



NOTICE OF A REGULAR MEETING

Notice is hereby given that a Regular Meeting of the Governing Body of the City of Ranger, Texas, will be held on **Monday, March 27, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects will be discussed, to wit:

Agenda Item 01: **Call to Order-** Mayor Casey
Roll Call/Quorum Check
Invocation of Prayer
Pledge of Allegiance to the United States Flag
Pledge of Allegiance to the Texas Flag

Agenda Item 02: **Citizen's Presentation-**At this time, anyone on the list will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed THREE minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

Agenda Item 03: **Announcements from City Council or Staff-**Comments may be made by council or staff, **BUT NO ACTION TAKEN** on the following topics without specific notice. Those items include: Expressions of Thanks, Congratulations or Condolence; Information on Holiday schedules; Recognition of public officials, employees or citizens other than employees or officials whose status may be affected by the council through action; Reminders of community events or announcements involving an imminent threat to the public health and safety of the people of the municipality.

Agenda Item 04: **Discuss/Consider:** approval of the city council meeting minutes for the regular meeting on March 13, 2023, and the called meeting on March 21, 2023.

Agenda Item 05: **Discuss/Consider:** a proclamation for the City of Ranger Proclaiming the Month of April as Child Abuse Awareness and Prevention Month.

Agenda Item 06: **Discuss:** introduction from Abilene Environmental Landfill.

Agenda Item 07: **Discuss/Consider:** a proclamation for the City of Ranger Proclaiming the Month of April as 9-1-1 Education Month.

Agenda Item 08: **Discuss/Consider:** RESOLUTION NO. 2023-03-27-E: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

Agenda Item 09: **Discuss/Consider:** RESOLUTION NO. 2023-03-27-F: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

Agenda Item 10: Discuss/Consider: adopting civil rights policies as listed:

1. Citizens Participation Plan
2. A1003 Excessive Force Policy
3. A1015 Fair Housing Policy
4. A1004 Section 504 Policy and Grievance Procedures
5. Code of Conduct Policy

Agenda Item 11: Discuss/Consider: RESOLUTION NO. 2023-03-27-G: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, ACCEPTING THE OPIOID TEXAS TERM SHEET.

Agenda Item 12: Discuss/Consider: approving the City Manager employment agreement.

Agenda Item 13: Discuss/Consider: Adjournment

I, the undersigned authority, do hereby certify that the above notice of meeting of the Governing Body of the City of Ranger is a true and correct copy of said notice on the bulletin board at the City Hall of the City of Ranger, a place convenient and readily available to the general public at all times, and notice was posted by 5:30 p.m., March 24, 2023 and remained posted for 72 hours preceding the scheduled time of the meeting.

Savannah Fortenberry

Savannah Fortenberry, Ranger City Secretary

The City council reserves the right to convene into Executive Session concerning any of the items listed on this agenda under the authority of the Mayor, whenever it is considered necessary and legally justified under the Open Meetings Act.

NOTICE OF ASSISTANCE

Ranger City Hall and Council Chambers are wheelchair accessible and accessible parking spaces are available. Request for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact City Secretary's office at (254) 647-3522 for information or assistance.

This Notice was removed from the outside bulletin board on _____ by _____.



REGULAR MEETING MINUTES

A Regular Meeting of the Governing Body of the City of Ranger, Texas, was held on **Monday, March 13, 2023 at 5:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

| | |
|-------------------------------------|---------|
| Honorable John Casey | Mayor |
| Commissioner Larry Monroe | Place 1 |
| Commissioner Terry Robinson | Place 2 |
| Commissioner Kevan Moize | Place 3 |
| Commissioner Samantha McGinnis | Place 4 |
| City Secretary Savannah Fortenberry | |
| Honorable Tammy S. Archer | |

Agenda Item 01: Call to Order- Mayor Casey

Roll Call/Quorum Check- Mayor Casey
Invocation of Prayer- Commissioner McGinnis
Pledge of Allegiance to United States Flag- Mayor Casey
Pledge of Allegiance to Texas Flag- Mayor Casey

Agenda Item 02: Citizen's Presentation: 1. No Participation.

Agenda Item 03: Announcements from City Council or Staff- 1. Commissioner Monroe announced National Vietnam Day is March 29th. Saturday, March 25th at 1pm there will be an event in honor of National Vietnam Day for all to join at the Vietnam Veteran Park. Commissioner Monroe state Congressman Don Williams will have his staff present at this meeting.

Agenda Item 04: Discuss/Consider: approval of the city council meeting minutes for the regular meeting on February 27, 2023.

*Motion made by Commissioner Moize to approve the minutes for the regular meeting on February 27, 2023 and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 05: Discuss/Consider: approval of the board of appeals meeting minutes for the regular meeting on February 22, 2023.

*Motion made by Commissioner Moize to approve the board of appeals meeting minutes for the regular meeting on February 22, 2023 and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

Agenda Item 06: Discuss/Consider: Presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDV21-0298.

*Motion made by Commissioner McGinnis acknowledging and understanding the TDA Form A1024 CDBG Section 3 Goals and Concepts and 2nd by Commissioner Moize. **All Ayes and Motion Passed.**

*Council read and understood the Section 3 Presentation.

Agenda Item 07: Discuss/Consider: Award Construction Contract for CDBG TDA 2021 Grant Project #CDV21-0298 to Horseshoe Construction, Inc. in the amount of \$301,860.00.

*Motion made by Commissioner Moize to award the construction contract to Horseshoe Construction in the amount of \$301,860.00 and the difference of \$6,860.00 in local funds and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 08: Discuss/Consider: update regarding the Texas Department of Agriculture Grant Project CDV21-0298.

*Council was updated regarding the TDA Grant Project CDV21-0298. The construction contract was awarded to Horseshoe Construction. **No Action Taken.**

Agenda Item 09: Discuss/Consider: awarding of the engineering services contract for the preparation of the City's 2023-2024 Texas Community Development Block Grant (TxCDBG) application and subsequent engineering contract if funded.

*Motion made by Commissioner Moize to award the engineering service contract to Jacob Martin and 2nd by Commissioner McGinnis. **All Ayes and Motion Passed.**

*City Secretary, Savannah Fortenberry, stated Jacob Martin was the only submission received by the City of Ranger.

Agenda Item 10: Discuss/Consider: update regarding the Texas Department of Housing & Community Affairs Project fire/EMS vehicle.

*Council was updated regarding the TDHCA Fire/EMS vehicle. The City was awarded a grant in the amount of \$309,091.31 on April 14, 2022 for the purchase of an ambulance. The ambulance was delivered on November 29, 2022. **No Action Taken.**

Agenda Item 11: Discuss/Consider: update regarding the American Rescue Plan funds (ARPA).

*Council was updated regarding the American Rescue Plan funds. Council was given the expenses and a remaining amount of \$301,188.81 left to be expensed. **No Action.**

Agenda Item 12: Discuss/Consider: update regarding the Critical Facilities Generator Projects.

*Council was updated regarding the Critical Facilities Generator Projects. The grant match portion was reduced from 25% to 10% per project. The Ranger FD Generator match portion is \$5,990 and the Ranger Hill Pump Station Generator Project match portion is \$7,520.00. **No Action.**

Agenda Item 13: Discuss/Consider: City of Ranger in the settlements reached by the Texas Attorney General with Allergan, CVS, Walgreens and Walmart, and authorizing the City Manager to execute all documentation necessary to participate in the settlements, including execution of the Subdivision Participation Forms.

*Motion made by Commissioner Moize to allow the City Manager to execute all documentation necessary to participate in the settlements, including execution of the Subdivision Participation Forms and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

Agenda Item 14: Discuss/Consider: Convene into executive session pursuant to Section 551.071, Texas Local Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding:

- One Source Equipment LLC

Agenda Item 15: Discuss/Consider: Reconvene into Open Session at 6:39pm to take action as determined appropriate in the City Council's discretion regarding:

- One Source Equipment LLC

*Steve Gerdes requested Ken Charman to be in executive session and Mayor Casey allowed.

*Steve Gerdes gave the council an update regarding One Source Equipment LLC. Commissioner Moize stated the EDC had the support of the council. **No action taken.**

Agenda Item 16: Discuss/Consider: Convene in Executive Session at 5:31pm Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer or employee. – John Casey, Mayor

- City Manager
- Public Works Director

Agenda Item 17: Discuss/Consider: Reconvene into Open Session and take action from Executive Session – John Casey, Mayor

*Mayor Casey invited Tammy Archer, Office Manager, and Darwin Archer, Consultant, via phone for agenda item 16.

*Motion made by Commissioner Moize after review and discussion by council to interview one candidate for City Manager based upon eligibility and 2nd by Commissioner Monroe. **All Ayes and Motion Passed.**

*Motion made by Commissioner Moize to table the Public Works Director application process until March 27th and 2nd by Commissioner Monroe. **Aye: Moize, Monroe, McGinnis; Naye: Robinson and Motion Passed.**

Agenda Item 18: Discuss/Consider: Consent Items; the Approval of Monthly Department Reports:

- **Finance Report-** Director Savannah Fortenberry
- **Library Report-** Librarian Diana McCullough
- **REDC 4A Report-** President Steve Gerdes
- **REDC 4B Report-** President Steve Gerdes
- **Municipal Court Report-** Judge Tammy Archer
- **Fire/EMS Report-** Chief Darrel Fox
- **Police Department-** Chief Moran
- **Animal Control/Code Enforcement-** River Gibson
- **Public Works Report**

*Motion made by Commissioner Moize to approve the reports and 2nd by Commissioner Monroe. **All Ayes and the motion passed.**

Agenda Item 19: Discuss/Consider: Adjournment- 7:22pm

*Motion made by Commissioner Monroe to adjourn and Commissioner McGinnis 2nd the motion. **All Ayes and Motion Passed.**

These minutes were approved on the 27th day of March, 2023

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary



CALLED MEETING MINUTES

A Called Meeting of the Governing Body of the City of Ranger, Texas, was held on **Tuesday, March 21, 2023 at 2:30 p.m.** in City Hall, 400 West Main Street Ranger, Texas. The following subjects were discussed, to wit:

COUNCIL MEMBERS AND CITY STAFF PRESENT:

| | |
|-------------------------------------|---------|
| Honorable John Casey | Mayor |
| Commissioner Larry Monroe | Place 1 |
| Commissioner Terry Robinson | Place 2 |
| Commissioner Kevan Moize | Place 3 |
| Commissioner Samantha McGinnis | Place 4 |
| City Secretary Savannah Fortenberry | |
| Honorable Tammy S. Archer | |

Agenda Item 01: Call to Order- Mayor Casey
Roll Call/Quorum Check- Savannah Fortenberry

Agenda Item 02: Citizen's Presentation: 1. None

Agenda Item 03: Discuss/Consider: Convene in Executive Session at **2:30pm** Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer or employee. – John Casey, Mayor

- City Manager

Agenda Item 04: Discuss/Consider: Reconvene into Open Session at **3:33pm** and take action from Executive Session – John Casey, Mayor

*Motion made by Commissioner Moize to offer the City Manager Role to Savannah Fortenberry conditioned upon the acceptance of the contract by City Commission and Ms. Fortenberry and 2nd by Commissioner Monroe. **Ayes: Moize, Monroe, McGinnis, Casey; Naye: Robinson; 4 Ayes and Motion Passed.**

*Commissioner Robinson made a statement that she thinks she did not have the opportunity to do a fair and valid determination because council was not able to interview anyone else even though there were other applicants on the table. Commissioner Robinson stated because of that her vote was no.

Agenda Item 05: Discuss/Consider: Adjournment- 3:35pm

*Motion made by Commissioner Monroe to adjourn and Commissioner Moize 2nd the motion.
All Ayes and Motion Passed.

These minutes were approved on the 21st day of March, 2023

CITY OF RANGER, TEXAS

John Casey, Mayor

ATTEST:

Savannah Fortenberry, City Secretary

DRAFT

PROCLAMATION

Proclaiming the Month of April Child Abuse Awareness & Prevention Month

Whereas, children are vital to our community's future success, prosperity, and quality of life as well as being our most vulnerable assets;

Whereas, nearly 60,000 children receive services from a Children's Advocacy Center in Texas annually;

Whereas, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people;

Whereas, communities must make every effort to promote programs that benefit children and their families;

Whereas effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community;

Therefore, the City of Ranger City Commissioners do hereby proclaim April as Child Abuse Awareness and Prevention Month and call upon all cities, community agencies, faith groups, medical facilities, elected leaders, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

Mayor, City of Ranger

Date

City Secretary, City of Ranger



400 West Main St
(254) 647-3522 Phone

Ranger, TX 76470
(254) 647-1407 Fax

John Casey - Mayor
Gerald Gunstanson - City Manager
Savannah Fortenberry - City Secretary
Andrew Lopez - Public Works Director
Tammy Archer - Municipal Judge
Darrell Fox - Fire Chief

City Council Meeting Agenda Item Request and Information Sheet

The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is the Wednesday by 5PM prior to the 72-Hour Posting of the City Council meeting. Requests received after that time will be scheduled for the following meeting. Please print or type all information. It is the Requestors responsibility to provide all necessary documents.

Requestor: Dale Garner Phone: 254-216-5111

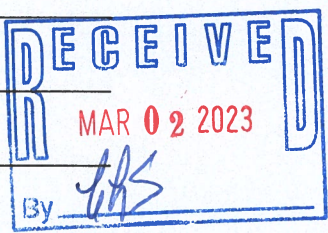
Date Submitted: 3/2/23 Time Submitted: _____

Meeting Date: 3/27/23

Agenda Item Title: Would like to do a short introduction of AEL (Abilene Environmental Landfill Waste hauling) company to the council

Description: Have literature and a short introduction so council has the opportunity to get to know us and reach out to our references before going out to bid

Recommended Action: none



CITIZEN SIGNATURE Dale Garner

Attach any supporting documents for Council Member Agenda packets.

PROCLAMATION

National 9-1-1 Education Month April 2023

WHEREAS, 9-1-1 is nationally recognized as the number to call in an emergency to receive immediate help from police, fire, emergency medical services, or other appropriate emergency response entities; and

WHEREAS, 9-1-1 was designated by Congress as the national emergency call number under the Wireless Communications and Public Safety Act of 1999 (Public Law 106-81); and

WHEREAS, the ENHANCE 911 Act of 2004 (Public Law 108-494) established enhanced 9-1-1 as a high national priority as part of our Nation's homeland security and public safety; and

WHEREAS, people of all ages use 9-1-1, and it is critical to educate the public of all ages on the proper use of 9-1-1; and

WHEREAS, a growing segment of the population, including the deaf, hard of hearing, deaf-blind, and individuals with speech disabilities increasingly communicate with nontraditional text, video and instant messaging communications services and anticipate that these services will be able to connect directly to 9-1-1; and

WHEREAS, thousands of 9-1-1 calls are made every year by children properly trained on the use of 9-1-1, resulting in lives saved which underscores the critical importance of training children early in life about 9-1-1; and

WHEREAS, there is widespread misuse of the 9-1-1 system, including prank and non-emergency calls, which can result in costly and inefficient use of 9-1-1 and emergency response resources.

NOW, therefore, I, John Casey, Mayor of Ranger, do hereby proclaim April as National 9-1-1 Education Month. I call upon all government officials, parents, teachers, school administrators, caregivers, businesses leaders, non-profit organizations, and the people of the United States to observe this month with training, events, and activities to educate the public on 9-1-1 and its services.

Dated this 27th day of March, 2023.

John Casey, Mayor

Attest:

Savannah Fortenberry, City Secretary

RESOLUTION NO. 2023-03-27-E

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of Ranger desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Ranger to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of the City of Ranger is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

- The City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to
 - o execute a grant application and any subsequent contractual documents,
 - o certify environmental review documents between the Texas Department of Agriculture and the City, and
 - o certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - o be assigned the role of Authorized Official in the TDA-GO grant management system.

- In addition to the above-designated officials, should any grant be funded the Finance Director are authorized to
 - o certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - o prepare and submit other financial documentation, and
 - o be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this 27th day of March 2023.

John Casey, Mayor
City of Ranger, Texas

Savannah Fortenberry, City Secretary
City of Ranger, Texas

RESOLUTION NO. 2023-03-27-F

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANGER, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Ranger desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Ranger to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of Ranger, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower-income residents and contract opportunities to businesses in the Section 3 Service Area;
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and the State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- in accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of Ranger, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application is for \$500,000.00 of grant funds to provide a water/sewer improvement project.
4. That all funds will be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
5. That it further be stated that the City of Ranger is committing \$25,000.00 from its Utility Fund as a cash contribution toward the administration activities of water/sewer improvement project.
6. The City of Ranger ADOPTS the following policies:
 - a. Citizen Participation Plan and Grievance Procedures (Form A1013);
 - b. Excessive Force Policy (Form A1003);
 - c. Section 504 Policy and Grievance Procedures (Form A1004);
 - d. Fair Housing Policy (Form A1015); and
 - e. Code of Conduct Policy (Form A1002).
7. The City of Ranger affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:
 - f. Section 3 Economic Opportunity;
 - g. Limited English Proficiency; and
 - h. Activity to Affirmatively Further Fair Housing Choice.

Passed and approved this 27th day of March 2023.

John Casey, Mayor
City of Ranger, Texas

Savannah Fortenberry, City Secretary
City of Ranger, Texas

§THE CITY OF RANGER
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Ranger City Hall, 400 W. Main St., Ranger, Texas 76470, (254) 647-3522, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at 400 W. Main St., Ranger, Texas 76470 or may call (254) 647-3522.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor or selected appointee shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within fifteen (15) days.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate languages.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based on the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published or posted at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper or posted in two locations, city hall and on the city website, or city hall and one additional location, either in the project area (or) a well-traveled public building. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from the closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish the notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from the

closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

John Casey, Mayor
City of Ranger

ATTEST:

Savannah Fortenberry, City Secretary
City of Ranger

Date: March 27, 2023

A1003

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Ranger hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Ranger to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of the City of Ranger to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Ranger passes this resolution adopting this policy.

As officers and representatives of the City of Ranger, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

John Casey, Mayor
City of Ranger

ATTEST:

Savannah Fortenberry, City Secretary

Date: March 27, 2023

A1015

Fair Housing Policy

In accordance with the Fair Housing Act, the City of Ranger *hereby* adopts the following policy with respect to Affirmatively Furthering Fair Housing:

1. *The City of Ranger agrees to affirmatively further fair housing choices for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).*
2. *The City of Ranger agrees to plan at least one activity during the contract term to affirmatively further fair housing.*
3. *The City of Ranger will introduce and pass a resolution adopting this policy.*

As officers and representatives of Ranger, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Mayor

Title

March 27, 2023
Date

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Ranger hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Ranger does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Ranger's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Ranger shall take continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For the hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Ranger shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Ranger to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the **Mayor, 400 W. Main St., Ranger, Texas 76470, (254) 647-3522**, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the **Mayor or selected appointee**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of the resolution, if any, shall be issued by the **Mayor**, and a copy forwarded to the complainant within fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Ranger relating to the complaint's files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Ranger within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and assure that the City of Ranger complies with Section 504 and HUD regulations.

John Casey, Mayor

Date

CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, the City of Ranger shall avoid, neutralize, or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Ranger shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer, or agent; any member of his/her immediate family; his/her partner; or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Ranger shall solicit or accept gratuities, favors, or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Ranger's Attorney. Where violations appear to have occurred, the offending employee, officer, or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this 27th day of March 2023.

John Casey, Mayor
City of Ranger

RESOLUTION NO. 2023-03-27-G

STATE OF TEXAS

COUNTY OF EASTLAND

BE IT REMEMBERED, at a regular meeting of the City Commission of Eastland County, Texas, held on the, 27th day of March, 2023, motion made by Commissioner _____ of the City of Ranger and seconded by Commissioner _____, of the City of Ranger, the following Resolution was adopted:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that we, the City Commission of the City of Ranger:

1. Support the adoption and approval the Texas Term Sheet in its entirety; and

2. Finds as follows:

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

b. The City Commission supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Commission understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

PASSED AND APPROVED on this the 27th day of March, 2023.

John Casey, Mayor
City of Ranger, Texas

Savannah Fortenberry, City Secretary
City of Ranger, Texas

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

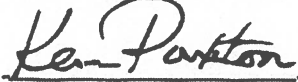
We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

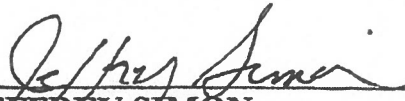


**KENNETH PAXTON, JR.
ATTORNEY GENERAL**

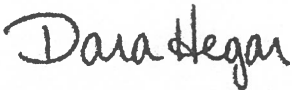
**FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:**



**MIKAL WATTS
WATTS GUERRA LLP**



**JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC**



**DARA HEGAR
LANIER LAW FIRM, PC**



**DAN DOWNEY
DAN DOWNEY, PC**

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. Statewide Members.

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

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

2. Regional Members.

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

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

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

B. Terms

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

C. Governance

1. *Administration*

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

APPENDIX A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expand availability of treatment for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) issues, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH issues, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Recruiting MAT Providers and Training;
 - c. Abstinence-based treatment;
 - d. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers; or
 - e. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH issues;
 - f. Recovery high schools
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH issues, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. "Support the establishment of the hub-and-spoke model of OUD treatment in all counties where possible, and across county lines where necessary."
5. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed, promising, or emerging practices such as adequate methadone dosing.
6. Support mobile intervention, treatment, and recovery services, offered by qualified professionals, for persons with OUD and any co-occurring SUD/MH issues or persons who have experienced an opioid overdose.

7. Treatment of mental health trauma issues resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such mental health trauma.
8. Support detoxification (detox) services for persons with OUD and any co-occurring SUD/MH issues, including medical detox, referral to treatment, or connections to other services or supports.
9. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists.
10. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH issues.
11. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
12. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH issues, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
13. Provide training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.
16. Support State or local learning collaboratives so that physicians involved in the care and treatment of those with OUD are kept abreast of the latest developments in evidence-based treatment.
17. Support State or local drop-in centers where those with OUD may go to seek assistance with recovery when they are ready to begin the process.

18. Support creation of teams in hospitals and emergency rooms to work with those with OUD and direct them to appropriate facilities for evidence-based treatment of OUD, including MAT.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH issues.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH issues, including supportive housing, housing assistance programs, or training for housing providers.
4. Provide community support services to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH issues
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH issues.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH issues.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH issues.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, the faith community, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs and appropriate training for all health care providers to identify those with potential problems in order to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH issues, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH issues or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH issues or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH issues or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH issues.
16. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS AND RURAL COUNTY UNATTENDED DEATHS

1. Address the needs of persons with OUD and any co-occurring SUD/MH issues who are involved or are at risk of becoming involved in the criminal justice system.
2. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Implementing or supporting pilot programs for the voluntary testing of individuals who enter local (city or county) criminal justice facilities, and for those identified with OUD, offer induction of evidence-based treatment, including MAT.
5. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated in jail or prison.
7. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
8. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
9. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH issues to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section;
10. Provide training to Justices of the Peace on unattended deaths involving drug use and reimbursement of transfer to and costs or expenses of a Medical Examiner to enhance better death understanding, statistics and recording on overdose involved deaths.

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

1. Support evidence-informed, promising, or emerging treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH issues.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs and training for all health care providers to identify women with potential opioid

use disorder so that they might be given the option of referral to a proper treatment program.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH issues.
4. Other measures to address Neonatal Abstinence Syndrome, including prevention, education, and treatment of OUD and any co-occurring SUD/MH issues.
5. Provide training to health care providers that work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family support for parenting women with OUD and any co-occurring SUD/MH issues.
7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH issues.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH issues, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.
11. Provision of education and psychosocial support services to children born with Neonatal Abstinence Syndrome.
12. Support family and baby reunification in recovery housing.

| |
|------------------------------------|
| <p>PART TWO: PREVENTION</p> |
|------------------------------------|

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

1. Training and continuing education of health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery
8. Educate Dispensers on appropriate opioid dispensing.
9. Develop and train physicians on algorithm for proper evidence-based pain management.

10. Fund State or local hotline so health care providers with questions regarding proper pain management or opioid prescribing can call and have an expert answer their questions.
11. Support for health information systems consistent with State regulations.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising or affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith community as a system to support prevention.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
10. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.
11. Support local law enforcement task forces aimed at disrupting and eliminating the manufacturers and distributors of illegal opioids.

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

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone and training to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH issues.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH issues.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government and not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH issues, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

K. TRAINING

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

L. RESEARCH

1. Support opioid abatement research, including but not limited to:
 - a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
 - b. Research non-opioid treatment of chronic pain.
 - c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
 - d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
 - e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
 - f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
 - g. Research on expanded modalities such as prescription methadone that can expand access to MAT;
 - h. Research on the effectiveness of Recovery High Schools and other educational interventions;
 - i. Research to track abatement progress in urban and rural areas.

M. MISCELLANEOUS

1. It is the intent of the Parties to the Texas Term Sheet in adopting the Abatement Strategies herein that the Council be guided by the allocation methodology in Exhibit C to the Texas Term Sheet in approving Regional strategies and that the Council consider the proportional share of the individual members in each Region when allocating the funds for approved abatement strategies within each Region.
2. It is the intent of the Parties to the Texas Term Sheet in adopting the Abatement Strategies herein that the Opioid Council have the flexibility to add, change or alter the Abatement Strategies herein as necessary to fulfill the intent that opioid abatement strategies best meet the needs of the Regions, subdivisions and intent of this document.

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)

| | | | |
|------------------|-------------|----------------------|-------------|
| Ametta South | \$602 | Lincoln Park | \$677 |
| Annona | \$738 | Lindale | \$24,202 |
| Anson | \$5,134 | Linden | \$3,661 |
| Anthony | \$4,514 | Lindsay | \$1,228 |
| Auton | \$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 |
| Couroe | \$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 | Rhame | \$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 |
| Eucinal | \$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 | Shanrock | \$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 | Splendor | \$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 | \$174 | 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 | Sudau | \$32 |
| Hallettsville | \$6,895 | Sugar Land | \$321,561 |
| Hallsburg | \$272 | Sullivan City | \$6,121 |
| Hallsville | \$10,239 | Sulphur Springs | \$124,603 |
| Haltom City | \$71,800 | Sun Valley | \$4 |
| Hamilton | \$3,581 | Sundown | \$2,592 |
| Hamilton County | \$66,357 | Sunnyvale | \$3,248 |
| Hamlin | \$4,656 | Sunray | \$2,571 |
| Hansford County | \$16,416 | Sunrise Beach Village | \$2,083 |
| Happy | \$327 | Sunset Valley | \$9,425 |
| Hardeman County | \$15,219 | Surfside Beach | \$6,530 |
| Hardin | \$100 | Sutton County | \$6,541 |
| Hardin County | \$379,800 | Sweeny | \$4,503 |
| Harker Heights | \$113,681 | Sweetwater | \$68,248 |
| Harlingen | \$165,429 | Swisher County | \$7,251 |
| Harris County | \$14,966,202 | Taft | \$5,861 |
| Harrison County | \$185,910 | Tahoka | \$430 |

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

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

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

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

| | | | |
|-----------------|----------|---------------|-----------|
| La Grange | \$9,623 | Wolforth | \$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 MANAGER AGREEMENT

City of Ranger, Texas
Savannah Fortenberry

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EASTLAND §

THIS CITY MANAGER AGREEMENT (“Agreement”) is made and entered into effective the 27th day of March, 2023, by and between the City of Ranger, Texas, a Texas municipal corporation (the “City”) and Savannah Fortenberry (the “Manager”).

WITNESSETH:

WHEREAS, the City Council of the City of Ranger, Texas, (the “Council”) and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Manager, as the city manager of the City of Ranger, Texas, ("City Manager"), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the City Manager, subject to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

I. TERM

1.1 TERM. The term of this Agreement shall be for a term of two (2) years beginning on March 27, 2023 (the "Commencement Date") and ending on March 26, 2025, provided, however, that the term of this Agreement shall be subject to earlier termination by a Unilateral Severance (as defined and set forth in Section 6.4 below) at the pleasure of the Council.

1.2 EXTENSION. The City may, by action of the Council, and with the consent and approval of the Manager, extend the term of this Agreement.

II. EMPLOYMENT

2.1 CHIEF EXECUTIVE OFFICER. The Manager is the chief executive officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Manager shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, if any; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

2.2 DUTIES. The Council does hereby employ Manager as City Manager to perform the City Manager's Duties in accordance with and pursuant to all Applicable Laws and Authorities, and duties as defined in "Attachment A" of this document, each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities:

- a. Employ, on behalf of the City, all other employees of the City, except those specifically assigned to City Council.
- b. Direct, assign, reassign and evaluate all of the employees of the City.
- c. Organize, reorganize and arrange the staff of the City.
- d. Develop and establish internal regulations, rules, and procedures which the Manager deems necessary for the efficient and effective operation of the City.
- e. Accept all resignations of employees of the City, except the Manager's resignation which must be accepted by the Council.

The Manager shall perform the City Manager's Duties with reasonable care, diligence, skill and expertise.

2.3 REASSIGNMENT. The Manager cannot be reassigned from the position of City Manager to another position without the Manager's prior express written consent.

2.4 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager or the Manager's designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Manager's evaluation, or for purposes of resolving conflicts between individual Council members.

2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Manager for study and/or appropriate action, and the Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

2.6 INDEMNIFICATION. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of the Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Manager. The selection of the Manager's legal counsel shall be with the mutual agreement of the Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Manager's employment with the City.

2.7 APPROPRIATION. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

2.8 HOURS OF WORK. The Manager acknowledges the proper performance of the City Manager's Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that, with the prior consent of the Council, the Manager may accept outside professional employment which does not interfere with the Manager performing the City Manager's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Manager is compensated and which are performed on the Manager's time off.

III. COMPENSATION

3.1 SALARY. The City shall provide the Manager with an annual salary in the sum of Seventy-Thousand Dollars (\$70,000). This annual salary rate shall be paid to the Manager in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions or actions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

3.3 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. The Manager may take, at the Manager's choice, the same number of hours of vacation authorized for other administrative employees of the City, the leave to be in a single period or at different times. The vacation leave taken by the Manager will be taken at such time or times as will least interfere with the performance of the City Manager's Duties. The Manager is hereby granted the same sick/personal leave benefits as authorized by Council policies for administrative employees. The Manager shall observe the same legal holidays as provided by the City for its administrative employees.

3.4 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.

3.5 INSURANCE – HEALTH. The City agrees to pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Manager pursuant to the group health care plan provided by the City for its administrative employees.

3.6 RETIREMENT BENEFIT. The City agrees to enroll the Manager into the applicable state or local retirement system and to make at least the same level of contributions for the Manager or on the Manager's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.

3.7 EXPENSES. The City shall pay or reimburse the Manager for reasonable expenses incurred by the Manager in the continuing performance of the Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Manager for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

3.8 BONDS. The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

3.9 CIVIC ACTIVITIES. The Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

IV. PROFESSIONAL GROWTH

4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through the Manager's continued professional participation, growth and advancement.

4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The City agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, Texas Midwest Community Network, and such other national, regional, state and local governmental groups and committees in which the Manager is a member.

4.3 PROFESSIONAL CONTINUING EDUCATION. The City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Manager's professional development. The City agrees to budget and pay for Texas Certified Public Management school for Manager.

V. PERFORMANCE EVALUATION

5.1 EVALUATION PROCESS. The Council shall review the Manager's job performance at least once annually with the first review being in March 2024, and subsequent annual reviews to occur during the month of March of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and the Manager. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation.

5.2 CONFIDENTIALITY. Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

5.3 MODIFICATION OF EVALUATION PROCESS. In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. TERMINATION

6.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the Council and Manager in writing and signed by them;
- b. Retirement or death of the Manager;
- c. Termination of Manager's Employment for "good cause" (as defined in Paragraph 6.2 below);
- d. A Unilateral Severance (as defined and set forth in Section 6.3 below); or,
- e. Expiration of the term of this Agreement.

6.2 "GOOD CAUSE". For purposes of this Agreement the term "good cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties hereunder.
- (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.

6.3 UNILATERAL SEVERANCE. As one of the termination events specified above in Paragraph 6.1, the Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council, whether with or without good cause, upon written notice to the Manager as specified below and payment to the Manager of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Manager at least thirty (30) days in advance of the effective date of such termination, which specifies: (aa) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph 6.3 of the Agreement, (bb) the effective date of the Unilateral Severance ("Severance Effective Date"), and (cc) the City's commitment to pay the Severance Amount (including a specific line item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. On or before the Severance Effective Date, the

Manager may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Manager, provided that the total Severance Amount must be paid and payable on or before the first anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

The "Severance Amount" means the total amount of: (a) an amount equal to the value of six (6) months of the Manager's then current salary to serve as the primary basis for the Manager's severance pay, plus (b) the value of any accrued but unused vacation and days, computed on an hourly basis determined by dividing the Manager's then current annual salary by 2080 hours. The "Severance Benefits" means, at the City's expense: (i) continued health insurance benefit pursuant to Paragraph 3.5 of the Agreement, for a period of six months or if sooner, until the Manager obtains other full time employment and coverage through a group health insurance plan from the Manager's new employer; and (ii) professional out placement services with a firm selected by the Manager, in a total amount not to exceed \$1,000. The "Current Obligations" includes all salary and benefits under this Agreement payable or otherwise owing by City to Manager through and including the Severance Effective Date.

Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the Manager waives and releases the Manager's rights to continued employment with the City and the parties waive and release the right to an arbitration hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

VII. GENERAL PROVISIONS

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 BINDING EFFECT. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by

law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

7.5 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Eastland County, Texas, unless otherwise provided by law.

CITY OF RANGER, TEXAS

John Casey, Mayor
City of Ranger, Texas

Executed this the ____ day of _____, 20__.

CITY MANAGER:

Savannah Fortenberry

Executed this the ____ day of _____, 20__.

ATTEST:

Somer Lee
Notary Public

(notary stamp here)

ATTACHMENT A:
Duties and Responsibilities of City Manager

- Be bound by the actions of the City Council.
- Implement policies adopted by City Council.
- Manage day-to-day operations of the City.
- Make recommendations on behalf of the general welfare of the City to the City Council.
- Provide oversight and direction for personnel.
- Provide professional resources for the City Council.
- Inform the Council in an objective and complete manner.
- Provide the Pros and Cons on an issue or project.
- Interface with the community to gather input.
- Interface with City legal counsel and County, State, and local agencies relative to City operations.
- Enforce municipal laws and ordinances (through proper means).
- Present and manage the annual City budget.
- Submit policy proposals and provide facts and advice to Council.
- Keep the community informed of local government matters.
- Other duties and responsibilities as assigned and agreed by both parties.