

# HEWITT TEXAS

## CITY COUNCIL REGULAR MEETING

December 06, 2021 at 7:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

### AGENDA

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**Steve Fortenberry**, Mayor, Ward 3

**Michael S. Bancale**, Mayor Pro Tem, At-Large – **Charlie Turner**, Council Member, Ward 1

**Wilbert Wachtendorf**, Council Member, Ward 1 – **Bill Fuller**, Council Member, Ward 2

**Bob Potter**, Council Member, Ward 2 – **Erica Bruce**, Council Member, Ward 3

The meeting will be streamed live on the city's website at [www.cityofhewitt.com/790/Hewitt-TX-TV](http://www.cityofhewitt.com/790/Hewitt-TX-TV).

#### DECLARATION OF A QUORUM AND CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### SPECIAL PRESENTATION(S) AND RECOGNITION(S)

1. Presentation of newly appointed Police Officers Tyler M. Eckblad and Santiago Suarez.

#### PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. [Note: Prior to the meeting, the citizen must complete a "Public Comment Form" and present it to the City Secretary.]

#### REGULAR AGENDA

2. Approval of minutes of the Workshop/Regular Meeting of November 15, 2021.
3. Discussion and possible action on the purchase of a 2021 Ford F-150 4X4 SuperCrew Cab for Utilities Services from Chastang Ford in the amount of \$35,282.
4. Discussion and possible action concerning award from the Literacy Access Fund for \$10,000.
5. Discussion and possible action on renewal of an Agreement with Valley View Consulting, L.L.C. for a period of two years ending December 31, 2023, with the option to extend in additional one or two-year increments.
6. Discussion and possible action on authorization to execute Texas Department of Transportation (TxDOT) standard utility agreement for the FM 2113 Spring Valley utility relocation project.

7. Discussion and possible action on an Interlocal Agreement between the McLennan County 9-1-1 Emergency Assistance District and the City of Hewitt for the purchase of and reimbursement of (\$15,000) for an Eventide Voice and line recorder in the amount of \$23,793.
8. Discussion and possible action on **Resolution No. 2021-11** amending and adopting the City of Hewitt's Investment Policy.
9. Discussion and possible action on **Resolution No. 2021-12** casting votes to elect the Directors for the McLennan County Appraisal District for 2022-2023.
10. Discussion and possible action on **Resolution No. 2021-13** opting into the global opioid settlement; adopting the Texas Opioid Abatement Fund Council and settlement allocation term sheet and authorizing the Mayor to execute settlement participation forms on behalf of the City of Hewitt, TX.
11. Discussion and possible action on **Resolution No. 2021-14** adopting the amended employee policies and procedures manual.
12. Discussion and possible action on cancelling the Council meeting scheduled for December 20, 2021.

## **ADJOURNMENT**

I certify that the above notice of meeting was posted on the Public Notice Board located in front of City Hall on December 1, 2021, by 5:00 PM.

## **CITY OF HEWITT**

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Lydia Lopez, TRMC/CMC  
City Secretary

In compliance with the American with Disabilities Act, the City of Hewitt will provide reasonable accommodations for persons attending and/or participating in City Council meetings. The facility is wheelchair accessible, with handicap parking available at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 2

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Approve minutes of the Workshop and Regular Meeting of November 15, 2021.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Attached is a draft copy of the meeting minutes. Please review and advise if any corrections are needed.

**FISCAL IMPACT:**

Amount Budgeted – N/A  
Line Item in Budget – N/A

**SUGGESTED MOTION:**

I move approval of the minutes as presented but to allow for corrections.

**ATTACHMENTS:**

Draft minutes

# HEWITT TEXAS

## CITY COUNCIL WORKSHOP/REGULAR MEETING

November 15, 2021 at 6:00/7:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

### MINUTES

**Steve Fortenberry**, Mayor, Ward 3

**Michael S. Bancale**, Mayor Pro Tem, At-Large – **Charlie Turner**, Council Member, Ward 1

**Wilbert Wachtendorf**, Council Member, Ward 1 – **Bill Fuller**, Council Member, Ward 2

**Bob Potter**, Council Member, Ward 2 – **Erica Bruce**, Council Member, Ward 3

#### MEMBERS PRESENT:

Mayor Steve Fortenberry

Mayor Pro Tem Michael Bancale

Council Member Charles D. Turner

Council Member Bob Potter

Council Member Wilbert Wachtendorf

Council Member Bill Fuller

Council Member Dr. Erica Bruce

The meeting was streamed live on the city's website at [www.cityofhewitt.com/790/Hewitt-TX-TV](http://www.cityofhewitt.com/790/Hewitt-TX-TV).

#### WORKSHOP MEETING – 6:00 PM

Mayor Steve Fortenberry convened the Workshop Meeting to order at 6:00 PM and noted that all members of the Council were present with the exception of Mayor Pro Tem Michael Bancale. Mayor Pro Tem Bancale arrived at 6:03 PM.

- BRIEFING AND DISCUSSION CONCERNING REVISED EMPLOYEE HANDBOOK.**  
City Manager Bo Thomas prefaced the discussion by reminding Council that the draft Employee Handbook was extensively reviewed by Human Resources, Department Heads, City Attorney Mike Dixon, and Assistant City Attorney Amy Thomas who was present in the absence of Mr. Dixon. He noted changes made by Ms. Thomas were made in RED, the BLUE designated changes recommended by Human Resources, and the PURPLE denoted changes made by Mr. Dixon. Human Resource Manager Jessica Higgins finalized the presentation of the proposed changes of the handbook. Final approval will be placed on the next agenda – December 6, 2021.

**ADJOURNMENT**

**MOTION:** Council Member Turner to adjourn the Workshop at 6:17 PM.

**SECOND:** Council Member Fuller

**AYES:** Bruce, Turner, Fuller, Potter, Wachtendorf, Bancale, and Fortenberry

**NAYES:** None

**ABSENT:** None

**MOTION PASSED.**

**REGULAR MEETING – 7:00 PM**

**DECLARATION OF A QUORUM AND CALL TO ORDER**

Mayor Steve Fortenberry called the Regular Meeting to order at 7:00 PM and noted all Council Members were in attendance.

**PLEDGE OF ALLEGIANCE**

Mayor Steve Fortenberry led the Pledge of Allegiance.

**PUBLIC COMMENTS**

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. [Note: Prior to the meeting, the citizen must complete a “Public Comment Form” and present it to the City Secretary.]

Mayor Steve Fortenberry inquired if anyone had requested to address the Council. City Secretary Lydia Lopez noted no one submitted any public comment forms. No one appeared.

**REGULAR AGENDA**

**1. APPROVAL OF MINUTES OF THE WORKSHOP/REGULAR MEETING OF NOVEMBER 1, 2021.**

**MOTION:** Council Member Turner moved approval of the meeting minutes as presented but to allow for corrections.

**SECOND:** Council Member Potter

**AYES:** Bruce, Turner, Fuller, Potter, Wachtendorf, Bancale, and Fortenberry

**NAYES:** None

**ABSENT:** None

**MOTION PASSED.**

**2. PRESENTATION OF THE REPORT FROM CITY ENGINEER MILES WHITNEY, P.E.**

- Update on pending utility projects.
- Update on pending street projects.
- Update on pending drainage projects

- 3. BRIEFING AND DISCUSSION CONCERNING THE FINANCIAL STATEMENTS ENDING OCTOBER 31, 2021.** City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the October Financial Statements electronically on November 4, 2021, and inquired if Council had any questions. There were no questions or concerns raised. No action required.
  
- 4. DISCUSSION AND CONSIDERATION OF APPOINTMENT TO THE PARKS & BEAUTIFICATION COMMITTEE.** Mayor Fortenberry recognized prospective applicant Vernon Bailey who volunteered his service to the Parks and Beautification Committee. Mr. Bailey introduced himself and expressed his interest in serving the community.  
**MOTION:** Council Member Turner moved to approve the appointment of Vernon Bailey to the Parks and Beautification Committee with a term expiring in December 2022.  
**SECOND:** Council Member Potter  
**AYES:** Bruce, Turner, Fuller, Potter, Wachtendorf, Bancale, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**
  
- 5. DISCUSSION AND CONSIDERATION CONCERNING ACCEPTANCE OF GRANT AWARD FROM THE FEDERAL EMERGENCY CONNECTIVITY FUND IN THE AMOUNT OF \$184,231.** City Manager Bo Thomas briefly introduced item and asked Library Director Waynette Ditto to present a detailed presentation. Mrs. Ditto recognized Library Board Members, Friends of the Library, and Library staff who were present in support. She highlighted that acceptance of this grant award in the amount of \$184,231 from the Federal Emergency Connectivity Fund would provide critical online resources to students, staff, and library patrons, by addressing the needs for remote learning. She further noted a number of policy changes written to comply with Federal guidelines. Mayor Fortenberry complimented staff for the quality service provided to the residents of Hewitt.  
**MOTION:** Council Member Fuller moved approval and acceptance of the Federal Emergency Connectivity Fund Grant in the amount of \$184,231.  
**SECOND:** Council Member Turner  
**AYES:** Bruce, Turner, Fuller, Potter, Wachtendorf, Bancale, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**
  
- 6. CONSIDERATION OF AND ACTION ON RESOLUTION NO. 2021-10 APPROVING UPDATED MASTER FEE SCHEDULE.** City Manager Bo Thomas presented the updated Master Fee Schedule that included the new Hotspots and Chromebook fees.  
**MOTION:** Council Member Turner moved to approval of **Resolution No. 2021-10** approving the updated Master Fee Schedule.  
**SECOND:** Council Member Wachtendorf  
**AYES:** Bruce, Turner, Fuller, Potter, Wachtendorf, Bancale, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**

**ADJOURNMENT**

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**MOTION:** Council Member Turner moved to adjourn at 7:30 PM.  
**SECOND:** Council Member Fuller  
**AYES:** Bruce, Turner, Fuller, Potter, Wachtendorf, Bancala, and Fortenberry  
**NAYES:** None  
**ABSENT:** None  
**MOTION PASSED.**

Approved: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lydia Lopez, City Secretary

\_\_\_\_\_  
Steve Fortenberry, Mayor

DRAFT

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 3

**SUBMITTED BY:** Kevin Reinke, Utilities Director

**ITEM DESCRIPTION:**

Discussion and possible action on the purchase of a 2021 Ford F-150 XL 4x4 SuperCrew Cab for Utilities Services from Chastang Ford in the amount of \$35,282.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

This item is to purchase a new F-150 truck replacing a 2010 like model truck within the Utilities fleet. Chastang Ford's price is from BuyBoard contract 601-19. Total price is \$35,282.

**FISCAL IMPACT:**

Amount Budgeted – \$40,000.00  
Line Item in Budget – Short-term financing

**SUGGESTED MOTION:**

I move to approve the purchase of a Ford F-150 XL 4x4 SuperCrew Cab truck from Chastang Ford in the amount of \$35,282.

**ATTACHMENTS:**

Quote attached



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2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215

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**Client Proposal**

Prepared by:

Ed Miller

Office: 713-678-5007

Email: EMILLER@CHASTANGFORD.COM

Quote ID: HEWIT22W1E

Date: 11/19/2021



Prepared by: Ed Miller  
11/19/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215 | Quote ID: HEWIT22W1E

As Configured Vehicle

Code	Description	MSRP
<b>Base Vehicle</b>		
W1E	Base Vehicle Price (W1E)	\$40,860.00
<b>Packages</b>		
101A	Equipment Group 101A High	\$920.00
	- Option Discount	-\$750.00
	<i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest. - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual. - Cruise Control - Reverse Sensing System	
<b>Powertrain</b>		
998	Engine: 3.5L V6 EcoBoost	\$2,595.00
	<i>Includes auto start-stop technology.</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
X27	3.31 Axle Ratio	Included
NNGV6	GVWR: 7,050 lbs Payload Package	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
<b>Seats &amp; Seat Trim</b>		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Ed Miller  
11/19/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215 | Quote ID: HEWIT22W1E

As Configured Vehicle (cont'd)

Code	Description	MSRP
C	Cloth 40/20/40 Front Seat <i>Includes 2-way manual driver/passenger adjustment and armrest.</i>	STD
<b>Other Options</b>		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
PAINT	Monotone Paint Application	STD
76R	Reverse Sensing System	Included
<b>Fleet Options</b>		
50S	Cruise Control	Included
<b>Interior Color</b>		
CS_01	Black	N/C
<b>Exterior Color</b>		
YZ_01	Oxford White	N/C
<b>Upfit Options</b>		
Buy Board	Buy Board Fee CONTRACT 601-19 <i>CONTRACT 601-19</i>	\$400.00
STROBES	ADD FRONT AND REAR STROBES AND TINTED WINDOWS	\$1,295.00
<b>SUBTOTAL</b>		<b>\$45,320.00</b>
Destination Charge		\$1,695.00
<b>TOTAL</b>		<b>\$47,015.00</b>

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Prepared by: Ed Miller  
11/19/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215 | Quote ID: HEWIT22W1E

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$40,860.00
Options	\$2,765.00
Colors	\$0.00
Upfitting	\$1,695.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
<b>Subtotal</b>	<b>\$47,015.00</b>

### *Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
01 ft	DISCOUNT AND CONCESSION	-\$11,733.00
<b>Total</b>		<b>\$35,282.00</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

V1DP1421

CNGP530

VEHICLE ORDER CONFIRMATION

10/05/21 15:55:53

Dealer: F52457

Page: 1 of 1

Order No: 2000 Priority: A2 Ord FIN: QD412 Order Type: 5B Price Level: 215  
Ord PEP: 101A Cust/Flt Name: HEWITT PO Number:

2022 F-150

W1E	F150 4X4 CREW	RETAIL			
	145" WHEELBASE	\$40860		7050# GVWR	
YZ	OXFORD WHITE			FLEET SPCL ADJ	NC
W	CLTH BUCKT SEAT	295		FRT LICENSE BKT	NC
S	MED DARK SLATE		425	50 STATE EMISS	NC
101A	EQUIP GRP	920	53B	CLASS IV HITCH	205
	.XL SERIES			SP DLR ACCT ADJ	
	.POWER EQUIP GRP			SP FLT ACCT CR	
	.CRUISE CONTROL			FUEL CHARGE	
	.REV SENSING SYS		B4A	NET INV FLT OPT	NC
	.17"SILVER STEEL			PRICED DORA	NC
998	3.5L V6 GTDI	2595		DEST AND DELIV	1695
44G	ELEC 10-SPDAUTO			TOTAL BASE AND OPTIONS	46570
	.265/70R-17			XL HIGH DISCOUNT	(750)
X27	3.31 REG AXLE	NC		TOTAL	45820

\*THIS IS NOT AN INVOICE\*  
F3/F12=Veh Ord Menu

F1=Help F2=Return to Order  
F4=Submit F5=Add to Library  
S099 - PRESS F4 TO SUBMIT

QC02617

V1DP1421 2,6

\$ 41,473.76  
+ applicable fees



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Preview Order 1028 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 10/28/2021 15:50:52

Dealership Name: Douglass Ford

Sales Code : F52486

Dealer Rep.	DAVID GLOFF	Type	Retail	Vehicle Line	F-150	Order Code	1028
Customer Name	R Bell	Priority Code	19	Model Year	2022	Price Level	215

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$40860	ELEC TEN-SPEED AUTO W/TOW MODE	\$0
145 INCH WHEELBASE	\$0	.265/70R 17 BSW ALL-TERRAIN	\$0
OXFORD WHITE	\$0	3.31 RATIO REGULAR AXLE	\$0
CLOTH 40/CONSOLE/40	\$295	7050# GVWR PACKAGE	\$0
MEDIUM DARK SLATE	\$0	CV LOT MANAGEMENT	\$0
EQUIPMENT GROUP 101A	\$920	FRONT LICENSE PLATE BRACKET	\$0
.XL SERIES	\$0	50 STATE EMISSIONS	\$0
.XL POWER EQUIPMENT GROUP	\$0	CLASS IV TRAILER HITCH	\$205
.CRUISE CONTROL	\$0	FUEL CHARGE	\$0
.REVERSE SENSING SYSTEM	\$0	PRICED DORA	\$0
.17" SILVER STEEL WHEELS	\$0	DESTINATION & DELIVERY	\$1695
3.5L V6 ECOBOOST	\$2595		

