genora Young, BEDC Interim Executive Director recommends approval of the first reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00); repealing all resolutions in conflict; providing an effective date; and move to include on the December 14, 2021, Consent Agenda for second reading.

ATTACHMENT:

- Draft Resolution

RESOLUTION NO. R-2021-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT FUNDS FOR AN INFRASTRUCTURE PROJECT IN THE BASTROP BUSINESS AND INDUSTRIAL PARK IN AN AMOUNT NOT TO EXCEED ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00); REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code, Section 501.103 authorizes the expenditure of Bastrop Economic Development Corporation ("BEDC") funds for a project that the BEDC's Board of Directors determines to be necessary and suitable to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, the Texas Local Government Code, Section 505.158(a) authorizes a Corporation created by a municipality of 20,000 or less to fund a project that includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Corporation's Board of Directors to promote new or expanded business development; and

WHEREAS, the Board of Directors of the BEDC met on November 5, 2021, and took formal action making required findings, and supporting and authorizing funding for various Type B Corporation projects; and

WHEREAS, regarding one such project, after careful evaluation and consideration by the BEDC, it has determined that a project proposing to design and construct targeted infrastructure and improvements within the Bastrop Business and Industrial Park ("Project"), the scope of which includes, without limitation, the construction of a roadway and related infrastructure, is necessary and suitable to promote or develop new or expanded business enterprises and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, Section 505.158(b) of the Texas Local Government Code mandates that prior to the BEDC undertaking a project involving an expenditure by the BEDC of more than \$10,000, the City Council must adopt a Resolution authorizing the project, which Resolution must be read by the City Council on two separate occasions; and

WHEREAS, the City has reviewed the November 5, 2021, actions of the BEDC related to the Project noted herein, has considered and evaluated that Project, and has found it meritorious of the City Council's authorization and approval.

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

SECTION 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the Project, as authorized by the Texas Local Government Code, Sections 501.103 and 505.158.

SECTION 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the funding of the Project in an amount not to exceed \$1,000,000.00, as estimated and requested by the BEDC.

SECTION 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

SECTION 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 6. Two Readings Required. This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 9th day of November 2021.

READ and APPROVED on the Second Reading on the 14th day of December 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney