



**CITY OF GRAND PRAIRIE  
PUBLIC SAFETY, HEALTH, AND ENVIRONMENT  
COMMITTEE  
COUNCIL BRIEFING ROOM, 300 W. MAIN STREET  
MONDAY, DECEMBER 06, 2021 AT 3:00 PM**

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## **AMENDED AGENDA**

*The meeting will be held at City Hall, Council Briefing Room, 300 W. Main St, Grand Prairie, Texas. Some or all of the council members may participate remotely via video conference.*

### **CALL TO ORDER**

### **AGENDA ITEMS**

1. November 1, 2021 Public Safety, Health and Environment Meeting Minutes
2. Update on Delfasco Forge Superfund Site (ZOOM)
3. GPFD Reorganization and Schedule Change
4. 25<sup>th</sup> Quarterly Judicial Report
5. Grand Prairie Santa Cop Presentation
6. Briefing on Child Crimes
7. An Ordinance amending Chapter 5, “Animal Services,” by revising Section 5-57, “Breeding of cats and dogs,” to the Code of Ordinances of the City of Grand Prairie, Texas; Providing a Penalty Clause, A Savings Clause, and a Severability Clause; and providing an effective date upon passage and publication
8. Resolution authorizing the City Manager to apply for funding to the Tarrant County 9-1-1 District Public Safety Answering Point (PSAP) Assistance Program, in the amount of \$78,882 to purchase 9-1-1 related equipment, software, training and other allowable expenses
9. Ratify approval of Change Order #3 with Flock Safety Group, Inc. in the amount of \$10,360 for one prior term, \$9,360 for the current term, and \$9,360 annually for three additional one-year terms, totaling \$47,800; and approve an ordinance amending the FY 2022 Red Light Safety Fund for Change Order #4 in the amount of \$59,500 for an initial two-year term, and three additional one-year terms in the amount of \$28,500 each, totaling \$145,000
10. Resolution Authorizing the Adoption of the Texas Term Sheet for Approval of Proposed Opioid Settlement
11. Price Agreement for Litter Removal Texas Department of Transportation Rights-of-Way litter collection service from Good Earth Cooperation (up to \$297,000.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$1,485,000 if all extensions are exercised, authorize the City Manager to execute the renewal

options with aggregate price fluctuations of up to \$25,000.00 or 25% of the maximum price so long as the City Council appropriates sufficient funding to satisfy the city's obligation during the renewal terms

12. Purchase and installation of mobile backup generators and docking stations from Holt CAT through a national cooperative agreement with Sourcewell (formerly NJPA) in the amount of \$1,655,910.38 with a 10% contingency of \$165,591.04

## **EXECUTIVE SESSION**

*The Public Safety, Health, and Environment Committee may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:*

- (1) Section 551.071 "Consultation with Attorney"
- (2) Section 551.072 "Deliberation Regarding Real Property"
- (3) Section 551.074 "Personnel Matters"
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."

## **CITIZEN COMMENTS**

*Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.*

## **ADJOURNMENT**

*The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972 237 8035 or email GpCitySecretary@gptx.org at least three (3) business days prior to the scheduled meeting to request an accommodation.*

### *Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Public Safety, Health, and Environment Committee agenda was prepared and posted December 2, 2021.*



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*Chiquita Taylor, Assistant City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 12/06/2021

**REQUESTER:** Lana Yancey

**PRESENTER:** Jorja Clemson, Chairwoman

**TITLE:** November 1, 2021 Public Safety, Health and Environment Meeting Minutes

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

Minutes Attached.



**CITY OF GRAND PRAIRIE**  
**PUBLIC SAFETY, HEALTH, AND ENVIRONMENT**  
**COMMITTEE**  
**COUNCIL BRIEFING ROOM, 300 W. MAIN STREET**  
**MONDAY, NOVEMBER 01, 2021 AT 3:00 PM**

## MINUTES

### CALL TO ORDER

### PRESENT

Chairwoman Jorja Clemson  
 Council Member Dennis King  
 Council Member Junior Ezeonu

### AGENDA ITEMS

**1. October 4, 2021 Public Safety, Health and Environment Meeting Minutes**

Chairwoman Jorja Clemson requested that minutes be changed to reflect that everyone says "yea" and not just her. A motion was made to accept the minutes as corrected.

Motion made by Chairwoman Clemson, Seconded by Council Member Ezeonu.

Voting Yea: Chairwoman Clemson, Council Member King, Council Member Ezeonu

**2. Grand Prairie Health & Wellness Initiatives**

Werner Rodriguez with Environmental Services started off this presentation with monthly health and wellness topics that the city has events for. Every month there is a different topic that they will send an email about to over 15,000 people. We aim to take care of internal customers and external customers which are our residents. The Dallas County Community Needs Health Assessment comes out every two to three years and it shows the health needs that the community has. Grand Prairie has a high infant mortality rate so we aim several of our events to helping educate the community. Depending on what is going on in the world we try to bring those topics up. Together with Dallas County we set up events for residents to get a Covid-19 vaccine, especially in areas that are high risk.

Parks and Recreation Director Duane Strawn took over the presentation. As of November 1st, we went from 75% to 100% class openings. We have multiple events that people can chose from but we are having issues with finding instructors. Special events are back and we have done some upgrades to some of our parks to encourage people to get out and enjoy those facilities. We are trying to focus on social events because we have learned that is important for people to participate in those. For our seniors, we still have a nutrition program that supplies them with meals who do not feel comfortable getting out. We also are starting up trips for our seniors to enjoy again.

Communications and Library Director Amy Sprinkles briefed the committee on what the Libraries are doing to bring in people to exercise mind and body through classes, dvd's and online resources. The city libraries were only closed for four days during the pandemic and during that time they started sending encouraging notes to members or customers that they had not heard from in a while. The Dallas Morning News did a special feature on this initiative and it was very well received by customers. We also have Social Services now so we can connect our customers with resources they may need. All of this and more including info about Covid-19 are on our website.

Euriah Brown the Human Resources Operations Administrator and Manager of Benefits and Risk and Wellness Team took over the presentation on Employee Wellness Programs. We offer multiple discounts to employees to participate at different gyms and city facilities. Prairie Pulse is sent out by Marketing who we work closely with to get all events out to employees. There are multiple programs to help maintain different health issues along with how to prevent them. We also have an Employee Assistant Program that will allow employees to have five free counseling sessions to help them deal with life struggles, one of which is specifically for Police Officers to help them cope with things that many other people will never have to face.

Police Chief Daniel Scesney took over the presentation to explain some of the different programs that the Police Department have available to their employees. The Fit Force Program, which targets financial, emotional, physical fitness and spiritual wellness is something that we focus on a lot for our First Responders. Tarleton University did an anonymous survey among several different area agencies and Grand Prairie Officers scored the best in coping with anxiety, depression and stress due to the job. We also have the Cope Program which alerts us to residents in the city that may have mental illness and who need additional attention if an Officer comes across one of these individuals. We also have a new program called Blue Shoes that we started this year. We work with the school district in which teachers get shoe sizes from hundreds of kids from Kindergarten to Second grade. The teachers will give us the size of shoe each child wears and we go to the schools and put the shoes on the kids. This program has been sponsored by Amazon and Axon, a company that the PD works closely with after hearing about the great impact this initiative had. Nothing further on this item.

3. **Authorize the City Manager to accept a grant from the Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch Tobacco Enforcement Program, through an Interlocal Agreement with Texas State University up to the amount of \$18,750 for the purpose of compliance-related activities of tobacco retailers**

Police Chief Daniel Scesney briefed this committee on this item. This grant money allows us to target convenience stores that sell cigarettes to minors. This is a reoccurring program. The Texas State University manages the program, and they write a check to the Police Department to cover the overtime expense.

Motion made by Council Member Ezeonu, Seconded by Council Member King.  
Voting Yea: Chairwoman Clemson, Council Member King, Council Member Ezeonu

4. **First Reading of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to increase the commercial and industrial rates and increase the franchise fee from 4% to 5%**

Solid Waste and Recycling Director Patricia Redfearn briefed the committee on this item. After a review of our franchise fee compared to surrounding cities we discovered that Grand Prairie is significantly lower than most. Our rate is at 4% right now, this ordinance will raise the franchise fee to 5% which will not affect the Net to Republic but will slightly increase the amount to the city. The new ordinance will reflect the new 5% franchise fee.

Motion made by Council Member Ezeonu, Seconded by Council Member King.  
Voting Yea: Chairwoman Clemson, Council Member King, Council Member Ezeonu

5. **First Reading of an ordinance of the City of Grand Prairie, Texas, amending Chapter 26, Utilities and Services,” of the Code of Ordinance of the City of Grand Prairie, Texas by amendment of Article VI, “Garbage Collection and Disposal, “ Section 26-101 (c) and Section 26-115 (d), (f), and (h) to increase the franchise fee and commercial and industrial rates, making this amendment cumulative; repealing all ordinances in conflict herewith, providing a savings clause and a severability clause; and providing for an effective date**

Items number 4 and 5 were combined.

Motion made by Council Member King, Seconded by Council Member Ezeonu.  
Voting Yea: Chairwoman Clemson, Council Member King, Council Member Ezeonu

## **EXECUTIVE SESSION**

*No Executive Session.*

## **CITIZEN COMMENTS**

*No Citizen Comments.*

## **ADJOURNMENT**

**3:49 PM**

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*Jorja Clemson, Chairwoman*



## CITY OF GRAND PRAIRIE COMMUNICATION

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**MEETING DATE:** 12/06/2021

**REQUESTER:** Cindy Mendez

**PRESENTER:** Michael Torres, EPA Remedial Project Manager

**TITLE:** Update on Delfasco Forge Superfund Site (ZOOM)

**RECOMMENDED ACTION:** Informational Only

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### ANALYSIS:

The former Delfasco Forge located at 114 NE 28<sup>th</sup> Street was added to the National Priorities List on September 13, 2018 after an investigation by the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) conducted an investigation that determined that trichloroethylene (TCE) in the groundwater could enter homes overlying the contaminated groundwater through vapor intrusion. This site was identified for long-term clean up under the federal Superfund program. This presentation by the Remedial Project Manager from the EPA will discuss actions since the listing in 2018 and what future actions are planned for this site.

### FINANCIAL CONSIDERATION:

None



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 12/06/2021  
**REQUESTER:** Robert Fite, Fire Chief  
**PRESENTER:** Robert Fite, Fire Chief  
**TITLE:** GPFD Reorganization and Schedule Change  
**RECOMMENDED ACTION:** Presentation Only

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**ANALYSIS:**

The GPFD will go through a substantial reorganization in 2022. The last time the department went through a reorganization was in 2013-2014. In addition to the reorganization changes, we will present a new fire department work schedule that was voted in by the members of the department.

**FINANCIAL CONSIDERATION:**

None





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 12/06/2021  
**REQUESTER:** Olivia Tucker  
**PRESENTER:** Bryan S. Arnold, Presiding Judge  
**TITLE:** 25<sup>th</sup> Quarterly Judicial Report  
**RECOMMENDED ACTION:** Approve

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**JUDICIAL ACTIVITY REPORT**

November 2020 - October 2021

	2020 NOV	2020 DEC	2021 JAN	2021 FEB	2021 MARCH	2021 APRIL	2021 MAY	2021 JUNE	2021 JULY	2021 AUG	2021 SEPT	2021 OCT	TOTAL
<b><u>New Cases Filed</u></b>													
Ticket Count	3466	2886	2972	2590	3742	3266	3177	3688	3670	3964	3219	3192	39832
<b><u>Arraignments</u></b>													
Misdemeanor	159	233	191	167	216	207	207	215	207	137	240	219	2398
Felony	212	206	184	178	273	251	198	260	241	150	159	232	2544
Class C	234	201	327	224	485	464	414	593	560	552	652	734	5440
<b><u>Counsel Requested</u></b>													
Misdemeanor	0	0	125	116	151	146	140	121	154	95	133	133	1314
Felony	0	0	143	115	176	168	138	141	168	143	103	157	1452
<b><u>Trial by Judge</u></b>													
Actual	0	0	0	0	0	0	0	0	3	1	0	0	4
Scheduled	0	0	0	0	0	0	0	0	7	4	1	1	13
<b><u>Trial by Jury</u></b>													
Actual	0	0	0	0	0	0	0	0	0	2	2	0	4
Scheduled	0	0	0	0	0	0	0	0	0	6	6	5	17
<b><u>Arrest Warrants Issued</u></b>													
Class C	2299	2244	2115	1327	2868	1959	2346	2906	2660	2711	2949	2591	28975
Misdemeanor	21	28	29	30	38	18	25	21	24	27	27	20	308
Felony	46	52	58	50	65	69	53	71	41	63	53	49	670
<b><u>Search Warrants Issued</u></b>													
Search	24	15	26	18	26	40	30	31	30	24	25	19	308
DWI Blood	23	19	29	20	22	35	34	22	23	14	30	27	298
Code Compliance	0	0	0	0	1	3	1	1	0	0	1	0	7
<b><u>Emergency Protective Orders</u></b>													
	21	23	25	30	27	17	22	14	19	30	16	15	259
<b><u>Magistrate's Order for Mental Health Assessment</u></b>													
	0	0	0	0	1	4	9	6	0	5	0	2	27
<b><u>Ignition Interlock</u></b>													
	0	5	4	3	5	4	9	1	5	7	2	7	52
<b><u>Hearings</u></b>													
Animal	2	0	0	0	0	0	0	0	0	0	0	0	2
Property	0	4	2	0	0	0	0	1	0	5	6	0	18
Indigent	0	0	0	0	0	0	0	27	--	25	42	47	141
<b><u>No Probable Cause</u></b>													
	0	1	0	2	1	2	2	3	1	0	0	0	12
<b><u>Juvenile</u></b>													
Traffic Cases	48	19	20	19	28	38	44	50	32	36	27	29	390
Penal Cases (Alcohol, Theft, Curfew, etc.)	11	5	4	7	15	5	15	14	13	13	19	7	128



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 12/06/2021  
**REQUESTER:** Lana Yancey  
**PRESENTER:** Zach Miles, Police Detective  
**TITLE:** Grand Prairie Santa Cop Presentation  
**RECOMMENDED ACTION:** Informational

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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 12/06/2021  
**REQUESTER:** Fred Bates, Jr.  
**PRESENTER:** Daniel Scesney, Chief of Police  
**TITLE:** Briefing on Child Crimes  
**RECOMMENDED ACTION:** Information Only

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**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 12/06/2021

**REQUESTER:** Fred Bates, Jr.

**PRESENTER:** Daniel Scesney, Chief of Police  
Lily E. Yap, Animal Services Division Manager

**TITLE:** An Ordinance amending Chapter 5, “Animal Services,” by revising Section 5-57, “Breeding of cats and dogs,” to the Code of Ordinances of the City of Grand Prairie, Texas; Providing a Penalty Clause, A Savings Clause, and a Severability Clause; and providing an effective date upon passage and publication

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The Animal Services Division of the Police Department works to control the unlicensed breeding of cats and dogs to prevent the unmanageable and neglected population of animals. This ordinance amendment seeks to offer provisions to clarify the restrictions on permitting and registration of commercial breeding to remain consistent with the humane mission of the City of Grand Prairie Animal Services Division.

**FINANCIAL CONSIDERATION:**

None

**BODY**

**AN ORDINANCE AMENDING CHAPTER 5, “ANIMAL SERVICES”, OF THE CODE OF ORDINANCES OF THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Police Department of the City of Grand Prairie, on occasion, receives request from cat or dog owners for licensed commercial breeding; and

**WHEREAS**, the animal services manager has authority to issue commercial breeding permits and to prescribe registration application forms for commercial breeding with proof of registration with the American Kennel Club or license issued by the Texas Department of Licensing and Regulation; and

**WHEREAS**, there is a need to clarify proper procedure and provisions to address these circumstances;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** That Section 5-57, “Breeding of cats and dogs”, of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

- (a) *Unplanned breeding prevention.* The owner of a female dog or female cat in heat commits an offense if he/she fails to confine such animal in an anti-escape house, building, or enclosure in such a manner that the animal cannot come into contact with another animal of the same species and opposite sex. When a female cat or dog is found to be pregnant, it is presumed the owner failed to confine the animal in accordance with this provision. This provision does not apply to planned breeding.
- (b) *Commercial breeding—Permit required.*
- (1) A person commits an offense if the person breeds cats or dogs to the extent that more than twelve (12) cats, dogs, or combination thereof or two (2) litters of cats, dogs, or combination thereof, whichever is greater, are produced during any twelve (12) consecutive month period without a commercial breeding permit issued by Grand Prairie Animal Services.
  - (2) It shall be an offense for a commercial breeder to breed or otherwise allow a female dog or female cat in heat to come into contact with another animal of the same species and opposite sex when said female is not a registered breeding animal. When female cat or dog which is owned by a commercial breeder and not a registered breeding animal is found to be pregnant, it is presumed the commercial breeder violated this provision.
  - (3) An application for a commercial breeding permit must be made on the form prescribed by the animal services manager and shall include, at a minimum, the following information:
    - a. Applicant's name, telephone number, and address;
    - b. Address where any notices related to the permit are to be sent;
    - c. Address of proposed location for breeding the dogs or cats;
    - d. A description of the species, breed, gender, age, and registration certificate number for each female animal to be used for breeding;
    - e. A description of the species, breed, gender, and, if applicable, microchip number for each female animal owned by the commercial breeder which will not be used for breeding;
    - f. A statement affirming that the applicant is familiar with the provisions of this chapter and will maintain all animals in accordance with all applicable legal requirements;
    - g. A statement affirming that, upon request by the department, the applicant will make the animals, premises, equipment, and veterinary records available for inspection during business hours;
    - h. A statement affirming the applicant will notify Grand Prairie Animal Services, as required, of any additional female cats or dogs acquired during the term of the permit.
  - (4) The animal services manager shall not issue a commercial breeding permit if:

- a. Operation of commercial breeding at the proposed location would violate established zoning laws of the City of Grand Prairie;
  - b. The applicant or the applicant's spouse has been found by a court of competent jurisdiction to have cruelly treated an animal, used an animal for dog or cock fighting, or been a spectator of dog or cock fighting; or
  - c. In the twelve (12) months preceding the date of the application, the applicant or the applicant's spouse received two (2) or more citations for violating any provision of the chapter. This prohibition shall not apply if the citation(s) was/were subsequently dismissed or if the applicant or the applicant's spouse was found "Not Guilty" of the citation(s) by a court of competent jurisdiction.
- (5) Commercial breeding permits should be issued within ten (10) business days of receipt of the completed application including any supporting documentation required to be submitted.
  - (6) A permit issued under this section is issued to the individual applicant and is not transferable to another person. The permit shall be valid until revoked or surrendered. Permits may be surrendered providing written notification of the surrender to the animal services manager.
  - (7) The animal services manager may revoke a commercial breeding permit in accordance with this section upon providing the permit holder written notice via certified mail, return receipt requested or electronic mail with delivery confirmation.
  - (8) A commercial breeder permit may be revoked if:
    - a. The permit was issued in violation of this section;
    - b. The applicant or the applicant's spouse has been found by a court of competent jurisdiction to have cruelly treated an animal, used an animal for dog or cock fighting, or been a spectator of dog or cock fighting; or
    - c. The applicant or the applicant's spouse has been convicted of a violation of any provision of this chapter on two (2) or more occasions within the past twelve (12) months.
  - (9) Commercial breeders acquiring a female cat or dog during the term of a permit are required to notify Grand Prairie Animal Services of the acquisition by completing the form prescribed by the animal services manager.
- (c) *Planned breeding—Registration certificate required.*
- (1) Every female cat or dog to be used for breeding by a commercial breeder shall be microchipped and registered as a registered breeding animal prior to being used for breeding.
  - (2) The registration application shall be on the form prescribed by the animal services manager and, at a minimum, include:
    - a. The name of the animal;
    - b. A description of the animal's species, breed, gender, and age;
    - c. A signed, written letter of approval for breeding by a licensed veterinarian dated within the last ninety (90) days;
    - d. Records of the animal's microchip, including the unique microchip ID, and current rabies vaccination; and

- e. Proof of registration with the American Kennel Club or license for breeding issued by the Texas Department of Licensing and Regulation pursuant to the “Dog or Cat Breeders Act”.
- (3) A registration certificate authorizing the animal to be used for breeding should be issued within ten (10) business days.
- (4) The registration certificate shall authorize the animal to be used by a Commercial breeder for breeding for a period of one (1) year from the date of issuance unless suspended or surrendered. The commercial breeder may notify Grand Prairie Animal Services in writing to surrender the certificate.
- (5) The registration certificate authorizing an animal to be used for breeding is automatically suspended during any period in which a licensed veterinarian determines it is unsafe for the animal to be used for breeding or the animal is subject to mandatory quarantine.
- (d) *Appealing determination of animal services manager.*
  - (1) If the animal services manager denies, fails to renew, revokes, or suspends any license, permit, or other authorization provided in this section, the person holding such license, permit, or other authorization may appeal the decision to the city manager's designee by filing a written appeal with the animal services manager within ten (10) business days of the notice being sent. The animal services manager shall forward the appeal and related documentation to the city manager's designee.
  - (2) The city manager's designee shall hold a hearing within ten (10) business days of the appeal being received and shall have five (5) business days after the conclusion of the hearing to render a written decision.

(Ord. No. 9729-2014, § 1, 6-17-14; Ord. No. 10911-2020 , § 2, 9-15-20)

**SECTION 2.** The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

**SECTION 3.** All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

**SECTION 4.** That this Ordinance shall be and become effective immediately upon and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 14<sup>th</sup> DAY OF DECEMBER , 2021.**





**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 12/6/2021

**REQUESTER:** Ryan Simpson

**PRESENTER:** Aubry Insko, Emergency Communications Manager

**TITLE:** Resolution authorizing the City Manager to apply for funding to the Tarrant County 9-1-1 District Public Safety Answering Point (PSAP) Assistance Program, in the amount of \$78,882 to purchase 9-1-1 related equipment, software, training and other allowable expenses

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The Tarrant County 9-1-1 District Public Safety Answering Point (PSAP) Assistance Program will reimburse the City of Grand Prairie Emergency Communications Center for Emergency Communications related equipment, training and supplies. The City of Grand Prairie has been allocated \$78,882 for Fiscal Year 2022 and may seek reimbursement for Emergency Communications related expenses before August 31, 2022. Examples of Emergency Communications allowable expenses are: Emergency Communications systems upgrades, maintenance costs, software, professional and training services, workstation furniture, computers and other ECC related items.

The Emergency Communications Center (ECC) management recommends the funds be utilized for following items under this reimbursement program:

- Quality Assurance review services
- I.T. related hardware and software additions and upgrades
- Continuing Education courses

As the City's Emergency Communications Center (ECC) seeks to stay procedurally and technologically progressive, several projects are necessary to continuously improve the level of services provided to the citizens and visitors of the City of Grand Prairie. One such ongoing effort is the expansion of quality assurance review, to include Police Dispatch. It is imperative that the 1st responders in 9-1-1 are given performance feedback, to reinforce service excellence and ensure that the team has the knowledge, tools and resources needed to provide a high level of service. Additionally, the Grand Prairie ECC continues to embrace digital technologies, which improve the efficiency for the 1st responders in 9-1-1. Software and hardware expenses are anticipated as we enhance current Public Safety systems to meet this goal.

**FINANCIAL CONSIDERATION:**

There is no cash match requirement for this funding source. Purchase of these items will be entirely through the Public Safety Answering Points Assistance Program funding with no City match required.

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR FUNDING TO THE TARRANT COUNTY 9-1-1 DISTRICT PUBLIC SAFETY ANSWERING POINTS ASSISTANCE PROGRAM IN THE AMOUNT OF \$78,882 TO PROCURE 9-1-1 RELATED EQUIPMENT, SUPPLIES AND TRAINING.**

**WHEREAS, the Grand Prairie Police Department wishes to participate in the Tarrant County 9-1-1 District Public Safety Answering Points (PSAP) Assistance Program;**

**WHEREAS, the City will provide a cash match of \$0 to the Tarrant County 9-1-1 District;**

**WHEREAS, in the event of loss or misuse of Tarrant County 9-1-1 District funds, the City of Grand Prairie assures that the funds will be returned to the Tarrant County 9-1-1 District in full;**

**NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of GRAND PRAIRIE, Texas that:**

**Section 1. The City Manager is hereby authorized to apply for and accept an award in the amount of \$78,882 to procure Emergency Communications related equipment, supplies and training.**

**Section 2. This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14th day of December 2021.**



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 12/6/2021

**REQUESTER:** Ryan Simpson

**PRESENTER:** Ryan Simpson, Assistant Director of Police

**TITLE:** Ratify approval of Change Order #3 with Flock Safety Group, Inc. in the amount of \$10,360 for one prior term, \$9,360 for the current term, and \$9,360 annually for three additional one-year terms, totaling \$47,800; and approve an ordinance amending the FY 2022 Red Light Safety Fund for Change Order #4 in the amount of \$59,500 for an initial two-year term, and three additional one-year terms in the amount of \$28,500 each, totaling \$145,000

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The Grand Prairie Police Department has utilized Flock Safety Group Inc., License Plate Recognition (LPR) cameras since 2020. In the last few years, Flock Safety has released additional search capabilities that work with their existing camera system. The new search capabilities allow for expanded utilization of the data already collected by the cameras, and greatly enhance the cameras' effectiveness.

City Council approved the initial agreement, in the total amount of \$290,000, on 6/2/2020.

Change Order #1, for one additional camera, in the total amount of \$10,000 was executed on 8/4/2020.

Change Order #2, for three additional cameras, in the total amount of \$37,500 was executed on 10/1/2020.

Change Order #3, for Wing software features, in the total amount of \$47,800, was executed on 12/31/2020, as a separate agreement. Since the functions of the Wing software features are related to the original agreement with Flock Safety, staff is requesting to merge this separate agreement into the original agreement, as Change Order #3. Converting the agreement to a Change Order causes the cumulative amount of change orders to exceed a \$50,000 increase in value, thus requiring staff to seek ratification of approval.

Change Order #4, for additional search capabilities and ten additional cameras to address commercial truck route violations, in the total amount of \$145,000 is recommended for approval.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source. Flock Safety Group, Inc. is the sole provider of the additional search capabilities that integrate with their existing camera system.

**FINANCIAL CONSIDERATION:**

Funding for the current term of Change Order #3, in the amount of \$9,360, is available in the FY 2022 Police Department General Fund budget. Funding for the initial term of Change Order #4, in the amount of \$59,500 is available in the unobligated fund balance of the Red Light Safety Fund.

Funding for future terms will be paid from that year's approved budget.

**BODY:**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2022 RED LIGHT SAFETY FUND BY TRANSFERRING AND APPROPRIATING \$59,500 FROM THE UNOBLIGATED FUND BALANCE IN THE RED LIGHT SAFETY FUND FOR THE PURCHASE OF FLOCK SAFETY LPR CAMERAS AND ADVANCED SEARCH CAPABILITIES**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** THAT THE FY 2022 Red light Safety Fund be amended by transferring and appropriating \$59,500 from the unobligated fund balance in the Red Light Safety Fund for the purchase of Flock Safety LPR cameras and advanced search capabilities.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON JANUARY 4, 2022.**



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 12/06/2021

**REQUESTER:** Daphne Holmes

**PRESENTER:** Megan Mahan, City Attorney

**TITLE:** Resolution Authorizing the Adoption of the Texas Term Sheet for Approval of Proposed Opioid Settlement

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson. Cities have until January 2, 2022 to agree to join this settlement and receive funds for local education, treatment and prevention of opioid abuse.

**FINANCIAL CONSIDERATION:**

If approved, the City would receive \$101,615.43, to be paid out 100% in the first year, likely between March and April of 2022.

Grand Prairie would also receive \$442,097.09 to be paid out over a period of 18 years with the first payment in July of 2022 and yearly payments each July for the following 18 years.

Grand Prairie would also have access to funds under the Opioid Counsel which total \$81,981,509.18 for the region encompassed in Dallas and Kaufman counties.

Funds will be paid into an account specially designated for the uses indicated in the settlement, which have a focus on the treatment, education and prevention of opioid abuse.

**BODY**

**RESOLUTION AUTHORIZING THE ADOPTION OF THE TEXAS TERM SHEET FOR APPROVAL OF PROPOSED OPIOID SETTLEMENT**

**WHEREAS**, the City of Grand Prairie 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 of Grand Prairie; 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 with the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”;

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

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION 1.** That we, the City of Grand Prairie support the adoption and approval of the Texas Term Sheet in its entirety; and

**SECTION 2.** That there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in the City of Grand Prairie; and

**SECTION 3.** That the City of Grand Prairie 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 of Grand Prairie 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 the City of Grand Prairie and throughout Texas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,  
TEXAS, DECEMBER 14, 2021.**

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

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

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

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

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

**A. Definitions**

As used in this Texas Term Sheet:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
  3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
  4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

- from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

#### **F. Amendments**

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

#### **Acknowledgment of Agreement**

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

  
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**KENNETH PAXTON, JR.**  
**ATTORNEY GENERAL**

FOR THE SUBDIVISIONS  
AND TEXAS MDL PSC:

  
\_\_\_\_\_

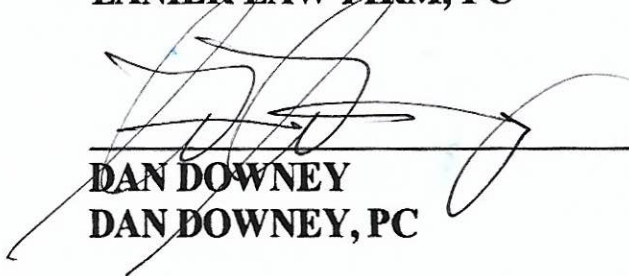
**MIKAL WATTS**  
**WATTS GUERRA LLP**

  
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**JEFFREY SIMON**  
**SIMON GREENSTONE PANATIER, PC**

  
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**DARA HEGAR**  
**LANIER LAW FIRM, PC**

  
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**DAN DOWNEY**  
**DAN DOWNEY, PC**

:sas

# EXHIBIT A

## Opioid Abatement Fund (Texas) Settlement

### Opioid Council

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

#### I. Structure

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

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

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

#### A. Membership

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

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

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

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

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

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

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

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

## B. Terms

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

## C. Governance

### 1. Administration

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

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



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

## 2. *Transparency*

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

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

## 3. *Authority*

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

### D. Operation and Expenses

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

#### 1. *Executive Director*

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

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

## *2. Travel Reimbursement*

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

## **II. Duties/Roles**

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

### A. Approved Abatement Strategies

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

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

### B. Texas Abatement Fund Point of Contact

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

### C. Auditor

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

### D. Funding Allocation

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

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

#### E. Appeal Process

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

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

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

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

#### F. Education

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

# EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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



Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	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
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

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

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

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

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

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

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



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

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

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

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

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

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

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

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



# EXHIBIT C

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

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

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



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 12/06/2021

**REQUESTER:** Patricia D. B. Redfearn, Ph.D.

**PRESENTER:** Patricia Redfearn, Director of Solid Waste and Recycling

**TITLE:** Price Agreement for Litter Removal Texas Department of Transportation Rights-of-Way litter collection service from Good Earth Cooperation (up to \$297,000.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$1,485,000 if all extensions are exercised, authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$25,000.00 or 25% of the maximum price so long as the City Council appropriates sufficient funding to satisfy the city's obligation during the renewal terms

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

For many years the City relied upon the Texas Department of Transportation for periodic collection of roadside litter along I-20, I-30, Hwy 360 and parts of SH180 and SH303. Over time, the frequency of collection was insufficient to control heavy litter along these roadways in a manner consistent with our Clean Prairie initiatives. To improve the timeliness of response to litter accumulation, the city has taken over collection of litter along TxDOT ROW in Grand Prairie. After over a year of experience with this project, we have learned that once per month collection frequency is not adequate to stay ahead of heavy litter. This contract, if approved, will provide for up to three litter collection events per roadway per month.

This price agreement is for the collection of visible litter along the Texas Department of Transportation's (TxDOT) rights-of-way within the City of Grand Prairie.

Notice of bid #21174 was advertised in the Fort Worth Star-Telegram and Public Purchase. It was distributed to seventeen vendors, including two Grand Prairie vendors and fifteen HUBs. Three bids were received, including one bid from a Grand Prairie vendor, shown in attachment A. City staff evaluated the bids received from all participants using "best value criteria" established in the bid specifications.

The award was based on best value criteria set up in the specification, including price, references, qualifications, experience with the City of Grand Prairie or another municipality, if they were local, and other relevant criteria listed in the specification.

Good Earth Corporation meets specifications and is recommended for award.

**FINANCIAL CONSIDERATION:**

Funding in the total amount of \$297,000 is available as follows:

1. \$98,110 is available in the approved FY2022 Operating Budget 303510 Solid Waste 61065 Contractual Services
2. \$199,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Solid Waste Fund to Contractual Service account 303510-61065

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE TEXAS, AMENDING THE FY2021/2022 SOLID WASTE OPERATING BUDGET BY TRANSFERRING AND APPROPRIATING \$199,000 FROM THE UNOBLIGATED FUND BALANCE IN THE SOLID WASTE FUND TO CONTRACTUAL SERVICE ACCOUNT 303510-61065**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF GRAND PRAIRIE, TEXAS:**


**SECTION 1.** THAT the FY 2021/2022 Solid Waste Operating Budget be amended by transferring and appropriating \$199,000 from the Solid Waste Fund to Contractual Service account 303510-61065.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14<sup>TH</sup> DAY OF DECEMBER 2021.**


LITTER REMOVAL TXDOT

RFB #21174

TABULATION

 <b>Bid Tabulation</b> Litter Removal for TxDot Row RFB #21174				Good Earth Corporation Dallas, TX			Hancock Glen, Inc. Grand Prairie, TX			Lawn Patrol Service, Inc. Ft. Worth, TX		
Item	Description	QTY	UOM	Per Acre	Month	Annual	Per Acre	Month	Annual	Per Acre	Month	Annual
1	Monthly Clean-Up	1200	Acre	20.00	24,000.00	288,000.00	16.97	20,364.00	244,368.00	30.00	36,000.00	432,000.00
2	Emergency Litter Pick-up (hour)	200	Hour	45.00	9,000.00	9,000.00	80.00	16,000.00	16,000.00	100.00	20,000.00	20,000.00
<b>Total</b>					<b>\$ 33,000.00</b>	<b>\$ 297,000.00</b>		<b>\$ 36,364.00</b>	<b>\$ 260,368.00</b>		<b>\$56,000.00</b>	<b>\$ 452,000.00</b>

SCORECARD

 <b>Evaluation Score Card</b> Litter Removal for TxDot Row RFB #21174		Good Earth Corporation Dallas, TX	Hancock Glen, Inc. Grand Prairie, TX	Lawn Patrol Service, Inc. Ft. Worth, TX
Evaluation Criteria	Maximum Score	Score	Score	Score
Price	50.00	43.83	50.00	28.80
Qualifications	25.00	25.00	5.00	15.00
Experience with the City of Grand Prairie or another municipality	10.00	8.67	2.00	3.33
References	10.00	9.00	6.00	9.00
Local Business Presence	5.00	0.00	10.00	0.00
<b>Total</b>	<b>100.00</b>	<b>86.50</b>	<b>73.00</b>	<b>56.14</b>


**CITY OF GRAND PRAIRIE  
SOLID WASTE FUND SUMMARY  
2021/2022**

	<b>2021/2022 APPR/MOD</b>
<b>Beginning Resources</b>	<b>\$3,882,123</b>
Approved Revenues	14,565,439
<b>TOTAL REVENUES</b>	<b>\$14,565,439</b>
Reserves for Encumbrances	222,864
<b>TOTAL RESOURCES</b>	<b>\$18,670,426</b>
Approved Expenditures	16,664,671
<b>ADD: Litter Collection Contract</b>	<b>199,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$16,863,671</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$16,863,671</b>
<b>Ending Resources</b>	<b>\$1,806,755</b>


LITTER REMOVAL TXDOT

RFB #21174

TABULATION

		<b>Bid Tabulation</b>										
		Litter Removal for TxDot Row		Good Earth Corporation Dallas, TX			Hancock Glen, Inc. Grand Prairie, TX			Lawn Patrol Service, Inc. Ft. Worth, TX		
		RFB #21174										
Item	Description	QTY	UOM	Per Acre	Month	Annual	Per Acre	Month	Annual	Per Acre	Month	Annual
1	Monthly Clean-Up	1200	Acre	20.00	24,000.00	288,000.00	16.97	20,364.00	244,368.00	30.00	36,000.00	432,000.00
2	Emergency Litter Pick-up (hour)	200	Hour	45.00	9,000.00	9,000.00	80.00	16,000.00	16,000.00	100.00	20,000.00	20,000.00
<b>Total</b>					<b>\$ 33,000.00</b>	<b>\$ 297,000.00</b>		<b>\$ 36,364.00</b>	<b>\$ 260,368.00</b>		<b>\$56,000.00</b>	<b>\$ 452,000.00</b>

SCORECARD

		<b>Evaluation Score Card</b>		
		Litter Removal for TxDot Row		
		RFB #21174		
		Good Earth Corporation Dallas, TX	Hancock Glen, Inc. Grand Prairie, TX	Lawn Patrol Service, Inc. Ft. Worth, TX
Evaluation Criteria	Maximum Score	Score	Score	Score
Price	50.00	43.83	50.00	28.80
Qualifications	25.00	25.00	5.00	15.00
Experience with the City of Grand Prairie or another municipality	10.00	8.67	2.00	3.33
References	10.00	9.00	6.00	9.00
Local Business Presence	5.00	0.00	10.00	0.00
<b>Total</b>	<b>100.00</b>	<b>86.50</b>	<b>73.00</b>	<b>56.14</b>



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 12/06/2021

**REQUESTER:** Linda Lankford

**PRESENTER:** Ray Riedinger, Facility Services Manager

**TITLE:** Purchase and installation of mobile backup generators and docking stations from Holt CAT through a national cooperative agreement with Sourcewell (formerly NJPA) in the amount of \$1,655,910.38 with a 10% contingency of \$165,591.04

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

Currently there are not backup generators for cooling and/or warming stations throughout the city. It was evident during the February 2021 freeze that it would be necessary to purchase mobile generation in order to provide electrical power to cooling and warming stations during future interruptions in electrical power from the ERCOT managed electrical grid.

Chapter 271.102 of the local Government Code authorizes local government to participate in a cooperative purchasing program with another local government or local cooperative in lieu of competitive bidding. Items and services may be purchased through such agreements and have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including NJPA.

National Joint Powers Alliance (NJPA) through a comprehensive 12 step process creates national cooperative purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings to their users by consolidating the efforts of numerous individually prepared solicitations to one national cooperatively shared process. This process leveraged the aggregation of volume from members nationwide.

The generator and associated equipment will be purchased directly from Holt Cat through their Sourcewell (formerly known as NJPA) contract #120617-CAT valid through 01/31/2023.

**FINANCIAL CONSIDERATION:**

Funding in the amount of \$1,821,501.42 is available from Grant Fund (3005) \$1,150,000 and Pooled Investments (3900) \$671,501.42.

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Facilities	ESID	Voltage	Phases	Peak KW	Peak KW	Peak Date Interval	Heating Source	Existing Electrical Disconne	Generator	Generator KW	Convert to Full	Pricing	Delivery Weeks	Quantity			
* Charlie Taylor Rec	#10443720008112414	208-230	3	72	72	8/25/2021- 8/26/2021	Nat Gas	Yes	No		Limited Data	\$97,608.53	10 to 12	\$97,608.53	\$97,608.53	1	
* Dalworth Rec	#10443720002124913	240	3	100	103	8/5/2019-9/15/2019	Nat Gas	Yes	No			\$76,032.87	10 to 12	\$76,032.87	\$76,032.87	1	
Main Library	#10443720002117659	480	3	202	202	8/5/2020-9/3/2020	Electric	No	Yes	60	Concrete Pad Needed/ Drivewa	\$266,014.10	10 to 12		\$266,014.10		
RJC	#10443720006480258	208-230	3	170	173	7/24/2019-8/23/2019	Nat Gas	No	Yes	300	Partial	\$459,941.93	\$160,547.03	10 to 12		\$160,547.03	
Summit	#10443720008257544	480	3	380	441	8/15/2019-9/16/2019	Nat Gas	No	No			\$321,421.36	10 to 12		\$321,421.36		
* Veterans Center	#10443720002126000	208-230	3	49	49	7/7/2021-8/5/2021	Nat Gas	No	No			\$71,452.82	10 to 12	\$71,452.82	\$71,452.82	1	
* Warmack	#10443720006350305	480	3	145	145	1/11/2020-2/11/2020	Electric	No	No			\$147,765.02	10 to 12	\$147,765.02	\$147,765.02	1	
* Tony Shotwell	#10443720008122048	480	3		210	8/1/2019-9/3/2019	Nat Gas		Yes	500	Full	N/A					
Docking Station Charlie Taylor, Dalworth, Veterans & Warmack Total																\$392,859.24	
<b>Total for All Docking Stations</b>																	\$1,140,841.73
Mobile Gen Model						Fuel Diesel											
XQ570		Switchable	3			700 gallon tank				455/500		\$306,725.66	32 to 35			\$613,451.32	2
XQ570 100' Cables						33.2 gph @ 100% load						\$20,824.73				\$41,649.46	2
XQ425BM		Switchable	3			520 gallon tank				340/375		\$207,824.99	28 to 30			\$415,649.98	2
XQ425BM 100' Cables						25.1 gph @ 100% load						\$17,025.85				\$34,051.70	2
XQ230BM		Switchable	3			262 gallon						\$114,827.64	28 to 30			\$114,827.64	1
XQ230BM 100' Cables						14.7 gph @ 100% load						\$9,727.56				\$9,727.56	1
<b>Total for Mobile Generators</b>																	\$1,229,357.66
500 KW Rental w/cables												every 4 weeks	\$10,162.16	\$20,324.32	Months	2	
350 KW Rental w/cables												every 4 weeks	\$6,684.58	\$13,369.16		2	
<b>Total for Rentals</b>																\$33,693.48	
Docking Station Charlie Taylor, Dalworth, Veterans & Warmack Total		\$392,859.24															
<b>All Seven Docking Stations</b>		\$1,140,841.73															
<b>Mobile Generators/Cables</b>		\$1,229,357.66	\$1,229,357.66														
<b>Rental</b>		\$33,693.48	\$33,693.48														
<b>Total</b>		\$1,655,910.38	\$2,403,892.87														



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Regarding: City of Grand Prairie Sourcewell Member – Cable  
Quote No: 27092021A v2  
Date: 09/27/21  
Quote Expires: 30 Days

**Model – XQ230 Generator Set**

200 kw Standby – Amperage at 208v – 694  
200 kw Standby – Amperage at 480v – 301

**Model – XQ425 Generator Set**

375 kw Standby – Amperage at 208v – 1301  
375 kw Standby – Amperage at 480v – 564

**Model – XQ570 Generator Set**

500 kw Standby – Amperage at 208v – 1735  
500 kw Standby – Amperage at 480v – 752

The flexible cable used with these generators is 4/0 AWG Type W rated at 405 AMPS.

Below is a chart providing pricing based on the Amperage and linear distance of the cable runs when installed.

**Up to 405 Amp at 50 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$3,902.04  
Discount per Sourcewell Contract (5%).....(\$195.10)  
**TOTAL PRICE per SOURCEWELL Contract.....\$3,706.94**

**Up to 405 Amp at 100 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$5,914.10  
Discount per Sourcewell Contract (5%).....(\$295.71)  
**TOTAL PRICE per SOURCEWELL Contract.....\$5,618.39**

**406 to 810 Amp at 50 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$6,104.77  
Discount per Sourcewell Contract (5%).....(\$305.24)  
**TOTAL PRICE per SOURCEWELL Contract.....\$5,799.53**

**406 to 810Amp at 100 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$9,727.56  
Discount per Sourcewell Contract (5%).....(\$486.38)

**TOTAL PRICE per SOURCEWELL Contract.....\$9,241.18**

**1216 to 1620 Amp at 50 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$10,504.54

Discount per Sourcewell Contract (5%).....(\$525.23)

**TOTAL PRICE per SOURCEWELL Contract.....\$9,979.31**

**1216 to 1620 Amp at 100 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$17,921.95

Discount per Sourcewell Contract (5%).....(\$896.10)

**TOTAL PRICE per SOURCEWELL Contract.....\$17,025.85**

**1621 to 2025 Amp at 50 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$12,726.53

Discount per Sourcewell Contract (5%).....(\$636.33)

**TOTAL PRICE per SOURCEWELL Contract.....\$12,090.20**

**1621 to 2025 Amp at 100 feet**

NON CATERPILLAR Items RETAIL/LIST Price.....\$21,920.77

Discount per Sourcewell Contract (5%).....(\$1,096.04)

**TOTAL PRICE per SOURCEWELL Contract.....\$20,824.73**

Delivery to Customer Site (within 50 miles of Holt Irving)

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.**

Sourcewell (formerly NJPA)

**Quoted as detailed above with the intent of meeting the project scope.**

**Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.**

**GENERAL NOTES AND CLARIFICATIONS:**

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

**Terms are 30days net with approved credit.**

**Price is valid for 30 days**

**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my attention:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



**HOLT POWER SYSTEMS TERMS & CONDITIONS**

**Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

**Proposal** This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

**Pricing** Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.

**Taxes** The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**

**Lead Time** Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

**The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.**

Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Holt Power Systems has made a significant commitment to ensuring we are able to

quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.

Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Star-ups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply.

We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



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Regarding: City of Grand Prairie Sourcewell Member  
– Charley Taylor GDS Install

Quote No: 23092021B

Date: 09/23/21

Quote Expires: 30 Days

=====

**GENERATOR DOCKING STATION:**

Manual Transfer Switch Docking Station 800A  
3 - 120/208 (3H+N+G) Black, Red, Blue, White, Green  
ETL Listed to UL 1008 Standards, UL 50 Listed  
**Current Lead Time** 10 – 12 weeks.

**Electrical Install Scope of Work:**

- 1. Permit Fee is included.
- 2. All wiring to meet the requirements of the 2020 National Electrical Code.
- 3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
- 4. Any and All Misc. Materials to make a Complete and Operable Assembly.
- 5. Install of Generator Docking Station.....(1)
- 6. Conduit and Wire for the Line/Load of (1) 1200 Amp, 3 Phase Service through GDS.
- 7. Trenching for New Conduits.

**Items & Services Not Included:**

Fuel for Startup & Testing  
Coordination study, infrared or NETA testing of ATS or Generator/s  
Engineer fees or drawings/plans designed and sealed by an engineer  
Omissions from Electrical Drawings or Specifications  
Local codes are not included unless stated  
Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.  
Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal  
Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.  
All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings  
Utility Company Charges  
Coring and roof penetrations  
Sealing of Existing Penetrations through Walls, Ceiling, or Floors.  
HVAC and Mechanical, controls, control wiring and starters  
Temporary Power

Supplying Fuel for new Generator  
Bonds  
State/Local/Emissions Taxes

**Qualifications:**

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$NA</b>
<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$102,745.81</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$5,137.29)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$97,608.53</b>

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.**  
Sourcewell (formerly NJPA)

**Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.**

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**Price is valid for 30 days**

**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my**



**attention:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



**HOLT POWER SYSTEMS TERMS & CONDITIONS**

**Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

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Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
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- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
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We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



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Regarding: City of Grand Prairie Sourcewell Member  
– Veterans Center GDS Install

Quote No: 23092021D

Date: 09/23/21

Quote Expires: 30 Days

**GENERATOR DOCKING STATION:**

Manual Transfer Switch Docking Station 800A  
3 - 120/208 (3H+N+G) Black, Red, Blue, White, Green  
ETL Listed to UL 1008 Standards, UL 50 Listed  
**Current Lead Time** 10 – 12 weeks.

**Electrical Install Scope of Work:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install Of Generator Docking Station.....(1)
6. Conduit and Wire for the Line/Load of (2) 400 Amp, 3 Phase Service through GDS.
7. Install of 400 Amp Disconnects at Exterior next to GDS.....(2)

**Items & Services Not Included:**

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
- Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal
- Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.
- All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
- Utility Company Charges
- Coring and roof penetrations
- Sealing of Existing Penetrations through Walls, Ceiling, or Floors.
- HVAC and Mechanical, controls, control wiring and starters
- Temporary Power

Supplying Fuel for new Generator  
Bonds  
State/Local/Emissions Taxes

**Qualifications:**

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$NA</b>
<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$75,213.50</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$3,760.68)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$71,452.82</b>

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.**  
Sourcewell (formerly NJPA)

**Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.**

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**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my**

**attention:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



**HOLT POWER SYSTEMS TERMS & CONDITIONS**

**Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.

**Proposal** This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.

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**Lead Time** Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.

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Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.

- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
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- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.
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Regarding: City of Grand Prairie Sourcewell Member  
– Summit GDS Install

Quote No: 23092021G

Date: 09/23/21

Quote Expires: 30 Days

=====

**GENERATOR DOCKING STATION:**

Single Breaker Docking Station with Kirk Key Interlock (Pass Thru) 3000A  
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green

**Current Lead Time**            10 – 12 weeks.

**Electrical Install Scope of Work:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Concrete and Concrete work for install of (1) GDS.
6. Install of (1) 3000 Amp, 3 Phase, Generator Docking Station.
7. Conduit and Wire for the Line / Load of the 3000 Amp ,3 Phase through the GDS and MDP.

**Items & Services Not Included:**

Fuel for Startup & Testing

Coordination study, infrared or NETA testing of ATS or Generator/s

Engineer fees or drawings/plans designed and sealed by an engineer

Omissions from Electrical Drawings or Specifications

Local codes are not included unless stated

Repairs of Any and All Existing Code Violations, Incl.  
exposed/non exposed.

Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal

Repair, Replacement of any and All Conduit and or Cables not marked  
and Located. Such as irrigation / any low voltage cables and  
associated equipment.

All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings

Utility Company Charges

Coring and roof penetrations

Sealing of Existing Penetrations through Walls, Ceiling, or Floors.

HVAC and Mechanical, controls, control wiring and starters

Temporary Power

Supplying Fuel for new Generator  
Bonds  
State/Local/Emissions Taxes

**Qualifications:**

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$NA</b>
<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$338,338.27</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$16,916.91)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$321,421.36</b>

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.**  
Sourcewell (formerly NJPA)

**Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.**

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**Terms are 30days net with approved credit.**

**Price is valid for 30 days**

**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my**

**attention:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



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Regarding: City of Grand Prairie Sourcewell Member  
– Main Library GDS Install

Quote No: 23092021E

Date: 09/23/21

Quote Expires: 30 Days

**GENERATOR DOCKING STATION:**

Manual Transfer Switch Docking Station 1200A  
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green  
ETL Listed to UL 1008 Standards, UL 50 Listed  
**Current Lead Time** 10 – 12 weeks.

**Electrical Install Scope of Work:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.....(1)
6. Conduit and wire for the Line/Load of (1) 1200 Amp, 3 phase service through GDS.
7. Supply and Install of 1200 Amp Fused Disconnect.....(1)
8. Concrete and Concrete work for Pad to set GDS.

**Items & Services Not Included:**

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
- Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal
- Repair, Replacement of any and All Conduit and or Cables not marked and Located. Such as irrigation / any low voltage cables and associated equipment.
- All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings
- Utility Company Charges
- Coring and roof penetrations
- Sealing of Existing Penetrations through Walls, Ceiling, or Floors.
- HVAC and Mechanical, controls, control wiring and starters

Temporary Power  
Supplying Fuel for new Generator  
Bonds  
State/Local/Emissions Taxes

**Qualifications:**

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project. Due to the fluctuation in the copper and steel markets. Not responsible for an delays in project schedule due to shortages in the supply market.
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<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$NA</b>
<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$280,014.84</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$14,000.74)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$266,014.10</b>

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.**  
Sourcewell (formerly NJPA)

**Quoted as detailed above with the intent of meeting the project scope. Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.**

**GENERAL NOTES AND CLARIFICATIONS:**

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**Terms are 30days net with approved credit.**

**Price is valid for 30 days**

**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my attention:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



**HOLT POWER SYSTEMS TERMS & CONDITIONS**

- Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.
- Proposal** This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.
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Regarding: City of Grand Prairie Sourcewell Member  
– Warmack GDS Install

Quote No: 23092021F

Date: 09/23/21

Quote Expires: 30 Days

=====

**GENERATOR DOCKING STATION:**

Manual Transfer Switch Docking Station 800A  
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green  
ETL Listed to UL 1008 Standards, UL 50 Listed  
**Current Lead Time** 10 – 12 weeks.

**Electrical Install Scope of Work:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.....(1)
6. Conduit and Wire for the Line Load of (1) 800 Amp ,3Phase Service through GDS.
7. Install of 800 Amp Disconnect next to GDS.

**Items & Services Not Included:**

- Fuel for Startup & Testing
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Engineer fees or drawings/plans designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Local codes are not included unless stated
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<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$NA</b>
<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$155,542.13</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$7,777.11)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$147,765.02</b>

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Sourcewell (formerly NJPA)

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- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.
- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
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- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any

purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Star-ups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply.

We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Regarding: City of Grand Prairie Sourcewell Member  
– Dalworth GDS Install

Quote No: 23092021C

Date: 09/23/21

Quote Expires: 30 Days

=====

**GENERATOR DOCKING STATION:**

Manual Transfer Switch Docking Station 1200A

2 - 120/240V Delta (3H+N+G) Black, Orange, Blue, White, Green

ETL Listed to UL 1008 Standards, UL 50 Listed

**Current Lead Time** 10 – 12 weeks.

**Electrical Install Scope of Work:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Install of Generator Docking Station.
6. Conduit and Wire for the Line/Load of (1) 1200a 3 phase service through GDS.

**Items & Services Not Included:**

Fuel for Startup & Testing

Coordination study, infrared or NETA testing of ATS or Generator/s

Engineer fees or drawings/plans designed and sealed by an engineer

Omissions from Electrical Drawings or Specifications

Local codes are not included unless stated

Repairs of Any and All Existing Code Violations, Incl.  
exposed/non exposed.

Landscaping (grass, trees, shrubs or flowers), Irrigation or tree removal

Repair, Replacement of any and All Conduit and or Cables not marked  
and Located. Such as irrigation / any low voltage cables and  
associated equipment.

All Underground Conduit, Pull Box, and Strings, Except as Shown on Drawings

Utility Company Charges

Coring and roof penetrations

Sealing of Existing Penetrations through Walls, Ceiling, or Floors.

HVAC and Mechanical, controls, control wiring and starters

Temporary Power

Supplying Fuel for new Generator

Bonds



State/Local/Emissions Taxes

**Qualifications:**

1. All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project.  
Due to the fluctuation in the copper and steel markets.  
Not responsible for an delays in project schedule due to shortages in the supply market.
2. Price firm for 30 days and based on a mutually acceptable contract.
3. Pricing is based on all work being completed Monday through Friday 7:00 AM through 3:30 PM.
4. Delays caused by others will be charged at service hourly rates.

<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$NA</b>
<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$80,034.60</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$4,001.73)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$76,032.87</b>

**Reference Sourcewell Contract # 120617-CAT valid through 1/31/2023.  
Sourcewell (formerly NJPA)**

**Quoted as detailed above with the intent of meeting the project scope.  
Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that lead to changes in material or scope of work are billable and will be handled as a change order should they arise.**

**GENERAL NOTES AND CLARIFICATIONS:**

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

**Terms are 30days net with approved credit.**

**Price is valid for 30 days**

**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my attention:**

Name	Date
------	------

Thank you,

John Fabrega  
 Power Systems Sales  
 2001 N. Loop 12  
 Irving, TX 75061  
 Mobile: 972.978.5407  
 john.fabrega@holtcat.com



## HOLT POWER SYSTEMS TERMS & CONDITIONS

- Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.
- Proposal** This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.
- Pricing** Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.
- Taxes** The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**
- Lead Time** Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
- Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.
- The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.**
- Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.
- Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.
- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.

<b>Fuel Tank</b>	Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
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Regarding: City of Grand Prairie Sourcewell Member  
– RJC ATS 2000A & Install

Quote No: 23092021A

Date: 09/23/21

Quote Expires: 30 Days

=====

**AUTOMATIC TRANSFER SWITCH:**

2000 A, 4 Pole, 120/208 V, 3 phase, 4 wire, 60 Hz

ZTG - Open Transition Operation

Utility to Generator-Auto Transfer Application

NEMA 3R Enclosure

Modbus RTU Communication Module

Heater & Thermostat

**Current Lead Time**            Currently 20 – 22 weeks.

**Electrical Install Scope of Work:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Any and All Misc. Materials to make a Complete and Operable Assembly.
5. Concrete and Concrete work for install of Underground Conduits to the New ATS.
6. Install of the New 2000 Amp 3Phase 4 Pole ATS.
7. Conduit and Wire for the Line/ Load of the existing Feeders for the 2000 Amp Service.
8. Conduit and Wire for the Line Power from the Genset to ATS.
9. Conduit and Wire for the Start Signal from Genset to the ATS.
10. Demo of Existing 600 Amp ATS. and Conduit/ Cable.
11. Reroute of Conduit and Wire for the 600 amp 3 Phase ,4 wire feeder for Existing Emergency Panel.

**Items & Services Not Included:**

Fuel for Startup & Testing

Coordination study, infrared or NETA testing of ATS or Generator/s

Engineer fees or drawings/plans designed and sealed by an engineer

Omissions from Electrical Drawings or Specifications

Local codes are not included unless stated

Repairs of Any and All Existing Code Violations, Incl.  
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<b>Discount per Sourcewell Contract (NA).....</b>	<b>(\$NA)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$484,149.40</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$24,207.47)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$459,941.93</b>

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Sourcewell (formerly NJPA)

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**To order or start submittals please sign, date and send back to my attention:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



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