



**NOTICE OF REGULAR MEETING AGENDA  
LANCASTER CITY COUNCIL  
MUNICIPAL CENTER CITY COUNCIL CHAMBERS  
211 N. HENRY STREET, LANCASTER, TEXAS**

**Monday, February 13, 2023 - 7:00 PM**



**While one or more City Council Members may be present via video or audio link, a quorum of the City Council will be at the Municipal Center-City Council Chambers, as required by the Texas Open Meetings Act.**

**Please click the link below for forms:**

<https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation>

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/84051808168?pwd=bDICbGs1SWgwT0xXRTU2VWISTWhtZz09>

**The meeting will be broadcast live via video at the following address:**

<http://www.lancaster-tx.com/324/Watch-Meetings>

**7:00 P.M. REGULAR MEETING:**

**CALL TO ORDER**

**INVOCATION:** Lancaster Interdenominational Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Stanley Jaglowski

**PUBLIC TESTIMONY/CITIZENS COMMENTS:**

At this time, citizens who have pre-registered before the call to order will be allowed to speak on any matter for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

**CONSENT AGENDA:**

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Consider approval of minutes from the Regular Meeting(s) held on December 12, 2022, January 9, 2023 and the Special Work Session and Regular Meeting held on January 23, 2023.
2. Consider a resolution ratifying the terms and conditions of an Advanced Funding Agreement by and between the State of Texas (acting by and through the Texas Department of Transportation (TxDOT)) and the City of Lancaster to fund a Highway Blocking Vehicle.

3. Consider a resolution approving the terms and conditions of an agreement between Revenue Optimization Solutions, LLC and the City of Lancaster for services related to cost allocation and cost reporting services for the Texas Ambulance Service Supplemental Payment Program (TASSPP).
4. Consider a resolution for the City of Lancaster to participate in the proposed opioid settlements brought by the state of Texas and other jurisdictions against Allergan, CVS, Walgreens, and Walmart.
5. Consider a resolution ordering a General Election to be held on Saturday, May 6, 2023, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6 for a three-year term; providing for the publication and posting of notice; and providing for early voting dates, times and locations.

Considerar una resolución ordenando una elección general la cual se llevará a cabo el Sábado, 6 de Mayo del 2023, para la elección de los siguientes: Miembro del consejo del Distrito 2, Miembro del consejo del Distrito 4, y Miembro del consejo del Distrito 6 para un período de tres años; se dispone la publicación de la notificación; y el ofrecimiento de fechas, horarios y locaciones para votar de manera temprana.

#### **ACTION:**

6. Discuss and consider a resolution approving the terms and conditions of a renewal agreement for solid waste and disposal services with Community Waste Disposal, L.P. (CWD) to provide solid waste collection, hauling, and disposal for residential and commercial customers and recyclable materials collection processing and adopting rates for the City of Lancaster.

#### **EXECUTIVE SESSION:**

7. In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:
  1. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
  2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.
8. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

#### **ADJOURNMENT**

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**EXECUTIVE SESSION:** The City Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

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**ACCESSIBILITY STATEMENT:** Meetings of the City Council are held in municipal facilities that are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

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**PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.**

**CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.**


**PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.**

**CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.**

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#### **Certificate**

**I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on February 10, 2023, @ 7:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



Carey D. Neal, Jr.

Assistant City Manager

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

1.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):**

- Financially Sound Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- Professional and Committed City Workforce

**Submitted by:** Jennifer Avila, Deputy City Secretary

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### **Agenda Caption:**

Consider approval of minutes from the Regular Meeting(s) held on December 12, 2022, January 9, 2023 and the Special Work Session and Regular Meeting held on January 23, 2023.

### **Background:**

Attached for your review and consideration are minutes for the Regular Meeting(s) held on December 12, 2022, January 9, 2023 and the Special Work Session and Regular Meeting held on January 23, 2023.

### **Attachments**

December 12, 2022 Draft Minutes  
January 9, 2023 Draft Minutes  
January 23, 2023 Draft Minutes

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## **MINUTES**

### **LANCASTER CITY COUNCIL REGULAR MEETING OF DECEMBER 12, 2022**

**The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on December 12, 2022, at 7:00 p.m. with a quorum present to-wit:**

#### **Councilmembers Present (City Hall & Zoom):**

Mayor Clyde C. Hairston  
Carol Strain-Burk  
Stanley M. Jaglowski  
Marco Mejia  
Keithsha C. Wheaton  
Deputy Mayor Pro-Tem Mitchell Cheatham  
Mayor Pro-Tem Betty Gooden-Davis

#### **City Staff Present (City Hall & Zoom):**

Opal Mauldin-Jones, City Manager  
Sorangel O. Arenas, City Secretary  
David T. Ritter, City Attorney  
Carey Neal, Assistant City Manager  
Chris Youngman, Emergency Management Chief  
Dori Lee, Director of Human Resources  
Jermaine Sapp, Director of Equipment and Facility Services  
Lisa Wube, Director of Parks and Recreation  
Ray Silva-Reyes, Assistant City Manager  
Sam Urbanski, Police Chief  
Shane Shepard, Director of Economic Development  
Vicki Coleman, Director of Development Services  
Keturah Barnett, Assistant to the City Manager  
Ron Gleaves, IT Manager

#### **Call to Order:**

Mayor Hairston called the meeting to order at 7:00 p.m. on December 12, 2022.

#### **Invocation:**

Pastor John Richardson, Zion Chapel Primitive Baptist Church gave the invocation.

#### **Pledge of Allegiance:**

Deputy Mayor Pro-Tem Cheatham led the pledge of allegiance.

#### **Public Testimony/Citizen's Comments:**

Keith Barrett, 650 Ferris Rd. Lancaster, TX 75146, a representative from Air Force DFW wins, recognized, and presented certificates to the City of Lancaster, Lancaster Fire Department, Lancaster Emergency Medical Department, and the Lancaster Police Department.

Elder Carnelius Luis, 323 W. Park Place, Lancaster, TX 75134 representing Light House Chapel shared information regarding community events, programs, and the development center that the Light House Chapel offers.

Tasha LaFlore, 645 Francis St. Lancaster, TX 75146 acknowledged Assistant City Manager Ray Silva-Reyes and shared concerns about the homeless population, and abandoned buildings in the City of Lancaster.

Carey Neal, 211 N. Henry St., Lancaster, TX 75146 shared information regarding the annual "IT'S TIME TEXAS" community challenge.

Dori Lee, 211 N. Henry St. Lancaster, Texas; shared employee recognition from Paul Cooper, Chief Utility Relocation Manager of Dallas County Public Works gave recognition to Engineer Paul Hardy for the services he has provided to strengthen the bond between the City of Dallas and the City of Lancaster.

**Consent Agenda:**

- 1. Consider approval of minutes from the City Council Special Meeting held on November 7, 2022**
- 2. Consider a resolution approving the terms and conditions of an agreement with Paragon Multi Family Roofing Inc. through an Interlocal Agreement with The Interlocal Purchasing System (TIPS), in an amount not to exceed eighty-two thousand five hundred dollars and zero cents (\$82,500.00).**
- 3. Consider amending the Code of Ordinances, Chapter 10, Article 10.04 (Fire Code).**

**MOTION:** Councilmember Jaglowski made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve consent items C1 – C3 with the memorandum on item C3 mentioning the adopted version of the Code of Ordinance, Chapter 10, Article 10.04 (Fire Code) had a typographical error. The vote was cast 7 for, 0 against.

**Action:**

- 4. Discuss and consider a resolution ratifying a grant agreement between the Lancaster Economic Development Corporation and Saviana Winery, LLC in an amount not to exceed seventy-five thousand dollars (\$75,000), from funds collected from one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

Mayor Hairston shared action item 4 was pulled by the applicant.

**Public Hearing:**

- 5. Z22-13 Conduct a public hearing and consider a request to establish a Neighborhood Preservation Overlay on 79.44 acres. The properties are located west of the intersection of Bluegrove Road and Enchanted Lane. The properties are within the Enchanted Forest Addition in the City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that this item is to consider a request to establish a Neighborhood Preservation Overlay on 79.44 acres. Section 14.506 (C) (1) of the Lancaster Development Code adopted on April 24, 2006 states, "Within the City of Lancaster there are

many unique and distinctive residential neighborhoods which contribute significantly to the overall character and identity of the City. Enchanted Forest was established by plat on August 30, 1963. On May 27, 2022, 66 residents of the Enchanted Forest neighborhood submitted petitions to propose a Neighborhood Preservation Overlay (NPO). The purpose of the NPO as defined by the residents is to "preserve and enhance the Enchanted Forest neighborhood's unique character, and quality of life, and safeguard property value by imposing neighborhood-specific development standards that reflect the existing character of the single-family neighborhood." There are opportunities for infill development on the remaining 12 vacant lots. To ensure future development is calibrated appropriately to the existing residences, the neighborhood is requesting to establish an NPO to have design standards for new construction and rehabilitation of existing buildings or structures, to preserve the rural look and feel of the neighborhood. The initiation procedure states, "a zoning change application for designation as a Neighborhood Preservation Overlay shall be initiated at the request of owners representing 55% of the land area within the proposed Overlay or Request of 51% of property owners within the proposed Overlay. The signatures collected compose 66% of verified property owners within the Enchanted Forest Neighborhood, consenting to the NPO. On December 2, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. A sign was posted on the western edge of Enchanted Lane and notices were mailed to owners within 200 feet of the subject property. Staff has received 12 letters of support and 3 in opposition.

Daniel Holden, 1201 Shady Lane, Lancaster, TX 75146, a representative of this item shared a presentation on the Enchanted Forest Neighborhood Preservation Overlay Proposal.

Councilmember Mejia expressed his appreciation for the presentation and questioned if there is existing protection for established homes being demolished. Councilmember Mejia also shared his opinion on the Square Footage of the homes being built.

Deputy Mayor Pro-Tem Cheatham shared how beautiful the Enchanted Forest Neighborhood had become.

Councilmember Jaglowski commends the Enchanted Forest Neighborhood Representative and thanked staff for the cooperation they provided to Enchanted Forest.

Councilmember Strain-Burk also shared her commendation on the neighborhood's tenacity in preserving the neighborhood.

Mayor Hairston opened the public hearing.

No Speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to close the public hearing. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 5. **The roll call vote** was cast 7 for, 0 against.

- 6. M22-29 Conduct a public hearing and consider several exception requests on the property addressed as 3200 West Pleasant Run Road for a mixed use development. The property is known as Lot 1, Block 1, out of the Gateway Plaza East Addition, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that this item is to consider several exception requests on the property addressed as 3200 West Pleasant Run Road for a mixed-use development. The property is known as Lot 1, Block 1, out of the Gateway Plaza East Addition, City of Lancaster, Dallas County, Texas. The subject property is currently split-zoned Commercial Highway (CH) and Single-Family Residential (SF-5) within the Medical District Corridor and Mixed Density Residential sub-districts, within the Medical District Overlay. The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Mixed Use. The proposed restaurant, office, retail, and apartment uses are consistent with the Comprehensive Plan. The applicant is proposing to re-develop the site for commercial, office, and apartment use within the Medical District Corridor. The site will be developed into phases; phase I will include the existing bank and office building and the applicant proposes building two small restaurant kiosks. Phase II will be new development located towards the rear of the site and will include commercial, office, and multi-family uses. The Exceptions are as follows; Building Setbacks, Lot Coverage, Height, Building Corner Treatment, Building Articulation, Roof Line Articulation, Primary Cladding Materials, Material Transitions around Corners, Surface Parking Perimeter Screening, Parking End Caps, and Landscape Medians. Staff recommends denial of the requests for the following reasons: The proposed minimum living area does not meet the Medical District Overlay requirement nor does it meet the Council's vision. The Overlay already provides flexibility (600 sq. ft for studios and 750 sq. ft. for 1 bedroom) of a reduced minimum living area size. Staff met with the developer to discuss the Council's vision for higher-quality material for phase II of the project; however, the developer was not amenable to adding higher-quality material to phase II. On November 4, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to all property owners that are within 200 feet of the subject site, in addition to a sign being posted on the property. Staff has not received letters of support or opposition.

Mayor Hairston opened the public hearing.

Monte Anderson, 100 S. Main St, Duncanville, TX, 75137, the applicant gave a presentation on Item 6.

Councilmember Jaglowski, questioned if the buildings would be retail or living spaces and could a mixture of square footage be given.

Applicant Anderson clarified the buildings would be a combination of retail and living spaces. The applicant shared that higher square footage would not be in the best interest of the budget they have in mind.

Councilmember Jaglowski responded that the City of Lancaster's vision is for bigger homes and is concerned about the size and building materials that will be done with this project.

City Manager Mauldin-Jones noted that staff strove to work with the building developers to address City Council concerns but was rejected by the developers.

City Attorney Ritter clarified that a Development Agreement was being proposed but staff did not receive elevation images for Phase II. However, the elevation images were provided today.

Councilmember Mejia expressed to the applicant the desire for a signed development agreement.

Applicant Anderson stated that he would remove the living residential side from the building and leave it for retail to avoid complications.

Mayor Hairston asked the City Attorney Ritter if this item should be tabled, because of request and proposed changes.

City Attorney Ritter clarified that a Development Agreement would be the next step to avoid any future complications.

Deputy Mayor Pro-Tem, Cheatham shared his concerns regarding the square footage of each residential space.

Applicant Anderson asked for clarification on what the City Council is looking for and further elaborated that the larger spaces are not financially the best option.

Rick Adamski, 701 Elsbeth St. Dallas, TX 75208, shared that he is working with the applicant and suggested that Phase I be approved, and then Council could have a conversation about Phase II.

Josh Allen, 1300 S. Polk St. Dallas, TX 75224, the architect of the applicant shared his support for this item.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to table item 5 until the January 9, 2023, Regular Meeting. **The roll call vote** was cast 7 for, 0 against.

### **Action**

#### **7. Discuss and consider confirmation of Civil Service Commission appointment as designated by the City Manager.**

Mayor Hairston shared City Manager Mauldin-Jones's request reappointment of Audley Logan to the Civil Service Commission.

|                                        |                            |                                 |
|----------------------------------------|----------------------------|---------------------------------|
| <b><u>Civil Service Commission</u></b> | <b><u>Term Expires</u></b> |                                 |
| Audley Logan                           | 2024                       | Reappointment, regular position |

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to accept reappointments for item 7. The vote was 7 for, 0 against.

#### **8. Discuss and consider confirmation of nominations made by the Mayor for appointments to the City of Lancaster Zoning Board of Adjustment.**

Mayor Hairston nominated to re-appoint the following members: Darlene Webb, and Vanessa Obi for the regular positions with a term expiring 2024 and Shay Kennedy for the alternate position with a term expiring 2023.

| <u>Civil Service Commission</u> | <u>Term Expires</u> |                                 |
|---------------------------------|---------------------|---------------------------------|
| Darlene Webb                    | 2024                | Reappointment, regular position |
| Vanessa Obi                     | 2024                | Reappointment, regular position |
| Shay Kennedy                    | 2023                | Appointment, alternate position |

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to accept nominations for item 8. The vote was cast 7 for, 0 against.

**9. Discuss and consider the annual appointments to the City of Lancaster Boards and Commissions.**

**Airport Advisory Board**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Gary Wilson for the regular position and William Newton as alternate with terms expiring 2024 and 2023 to the Airport Advisory Board. The vote was cast 7 for, 0 against.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to nominate Sedrick Butler for the vacant regular position with a term expiring in 2024 to Airport Advisory Board. The vote was cast 7 for, 0 against.

**Animal Shelter Advisory Committee**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Dr. Caroline Brown for the veterinary position with a term expiring in 2024 the Animal Shelter Advisory Committee. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to nominate Tiffany McKee for the vacant regular position with a term expiring in 2024 the Animal Shelter Advisory Committee. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to nominate Christy Boyd as an alternate with a term expiring 2023 to the Animal Shelter Advisory Committee. The vote was cast 6 for, 0 against, 1 abstain. [Cheatham]

**Capital Advisory Committee**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to nominate Lynne Turner for the ETJ position with a term expiring in 2024 to the Capital Advisory Committee. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to nominate Sherita Haggerty for the realtor position with a term expiring in 2024, in the Capital Advisory Committee. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to nominate Knijnski Mathonican for the vacant alternate position with a term expiring 2023 to the Capital Advisory Committee. The vote was cast 7 for, 0 against.

#### **Economic Development Corporation Board (4A)**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Ellen Clark, Ted Burk, and Octavia Giadolor for reappointment with terms expiring in 2024 to the Economic Development Corporation Board. The vote was cast 6 for, 0 against, 1 abstain. [Wheaton]

Mayor Hairston mentioned that the Historic Landmark Preservation Committee wishes to interview potential board members.

#### **Lancaster Recreational Development Corporation (4B)**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to reappoint Latitia Carter, Linda Halton, and Sheila Wilson for reappointment with terms expiring in 2024 to the Lancaster Recreational Development Corporation. The vote was cast 7 for, 0 against

#### **Lancaster State Auxiliary Museum Advisory Board**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to move alternate position Elizabeth Richardson to the regular position and reappoint Wynter Dalton to the alternate position with terms expiring 2024 and 2023 to the Lancaster State Auxiliary Museum Advisory Board.

**MOTION:** Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Wheaton to nominate Saran Sanchez as the alternate position with term expiring 2023 to the Lancaster State Auxiliary Museum Advisory Board. The vote was cast 7 for, 0 against.

#### **Library Advisory Board**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Angela McCowan and move David Birge to a regular position with term expiring in 2024 to the Library Advisory Board. The vote was cast 7 for, 0 against.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Mejia to nominate Shannon Bell for the alternate position with terms expiring 2023 to the Library Advisory Board. The vote was cast 7 for, 0 against.

#### **Park and Recreation Advisory Board**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to reappoint Jerry Giles, France Allen to the regular position, and Kenneth King as the alternate position with terms expiring 2024 and 2023 to the Park and Recreation Advisory Board. The vote was cast 7 for, 0 against.

#### **Planning and Zoning Commission**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to reappoint Spencer Hervey and Taryn Walker to regular positions with term expiring in 2024 to the Planning and Zoning Commission. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Strain-Burk made a motion to nominate Joel Chambers for the alternate position.

**MOTION:** Councilmember Jaglowski made a motion to nominate Shannon Collins for the alternate position.

**MOTION:** Deputy Mayor Pro-Tem Cheatham made a motion to nominate Carlos Gray for the alternate position.

**The roll call vote** was cast 4 for, 3 against [Hairston, Wheaton, Cheatham] to appoint Shannon Collins for the alternate position with term expiring 2023 to the Planning and Zoning Commission.

#### **Property Standards and Appeals Board**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to move Joyce Whitaker to a regular position with term expiring in 2024 to the Property Standards and Appeals Board. The vote was cast 7 for, 0 against.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion to nominate Pamela Yeargin for the second regular position.

**MOTION:** Councilmember Strain-Burk made a motion to nominate Kevin Allan for the second regular position.

**MOTION:** Councilmember Jaglowski made a motion to nominate Andre Lindsey for the second regular position.

**The roll call vote** was cast 4 for, 3 against [Hairston, Strain-Burk, Jaglowski] to appoint Pamela Yeargin for the second regular position with a term expiring 2024 to the Property Standards and Appeals Board.

**MOTION:** Councilmember Strain-Burk made a motion to nominate Kevin Allen for the alternate position.

**MOTION:** Councilmember Jaglowski made a motion to nominate Andre Lindsey for the alternate position.

**The roll call vote** was cast 5 for, 2 against [Jaglowski, Wheaton] to appoint Kevin Allen for the alternate position with term expiring 2023 to the Property Standards and Appeals Board.

#### **Youth Advisory Committee Adult Sponsor**

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to reappoint Judith Osegueda for the regular position with term expiring 2024 to the Youth Advisory Committee Adult Sponsor. The vote was cast 7 for, 0 against.

#### **Airport Advisory Board**

|                | <b><u>Term Expires</u></b> |                                 |
|----------------|----------------------------|---------------------------------|
| Sedrick Butler | 2024                       | Reappointment, regular position |
| Gary Wilson    | 2024                       | Reappointment, regular position |
| William Newton | 2023                       | Appointment, alternate position |

#### **Animal Shelter Advisory Committee**

|                          | <b><u>Term Expires</u></b> |                                 |
|--------------------------|----------------------------|---------------------------------|
| Dr. Caroline Brown - DVM | 2024                       | Reappointment, regular position |
| Tiffany McKee - Employee | 2024                       | Reappointment, regular position |
| Christine Boyd           | 2023                       | Appointment, alternate position |

**Capital Advisory Committee**

|                                |                                    |                                 |
|--------------------------------|------------------------------------|---------------------------------|
| Len Turner – ETJ               | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| Sherita Haggerty – Real Estate | 2024                               | Reappointment, regular position |
| Knijinski Mathonican           | 2023                               | Appointment, alternate position |

**Economic Development Corp.**

|                  |                                    |                                 |
|------------------|------------------------------------|---------------------------------|
| Ellen Clark      | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| Ted Burk         | 2024                               | Reappointment, regular position |
| Octavia Giadolor | 2024                               | Reappointment, regular position |

**Lancaster Recreational Development Corp. (4B)**

|                  |                                    |                                 |
|------------------|------------------------------------|---------------------------------|
| Latitia Carter   | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| Linda Halton     | 2024                               | Reappointment, regular position |
| Sheila L. Wilson | 2024                               | Reappointment, regular position |

**Lancaster State Auxiliary Museum Advisory Board**

|                      |                                    |                                 |
|----------------------|------------------------------------|---------------------------------|
| Elizabeth Richardson | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| Wynter M. Dalton     | 2024                               | Reappointment, regular position |
| Sara Sanchez         | 2023                               | Appointment, alternate position |

**Library Advisory Board**

|                |                                    |                                 |
|----------------|------------------------------------|---------------------------------|
| Angela McCowan | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| David Birge    | 2024                               | Reappointment, regular position |
| Shannon Bell   | 2023                               | Appointment, alternate position |

**Parks & Recreation Advisory Board**

|                |                                    |                                 |
|----------------|------------------------------------|---------------------------------|
| Jerry W. Giles | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| Frances Allen  | 2024                               | Reappointment, regular position |
| Kenneth King   | 2023                               | Appointment, alternate position |

**Planning & Zoning Commission**

|                 |                                    |                                 |
|-----------------|------------------------------------|---------------------------------|
| Spencer Hervey  | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
| Taryn Walker    | 2024                               | Reappointment, regular position |
| Shannon Collins | 2023                               | Appointment, alternate position |

**Property Standards & Appeals Board**

|                |                                    |                                 |
|----------------|------------------------------------|---------------------------------|
| Joyce Whitaker | <b><u>Term Expires</u></b><br>2024 | Appointment, regular position   |
| Pamela Yeargin | 2024                               | Appointment, regular position   |
| Kevin Allen    | 2023                               | Appointment, alternate position |

**Youth Advisory Committee Adult Sponsor**

|                 |                                    |                                 |
|-----------------|------------------------------------|---------------------------------|
| Judith Osegueda | <b><u>Term Expires</u></b><br>2024 | Reappointment, regular position |
|-----------------|------------------------------------|---------------------------------|

**Executive Session:**

10. In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:
  1. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning pending, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
  2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.
11. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

The City Council recessed for Executive Session at 9:20 p.m. and reconvened into open session at 9:47 p.m.

No action on item 10.

Mayor Hairston wished Councilmember Mejia a Happy Birthday.

**MOTION:** Councilmember Wheaton made a motion, seconded by Councilmember Strain-Burk to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 9:47 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

## **MINUTES**

### **LANCASTER CITY COUNCIL REGULAR MEETING OF JANUARY 9, 2023**

**The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on January 9, 2023, at 7:00 p.m. with a quorum present to-wit:**

#### **Councilmembers Present (City Hall & Zoom):**

Mayor Clyde C. Hairston  
Carol Strain-Burk  
Stanley M. Jaglowski  
Marco Mejia  
Keithsha C. Wheaton  
Deputy Mayor Pro-Tem Mitchell Cheatham  
Mayor Pro-Tem Betty Gooden-Davis

#### **City Staff Present (City Hall & Zoom):**

Opal Mauldin-Jones, City Manager  
Sorangel O. Arenas, City Secretary  
David T. Ritter, City Attorney  
Carey Neal, Assistant City Manager  
Chris Youngman, Emergency Management Chief  
Dori Lee, Director of Human Resources  
Lisa Wube, Director of Parks and Recreation  
Ray Silva-Reyes, Assistant City Manager  
Shane Shepard, Director of Economic Development  
Vicki Coleman, Director of Development Services  
Keturah Barnett, Assistant to the City Manager  
Ron Gleaves, IT Manager  
Reginald Lewis, Executive Assistant to the City Manager  
Marcus Talton, Assistant Police Chief

#### **Call to Order:**

Mayor Hairston called the meeting to order at 7:00 p.m. on January 9, 2023.

#### **Invocation:**

Reverend Mitchell Cheatham, Lancaster Interdenominational Ministerial Alliance gave the invocation.

#### **Pledge of Allegiance:**

Mayor Pro-Tem Gooden-Davis led the pledge of allegiance.

#### **Public Testimony/Citizen's Comments:**

Keturah Barnett, 211 N. Henry St. Lancaster, TX 75146, shared information regarding the upcoming Dr. Martin Luther King Jr. parade.

Kenitra Eagans, 267 Oakwood Dr. Lancaster, TX, 75146, shared information regarding the services the nonprofit "TO YOU FROM US" offers.

Tasha LaFlore, 645 Francis St. Lancaster, TX 75146, introduced her family and shared her gratitude to Assistant City Manager, Ray Silva-Reyes by presenting him a thank you card and plaque from their neighborhood.

Coy and Katrina Poitier, 1510 Rogers Ave, Lancaster, TX 75134, shared their support to the City of Lancaster as master gardeners and certified landscapers.

Stephan Wade, 337 S. Dallas Ave, Lancaster, TX 75146, shared his support for action items 6,7, and 8.

Alex Temblador, 131 W 4<sup>th</sup> St. Lancaster, TX 75146, shared that as an author and travel writer, she supports items 6,7, and 8.

Robert Ruffino, 1411 Flintwood Dr, Richardson, TX 75081 shared he is in support of item 6.

Laura Wiswall, 415 N. Winnetka, Dallas, TX 75208 shared her support for action item 6 as a real estate professional.

Carolyn Miller, 537 N. Dallas Ave, Lancaster, TX 75146 shared her support for action item 6.

Terri Reed, 328 S. Centre, Lancaster, TX 75146 shared her support for action items 6,7, and 8.

Suzi Weaver, 411 S. Centre, Lancaster, TX 75146 shared her support for action items 6,7, and 8.

Deah Berry Mitchell, 350 N. St. Paul, Dallas, TX 75201, shared her support for action items 6,7, and 8.

Jeremy Reed, 204 S. Henry St. Lancaster TX 75146, shared his support for action items 6,7, and 8.

Paul Hutzler, 507 S. Barnett Ave, Dallas, TX 75211, shared his support for action item 6.

Everett Young, 4512 Hedgdon Dr. Dallas, TX 75216, shared his support for action items 6,7, and 8.

Richmond Escarlón, 1709 Dartmouth Dr. Glenn Heights, TX 75154, shared his support for action items 6, 7, and 8.

Angie Whitehead, 405 S. Wood St. Ferris, TX, 75125, wishes not to speak, however, would like the record to show support for action item 6.

Susan Bolden, 225 Southwood Dr. Lancaster, TX, 75146 wishes not to speak, however, would like the record to show support for action item 6.

Charles Bolden, 225 Southwood Dr. Lancaster, TX, 75146 wishes not to speak, however, would like the record to show support for action item 6.

Michael Morales, 101 Troy Ln. Red Oak, TX 75154, wishes not to speak, however, would like the record to show support for action item 6.

Elisa Morales, 101 Troy Ln. Red Oak, TX 75154, wishes not to speak, however, would like the record to show support for action item 6.

Tonya Morales, 101 Troy Ln. Red Oak, TX 75154, wishes not to speak, however, would like the record to show support for action item 6.

Alex Bazan, 612 N. Dallas Ave. Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 6.

Isabel Bazan, 612 N. Dallas Ave. Lancaster, TX 75146 wishes not to speak, however, would like the record to show support for action item 6.

Emily Reed, 204 S. Henry St. Lancaster, TX 75146 shared her support on action items 6, 7, and 8.

Susie Jansson, 305 Crestview, Red Oak, TX 75154, wishes not to speak, however, would like the record to show support for action item 6.

Lonnie Jansson, 305 Crestview, Red Oak, TX 75154, wishes not to speak, however, would like the record to show support for action item 6.

**Consent Agenda:**

- 1. Consider approval of minutes from the Regular Meeting held on November 14, 2022, and the Special Meeting held on December 5, 2022.**
- 2. Consider a resolution amending the terms and conditions of a Professional Service Agreement with Catholic Charities of Dallas for the purpose of administering the City of Lancaster Emergency Assistance Program (EAP) by amending Exhibit A Eligibility Criteria for Utility Assistance for non-homeowners with funds received from the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF).**
- 3. Consider a resolution approving a professional services agreement between the City of Lancaster and Gap Strategies for the purpose of updating the City's Comprehensive Plan in an amount not to exceed \$422,000.**

**MOTION:** Deputy Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Mejia to approve consent items C1 – C3. The vote was cast 7 for, 0 against.

Mayor Hairston shared that action 5 would be read first and then Council would return to public hearing item 4.

**Action:**

- 5. M22-35 Discuss and consider a resolution authorizing the City Manager to execute a development agreement with DALCO LLC for the ACU Development, relating to building materials for the construction of property located at the southwest intersection of West Pleasant Run Road and Rolling Hills Place, addressed as 3200 West Pleasant Run Road, City of Lancaster, Dallas County, Texas.**

Assistant City Manager Neal shared that this item is to consider a resolution authorizing the City Manager to execute a development agreement with DALCO LLC for the ACU Development, located at 3200 West Pleasant Run Road. The subject property is currently split-zoned Commercial Highway (CH) and Single-Family Residential (SF-5) within the Medical District Corridor and Mixed Density Residential sub-districts, within the Medical District Overlay. The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Mixed Use. The proposed restaurant, office, retail, and apartment uses are consistent with the Comprehensive Plan. This item appeared on the December 12, 2022, regular meeting, the applicant understood the desires of the council and made several changes. Some notable changes made; the items of residential units have been decreased from 24 units at 400 sq. ft to 12 units at 900 sq. ft to accommodate the City Council's request for larger units. The original request had material to include corrugated metal, brick, and glass. The new proposal for Phase I is 76% brick and in Phase II the applicant has removed the corrugated metal and Corten Steel and replaced it with brick. This is a companion item to zoning case M22-29, a special exception request. The purpose of this development agreement is to ensure ACU Development develops utilizing building materials identified in the Development Agreement. The City Attorney has reviewed and approved the agreement and resolution as presented.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve item 5. The vote was cast 7 for, 0 against.

**Public Hearing:**

- 4. M22-29 Conduct a public hearing and consider several exception requests on the property addressed as 3200 West Pleasant Run Road for a mixed use development. The property is known as Lot 1, Block 1, out of the Gateway Plaza East Addition, City of Lancaster, Dallas County, Texas.**

Assistant City Manager Neal shared that this item is a companion to the previous item, the applicant is requesting to develop this site for commercial and residential use. The changes noted in the previous item pertain to this item being presented. This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act. The applicant did agree to the Development Agreement that Council just approved. Staff recommends approval as it has been presented.

Mayor Hairston opened the public hearing.

Alexa Mendez, [no address provided], wishes not to speak, however, would like the record to show support for public hearing item 4.

Monte Anderson, 100 S. Main St. Duncanville, TX 75137, the applicant, wishes not to speak, however, would like the record to show support for public hearing item 4.

Josh Allen, 1300 S Polk St. Dallas, TX 75224, wishes not to speak, however, would like the record to show support for public hearing item 4.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to close the public hearing. The vote was cast 7 for, 0 against.

Councilmember Jaglowski questioned the applicant and staff regarding the exception for Lot Coverage.

City Manager Mauldin-Jones further clarified the exceptions for the Lot Coverage; Per Section 3.1, maximum lot coverage of sixty (60%) percent has been proposed to provide for circulation, setbacks, and small open spaces. The site is currently paved with asphalt and is almost 100% impervious cover. Re-development of this site will reduce a small portion of impervious cover through landscaping. City Manager Mauldin-Jones further clarified that the applicant exceptions are half for the commercial side and a half for the residential side.

Councilmember Mejia shared his opinions regarding the applicant overlay look and the residential units.

Applicant Monte Anderson shared that they took into consideration Council's request on the overlay and downsized the number of residential units

Mayor Pro-Tem Gooden-Davis thanked the applicant for listening to Council recommendations.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 4. The vote was cast 7 for, 0 against.

**Action:**

- 6. Discuss and consider a resolution ratifying a performance agreement with Stewarding Space, LLC in an amount not to exceed six hundred thousand dollars (\$600,000), from funds collected from one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

City Manager Mauldin-Jones shared that this item is to consider a performance agreement with Stewarding Space, LLC which is a Dallas-based business that plans to purchase eight separate properties in the downtown Lancaster area. At least one of the properties will be improved to be used as the corporate headquarters of the company. Stewarding Space is required to place restaurant, café, beverage, or general food and beverage-associated businesses in a minimum of four sites. To be eligible to receive this incentive, at least six of the eight properties, seventy-five percent (75%) of the total space, must be occupied. The incentive is based on occupied spaces; the maximum incentive will be available only when one hundred percent (100%) of the properties are leased. If six of the spaces are occupied, the developer will receive seventy-five percent (75%) of the annual incentive. The anticipated cost of the project including building improvements, equipment, facilities, infrastructure, and related expenses is approximately one million six hundred thousand dollars (\$1,600,000). Estimated operating expenses of approximately four hundred seventy-three thousand dollars (\$473,000) are estimated over the first five years of business. The applicant will be required to meet the following obligations for the incentive; Executed Sale Contract and Transfer of Ownership to Stewarding Space, LLC., the Occupation of the Facility, Tenant Selection and Requirements, Certificate of Occupancy, Capital Investment, Payment of City Fees, Definition of and Documentation of Development Costs, Performance, Marketing, General Requirements, and Other Requirements. The total incentive cost will not exceed six

hundred thousand dollars (\$600,000) over the term of the agreement. Adequate funds are available in the Lancaster Economic Development Corporation fund balance but will require a budget amendment. The Lancaster Economic Development Corporation recommended approval of the item at their December 15, 2022, Regular Meeting. Staff recommends approval of this item as it has been presented.

Councilmember Wheaton shared her support for new business entering the City of Lancaster but is concerned about the dollar amount of the incentive given.

Councilmember Mejia shared his support for the individual ownership of the City of Lancaster's downtown square and the performance agreement that the new owner has to abide by.

Mayor Hairston shared his excitement for the new development entering the City of Lancaster's downtown square.

Deputy Mayor Pro-Tem Cheatham shared his support for the investment of small businesses in the City of Lancaster.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve item 6. The vote was cast 7 for, 0 against.

**7. Discuss and consider a resolution ratifying a performance agreement between the Lancaster Economic Development Corporation (LEDC) and Saviana Winery, LLC in an amount not to exceed seventy-five thousand dollars (\$75,000), from funds collected from one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

Assistant City Manager Neal shared that this item is to consider a resolution ratifying a performance agreement between the Lancaster Economic Development Corporation (LEDC) and Saviana Winery, LLC. Saviana Winery is a local small business that makes small-batch wines with one location in Cedar Hill. Saviana uses Texas-grown grapes and fruit exclusively for its wines. Saviana Winery is seeking to open a second location located at 116 Historic Town Square, Lancaster, Texas. The business has plans to renovate the building and the associated open space to the north of the building (106 Historic Town Square). The use, upon completion, will be a wine retail store and tasting room with an outdoor seating area. The applicant submitted an incentive request for seventy-five thousand dollars (\$75,000), which will be issued annually for up to four (4) years. The applicant is required to meet the following obligations: an Executed Lease, Occupation of Facility, Certificate of Occupancy and Operation of the Facility, Capital Investment/ Marketing/ Promotion, Payment of City Fees, Definition of and Documentation of Development Cost, and Perform and to perform and comply with all terms. This item is being considered at a Regular Meeting of the City Council, noticed and held in accordance with the Texas Open Meetings Act. The City Attorney has reviewed and approved the resolution as it has been presented. The Lancaster Economic Development Corporation recommended approval of the item at their December 15, 2022 meeting. Staff recommends approval of this item as it has been presented.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to approve item 7. The vote was cast 6 for, 1 against. [Hairston]

- 8. Discuss and consider a resolution ratifying the terms and conditions of an economic development performance agreement by and between the Lancaster Economic Development Corporation (LEDC) and Kyoto Brew LLC, in an amount not to exceed seventy-five thousand dollars (\$75,000) from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

Assistant City Manager Neal shared that this item is to consider a resolution ratifying a performance agreement between the Lancaster Economic Development Corporation (LEDC) and Kyoto Brew LLC, which is a local startup business that plans to renovate a small building and adjacent open space in Lancaster. The 765-square-foot building is located at 121 Historic Town Square. The project also includes a vacant lot (open space) located at 108 North Dallas Avenue. The applicant submitted an incentive request for seventy-five thousand dollars (\$75,000) to offset a portion of the construction, equipment, renovation, and land costs. The building was formerly the site of the Six Shooters Restaurant/Bar. It has been vacant for over three years. The applicant will be required to meet the following obligations: Occupation of Facility, Certificate of Occupancy, Documentation of Cost, Payment of City Fees, and submit annual reports. LEDC covenants and agrees to provide a Development Grant up to an aggregate total not to exceed seventy-five thousand dollars (\$75,000). Reimbursement of funds to the Developer will be made according to the following schedule: \$15,000 upon issuance of a Certificate of Occupancy for the Facility and \$15,000 annually for up to four (4) years issued on the anniversary of a Certificate of Occupancy for the Facility if the business maintains business hours when it is open to the public including the hours of 5:00 p.m. until 10:00 p.m. on Thursday, Friday, and Saturday and 7:00 a.m. until 2:00 p.m. on Monday through Wednesday (notwithstanding holidays). This item is being considered at a Regular Meeting of the City Council, noticed and held in accordance with the Texas Open Meetings Act. The City Attorney has reviewed and approved the resolution and agreement as formed. The Lancaster Economic Development Corporation recommended approval of the item at their December 1, 2022, Special Meeting. Staff recommends approval of this item as it has been presented.

Councilmember Jaglowski gave thanks to the Lancaster Economic Development department and the director for all the new businesses they have brought to the City of Lancaster.

Councilmember Mejia shared that the City Council is willing to help with the developments and business deals that are coming into the City of Lancaster.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to approve item 8. The vote was cast 7 for, 0 against.

- 9. Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas, and Best Buy Stores, LP.**

Assistant City Manager Neal shared that this item is to discuss a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and Best Buy Stores, LP. The company plans to occupy a new building located at the southeast corner of East Jefferson Street and East Wintergreen Road containing approximately eight hundred thousand

(800,000) square feet of space. The facility will be used for product distribution. The company plans to invest a minimum of three million dollars (\$3,000,000) in Business Personal Property (BPP) for the distribution processes at the facility. The Best Buy facility will result in the addition of a minimum of fifty (50) new jobs with an average salary of a minimum of fifty thousand dollars (\$50,000). This agreement allows for financial incentives as described below: Business Personal Property (BPP) Tax and Sales Tax on Equipment and Construction Material. For the company to be eligible to receive this incentive: The facility must be occupied by October 1, 2024, and a certificate of occupancy must be maintained for the term of the agreement. The facility must be actively operated, the company must invest a minimum of three million dollars (\$3,000,000) for machinery and equipment placed in service at the facility for distribution operations and the company agrees to grant a tour of the facility every four years to City staff. This item is being considered at a Regular Meeting of the City Council noticed and held in accordance with the Texas Open Meetings Act. The City Attorney has reviewed and approved the resolution and agreement as to form. Staff recommends approval of this item as it has been presented.

Councilmember Jaglowski asked if Best Buy Co. Inc would consider a Best Buy retail to be built in the City of Lancaster.

Puna Mahali with Ernest Young representative of Best Buy Co. Inc answered that it could be considered and there is stipulations and language mentioned in the Development Agreement.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 9. **The roll call vote** was cast 7 for, 0 against

**10. Discuss and consider a resolution approving the terms and conditions of a Chapter 380 Agreement between the City of Lancaster, Texas, and CH-M Wintergreen Phase I, LLC.**

Assistant City Manager Neal shared that this item is to discuss a resolution approving the terms and conditions of a Chapter 380 Agreement between the City of Lancaster, Texas, and CH-M Wintergreen Phase I, LLC who owns a site on the southeast corner of East Jefferson Street and East Wintergreen Road and plans to construct a facility totaling approximately eight hundred thousand (800,000) square feet for a warehousing/distribution facility. The building will be for Best Buy to be used as a distribution facility. The estimated taxable valuation of the completed project is forty million dollars (\$40,000,000). This agreement requires the developer to occupy the facility and obtain a Certificate of Occupancy by October 1, 2024. The project is required to increase and maintain the taxable value of Real Property by thirty-five million dollars (\$35,000,000). The incentive consists of a rebate of Real Property Taxes of up to forty-five percent (45%) for five (5) years on the value of improvements, beginning the tax year after the Certificate of Occupancy is issued for the facility if the taxable value of the facility is between thirty-five million dollars (\$35,000,000) and fifty million dollars (\$50,000,000). If the taxable value of the facility exceeds fifty million dollars (\$50,000,000), the rebate will be for sixty percent (60%) for five (5) years. Based on the estimated value of added capital investment submitted by the company and in consideration of real property tax rebates on the value of improvements, the project will generate approximately one million three hundred thirty-eight thousand dollars (\$1,338,000) in new revenue to the City over the first five years of property tax collections; the estimated value of the financial incentive over this period is six hundred twenty-one thousand dollars (\$621,000). The

facility is expected to generate approximately two hundred seventy-six thousand dollars (\$276,000) annually after the term of the agreement. The City Attorney has reviewed and approved the resolution and agreement as to form. Staff recommends approval of this item as it has been presented.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Jaglowski to approve item 10. The vote was cast 7 for, 0 against.

**11. Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas, and Romark Texas, LLC.**

City Manager Mauldin-Jones shared that Romark Texas, LLC provides customers with best-in-class third-party logistics to support all facets of the supply chain. They provide logistics services for Mars Petcare at their facility located at 2801 North Houston School Road. To improve capacity at this facility, Romark seeks to purchase approximately six million five hundred thousand dollars (\$6,500,000) of equipment to be installed at the facility. This agreement will provide a sales tax rebate for equipment purchased (and sales tax collected) in Lancaster. Mars Petcare currently operates a distribution facility at this location and has a Certificate of Occupancy. The equipment covered by this agreement will be placed in service before December 31, 2023, and is required to have a taxable value of a minimum of six million five hundred thousand dollars (\$6,500,000). The company must submit receipts for sales tax payments to exercise the incentive. Within sixty (60) days of verification of payment, the City will remit eligible rebate amounts outlined in the agreement, provided that all contractual contingencies are satisfied. The estimated value of sales taxes collected for this new investment is one hundred thirty thousand dollars (\$130,000). The estimated value of the incentive is thirty-two thousand five hundred dollars (\$32,500). Net additional sales tax revenue is ninety-seven thousand five hundred dollars (\$97,500). In addition, the expenditure will generate an estimated forty-four thousand eight hundred fifty dollars (\$44,850) annually in new Business Personal Property taxes. Staff recommends approval of the resolution as presented.

Councilmember Jaglowski shared a question with staff regarding the incentive that will be given to Romark Texas, LLC.

Economic Development Director Shepard, clarified the difference between the CH Holding incentive agreement and the Romark Texas, LLC agreement.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve item 11. The vote was cast 7 for, 0 against.

**12. Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas, and Electrolux Home Products, Inc.**

City Manager Mauldin-Jones shared that this item is from Electrolux Home Products, Inc. ('Electrolux') a leading global appliance company with a 100-year history. The company strives to be at the forefront of sustainability in society through innovative product design and operations. Electrolux brands include Electrolux, AEG, and Frigidaire. The company sells approximately 60 million household products in approximately 120 markets each year. Electrolux leased approximately 343,000 square feet of warehouse space at 2935 Daniieldale Road for the past several years. The company let the City of Lancaster know that they had outgrown this space

and were looking at other sites for their expansion, including Lancaster. The City of Lancaster's Business Retention policy encourages local businesses to stay in town as they grow. Electrolux, subject to the approval of incentives, plans to lease approximately 563,000 square feet of warehouse space located at 3701 North Dallas Avenue. This is a sixty-four percent (64%) increase from their existing lease. This is a new facility located in the Midpoint Industrial Park. Finish-out work on the facility is expected to be completed by the fourth quarter of 2023. The company plans to invest a minimum of ten million dollars (\$10,000,000) in taxable Business Personal Property (BPP) at the facility. The incentive package will allow Electrolux to expand operations in Lancaster and execute a ten-year lease for the new facility and retain approximately sixty-five (65) jobs. The incentive is structured to reward the company for staying in Lancaster for a full ten-year period. The proportion of BPP taxes rebated will increase, in steps, during the term of the Agreement. For the company to be eligible to receive this incentive: The facility must be occupied by October 1, 2023, a Certificate of Occupancy must be maintained for the term of the Agreement, the facility must be actively operated, the company must maintain a minimum taxable valuation of ten million dollars (\$10,000,000) for BPP at the Facility, the company agrees to use commercially reasonable efforts to establish its Facility to be designated as a 'place of business' so that sales tax on goods and/or services will be sourced to the City of Lancaster for state law, the company agrees to grant a tour of the facility every four years to City staff. This Agreement enables the City to retain an employer with approximately 65 employees and a taxable BPP of a minimum of ten million dollars (\$10,000,000). The estimated additional tax collections over the ten years will be approximately six hundred ninety thousand dollars (\$690,000) of which the estimated incentive will be approximately two hundred ninety thousand five hundred dollars (\$290,500), assuming a constant tax rate over this period and a taxable BPP valuation of ten million dollars (\$10,000,000). Staff recommends approval of the resolution as presented.

Councilmember Jaglowski shared his opinion regarding the business retention program.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Wheaton to approve item 12. The vote was cast 7 for, 0 against.

**Executive Session:**

13. **In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:**
  1. **Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning protesting Rockett Special Utility District's Certificate of Convenience and Necessity (CCN) within the City limits.**
14. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 8:57 p.m. and reconvened into open session at 9:36 p.m.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to obtain a professional agreement for special counsel services. The vote was 7 for, 0 against.

Mayor Hairston wished City Secretary Arenas a Happy Birthday.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 9:38 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

## **MINUTES**

### **LANCASTER CITY COUNCIL REGULAR MEETING OF JANUARY 23, 2023**

**The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on January 23, 2023, at 7:15 p.m. with a quorum present to-wit:**

#### **Councilmembers Present (City Hall & Zoom):**

Mayor Clyde C. Hairston  
Carol Strain-Burk  
Stanley M. Jaglowski  
Keithsha C. Wheaton  
Deputy Mayor Pro-Tem Mitchell Cheatham  
Mayor Pro-Tem Betty Gooden-Davis

#### **Councilmembers Absent**

Marco Mejia

#### **City Staff Present (City Hall & Zoom):**

Opal Mauldin-Jones, City Manager  
Sorangel O. Arenas, City Secretary  
David T. Ritter, City Attorney  
Carey Neal, Assistant City Manager  
Chris Youngman, Emergency Management Chief  
Jermaine Sapp, Director of Equipment and Facility Services  
Lisa Wube, Director of Parks and Recreation  
Ray Silva-Reyes, Assistant City Manager  
Shane Shepard, Director of Economic Development  
Cheryl Womble, Purchasing Agent  
Marcus Talton, Assistant Police Chief

#### **Call to Order:**

Mayor Hairston called the meeting to order at 8:21 p.m. on January 23, 2023.

#### **Invocation:**

Pastor Richardson, Zion Chapel Primitive Baptist Church gave the invocation.

#### **Pledge of Allegiance:**

Councilmember Strain-Burk led the pledge of allegiance.

#### **Public Testimony/Citizen's Comments:**

Tasha LaFlore, 645 Francis St. Lancaster, TX 75146 shared concerns about the abandoned building and the homeless population in the City of Lancaster.

Peter De Jesus, 203 Hay Wood Circle, Lancaster, TX 75146 shared information regarding the grand opening of the New Victory Church in the City of Lancaster.

**Consent Agenda:**

1. **Consider a resolution approving the terms and conditions of an agreement with Sequel Data Systems Incorporated in an amount not to exceed seventy-nine thousand one hundred and forty-two and twenty-five cents (\$79,142.25).**
2. **Consider a resolution authorizing the purchase and installation of traffic signals at the intersection of Pleasant Run Road and Elm Street (\$145,373.00) and the intersection of Pleasant Run Road and Bluegrove Road (\$151,661.00) and a 10% contingency (\$29,703.40) from Consolidated Traffic Controls, Inc. through an interlocal agreement with Houston-Galveston Area Council (HGAC) in an amount not to exceed three hundred twenty-six thousand seven hundred thirty-seven dollars and forty cents (\$326,737.40).**
3. **Consider a resolution ratifying the terms and conditions of an amendment (Change Order No. 1) to the contract with Canary Construction, Inc. in an amount not to exceed twenty-nine thousand nine hundred thirty-seven dollars and seventy cents (\$29,937.70).**

**MOTION:** Deputy Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve consent items C1 – C3. The vote was cast 6 for, 0 against. [Mejia absent]

**Public Hearing:**

4. **M23-9 Conduct a public hearing and consider a parking exception request on the property addressed as 3900 Corporate Drive. The property is known as Lot 2, Block 1, Southpointe Corporate Center Subdivision, City of Lancaster, Dallas County, Texas.**

Assistant City Manager Neal shared that this item is to consider a parking exception request on the property addressed as 3900 Corporate Drive. The property is 20.52 acres in size and is zoned as a Planned Development (PD), Campus District Overlay (Warehouse Subdistrict). This is a request to exceed the maximum allowed parking for a facility designated as an Inn and Out Warehouse Distribution Center. Section 14.605 Off-Street Parking Requirements Figure 3 of the Lancaster Development Code (LDC) requires Warehouse Distribution Centers to provide one (1) space for every 1000 square feet or 1 for each employee, whichever is greater. This section also states that "the maximum allowed parking on a non-single-family or duplex lot may not exceed the minimum parking requirement plus an additional 10%, without the approval of an Exception". The code currently requires 134 parking spaces. There are 90 existing parking spaces. The applicant is requesting to expand their parking lot to accommodate 62 additional parking spaces. Should the request be approved, this would result in 152 parking spaces total on the property. The applicant is required to provide all landscape improvements for expansion and ensure through landscape-appropriate engineered plans, that there is no adverse impact on the site drainage. A landscape plan has been provided and there is no impact on the drainage. On January 5, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to all property owners that are within 200 feet of the subject site, in addition to a sign being posted on the property. No letters were received in support or opposition to this request. Staff recommends approval of this item with the condition that the City Attorney adds language to the ordinance that the landscaping must be maintained.

Mayor Hairston opened the public hearing

Dylan Hedrick, 3803 Parkwood Suite 800, Frisco, TX 75034 spoke in favor of item 4.

**MOTION:** Councilmember Wheaton made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 6 for, 0 against. [Mejia absent]

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 4 with the landscaping inclusion. The vote was cast 6 for, 0 against. [Mejia

- 5. M22-27 Discuss and consider an ordinance granting a special exception to the driveway spacing requirement in Section 1-04 (d) of the General Design Manual for the property located on the south side of Wintergreen Road and approximately 626 feet east of Jefferson Street. The property is described as a tract of land situated in the Thomas A. Phillips Survey Abstract No. 1123, City of Lancaster, Dallas County, Texas.**

Assistant City Manager Neal shared that this item is to consider an ordinance granting a special exception to the driveway spacing requirement in Section 1-04 (d) of the General Design Manual for the property located on the south side of Wintergreen Road and approximately 626 feet east of Jefferson Street. The property is described as a tract of land situated in the Thomas A. Phillips Survey Abstract No. 1123, City of Lancaster, Dallas County, Texas. The subject property is currently zoned Planned Development (PD) Logistics Port, Logistics Port B Subdistrict. This applicant proposes to develop the site with four (4) warehouse distribution facilities. The applicant is also requesting an exception to the driveway spacing requirement of the General Design Manual. Section 1-04 Street Systems, Subsection D.(2) Commercial/Industrial Driveway Approaches (d) states that "on streets classified as Arterials, minimum spacing shall be at least five hundred (500') feet. One 8,000,000 s.f. the warehouse will have access to Western Truck Drive. As shown by the TIA, the peak arrival rate for this warehouse is 28 trucks per hour. The study looked at service rates at similar facilities in DFW and observed a 90-second processing time for one truck. The observed 90-second time involves the driver exiting their truck, talking with the guard shack attendant, filling out paperwork, re-entering their truck, and pulling through the gate. Wintergreen Road is designated as a four-lane divided Major Arterial Type B, which requires 100 feet of rights-of-way. Dallas County is currently underway with the design for the widening of Wintergreen Road. Staff and the applicant anticipate two median openings being appropriate for this development. As such, the applicant has agreed to limit two of the driveways to a right-out exit only. Full movement access to all five driveways would not be appropriate, nor would it meet the 600-foot median opening spacing requirement. The two median openings would likely be located at the Eastern Loop Drive and one of the two western driveways, whichever is generating higher traffic volumes. On December 18, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. At the time of this report, staff has not received any letters in support or opposition. Staff recommends approval of this item as it has been presented.

Councilmember Strain-Burk asked for clarification regarding the site plan driveways.

Assistant City Manager Neal, clarified the exceptions for the site plan driveways.

Mayor Pro-Tem Gooden- Davis shared concerns regarding the processing time for a truck entering the gate.

Dan Gallagher, 13455 Noel Rd. Dallas, TX 75240 a Kimley Horn Engineer for this item, shared that they have been working with staff regarding the concerns and the average time for truck processing.

Councilmember Jaglowski asked for further clarification regarding the lanes that will be added and the traffic light mentioned in the item.

Dan Gallagher presented the site plans and showed how the lanes would be added and built, also, the traffic light is not currently warranted.

City Manager Mauldin-Jones clarified that the developers will not put in the traffic light once the building is complete the City would be responsible to conduct a traffic study; however, the traffic signal could be added to the development agreement for the developer to be responsible.

Dan Gallagher shared that if there is a language that the City would like to propose regarding the traffic signal and any further concerns from the Council.

Deputy Mayor Pro-Tem Cheatham shared concerns regarding congestion traffic that this development may cause in the City of Lancaster and how this may affect his constituents.

Dan Gallagher clarified that they are aware of all the development in the area and all that was incorporated in the TIA background check, also, a thorough study was done to avoid future traffic congestion.

Mike Moller, 4350 Walnut Grove Ln, Plymouth, MN 55446 a development developer with Best Buy emphasized that they have looked into any queuing issues with truckers and that this building will have more queues than any other building they've built.

City Attorney Ritter advised Council to look into the sufficiency the development has done; the TIA traffic impact analysis and the queuing study, and see if Council finds it reliable/credible. If Council requires additional information the request can be done before the approval stage.

Councilmember Strain-Burk asked the applicants if they have a component to move trucks in case of a blockage and what their exit capacity is.

Brad Cooper, 3819 Maple Ave Dallas, TX 75219 replied that on the development side, there are seven (7) miles of lanes of a private internal lane that is considered their relief valve.

Dan Gallagher further clarified the development relief valves; which include a two hundred and fifty (250) ft long deceleration lane that offers extra queuing, the entryway includes two lanes and the exiting is on Wintergreen which will not be a problem for the City.

Councilmember Jaglowski hopes that the developer will factor in a traffic light at Bonnie View and Jefferson St. once the development is finished.

Dan Gallagher suggested that as the developer they would be pleased to put an escrow agreement to provide the funds to the City of Lancaster for the traffic light.

City Attorney Ritter advised that the traffic light escrow could be added when the developer returns for the final plat approval which would be done by the Planning and Zoning Committee.

City Manager Mauldin-Jones asked if the applicant could send an email guaranteeing the traffic light escrow for the City Council.

City Attorney Ritter advised Council to set public hearing item 5 aside and continue with action item 6, then return to public hearing item 5 for Council approval.

Mayor Hairston opened the public hearing

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to close the public hearing. The vote was cast 6 for, 0 against. [Mejia absent]

Mayor Hairston set aside public hearing item 5 and will move forward to action item 6 and return to public hearing item 5 once finalized.

**Action:**

- 6. Discuss and consider a resolution approving the terms and conditions of a Funding Agreement with Dallas County for the design and construction of Wintergreen Road from Jefferson Street to the west of Carpenter Road.**

Assistant City Manager Silva-Reyes shared that this item is to consider a resolution approving the terms and conditions of a Funding Agreement with Dallas County for the design and construction of Wintergreen Road from Jefferson Street to the west of Carpenter Road. This project will widen Wintergreen Road from Jefferson Street to our easternmost city limit to a 4-lane divided concrete roadway and improve this undersized roadway to establish safe and adequate access and circulation of freight coming in and out of the area. In 2017, City Council received a presentation from NCTCOG and Dallas County confirming the availability of funds to improve Jefferson (from Wintergreen to Pleasant Run), Wintergreen Road (from Jefferson to the easternmost city limits), and a small section of Pleasant Run Road (from Jefferson to Lancaster-Hutchins Road). The City submitted a project commitment in March 2017 and NCTCOG allocated resources and scheduled design and construction for not sooner than 2019 to allow the City adequate time to budget for our cost share. The roadway projects will be divided into two projects with Pleasant Run Road and Jefferson being designed as one project and Wintergreen Road being designed as a second project. These segments along with previously completed roadway and rail projects in the area provide an improved grid of roadways interconnecting the area with two major interstate highways within its immediate vicinity, IH 45 and IH 20. Furthermore, it improves safety and capacity on these roadways and helps facilitate interaction with nearby distribution centers and manufacturing facilities located in the area. Dallas County has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager. Dallas County entered into an Advance Funding Agreement with the State of Texas by and through the Texas Department of Transportation to provide funding in the amount of \$9,478,600.00 for the construction of the Wintergreen Road Project. The City of Lancaster will

provide funding in the amount of one million five hundred thousand dollars and zero cents (\$1,500,000.00) for the construction of Wintergreen Road from a 2-lane undivided rural asphalt roadway to a 4-lane divided urban concrete road. Staff recommends approval of the resolution as it has been presented.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 6. The vote was cast 6 for, 0 against. [Mejia absent]

**7. Discuss and consider a resolution approving the terms and conditions of a Funding Agreement with Dallas County for the design and construction of Jefferson Street from Wintergreen Road to Pleasant Run Road and Pleasant Run Road from Jefferson Street to Lancaster-Hutchins Road.**

Assistant City Manager Silva-Reyes shared that this item is a companion item to the previous item which is to consider approving the terms and conditions of a funding agreement with Dallas County for the design and construction of Wintergreen Road from Jefferson Street to the west of Carpenter Road. The North Central Texas Council of Governments (NCTCOG) and Dallas County have partnered for the completion of this project. Wintergreen Road is essential to freight circulation and highway access. This project will widen Wintergreen Road from Jefferson Street to our easternmost city limit to a 4-lane divided concrete roadway and improve this undersized roadway to establish safe and adequate access and circulation of freight coming in and out of the area. Dallas County entered into an Advance Funding Agreement with the State of Texas by and through the Texas Department of Transportation to provide funding in the amount of \$9,478,600.00 for the construction of the Wintergreen Road Project. The City of Lancaster will provide funding which has been set aside since 2017 in the amount of one million five hundred thousand dollars and zero cents (\$1,500,000.00) for the construction of Wintergreen Road from a 2-lane undivided rural asphalt roadway to a 4-lane divided urban concrete road. Staff recommends approval of this resolution as it has been presented.

Councilmember Strain-Burk asked if this assured the widening and completion of the Lancaster intersection and Lancaster Hutchins Road to carry four lanes.

Assistant City Manager Silva-Reyes shared that Lancaster Hutchins Road is queued up to receive the widening and the intersection design will accommodate and work together seamlessly with Jefferson and Pleasant Run.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve item 7. The vote was cast 6 for, 0 against. [Mejia absent]

**8. Discuss and consider a resolution approving the Texas Department of Transportation's Advance Funding Agreement that provides for the replacement of the Keller Branch bridge on Belt Line Road through the Highway Safety Improvement grant with the City responsible for ten percent (10%) matching funds.**

Assistant City Manager Neal shared that this item is considered a resolution approving the Texas Department of Transportation's Advance Funding Agreement that provides for the replacement of the Keller Branch bridge on Belt Line Road through the Highway Safety Improvement grant with the City responsible for ten percent (10%) matching funds. The Texas Department of Transportation Highway Safety Improvement Program provides for the repair and replacement of off-system highway bridges. The bridge program is funded 80% through the Federal Highway

Administration, 10% through TxDOT, and the remaining 10% by the designated local government. The Keller Branch Bridge on Belt Line Road is a two-lane rural off-system highway bridge that was constructed in 1960. It has a ranking by TxDOT identifying it as eligible for the Highway Safety Improvement grant program. Belt Line Road is designated by the 2020 Master Thoroughfare Plan as a major arterial Type B with 100 feet of rights-of-way. The existing bridge at Keller Branch is a two-lane rural bridge. TxDOT's bridge replacement program will fund 90% of the bridge's replacement cost; however, it replaces the bridge at its current two-lane rural capacity. The project will begin design would commence after the Texas Department of Transportation receives the 10% cash match for Engineering Design. The project has a Ready to Let date of May 2024. TxDOT is ready to commence engineering design. The Texas Department of Transportation has provided construction costs for both engineering design and construction. The City is responsible for the 10% cash match, which is \$277,162.00. TxDOT will be responsible for all cost overruns. Staff recommends approval of this item as it has been presented.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to approve item 8. The vote was cast 6 for, 0 against. [Mejia Absent]

Mayor Hairston moved back to public hearing item 5.

City Manager Mauldin-Jones shared that the developer sent a notification of intent to escrow with the City to not exceed five hundred thousand (\$500,000.00) dollars for the intersection traffic light between Bonnie View and Wintergreen.

**MOTION:** Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Wheaton to approve item 5. The vote was cast 6 for, 0 against. [Mejia absent]

**9. Discuss and consider confirmation of appointments made by the Planning and Zoning Commission to the Historic Landmark Preservation Committee (HLPC).**

City Secretary Arenas shared that Planning and Zoning Commission is asking to reappoint; Patricia Siegfried-Giles and Dee Hinkle to the Regular Member(s) position and Michelle Washington as the Alternate Member. A confirmation is needed by Council.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 9. The vote was cast 6 for, 0 against. [Mejia absent]

**10. Discuss and consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an agreement by and between the City of Lancaster and the Dallas Area Agency on Aging for implementation of the Congregate Meals Program for the Lancaster Senior Life Center.**

Assistant City Manager Silva-Reyes shared that this item is to consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an agreement by and between the City of Lancaster and the Dallas Area Agency on Aging for implementation of the Congregate Meals Program for the Lancaster Senior Life Center. Lancaster Senior Life Center is a full-service senior center. Currently, the City of Lancaster participates as a sponsor in two of the DAAA's programs, one of which is the Congregate Meal Program (Congregate meals are daily hot lunches served in group settings to people who are at 60 years of age and older. As required by the agreement, the Parks and Recreation Department will provide regular

announcements to encourage qualified senior citizens to utilize the Congregate Meal Program. This is a 100% reimbursable program. DAAA will reimburse the City at the rate of up to \$8.96 per meal served to enrolled senior citizens age 60 and older. Staff recommends approval of this item as it has been presented.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to approve item 10. The vote was cast 6 for, 0 against. [Mejia absent]

**11. Consider a resolution authorizing the City Manager to enter into a Master Interlocal Agreement with Dallas County pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Lancaster.**

Assistant City Manager Silva-Reyes shared this is to consider a resolution authorizing the City Manager to enter into a Master Interlocal Agreement with Dallas County pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Lancaster. On September 25, 2012, the City of Lancaster entered into a Master Interlocal Agreement ("Agreement"), whereby Dallas County agreed to provide road and bridge maintenance and repair on roads that serve only the neighborhood roadways, situated within the territorial limits and jurisdiction of the City of Lancaster, Texas. On August 24, 2017, the City of Lancaster renewed the Master Interlocal Agreement and this agreement expired on December 31, 2022. Dallas County has requested the City to consider renewal of the Master Interlocal Agreement. Dallas County Public Works will serve as the project manager and will coordinate with the City Staff to ensure the roadways and/or bridge maintenance projects are in accordance with local design specifications. Staff recommends approval of this item as it has been presented.

City Attorney Ritter shared information on two (2) sections that were added; article 11 and article 12 which includes an Orphan Road policy and Small Water Shut Dam. City Attorney Ritter clarified that the City of Lancaster does not have a Small Water Shut Dam and this does not apply. However, Dallas County Orphan Road policy is a statement that wishes Cities to take in County Orphan Roads, and in the future, they may give preference to Cities that have adopted County Orphan Roads.

Councilmember Jaglowski asked for an example of an Orphan Road.

City Manager Mauldin-Jones explained that an Orphan Road is inside the County but all or part of a street or road is outside the incorporated limits, the City currently has a serrate agreement that includes we are responsible for maintaining Orphan Roads but the County added it to this new Master Local Agreement.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Gooden-Davis to approve item 11. The vote was cast 6 for, 0 against. [Mejia absent]

**Executive Session:**

12. In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:
  1. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning protesting Rockett Special Utility District's Certificate of Convenience and Necessity (CCN) within the City limits.
13. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

The City Council recessed for Executive Session at 9:49 p.m. and reconvened into open session at 10:05 p.m.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to engage Bickerstaff Heath Delgado Acosta LLP to work with Staff and City Attorney in regard to the information regarding Rockett Special Utility District's Certificate of Convenience and Necessity (CCN). The vote was 7 for, 0 against.

Mayor Hairston and City Council wished Councilmember Jaglowski a Happy Birthday.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to adjourn. The vote was cast 6 for, 0 against. [Mejia absent]

The meeting was adjourned at 10:08 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

2.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** Kenneth L. Johnson, Fire Chief

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#### **Agenda Caption:**

Consider a resolution ratifying the terms and conditions of an Advanced Funding Agreement by and between the State of Texas (acting by and through the Texas Department of Transportation (TxDOT)) and the City of Lancaster to fund a Highway Blocking Vehicle.

#### **Background:**

Responding to highway incidents on the interstate poses an extremely high risk to first responders working to mitigate emergencies. To protect those working to clear the incidents, a technique referred to as blocking is deployed. A more substantial apparatus is used to provide a barrier between the oncoming traffic, often at high rates of speed, and individuals tending to injured persons and stranded vehicles. Currently, we deploy a fire engine or a tiller truck to block oncoming traffic during highway incidents. Although blocking is credited for saving the lives of citizens and first responders, the damage to the fire apparatus typically used as blockers has left departments without the equipment needed to perform essential duties.

#### **Operational Considerations:**

This State of Texas Grant managed by the Texas Department of Transportation will provide funding for a specialized blocking truck to allow needed fire apparatus to remain in service for alarms. The blocking vehicle identified has custom features such as lighting and a barrier, making it better suited for the task. Today we are using our emergency response vehicles to provide blocking and in the event that the vehicle is struck while blocking, we may have to place an emergency response vehicle out of service. In the event the blocking vehicle is struck, there is no immediate negative impact on the emergency response capabilities.

#### **Legal Considerations:**

The resolution and agreement have been reviewed and approved as to form by the City Attorney.

#### **Public Information Considerations:**

This item is being considered at a Regular Meeting of the City Council and noticed in accordance with the Texas Open Meetings Act.

#### **Fiscal Impact:**

The total cost of the blocking vehicle is one hundred twelve thousand, two hundred and seventeen dollars (\$112,217). The grant will pay eighty percent, equaling eighty-nine thousand seven hundred and seventy-four dollars (\$89,774). The grant requires a twenty percent match in the amount of twenty-two thousand four hundred forty-three dollars (\$22,443). This grant match amount is funded in the FY2022/2023 budget.

**Options/Alternatives:**

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

**Recommendation:**

Staff recommends approval of the resolution as presented.

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO. 3697**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING AN ADVANCE FUNDING AGREEMENT AND THE CORRESPONDING GRANT FROM THE STATE OF TEXAS (ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION) FOR A HIGHWAY BLOCKING VEHICLE; PROVIDING A REPEAL CLAUSE: PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster Fire Department applied and was awarded a grant from the State of Texas acting by and through the Texas Department of Transportation for a highway blocking vehicle; and

**WHEREAS**, the Advanced Funding Agreement with the State of Texas, acting through the Texas Department of Transportation must be approved before awarding the grant to the City of Lancaster; and

**WHEREAS**, the City Council of the City of Lancaster finds it in the best interest to approve the Agreement as outlined in the attached Exhibit, and to accept the grant funds.

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

**SECTION 1.** That the advance funding agreement attached hereto as, exhibit "A" is approved and the City Manager is directed to execute the agreement.

**SECTION 2.** That the grant funds be used for the purchase of a highway blocking vehicle.

**SECTION 3.** That any prior resolution of the City Council found to be in conflict with the provisions contained in this resolution are hereby repealed and revoked.

**SECTION 4.** That should any part of this resolution be held invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 5.** The resolution shall become effective immediately from and after its passage, as the law and charter in such cases provides.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of February, 2023.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

**CSJ:** 0918-47-369; **AFAID:** Z00004127

**Project:** Incident Management Freeway Blocking Equipment

**Limits:** Various locations in the City of Lancaster

**District:** 18-Dallas

**Code Chart:** 23850

**Funding Category:** Cat 3. RTR (SH 121)

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**ADVANCE FUNDING AGREEMENT  
FOR A NON-CONSTRUCTION PROJECT USING FUNDS HELD IN THE  
STATE HIGHWAY [121] SUBACCOUNT**

**Incident Management & Safety Pilot Program**

**(Off System)**

**THIS AGREEMENT** (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and the City of Lancaster (Local Government), collectively, the "Parties."

**WITNESSETH**

**WHEREAS**, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County ("SH 121 payments") and

**WHEREAS**, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

**WHEREAS**, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

**WHEREAS**, the Local Government has requested money from the SH 121 Subaccounts for the Incident Management Freeway Blocking Equipment within the NCTCOG Metropolitan Planning Area (CSJ 0918-47-369) (Project); the RTC has selected the Project to be funded

**CSJ:** 0918-47-369; **AFAID:** Z00004127

**Project:** Incident Management Freeway Blocking Equipment

**Limits:** Various locations in the City of Lancaster

**District:** 18-Dallas

**Code Chart:** 23850

**Funding Category:** Cat 3. RTR (SH 121)

from the SH 121 Subaccounts; and the Commission concurred in the selection and, authorized the expenditure of money from SH 121 Subaccount in Minute Order 116386 dated April 29, 2021; and

**WHEREAS**, the Local Government is a political subdivision and governmental entity by statutory definition; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

**WHEREAS**, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccounts.

**NOW, THEREFORE**, the Parties agree as follows:

## **AGREEMENT**

### **Article 1. Time Period Covered**

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided. This agreement shall remain in effect until the close of ordinary business on August 31, 2024. [note: three years is the maximum term for non-construction.]

### **Article 2. Project Funding**

The State will pay money to the Local Government from the SH 121 Subaccounts in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 26 of the Texas Department of Transportation bill pattern in Senate Bill 1, 86th Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccounts to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2014 Fiscal Year began September 1, 2013).

### **Article 3. Separate Account; Interest**

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities,

CSJ: 0918-47-369; AFAID: Z00004127

**Project:** Incident Management Freeway Blocking Equipment

**Limits:** Various locations in the City of Lancaster

**District:** 18-Dallas

**Code Chart:** 23850

**Funding Category:** Cat 3. RTR (SH 121)

and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

#### **Article 4. Shortfalls in Funding**

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccounts. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccounts do not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

#### **Article 5. Return of Project Funding**

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

#### **Article 6. Local Match**

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

#### **Article 11. Compliance with Laws**

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance

**CSJ:** 0918-47-369; **AFAID:** Z00004127

**Project:** Incident Management Freeway Blocking Equipment

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**Funding Category:** Cat 3. RTR (SH 121)

#### **Article 12. Compliance with Texas Accessibility Standards and ADA**

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

#### **Article 13. Work Outside the Project Site**

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

#### **Article 14. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### **Article 15. Audit**

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

#### **Article 17. Responsibilities of the Parties**

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay

**CSJ:** 0918-47-369; **AFAID:** Z00004127

**Project:** Incident Management Freeway Blocking Equipment

**Limits:** Various locations in the City of Lancaster

**District:** 18-Dallas

**Code Chart:** 23850

**Funding Category:** Cat 3. RTR (SH 121)

any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.

- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

#### **Article 18. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

| <b>Local Government:</b>                                                                         | <b>State:</b>                                                                                                                             |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| City of Lancaster<br>Attention: City Manager<br>211 North Henry Street<br>Lancaster, Texas 75146 | Texas Department of Transportation<br>Attention: Director of Contract Services<br>125 East 11 <sup>th</sup> Street<br>Austin, Texas 78701 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

#### **Article 19. Right of Access**

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

#### **Article 20. Project Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 21. Inspection of Books and Records**

The Local Government shall keep a complete and accurate record to document the

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performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 22. NCTCOG**

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by Project. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project.

#### **Article 23. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **Article 24. Amendments**

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

#### **Article 25. Termination**

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45-day period to cure after receiving written notice of non-compliance.

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#### **Article 26. Work by Debarred Person**

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

#### **Article 27. Sole Agreement**

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

#### **Article 28. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

#### **Article 29. Remedies**

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

#### **Article 30. Legal Construction**

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

#### **Article 31. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this Agreement.

#### **THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

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By:

*Kenneth Stewart*

F1GBA80FDB904B6

Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

Date: 1/13/2023

## THE LOCAL GOVERNMENT

### North Central Texas Council of Governments

DocuSigned by:

*Opal Mauldin-Jones*

By:

50CB694F86B6436

Opal Mauldin-Jones

City Manager

City of Lancaster

Date: 1/12/2023

**CSJ:** 0918-47-369; AFAID: Z00004127

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## **ATTACHMENT A**

### **Payment Provisions and Work Responsibilities**

For CSJ 0918-47-379 the State will pay \$89,774 from the 121 Subaccount to purchase a crash attenuator truck in order to improve roadway safety for the City of Lancaster.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

| Description                       | Fiscal Year      | Total Estimate Cost | Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation | Local Government Participation |
|-----------------------------------|------------------|---------------------|-------------------------------------------------------------------|--------------------------------|
| Non-Construction (Implementation) | 2023             | \$112,217           | \$89,774                                                          | \$22,443                       |
| <b>TOTAL</b>                      | <b>\$112,217</b> | <b>\$112,217</b>    | <b>\$89,774</b>                                                   | <b>\$22,443</b>                |

The Local Government required match is \$22,443.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

**Work Responsibilities:** The City of Lancaster Fire Department will provide highway safety coverage (blocking) for first responders working in a highly hazardous environment due to roadway traffic. Locations are as follows:

#### City of Lancaster

- IH-20 from IH-35E to approximately 2,150 feet west of Dallas Avenue (SH-342) both eastbound and westbound
- IH-35E from IH-20 to approximately 350 feet north of Tater Brown (Dallas/Ellis County Line) Northbound only
- Dallas Avenue (SH 342) from Cedardale Road to approximately 2,800 feet south of Reindeer Road (Dallas/Ellis County Line) both northbound and southbound

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

3.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Financially Sound Government

**Submitted by:** Kenneth L. Johnson, Fire Chief

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#### **Agenda Caption:**

Consider a resolution approving the terms and conditions of an agreement between Revenue Optimization Solutions, LLC and the City of Lancaster for services related to cost allocation and cost reporting services for the Texas Ambulance Service Supplemental Payment Program (TASSPP).

#### **Background:**

The City of Lancaster Fire Department (LFD) is an approved provider in the Texas Ambulance Services Supplemental Payment Program (TASSPP) which allows the ability to obtain cost recovery/supplemental payments in addition to Medicaid payments.

In accordance with Title 1 of the Texas Administrative Code (TAC), Part 15, Chapter 355, Subchapter J, Division 31, Rule 8600, governmental ambulance providers that are eligible for supplemental payments must submit an annual cost report for ground and air ambulance services delivered to Medicaid clients on a cost report form specified by Health and Human Services Commission (HHSC). Providers certify through the cost report process their total actual federal and non-federal costs and expenditures for the fiscal year. Cost reports must be completed for a full year based on the federal fiscal year.

Effective October 1, 2011, preparers must complete cost report training every other year for the odd-year cost report to receive credit to complete both that odd-year cost report and the following even-year cost report. If a new preparer wishes to complete an even-year cost report and has not completed the previous odd-year cost report training, to receive training credit to complete the even-year cost report, he/she must complete an even-year cost report training.

Revenue Optimization Solutions, LLC will provide the professional provider cost reporting services and other services necessary to maintain LFD as an approved provider in the Texas Ambulance Services Supplemental Payment Program (TASSPP) and obtain Supplemental Payments for LFD in addition to the Medicaid payments that LFD is currently receiving through its billings ("Supplemental Payments").

#### **Operational Considerations:**

The agreement will continue our ability to collect supplemental payments in addition to the Medicaid payments that LFD is currently receiving through its billings ("Supplemental Payments").

#### **Public Information Considerations:**

This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Fiscal Impact:**

The agreement expires on September 30, 2024, and automatically renews for three (3) years unless terminated. Revenue Optimization Solutions, LLC. will retain 4.5% of gross receipts.

**Options/Alternatives:**

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

**Recommendation:**

Staff recommends approval of the agreement as presented.

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN REVENUE OPTIMIZATION SOLUTIONS, LLC; AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR SERVICES RELATED TO THE COST ALLOCATION, AND COST REPORTING SERVICES FOR THE TEXAS AMBULANCE SERVICES SUPPLEMENTAL PAYMENT PROGRAM ("TASSPP") IN ACCORDANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS; IN PROVIDING ADVANCED MEDICAL CARE TO THE CITIZENS AND VISITORS OF THE CITY OF LANCASTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Revenue Optimization Solutions, LLC represents to Lancaster Fire Department (LFD) that Revenue Optimization Solutions, LLC has the skills and expertise necessary to provide, on behalf of LFD, the cost allocation, and cost reporting services for the Texas Ambulance Services Supplemental Payment Program ("TASSPP") in accordance with federal and state laws and regulations;

**WHEREAS**, Revenue Optimization Solutions, LLC further represents to LFD that, pursuant to the TASSPP, LFD will receive supplemental payments in addition to the Medicaid payments that LFD is currently receiving through its billings ("Supplemental Payments"); and

**WHEREAS**, the City of Lancaster wishes to engage Revenue Optimization Solutions, LLC to perform the professional services necessary to maintain LFD as an approved provider in the TASSPP and obtain the Supplemental Payments for LFD pursuant to the terms of this Agreement

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

**SECTION 1.** The City Council hereby, approves the terms and conditions of the agreement between the City of Lancaster and Revenue Optimization Solutions, LLC, which is attached hereto and incorporated herein by reference as Exhibit "A"; and, the City Manager is hereby authorized to execute said Agreement

**SECTION 2.** That this Resolution shall take effect on its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of February 2023

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David T. Ritter, City Attorney

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## CONTRACTOR AGREEMENT

This Contractor Agreement (“Agreement”) is entered into by and between the Lancaster Fire Department (“LFD”) and Revenue Optimization Solutions, LLC (“CONTRACTOR”) as of January 27, 2023 (the “Effective Date”).

**WHEREAS**, CONTRACTOR represents to LFD that CONTRACTOR has the skills and expertise necessary to provide, on behalf of LFD, the cost allocation, and cost reporting services for the Texas Ambulance Services Supplemental Payment Program (“TASSPP”) in accordance with federal and state laws and regulations;

**WHEREAS**, CONTRACTOR further represents to LFD that, pursuant to the TASSPP, LFD will receive supplemental payments in addition to the Medicaid payments that LFD is currently receiving through its billings (“Supplemental Payments”); and

**WHEREAS**, LFD wishes to engage CONTRACTOR to perform the professional services necessary to maintain LFD as an approved provider in the TASSPP and obtain the Supplemental Payments for LFD pursuant to the terms of this Agreement.

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, LFD and CONTRACTOR hereby agree as follows:

### 1. Description of Services

CONTRACTOR will provide the professional provider cost reporting services and other services necessary to maintain LFD as an approved provider in the TASSPP and obtain Supplemental Payments for LFD, including the services described in Attachment A (“the Contracted Services”). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner. CONTRACTOR agrees that it will use its own best expert and professional judgment in developing the methods to be employed to maintain LFD as an approved provider in the TASSPP and to optimize the amount of the Supplemental Payments received by LFD.

### 2. Term

- a. The term of this Agreement will begin on the Effective Date and end after the **federal fiscal year 2024 TASSPP cost reporting cycle**. Thereafter, the Agreement shall automatically renew for successive three (3) year terms unless either party provides to the other, not less than ninety (90) days prior to the expiration of the then-current term, written notice of its intent to terminate the Agreement.
  - i. Given the current Texas Health and Human Services Commission (HHSC) TASSPP cost report schedule, for the federal fiscal year ending September 30, CONTRACTOR and

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LFD will submit the annual fiscal year cost reports by March 31 of the year following the close of said federal fiscal year.

- ii. HHSC is currently scheduled to make payments to providers on each fiscal year TASSPP cost report by September 30 of the year following the close of the federal fiscal year, unless there is a state audit which would delay that payment. CONTRACTOR shall submit an invoice to LFD shortly after LFD receives payment from HHSC for each cost report submitted.

### **3. Compensation**

- a. LFD will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.
- b. LFD will compensate CONTRACTOR within a reasonable period following receipt of an invoice statement from CONTRACTOR that comport with the terms of this Agreement. CONTRACTOR shall submit invoices directly to the LFD Contact identified in Section 5. Payment by LFD will be conditioned upon CONTRACTOR's performance of the Contracted Services to the reasonable satisfaction of LFD.
- c. Upon termination of this Agreement, other than termination for cause under Section 4(b), or termination for convenience by CONTRACTOR under Section 4(c), CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination, on a basis as set forth herein. Upon termination by LFD for cause under Section 4(b), LFD may deduct from such compensation to CONTRACTOR any costs, expenses, and damages reasonably attributable to the breach by CONTRACTOR; CONTRACTOR promptly shall return to LFD any compensation that was paid in excess of this net amount due.

### **4. Termination**

- a. General: The term of this Agreement is set forth in Section 2; provided, however, that the Agreement may be terminated before the end of the term pursuant to the following subsections of this Section 4.
- b. Termination for Cause: This Agreement may be terminated immediately by either party following a material breach of this Agreement by the other party; provided, however, that termination for breach shall not become effective unless and until the party in breach has been given written notice of such breach and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within ten (10) days following said notice.

- c. Termination for Convenience: This Agreement may be terminated for convenience by either LFD or CONTRACTOR following ninety (90) calendar days advance written notice to the other party.

## 5. Notices and Contact Persons

All written notices required by this Agreement shall be sent to the following persons, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

**For LFD:**

|                                |                                       |
|--------------------------------|---------------------------------------|
| <u>Opal Mauldin-Jones</u>      | <u>Copy to: David Ritter</u>          |
| <u>City Manager</u>            | <u>City Attorney</u>                  |
| <u>City of Lancaster</u>       | <u>Brown &amp; Hoffmeister, LLP</u>   |
| <u>211 N. Henry Street</u>     | <u>740 E. Campbell Road, Ste. 800</u> |
| <u>Lancaster, TX 75146</u>     | <u>Richardson, TX 75801</u>           |
| <u>(972) 218-1300</u>          | <u>(972) 747-6100</u>                 |
| <u>OJones@lancaster-tx.com</u> | <u>Dritter@dhlaw.net</u>              |

**For CONTRACTOR:**

Kevin Coyle  
President  
Revenue Optimization Solutions, LLC  
1000 Heritage Center Circle  
Round Rock, TX 78664  
(512) 537-9588  
kcoyle@revopsllc.com

## 6. Approval of Contracted Services

CONTRACTOR periodically shall provide written and oral reports to LFD and the LFD Contact Person as may be reasonably necessary, as determined by LFD, to assess performance. The Contracted Services performed by CONTRACTOR are subject to acceptance by LFD, which acceptance shall not be withheld unreasonably.

## 7. CONTRACTOR Representations and Warranties

CONTRACTOR hereby represents and warrants to LFD as follows:

- a. CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority.

- b.** The execution of this Agreement and the performance of the obligations and duties hereunder does, and will at all times, comply with all applicable ordinances, laws, rules, and regulations of local, state, and federal governments, or any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to either party.
- c.** CONTRACTOR shall immediately notify LFD in writing if any of the representations contained in this Agreement become no longer accurate during the term of this Agreement.

## **8. Standards of Conduct and Compliance with Laws**

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this Agreement. All services furnished by the CONTRACTOR under this Agreement shall be rendered in full compliance with applicable federal, state and local laws, ordinances, rules and regulations. It shall be the CONTRACTOR's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance with those applicable laws, rules, and regulations at all times.

## **9. Relationship of the Parties**

- a.** The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of LFD.
- b.** CONTRACTOR shall, at its cost, secure and maintain all insurance, licenses, and permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by LFD to its employees. LFD will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.
- c.** CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for LFD or otherwise incur any obligation on behalf of LFD for any purpose unless expressly authorized by LFD.

## **10. Record Maintenance and Protected/Patient Health Information**

- a.** With respect to all records of any kind that CONTRACTOR acquires or creates for purposes of performing the Contracted Services, CONTRACTOR shall comply with all applicable record retention requirements, shall not knowingly destroy records that are required to be preserved, and shall maintain project records in an orderly manner.

- b.** CONTRACTOR shall make available to LFD upon request all records relating to the Contracted Services, including records relating to its invoices.
- c.** CONTRACTOR shall cooperate with LFD in the event of any audit relating to the Contracted Services.
- d.** At the termination of this Agreement, if requested by LFD, CONTRACTOR shall provide to LFD all records relating to the Contracted Services.
- e.** While receipt of information conforming to this section is not necessary to conduct the Contracted Services, CONTRACTOR will comply and take all steps necessary to comply with the Health Insurance Portability and Accountability Act (“HIPAA”), including the execution of a mutually agreed to Business Associate Agreement, in the event that such information conforming to this section is received by CONTRACTOR. LFD’s obligations are those of a “Covered Entity” and CONTRACTOR’s obligations are those of a “Business Associate,” both as defined by HIPAA. CONTRACTOR will return, destroy, or retain (in each instance subject to HIPAA safeguards) all individually identifiable health information obtained from LFD.

## **11. Indemnification and Insurance**

- a.** CONTRACTOR shall indemnify and hold LFD harmless from all claims, losses, expenses, fees (including attorney’s fees), costs, judgments, fines and penalties that may be asserted against LFD as a result of, or arising from, (i) any act or omission by CONTRACTOR including, but not limited to, CONTRACTOR’S performance or failure to perform the Contracted Services, (ii) any breach of this Agreement, or (iii) any breach of CONTRACTOR’S representations or warranties contained herein. In the event of an administrative agency recoupment or disallowance of funds payable to LFD relating to services provided by CONTRACTOR, CONTRACTOR shall promptly return to LFD the portion of any compensation CONTRACTOR has received that are attributable to such recoupment or disallowance.
- b.** CONTRACTOR shall maintain during the term of this Agreement appropriate insurance as will protect both LFD and CONTRACTOR from claims that may arise from CONTRACTOR’s performance of the Contracted Services. Upon request, CONTRACTOR shall provide LFD with a certificate of insurance and shall have LFD included as an additional insured under CONTRACTOR’s insurance policies.

## **12. Assignments and Subcontracts**

CONTRACTOR may neither assign nor further subcontract its obligations under this Agreement to any other entity without the prior written consent of LFD.

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**13. Ownership of Work Product and Intellectual Property**

- a. CONTRACTOR expressly assigns to LFD any and all rights and interests that CONTRACTOR owns, or will own, in any work product and intellectual property that CONTRACTOR conceives, devises, or develops, or to which CONTRACTOR contributed, in connection with the performance of the Contracted Services under this Agreement including, but not limited to, any and all ownership rights and interests relating to the TASSPP. The parties acknowledge and agree that LFD is, and will be, the sole owner of all rights and interests in the TASSPP at all times, both during and after the term of this Agreement. CONTRACTOR will retain ownership of all pre-existing software and other intellectual property that CONTRACTOR has acquired or developed prior to the commencement of this Agreement.
- b. CONTRACTOR represents that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

**14. Conflicts; No Raiding Agreement**

During the term of this Agreement and for one year thereafter, CONTRACTOR shall not, without the prior written consent of LFD, knowingly solicit or offer employment to any LFD employee. The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for LFD and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

**15. Media Communications**

Except as specifically authorized by LFD, CONTRACTOR shall not communicate with the news media concerning LFD or the Contracted Services.

**16. Waiver**

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

**17. Entire Agreement**

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, both written and oral.

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**18. Amendment**

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

**19. Severability**

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

**20. Applicable Law**

The parties agree that this Agreement is governed by the laws of the State of Texas. The parties also consent to jurisdiction in the courts of the State of Texas and agree that such courts shall have exclusive jurisdiction over the enforcement of this Agreement. Further, the parties acknowledge that DALLAS County, Texas is a place where performance of certain terms of this Agreement shall occur. Therefore, the parties agree that the venue for any court action or proceeding arising out of, or relating to this Agreement shall be in the state courts located in DALLAS County, Texas.

**21. Accounting Upon Termination**

Upon the termination of this Agreement, CONTRACTOR shall deliver to LFD all records, notes, data, memoranda, work product, and equipment in its possession that are the property of LFD, as well as all necessary documentation to maintain LFD as an approved provider in the TASSPP and any other project for which CONTRACTOR has provided services.

**22. Authority to Sign**

Each party represents that: (a) it has the authority to enter into this Agreement; and (b) that the individual signing this Agreement on its behalf is authorized to do so.

---

Kevin Coyle, President  
Revenue Optimization Solutions, LLC

Date

---

Opal Mauldin-Jones, City Manager  
City of Lancaster

Date

---

**ATTACHMENT A**  
**CONTRACTED SERVICES**

CONTRACTOR will provide to LFD cost allocation, and cost reporting services in conjunction with the TASSPP.

CONTRACTOR's services will include:

a. Cost Allocation Services

- i. CONTRACTOR shall prepare the necessary documentation as required by the TASSPP to document how cost are allocated for TASSPP reporting purposes.
- ii. CONTRACTOR shall prepare the necessary documentation and submit the cost allocation report to LFD for review prior to submittal as part of the TASSPP.
- iii. CONTRACTOR shall manage and draft responses to the questions that the state may have related to the cost allocation report.

b. Cost Reporting Services

- i. CONTRACTOR shall prepare the necessary documentation and reports required by the TASSPP to meet the cost reporting requirements for TASSPP reporting purposes.
- ii. CONTRACTOR shall identify the data necessary for cost reporting purposes and prepare a data request for LFD that shall identify the necessary information for TASSPP reporting purposes.
- iii. CONTRACTOR shall work with LFD to obtain the necessary statistical, expenditure, and billing information necessary to report as part of the TASSPP.
- iv. CONTRACTOR shall receive the necessary statistical, expenditure, and billing information from LFD and analyze the data to make sure it complies with TASSPP requirements.
- v. CONTRACTOR shall prepare and submit the necessary documentation to LFD for review prior to submittal as part of the TASSPP.
- vi. CONTRACTOR shall manage and draft responses to questions that the state may have related to the cost report.

- c. CONTRACTOR will work closely with LFD throughout the TASSPP project and it will require regular contact with operational and financial staff within LFD.

**ATTACHMENT B**  
**COMPENSATION**

- a. LFD will compensate CONTRACTOR at the rate of **4.50 percent** of the revenue realized by LFD from the TASSPP for the term of the contract.
- b. This rate applies only to the revenue realized by LFD associated with the TASSPP.
- c. LFD shall not make payment to CONTRACTOR until LFD receives payment from the state as part of the TASSPP.
- d. The table below details the COMPENSATION:

| TASSPP Cost Reporting Fiscal Year     | Cost Report Submittal Date | Estimated HHSC Payment Date | CONTRACTOR Fee - %                                                                                          |
|---------------------------------------|----------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>FY 2022</b><br>(10/1/21 – 9/30/22) | March 31, 2023             | September 30, 2023          | <b>4.50%</b><br><b>of revenue realized by LFD thru</b><br><b>FY 2024 TASSPP Cost Report</b><br><b>Cycle</b> |
| <b>FY 2023</b><br>(10/1/22 – 9/30/23) | March 31, 2024             | September 30, 2024          |                                                                                                             |
| <b>FY 2024</b><br>(10/1/23 – 9/30/24) | March 31, 2025             | September 30, 2025          |                                                                                                             |

## ATTACHMENT C BACKGROUND

Revenue Optimization Solutions, LLC (ROS) was founded as a Texas Limited Liability Company in 2012 and has since grown to one of the largest ambulance services cost reporting firms in the country. With our strategic relationships with the McKesson Corporation, and now with Change Healthcare, ROS has experience working with 42 of the State of Texas' 80 providers participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP) as well as experience with clients in Florida, Massachusetts, and California. Below is a listing of client experience that ROS and its team members have in Texas under separate contracts or as part of our strategic relationship with the McKesson Corporation and now Change Healthcare.

| Client Experience              |                               |                               |
|--------------------------------|-------------------------------|-------------------------------|
| Lancaster Fire Department      | Lewisville Fire Department    | Bryan Fire Department         |
| Farmers Branch Fire Department | Allen Fire Department         | Addison Fire Department       |
| Keller Fire-Rescue Department  | Duncanville Fire Department   | Plainview Fire/EMS Department |
| Cedar Hill Fire Department     | Denton Fire Department        | Seguin Fire & EMS Department  |
| DeSoto Fire Rescue             | San Angelo Fire Department    | Washington County EMS         |
| Irving Fire Department         | Calhoun County EMS            | Laredo Fire Department        |
| McKinney Fire Department       | Bandera County EMS            | Burnet Fire Department        |
| Longview Fire Department       | Copperas Cove Fire Department | Pearland Fire/EMS             |
| Marshall Fire Department       | Scurry County EMS             | Beaumont EMS                  |
| New Braunfels Fire Department  | Vernon Fire/EMS Department    | Schertz EMS                   |
| Corsicana Fire Department      | Lufkin Fire Department        | Grapevine Fire Department     |
| Austin-Travis County EMS       | Corsicana Fire Department     | Mesquite Fire Department      |

ROS has been the technical cost report preparer for the Lancaster Fire Department since the Fire Department submitted its application for participation in the TASSPP in December, 2013. ROS has been working with the Lancaster Fire Department to prepare the FY 2014 – FY 2021 TASSPP Cost Reports.

ROS appreciates the opportunity to work with the Lancaster Fire Department over the last nine plus years, and we hope that we can continue our relationship into the future.

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

4.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** David T. Ritter, City Attorney  
Opal Mauldin-Jones, City Manager

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### **Agenda Caption:**

Consider a resolution for the City of Lancaster to participate in the proposed opioid settlements brought by the state of Texas and other jurisdictions against Allergan, CVS, Walgreens, and Walmart.

### **Background:**

The State of Texas, along with a broad coalition of states and political subdivisions from across the country has sued opioid distributors and opioid manufacturers for their role in the national opioid crisis. In July 2021, Attorney General Ken Paxton announced the State of Texas joined in a multi-state settlement with various manufacturers and distributors.

The State of Texas established the Texas Opioid Council to ensure the funds received by the state are equitably allocated to the receiving subdivisions and the funds are spent on remedying the opioid crisis in the state. Funds will be allocated based on a methodology of population health data and the prevalence of opioid incidents.

On December 13, 2021, City Council adopted Resolution 2021-12-105 and attached as Exhibit "2" hereto, "Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet," to take any and all other steps requested or authorized by the Texas Attorney General's Office relative to the settlements referenced to formally participate in the opioid settlements.

This item requests City Council to authorize the City Manager to execute all necessary documents reflecting the City's election to also participate in the Walgreens, CVS, Walmart ("Pharmacies"), and Allergan ("Pharmaceutical Manufacturer) opioid settlements.

### **Legal Considerations:**

This resolution has been reviewed and approved as to form, by the City Attorney.

### **Public Information Considerations:**

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Fiscal Impact:**

Opioid settlement funds will be allocated to the abatement of the opioid crisis in the form of education or program assistance.

**Options/Alternatives:**

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

**Recommendation:**

Staff recommends approval of the resolution, as presented.

**Attachments**

Resolution

Exhibit 1

Exhibit 2

Exhibit 3

Exhibit 4

Exhibit 5

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## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ELECTING TO PARTICIPATE IN THE PROPOSED OPIOID SETTLEMENTS BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST PHARMACEUTICAL MANUFACTURER, ALLERGAN (“MANUFACTURERS”), AND THREE PHARMACIES, CVS, WALGREENS, AND WALMART (“PHARMACIES”) FOR THEIR ROLES IN THE NATIONAL OPIOID CRISIS; MAKING FINDINGS; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTATION RELATED THERETO; AFFIRMING THE SUBDIVISION AND SPECIAL DISTRICT SETTLEMENT PARTICIPATION FORM ; PROVIDING FOR REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State of Texas, along with a broad coalition of states and political subdivisions from across the country has sued opioid distributors—and opioid manufacturers for their role in the national opioid crisis; and

**WHEREAS**, opioid use in the United States has resulted in an increase of opioid drug overdose deaths to a record high 69,000 in 2020, and in Texas at the same time drug overdose deaths increased 31.9%, driven primarily by opioid overdose deaths; and

**WHEREAS**, the opioid overdose death increase was driven primarily by fentanyl and other synthetic opioids; and

**WHEREAS**, Allergan (“Manufacturer”), and CVS, Walgreens, and Walmart (“Pharmacies”); have reached a proposed final settlement with The State of Texas; 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; and

**WHEREAS**, on December 13, 2021, the City of Lancaster City Council adopted in Resolution 2021-12-105 and attached as Exhibit "5" hereto, “Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet,” to take any and all other steps requested or authorized by the Texas Attorney General’s Office relative to the settlements referenced in this Resolution; and

**WHEREAS**, a proposed Texas settlement agreement (“Settlement”) has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Allergan (“Manufacturer”), and CVS, Walgreens, and Walmart (“Pharmacies”) and the City Council finds it advisable to accept the terms of the proposed agreements.

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

**SECTION 1.** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** The City Manager shall be authorized to execute all necessary documentation reflecting the City’s election to participate in "Allergan", and “CVS, Walgreens, and Walmart” settlements referenced in this Resolution, as reflected in Exhibits 1-4 hereto, “Subdivision and Special District Participation Form (Walgreens)", “Subdivision and Special District Participation Form (CVS)", Subdivision and Special District Participation Form (Walmart)", Subdivision and Special District Participation Form (Allerrgan)"respectively; and

**SECTION 3.** The "Texas Term Sheet" previously adopted on December 13, 2001 is hereby reaffirmed.

**SECTION 4.** Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

**SECTION 5.** This resolution shall take effect immediately from and after the date of passage and as provided by law.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th February, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

# **Exhibit 1**

## **EXHIBIT K**

### **Subdivision Participation and Release Form**

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

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

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



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

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

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



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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit 2

## **EXHIBIT K**

### **Subdivision Participation and Release Form**

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

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

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



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

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

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



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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit 3

## **EXHIBIT K**

### **Subdivision Participation and Release Form**

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

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

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



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

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

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

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



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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit 4

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

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

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

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



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

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

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

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



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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit 5

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

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

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

### **A. Definitions**

As used in this Texas Term Sheet:

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

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

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

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

## **B. Allocation of Settlement Proceeds**

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

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

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

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

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

### **C. Payment of Counsel and Litigation Expenses**

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

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

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

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

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

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

#### **D. The Texas Opioid Council and Texas Abatement Fund**

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

#### **E. Settlement Negotiations**

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

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

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

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

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

## **F. Amendments**

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

### **Acknowledgment of Agreement**

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

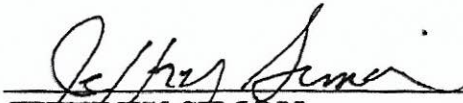


KENNETH PAXTON, JR.  
ATTORNEY GENERAL

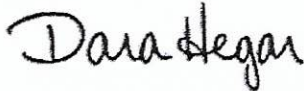
FOR THE SUBDIVISIONS  
AND TEXAS MDL PSC:



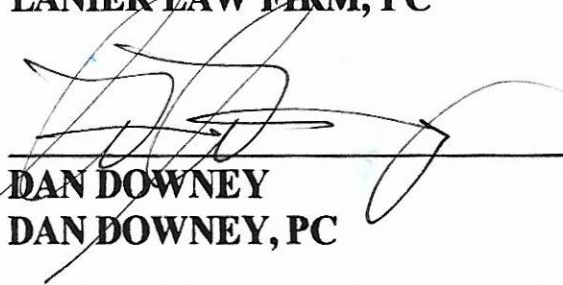
MIKAL WATTS  
WATTS GUERRA LLP



JEFFREY SIMON  
SIMON GREENSTONE PANATIER, PC



DARA HEGAR  
LANIER LAW FIRM, PC



DAN DOWNEY  
DAN DOWNEY, PC

:sas

# EXHIBIT A

## **Opioid Abatement Fund (Texas) Settlement**

### **Opioid Council**

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

#### **I. Structure**

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

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

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

##### **A. Membership**

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

##### **1. *Statewide Members.***

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

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

##### **2. *Regional Members.***

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

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

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

## B. Terms

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

## C. Governance

### *1. Administration*

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

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

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

## 2. *Transparency*

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

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

## 3. *Authority*

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

## D. Operation and Expenses

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

### 1. *Executive Director*

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

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

## *2. Travel Reimbursement*

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

## **II. Duties/Roles**

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

### A. Approved Abatement Strategies

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

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

### B. Texas Abatement Fund Point of Contact

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

### C. Auditor

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

### D. Funding Allocation

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

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

#### E. Appeal Process

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

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

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

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

#### F. Education

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

# EXHIBIT B

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

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

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

(Table continues on multiple pages below)

|                  |             |                      |             |
|------------------|-------------|----------------------|-------------|
| Annetta South    | \$602       | Lincoln Park         | \$677       |
| Annona           | \$738       | Lindale              | \$24,202    |
| Anson            | \$5,134     | Linden               | \$3,661     |
| Anthony          | \$4,514     | Lindsay              | \$1,228     |
| Anton            | \$444       | Lipan                | \$44        |
| Appleby          | \$1,551     | Lipscomb County      | \$10,132    |
| Aquilla          | \$208       | Little Elm           | \$69,326    |
| Aransas County   | \$266,512   | Little River-Academy | \$798       |
| Aransas Pass     | \$57,813    | Littlefield          | \$7,678     |
| Archer City      | \$10,554    | Live Oak             | \$32,740    |
| Archer County    | \$45,534    | Live Oak County      | \$39,716    |
| Arcola           | \$7,290     | Liverpool            | \$1,435     |
| Argyle           | \$11,406    | Livingston           | \$73,165    |
| Arlington        | \$735,803   | Llano                | \$23,121    |
| Armstrong County | \$974       | Llano County         | \$115,647   |
| Arp              | \$2,009     | Lockhart             | \$49,050    |
| Asherton         | \$112       | Lockney              | \$3,301     |
| Aspermont        | \$9         | Log Cabin            | \$1,960     |
| Atascosa County  | \$176,903   | Lometa               | \$1,176     |
| Athens           | \$105,942   | Lone Oak             | \$1,705     |
| Atlanta          | \$30,995    | Lone Star            | \$8,283     |
| Aubrey           | \$15,141    | Longview             | \$482,254   |
| Aurora           | \$1,849     | Loraine              | \$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     |
| Broadus             | \$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     | Winnnsboro        | \$28,791    |
| Krugerville    | \$1,508   | Winona            | \$319       |
| Krum           | \$9,661   | Winters           | \$6,229     |
| Kurten         | \$686     | Wise County       | \$289,074   |
| Kyle           | \$51,835  | Wixon Valley      | \$441       |
| La Feria       | \$10,381  | Wolfe City        | \$5,466     |

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

# EXHIBIT C

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

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

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

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

5.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** Sorangel O. Arenas, City Secretary

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#### **Agenda Caption:**

Consider a resolution ordering a General Election to be held on Saturday, May 6, 2023, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6 for a three-year term; providing for the publication and posting of notice; and providing for early voting dates, times and locations.

Considerar una resolución ordenando una elección general la cual se llevará a cabo el Sábado, 6 de Mayo del 2023, para la elección de los siguientes: Miembro del consejo del Distrito 2, Miembro del consejo del Distrito 4, y Miembro del consejo del Distrito 6 para un período de tres años; se dispone la publicación de la notificación; y el ofrecimiento de fechas, horarios y locaciones para votar de manera temprana.

#### **Background:**

The municipal General Election for City officers this year includes councilmembers for Districts 2, 4 and 6. The designated uniform Election Day is Saturday, May 6, 2023.

#### **Operational Considerations:**

To conduct the election, the City of Lancaster will participate in a joint election with other governing entities in Dallas County administered by Dallas County Elections. Participating in a joint election with other cities and school districts greatly reduces election costs for all participants. The Joint Election Agreement will be provided at the next scheduled Council meeting.

Early voting will be held at the Lancaster Veterans Memorial Library. This location best serves the election process by offering sufficient space for the voters, easy entry/exit from the room (without entering the Library itself) and offers the necessary technology access for use by Dallas County Elections personnel. This location is familiar to our voters and has consistently been used in recent elections for early voting as well as for Election Day voting. During early voting, registered voters may vote at any Dallas County early voting polling location.

Election day voting for the joint election will be held on May 6, 2023, and will be conducted at various branch voting polling locations. A list of all Dallas County voting locations is available at [www.dallascountyyvotes.org](http://www.dallascountyyvotes.org).

**Legal Considerations:**

The City Attorney has reviewed the resolution ordering the election. The statutory last day for City Council to order the election is February 17, 2023.

Pursuant to state and federal laws, the resolution (Election Order) is provided in English and Spanish. In addition, the caption on the City's agenda for this meeting for the election order is in English and Spanish.

The 82nd Texas Legislature revised the requirements for notice of early voting locations contained in the election order. Election law only requires the main early voting location to be listed in the election order. The main early voting location (Dallas County Records Building) and the Lancaster early voting location (Veterans Memorial Library) are included in the election order.

**Public Information Considerations:**

All requirements for the posting and publishing of the election order will be completed as outlined in the election order. This resolution is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

**Fiscal Impact:**

The City's cost will depend on the number of entities contracting with Dallas County for election services. There will be further details regarding estimated election costs in the future agenda item on the joint election agreement. If a run-off election is required, the City will incur additional costs.

**Options/Alternatives:**

1. City Council may approve the resolution, as presented
2. City Council may deny the resolution requiring the City to incur the full cost and responsibility of conducting a standalone election.

**Recommendation:**

Staff recommends approval of the resolution as presented ordering the General Election for municipal officers on Saturday, May 6, 2023.

**Attachments**

Resolution - Election Order

Spanish Resolution - Election Order

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## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 6, 2023 FOR THE ELECTION OF ONE COUNCILMEMBER FOR DISTRICT 2, ONE COUNCILMEMBER FOR DISTRICT 4, AND ONE COUNCILMEMBER FOR DISTRICT 6 FOR A THREE YEAR TERM; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING DATES, TIMES AND LOCATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Charter requires that a councilmember for Districts 2, 4 and 6 shall be elected this year at a General Election to be held on May 6, 2023, under the TEXAS ELECTION CODE and the City's Home Rule Charter; and

**WHEREAS**, by law it becomes the ministerial duty of the City Council to call for such municipal election;

**NOW, THEREFORE, BE IT REMEMBERED THAT** on this the 13th day of February, 2023, at a duly convened meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the Council issued the following order:

**IT IS HEREBY ORDERED** that a General Election be held in the City of Lancaster, Texas, on the 6<sup>th</sup> day of May, 2023, the same being the first Saturday of the month, 7:00 a.m. to 7:00 p.m., for the purpose of electing one councilmember for District 2 for a three (3) year term, one councilmember for District 4 for a three (3) year term, and one councilmember for District 6 for a three (3) year term; and,

**IT IS FURTHER ORDERED:** That such general election shall be held as a Joint Election administered by the Dallas County Elections Administrator in accordance with the provisions of the TEXAS ELECTION CODE and a Joint Election Agreement; and,

None but legally qualified voters of District 2 shall be entitled to vote for the Councilmember for District 2; none but legally qualified voters of District 4 shall be entitled to vote for the Councilmember for District 4; and none but legally qualified voters of District 6 shall be entitled to vote for the Councilmember for District 6; and,

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified; and,

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be held. If a run-off election becomes necessary, the run-off election shall be held on Saturday, June 10, 2023. The Dallas County Elections Administrator will conduct the run-off election; and,

A Presiding Election Judge and an Alternate Presiding Election Judge shall be appointed in accordance with the Joint Election Agreement; and,

Notice of said election shall be published once in the official newspaper of the City not earlier than April 6, 2023, the 30<sup>th</sup> day before Election Day, and not later than April 26, 2023, the 10<sup>th</sup> day before Election Day. Such notice shall also be posted on the Bulletin Board used to publish notice of City Council Meetings not later than April 15, 2023, the last business day prior to the 21<sup>st</sup> day before Election Day; and,

A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting and deliver a copy of said notice posted to the Mayor of the City of Lancaster after the posting is made; and,

### **EARLY VOTING**

Michael Scarpello, Dallas County Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations.

Early voting by personal appearance will be conducted at the main and branch locations beginning Monday, April 24, 2023 through Friday, April 28, 2023, between 8:00 a.m. to 5:00 p.m.; Saturday, April 29, 2023, between 8:00 a.m. to 5:00 p.m.; Sunday, April 30, 2023, between 12:00 p.m. to 6:00 p.m.; and Monday, May 1, 2023 through Tuesday, May 2, 2023, between 7:00 a.m. to 7:00 p.m.; and,

Any qualified voter of Lancaster may vote early for the Joint Election by personal appearance at either the main early voting location or at any Dallas County Branch Early Voting location;

**MAIN EARLY VOTING POLLING PLACE:** Dallas County Records Building

### **BRANCH EARLY VOTING POLLING PLACES:**

Branch early voting for the joint election to be held on April 24, 2023, will be conducted at various branch early voting polling locations including the Lancaster Veterans Memorial Library at 1600 Veterans Memorial Parkway, Lancaster, Texas 75134. A list of all Dallas County Early Voting Polling locations is available at: [www.dallascountyvotes.org](http://www.dallascountyvotes.org).

### **EARLY VOTING BY MAIL**

Application for a ballot by mail shall be mailed to:  
Michael Scarpello - Early Voting Clerk  
Office of the Elections Department  
1520 Round Table Drive  
Dallas, Texas 75247

Application for ballot by mail must be received no later than the close of business on April 25, 2023; and,

### **BRANCH ELECTION DAY VOTING POLLING PLACES:**

Branch voting for the joint election to be held on May 6, 2023, will be conducted at various branch voting polling locations. A list of all Dallas County Voting Polling locations is available at [www.dallascountyvotes.org](http://www.dallascountyvotes.org).

The City Secretary shall present such returns to the City Council for the canvassing of said elections; and,

The canvass of said election returns for the election of officers shall be conducted by the City Council not earlier than the 3rd day nor later than the 11th day after the election.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

## RESOLUCIÓN NO.

**RESOLUCIÓN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE LANCASTER, TEXAS, QUE ORDENA UNA ELECCIÓN GENERAL QUE SE CELEBRARA EL MAYO 6, 2023, PARA LA ELECCIÓN DE UN CONCEJO DE DISTRITO 2, UN CONCEJO DE DISTRITO 4, Y UN CONCEJO DE DISTRITO 6 PARA UN TÉRMINO DE TRES AÑOS; QUE CONTEMPLA LA PUBLICACIÓN Y PUBLICACIÓN DEL AVISO, LA PRESTACIÓN PARA VOTACIÓN TEMPRANA FECHAS, HORAS Y LUGARES; Y PROPORCIONAR UNA FECHA DE VIGENCIA.**

**CONSIDERANDO**, que la Carta exige que los concejales de la ciudad para los distritos 2, 4 y 6 serán elegidos este año en una elección general que se celebrará el Mayo 6, 2023, en el marco del Código Electoral de Texas y

**CONSIDERANDO**, que, por ley se convierte en el deber ministerial del Consejo de la Ciudad para solicitar tales elecciones municipales

**AHORA, POR LO TANTO**, debe recordarse que en este día el 13 de Febrero, 2023, en una reunión debidamente convocada del Consejo Municipal de la Ciudad de Lancaster, Texas, el quórum está presente, el Consejo emitió el siguiente orden:

**SE ORDENA** que las elecciones generales se celebrarán en la ciudad de Lancaster, Texas, el día 6 de Mayo 2023, el mismo ser el primer sábado del mes, de 7:00 a.m. - 7:00 p.m. con el fin de elegir a un Concejal para el Distrito 2, para un período tres (3) años, un Concejal del Distrito 4, para un período de tres (3) años, y un Concejal para el Distrito 6, para un período de tres (3) años y,

**SE ORDENA ADEMÁS:** Que las elecciones generales se llevará a cabo como una elección conjunta administrado por el Administrador de Elecciones del Condado de Dallas, de conformidad con las disposiciones del Código Electoral de Texas y un acuerdo electoral mixto y,

Ninguno, pero está legalmente calificado votantes del Distrito 2, tendrá derecho a votar por el concejal para el Distrito 2, ninguna formación jurídica, pero los votantes del Distrito 4, tendrá derecho a votar por el Concejal del Distrito 4, ninguna formación jurídica, pero los votantes del Distrito 6 se derecho a votar por el concejal para el Distrito 6 y,

El candidato para cada oficina, que recibe la mayoría de los votos emitidos para todos los candidatos a cargos serán elegidos para servir a dicho término o hasta que su sucesor sea debidamente elegido y calificado y,

En el caso de que cualquier candidato a cualquiera de dichos oficios no recibe una mayoría de los votos emitidos a favor de todos los candidatos a dicho cargo, una vuelta de las elecciones se celebrarán. Si una segunda vuelta de las elecciones se hace necesario, la vuelta de las elecciones se celebrará el Sábado, Junio 10, 2023. El Administrador de Elecciones del Condado de Dallas llevará a cabo la segunda vuelta electoral y,

Un Juez de Elección Presidente y un Suplente Elección Juez Presidente será nombrado de conformidad con el acuerdo electoral mixto y,

Aviso de dicha elección se publicará una vez en el periódico oficial de la ciudad no antes de Abril 6, 2023, 30 días antes de las elecciones, ya más tardar Abril 26, 2023, el día 10 antes de las elecciones. Dicho aviso también se publicará en el tablón de anuncios utilizado para publicar un anuncio de reuniones del Concejo Municipal a más tardar Abril 15, 2023, el último día hábil antes del día 21 antes de las elecciones y,

Una copia del anuncio publicado que contenga el nombre del periódico y la fecha de publicación se mantiene como un registro de tal notificación, y la persona que envía el anuncio deberá hacer un registro en el momento del anuncio indicando la fecha y lugar de envío y entregar una copia de dicho aviso enviado a el Alcalde de la ciudad de Lancaster, después de que se haga la publicación y,

### **VOTACIÓN TEMPRANA**

Michael Scarpello, Dallas County Elections Administrator, es el designado secretario de votación anticipada en cumplimiento con la Sección 271.006 del Código Electoral de Texas. Otros empleados de la votación anticipada Adjunto será designado como sea necesario para el proceso electrónico de votación temprana y llevar a cabo la votación anticipada en las sucursales.

La votación anticipada en persona se llevará a cabo a partir Lunes, Abril 24, 2023 hasta el Viernes, Abril 28, 2023, entre 8:00 a.m. - 5:00 p.m.; Sábado, Abril 29, 2022, entre las 8:00 a.m. - 5:00 p.m., Domingo, April 30, 2023, entre las 12:00 p.m. - 6:00 p.m., y Lunes, Mayo 1, 2023 hasta el Martes, Mayo 2, 2023, entre las 7:00 a.m. - 7:00 p.m. y,

Cualquier votante calificado de Lancaster puede votar por adelantado para la elección conjunta de comparecencia personal en cualquier lugar principal de votación anticipada o en cualquier lugar del condado de Dallas lugar de votación temprana:

**LUGARE PRINCIPAL DE VOTACIÓN TEMPRANA:** Dallas County Records Building

### **LUGARES DE VOTACIÓN TEMPRANA:**

Lugares de votación temprana para la elección conjunta que se celebrará Abril 24, 2023, se llevará a cabo en varios lugares de votación temprana, incluyendo la Biblioteca Lancaster Veterans Memorial Library at 1600 Veterans Memorial Parkway, Lancaster, Texas 75134. Una lista de todos los lugares del condado de Dallas votación temprana están disponible en:

[www.dallascountyvotes.org](http://www.dallascountyvotes.org).

### **VOTACIÓN TEMPRANA POR CORREO**

Solicitud para votar por correo deberán enviarse a:

Michael Scarpello - Early Voting Clerk

Office of the Elections Department

1520 Round Table Drive

Dallas, Texas 75247

Solicitud de boleta por correo deberán recibirse a más tardar al cierre de actividades Abril 25, 2023 y,

### **LUGARES DE VOTACIÓN DEL DÍA DE LA ELECCIÓN DE SUCURSAL:**

La votación de las sucursales para la elección conjunta que se llevará a cabo el Mayo 6, 2023 se llevará a cabo en varios lugares de votación de las sucursales. Una lista de todos los lugares de votación del condado de Dallas está disponible en [www.dallascountyvotes.org](http://www.dallascountyvotes.org).

El Secretario de la Ciudad deberá presentar estas declaraciones al Ayuntamiento para la captación de dicha elección y,

El escrutinio de los resultados de las elecciones dijo que para la elección de la Mesa se llevará a cabo por el Ayuntamiento no antes del día 3, ni a más tardar el día 11 después de las elecciones.

El Concejo Municipal llevará a cabo el escrutinio de dichos resultados electorales para la elección de funcionarios no antes del 3 día ni después del 11 día después de la elección.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

---

David T. Ritter, City Attorney

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

6.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community

**Submitted by:** Carey D. Neal, Jr., Assistant City Manager

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#### **Agenda Caption:**

Discuss and consider a resolution approving the terms and conditions of a renewal agreement for solid waste and disposal services with Community Waste Disposal, L.P. (CWD) to provide solid waste collection, hauling, and disposal for residential and commercial customers and recyclable materials collection processing and adopting rates for the City of Lancaster.

#### **Background:**

On December 14, 2015, the City of Lancaster entered into a contract with Community Waste Disposal (CWD) to provide refuse, recyclable materials, bulk and brush collection services within the city. The term of the contract was from February 1, 2016, through January 31, 2023. The contract can be renewed for one (1) additional three (3) year term unless either party gives written notice of election not to renew the contract to the other party, not less than one hundred eighty (180) days prior to the expiration of the original contract term or the first additional three (3) year term.

Council received a presentation at the January 23, 2023, City Council Special Work Session. CWD management agreed to extend the contract an additional thirty (30) days through February 28, 2023.

Following the discussion at the January 23, 2023, City Council Special Work Session, CWD submitted two agreements for consideration of the City Council.

Agreement option two (1) has a contract term of three (3) years beginning on March 1, 2023, and terminating on February 28, 2026. The agreement includes brush/bulky waste collection on a bi-monthly (once every two months) bases with the establishment of new service pickup dates for residents. Additionally, this option provides for an annual (once every year) rate adjustment, with the first rate adjustment request being effective March 1, 2024 and a request can be made every twelve (12) months following. This agreement specifies that adjustments are based on CPI, Fuel and Disposal cost for the year.

Agreement option two (2) has a contract term of three (7) years beginning on March 1, 2023, and terminating on February 28, 2030. The agreement includes brush/bulky waste collection on a bi-monthly (once every two months) bases with the establishment of new service pickup dates for residents. Additionally, this option provides for a biennial (once every two years) rate adjustment, with the first rate adjustment request being effective March 1, 2024 and a request can be made every twenty-four (24) months following. This agreement specifies that adjustments are based on CPI, Fuel and Disposal cost for the year.

**Legal Considerations:**

The resolution and the agreement were approved as to form by the City Attorney.

**Public Information Considerations:**

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

**Options/Alternatives:**

1. City Council may approve agreement option one (1), as presented.
2. City Council may approve agreement option (2), as presented.
3. City Council may deny the resolution.

**Recommendation:**

Staff recommends approval of agreement option one (1) having a contract term of three (3) years beginning on March 1, 2023, and terminating on February 28, 2026. To include brush/bulky waste collection on a bi-monthly (once every two months) bases with the establishment of new service pickup dates for residents. Allowing for an annual (once every year) rate adjustment, with the first rate adjustment request being effective March 1, 2024 and allowing a request to be made every twelve (12) months following, and agreeing that adjustments be based on CPI, Fuel and Disposal cost for the year.

**Attachments**

Resolution

Exhibit A

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## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SOLID WASTE DISPOSAL CONTRACT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD); AND PROVIDING THAT THE SAME SHALL BE IMPLEMENTED; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lancaster, Texas is a Home Rule Municipality located in Dallas County, Texas; and

**WHEREAS**, pursuant to Section 363 of the Texas Health and Safety Code, the City of Lancaster, Texas is the exclusive provider of municipal solid waste within the jurisdictional boundaries of the City of Lancaster, Texas; and

**WHEREAS**, after sending out requests for proposals and receipt of proposals, the City Council has determined that it is in the best interest of the citizens and the City to award a contract to CWD to provide municipal solid waste collection within the corporate limits of the City of Lancaster, Texas; and

**WHEREAS**, on December 14, 2015, the City of Lancaster entered into a contract with Community Waste Disposal (CWD) to provide refuse, recyclable materials, bulk and brush collection services within the city. The term of the contract was from February 1, 2016, through January 31, 2023.

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

**SECTION 1.** The municipal solid waste contract by and between the City of Lancaster, Texas and CWD is hereby approved in the form which is attached hereto and incorporated herein by reference as Exhibit "A"

**SECTION 2.** The City Manager is authorized to execute such contract after approval by the City Attorney.

**SECTION 3.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** 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 5.** This resolution shall become effective immediately upon its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of February, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

# Exhibit A



**FIRST AMENDMENT  
TO THE  
CITY OF LANCASTER  
SOLID WASTE COLLECTION AND  
DISPOSAL CONTRACT**

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**FIRST AMENDMENT TO THE  
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE  
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

**Page 1 of 8**

City February 9, 2023 – Option #1

STATE OF TEXAS                   §                   **FIRST AMENDMENT TO**  
                                          §                   **SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**  
COUNTY OF DALLAS           §

This First Amendment (the “**AMENDMENT**”) to the 2015 Contract (the “**CONTRACT**”) is entered into by and between the City of Lancaster, Texas, (the “**CITY**”) and Community Waste Disposal, L.P. (the “**CONTRACTOR**”) acting by and through their authorized representatives.

**WITNESSETH**

**WHEREAS**, **CITY** is empowered under Chapter 363 of the Texas Health And Safety Code to enter solid waste management service contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the collection and transportation of solid waste; and

**WHEREAS**, the in 2015, **CONTRACTOR** submitted a proposal, in response to a Request for Proposal from the City, to provide garbage collection and disposal, including collection of recyclables, bulk and brush pickup within the **CITY**, and to perform such work as may be incidental thereto; and

**WHEREAS**, based on the Request for Proposal response, **CITY** has determined that the proposal submitted by **CONTRACTOR** was in the best interest of the **CITY**; and

**WHEREAS**, the **CONTRACT** provides that in accordance with Section 10 that the term expires on January 31, 2023, but will be renewed for an additional three (3) year term commencing on February 1, 2023 and expiring on January 31, 2025; and

**WHEREAS**, **CITY AND CONTRACTOR** wish to amend the terms of the **CONTRACT** through this **AMENDMENT** to provide for a three-year renewal term, as well as for other additional mutually-agreed upon terms;

**NOW THEREFORE**, in consideration of the mutual agreements and covenants contained herein, the parties agree to amend the following Sections of the **CONTRACT** as follows:

**AMENDMENTS – GENERAL PROVISIONS**

1. Amendment to GENERAL PROVISIONS Section 10. Section 10 is amended as follows:

“10. The term this **CONTRACT** shall be for a period of seven (7) years, beginning on February 1, 2016 and terminating on January 31, 2023; an interim agreement between the parties shall be effective from February 1 to February 28, 2023, and shall be renewed for one three (3) year renewal term, commencing on March 1, 2023 and terminating on February 28, 2026.

**[SIGNATURE PAGE TO FOLLOW]**

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**FIRST AMENDMENT TO THE  
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE  
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

Executed in duplicated originals this \_\_\_\_ day of February, 2023.

**COMMUNITY WASTE DISPOSAL (CWD)**

**CITY OF LANCASTER, TEXAS**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**OPAL MAULDIN-JONES**

City Manager

211 N. Henry Street

P.O. Box 940

Lancaster, Texas 75146

**ATTEST:**

By: \_\_\_\_\_

**SORANGEL O. ARENAS,**

City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**DAVID T. RITTER, City Attorney**

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**FIRST AMENDMENT TO THE  
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE  
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

## AMENDMENTS - CONTRACT TERMS

1. Amendment to CONTRACT TERMS Section 4.03. Section 4.03 is amended as follows:

“4.03 **Brush/Bulky Waste Collection:** **CONTRACTOR** shall collect Brush/Bulky Waste bi-monthly (once every two months). In order to maximize efficiency, the City collection area shall be divided into two zones. Brush/Bulky Wastes shall be collected at the curb line immediately adjacent to the street. Brush/Bulky Waste Collection shall be made every other month with no call-in required, with each zone having a designated start month which will be publicized by **CONTRACTOR** and **CITY** to the residents. The quantity of brush or bulk items shall be contained to twelve (12) cubic yards. If quantity of brush or bulk items exceeds the required size limitations, it is the responsibility of the occupant to remove the brush or bulk at their own expense. It shall be unlawful to place brush and bulk items out for collection prior to the Saturday before the scheduled collection week. Brush and bulk items shall be stored in the rear yard and be kept out of the public view until the Saturday before the scheduled collection week. It shall be unlawful to place brush and bulk items on any property other than an authorized municipal solid waste or recycling location. It shall be unlawful to place brush and bulk items on any other property than your own. Failure to remove brush and bulk waste that is in violation of this contract will result in the City causing such to be removed and all costs assessed against the property.”

2. Amendment to CONTRACT TERMS Section 5.03. Section 5.03 is amended as follows:

“5.03 **Routes of Collection:** Collection routes shall be established by the **CONTRACTOR** as approved by the **CITY**. The **CITY** shall be provided route collection maps, Container locations, and maps of the two Brush/Bulky Waste Collection zones.”

3. Amendment to CONTRACT TERMS Section 5.06.01. Section 5.06.01 is amended as follows:

“5.06.01 **CONTRACTOR**, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor reasonably necessary to adequately, efficiently, and properly collect and transport Solid Waste from accounts serviced by **CONTRACTOR** in accordance with this Contract and RFP 2015-02. **CONTRACTOR**, at its cost, will equip all four (4) of its residential Solid Waste Collection vehicles with 3<sup>rd</sup> Eye Safety, GPS, and Service Verification hardware. Collection of Solid Waste shall be made using sealed packer-type trucks, with a gross vehicle weight not to exceed TXDOT legal weight limits. No equipment shall be allowed to leak or scatter any waste within the limits of the **CITY** nor while en route to the Disposal Site where such accumulations shall be dumped.”

4. Amendment to CONTRACT TERMS Sections 14.00, 14.01, and 14.02. Sections 14.00, 14.01, and 14.02 are amended as follows:

### “14.00 **RATE GUARANTEE AND ADJUSTMENTS**”

**14.01** Currently in-effect rates will be effective until March 1, 2023, when the City of Lancaster Solid Waste Collection and Recycling Services **Schedule “A”** shall be in effect. The rates are guaranteed for the term of the **CONTRACT** (as modified by this **AMENDMENT**) subject to sections 14.02 and 14.04 herein. All disposal costs are included in the rate schedules.

**14.02 Modification of Rates:** All rates charged by Community Waste Disposal (**CONTRACTOR**) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment (“ACA” ). The first ACA will be effective on March 1, 2024, and subsequent adjustments will be made at twelve (12) month intervals thereafter, through the term of the **CONTRACT** (as modified by this **AMENDMENT**). The ACA will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the **CONTRACT**. Rates and fees will be adjusted based on the indices and methodology as described below. If any index referred to herein shall not be determined and publishing or if any index as it is constituted on the effective date of this **AMENDMENT** is thereafter substantially changed, there shall be substituted for such index another index or methodology as is mutually agreeable to by **CITY** and **CONTRACTOR**. The percental breakdown among the three ACA components (CPI, Fuel, and Disposal) will vary based on the type of service rendered and can be found on the System Chart below. The BCA is not based on service performance and will not be unreasonably withheld or denied.

**CPI (see System Chart for %)**

The basis for the CPI component of the increase will be the increase in the “Consumer Price Index – All Urban Consumers,” all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the ACA to be effective on March 1, 2024 (and every twelve (12) months thereafter), the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent annual increases, the Base CPI will be the CPI Index uses in the prior cost adjustment and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

**FUEL (see System Chart for %)**

The Fuel portion of the ACA will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy. (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the index. For the ACA to be effective on March 1, 2024 (and every twelve (12) months thereafter) the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the twelve (12) month period ending November 30, 2023. The Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the twelve (12) month period ending November 30, 2024. For all subsequent ACA’s the Base Index will be the fuel index used in the prior cost adjustment, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the twelve (12) month period ending November 30 of the current year.

## DISPOSAL (see System Chart for %)

The Disposal portion of the ACA will be determined using the increase in the CWD gate rate price for the McCommas Landfill. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. For the BCA to be effective on March 1, 2024 (and every twelve (12) months thereafter), the Base or Previous Disposal Index will be the McCommas Landfill gate rate effective on contract start date. The Current Disposal Index will be the McCommas Landfill gate rate in effect twenty-two (22) months from the contract start date. For all subsequent ACA's the contract, the Base or Previous Index value will be the previously used Index from the prior ACA, and the Current Disposal Index will be the McCommas Landfill gate rate in effect one month prior to the current year's contract anniversary date. In the event that the McCommas Landfill closes or is no longer available to CWD, **CONTRACTOR** may propose a new Landfill provider to **CITY**, along with a cost per ton and any proposed additional costs due to increased time and travel to the alternate landfill. The **CITY's** governing body shall have the discretion to accept or deny the terms of the proposed alternate landfill and associated costs.

## RECYCLABLE MATERIALS LIST.

If a sustainable market is no longer available for a recyclable commodity listed in Section 3.31, or if the value of any of the recyclable commodities listed in Section 3.31 drops below zero (0) dollars, **CONTRACTOR** may petition the **CITY** to have the recyclable removed from the accepted materials list, and may present an alternative special rate adjustment for the recyclable. A "sustainable market" shall mean at least one buyer located within one hundred (100) miles of the **CITY's** corporate limits who: (1) will purchase the recyclable commodity on an ongoing basis; and (2) on terms that will allow **CONTRACTOR** to sell the recyclable commodity at a break-even or profitable basis. The **CITY's** governing body shall have the discretion to accept or deny the terms of the petition or approve the proposed special rate adjustment.

## SYSTEM CHART

|          | Front Load<br>Trash | Roll Off<br>Trash | Roll Off<br>Excessive<br>Weight | Residential<br>Trash | Recycle |
|----------|---------------------|-------------------|---------------------------------|----------------------|---------|
| CPI      | 69%                 | 58%               | 0%                              | 70%                  | 85%     |
| CNG      |                     |                   |                                 |                      |         |
| Fuel     | 3%                  | 4%                | 0%                              | 5%                   | 5%      |
| Disposal | 28%                 | 38%               | 100%                            | 25%                  | 10%     |
| Total    | 100%                | 100%              | 100%                            | 100%                 | 100%    |

”

5. Amendment to CONTRACT TERMS Section 17.00. Section 17.00, is amended as follows:

**“17.00 NOTICES”**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the **CITY** at :

211 North Henry  
Lancaster Texas 75146  
ATTN City Manager

With copy to:

David T. Ritter  
Brown & Hofmeister, LLP  
740 E. Campbell Road, Suite 800  
Richardson, TX 75081

If to the **CONTRACTOR** at:

CWD  
Attn: Greg A. Roemer  
2010 California Crossing  
Dallas, TX 75220

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.”

6. Amendment to CONTRACT TERM Section 24.00. Section 24.00 is amended as follows:

**“24.00 RATES – SEE ATTACHED SCHEDULE A”**

7. Amendment to CONTRACT TERM Section 25.00. Section 25.00 is amended as follows:

**“25.00 COMMERCIAL RATE SCHEDULE – SEE ATTACHED SCHEDULE A”**

## SCHEDULE A



**FIRST AMENDMENT  
TO THE  
CITY OF LANCASTER  
SOLID WASTE COLLECTION AND  
DISPOSAL CONTRACT**

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**FIRST AMENDMENT TO THE  
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE  
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

**Page 1 of 8**

City February 9, 2022 – OPTION #2

STATE OF TEXAS                   §                   **FIRST AMENDMENT TO**  
                                          §                   **SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**  
COUNTY OF DALLAS           §

This First Amendment (the “**AMENDMENT**”) to the 2015 Contract (the “**CONTRACT**”) is entered into by and between the City of Lancaster, Texas, (the “**CITY**”) and Community Waste Disposal, L.P. (the “**CONTRACTOR**”) acting by and through their authorized representatives.

**WITNESSETH**

**WHEREAS**, **CITY** is empowered under Chapter 363 of the Texas Health And Safety Code to enter solid waste management service contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the collection and transportation of solid waste; and

**WHEREAS**, the in 2015, **CONTRACTOR** submitted a proposal, in response to a Request for Proposal from the City, to provide garbage collection and disposal, including collection of recyclables, bulk and brush pickup within the **CITY**, and to perform such work as may be incidental thereto; and

**WHEREAS**, based on the Request for Proposal response, **CITY** has determined that the proposal submitted by **CONTRACTOR** was in the best interest of the **CITY**; and

**WHEREAS**, the **CONTRACT** provides that in accordance with Section 10 that the term expires on January 31, 2023, but will be renewed for an additional three (3) year term commencing on February 1, 2023 and expiring on January 31, 2025; and

**WHEREAS**, **CITY AND CONTRACTOR** wish to amend the terms of the **CONTRACT** through this **AMENDMENT** to provide for a seven-year renewal term, as well as for other additional mutually-agreed upon terms;

**NOW THEREFORE**, in consideration of the mutual agreements and covenants contained herein, the parties agree to amend the following Sections of the **CONTRACT** as follows:

**AMENDMENTS – GENERAL PROVISIONS**

1. Amendment to GENERAL PROVISIONS Section 10. Section 10 is amended as follows:

“10. The term this **CONTRACT** shall be for a period of seven (7) years, beginning on February 1, 2016 and terminating on January 31, 2023; an interim agreement between the parties shall be effective from February 1 to February 28, 2023, and shall be renewed for one seven (7) year renewal term, commencing on March 1, 2023 and terminating on February 28, 2030.

**[SIGNATURE PAGE TO FOLLOW]**

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**FIRST AMENDMENT TO THE  
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE  
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

Executed in duplicated originals this \_\_\_\_ day of February, 2023.

**COMMUNITY WASTE DISPOSAL (CWD)**

**CITY OF LANCASTER, TEXAS**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**OPAL MAULDIN-JONES**

City Manager

211 N. Henry Street

P.O. Box 940

Lancaster, Texas 75146

**ATTEST:**

By: \_\_\_\_\_

**SORANGEL O. ARENAS,**

City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**DAVID T. RITTER, City Attorney**

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**FIRST AMENDMENT TO THE  
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE  
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

**Page 3 of 8**

City February 9, 2022 – OPTION #2

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### “14.00 **RATE GUARANTEE AND ADJUSTMENTS**”

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**14.02 Modification of Rates:** All rates charged by Community Waste Disposal (**CONTRACTOR**) will be subject to a Biennial CPI/Fuel/Disposal Cost Adjustment (“BCA” ). The first BCA will be effective on March 1, 2024, and subsequent adjustments will be made at twenty-four (24) month intervals thereafter, through the term of the **CONTRACT** (as modified by this **AMENDMENT**). The BCA will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the **CONTRACT**. Rates and fees will be adjusted based on the indices and methodology as described below. If any index referred to herein shall not be determined and publishing or if any index as it is constituted on the effective date of this **AMENDMENT** is thereafter substantially changed, there shall be substituted for such index another index or methodology as is mutually agreeable to by **CITY** and **CONTRACTOR**. The percental breakdown among the three BCA components (CPI, Fuel, and Disposal) will vary based on the type of service rendered and can be found on the System Chart below. The BCA is not based on service performance and will not be unreasonably withheld or denied.

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**“17.00 NOTICES”**

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If to the **CITY** at :

211 North Henry  
Lancaster Texas 75146  
ATTN City Manager

With copy to:

David T. Ritter  
Brown & Hofmeister, LLP  
740 E. Campbell Road, Suite 800  
Richardson, TX 75081

If to the **CONTRACTOR** at:

CWD  
Attn: Greg A. Roemer  
2010 California Crossing  
Dallas, TX 75220

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.”

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**“24.00 RATES – SEE ATTACHED SCHEDULE A”**

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**“25.00 COMMERCIAL RATE SCHEDULE – SEE ATTACHED SCHEDULE A”**

## SCHEDULE A

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

7.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community  
Sound Infrastructure  
Quality Development  
Professional and Committed City Workforce

**Submitted by:** Opal Mauldin-Jones, City Manager

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### **Agenda Caption:**

In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:

1. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

8.

**Meeting Date:** 02/13/2023

**Policy Statement:** This request supports the City Council 2022-2023 Policy Agenda

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community  
Sound Infrastructure  
Quality Development  
Professional and Committed City Workforce

**Submitted by:** Opal Mauldin-Jones, City Manager

---

#### **Agenda Caption:**

Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

#### **Background:**

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.