TOTAL BASE AND OPTIONS	MSRP	\$46570
XL HIGH DISCOUNT		\$-750
TOTAL		\$45820

ORDER UNIT  
 \$ 39880.20 Plus any Tax title license

Customer Name: \_\_\_\_\_ Customer Email: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_ Customer Phone: \_\_\_\_\_

Douglass Ford Clifton  
 254-675-3673

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

This order has not been submitted to the order bank.  
 This is not an invoice.



Preview Order M937 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 10/05/2021 13:58:46

Dealership Name: Stanley Ford-McGregor

Sales Code : F52465

Dealer Rep.	Rob Early	Type	Retail	Vehicle Line	F-150	Order Code	M937
Customer Name	C Hewitt	Priority Code	10	Model Year	2022	Price Level	215

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW - 145	\$40860	\$39021	ELEC TEN-SPEED AUTO W/TOW MODE	\$0	\$0
145 INCH WHEELBASE	\$0	\$0	.265/70R 17 BSW ALL-TERRAIN	\$0	\$0
OXFORD WHITE	\$0	\$0	3.31 RATIO REGULAR AXLE	\$0	\$0
CLOTH 40/CONSOLE/40	\$295	\$269	7050# GVWR PACKAGE	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	CV LOT MANAGEMENT	\$0	\$10
EQUIPMENT GROUP 101A	\$920	\$837	FRONT LICENSE PLATE BRACKET	\$0	\$0
.XL SERIES	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
.XL POWER EQUIPMENT GROUP	\$0	\$0	CLASS IV TRAILER HITCH	\$205	\$186
.CRUISE CONTROL	\$0	\$0	FUEL CHARGE	\$0	\$82.94
.REVERSE SENSING SYSTEM	\$0	\$0	PRICED DORA	\$0	\$0
.17" SILVER STEEL WHEELS	\$0	\$0	DESTINATION & DELIVERY	\$1695	\$1695
3.5L V6 ECOBOOST	\$2595	\$2362			

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	\$46570	\$44462.94
XL HIGH DISCOUNT	\$-750	\$-683
TOTAL	\$45820	\$43779.94

*\$44,279.00*

*\$1500 over cost*

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

**This order has not been submitted to the order bank.  
This is not an invoice.**

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 4

**SUBMITTED BY:** Waynette Ditto, Library Director

**ITEM DESCRIPTION:**

Discussion and possible action concerning award from the Literacy Access Fund for \$10,000.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

In years past, I worked with AWE Learning to apply for different grants to purchase Literacy Workstations for the library. The grants were not successful, and the workstations were too expensive to buy on my own.

*AWE Learning provides literacy-focused digital learning solutions for early learners to public libraries throughout the United States and Canada. Our mission is to inspire an enthusiasm for learning by supporting school readiness and literacy in the community. Our turnkey learning products deliver award-winning multi-curricular content through a safe environment that is easy to set up and use. AWE Learning excels at providing fun and interactive learning to set children on the path to success at a young age. <https://awelearning.com>*

I received an email from my contact, Sandi Walter, on 11/15/2021 asking me to apply for a grant. She notified me that the AWE company selects four libraries at the end of the year to apply for the Literacy Access Fund. Sandi Walter submitted the HPL's name to receive the \$10,000.00 grant for two workstations, \$7,827.00, and an additional \$2,173.00 in supplies.

**FISCAL IMPACT:**

Amount Budgeted – NA  
Line Item in Budget – NA

**SUGGESTED MOTION:**

I move approval of the acceptance of the Literacy Access Fund in the amount of \$10,000.

**ATTACHMENTS:**

Award Letter  
Purchase Quote form AWE \$7,827.00



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# LITERACY

## ACCESS FUND<sup>®</sup>

17-November 2021

Waynette Ditto  
Library Director  
Hewitt Public Library  
200 Patriot Court  
Hewitt, TX 76643

Dear Ms. Ditto:

Thank you for submitting a grant application to Literacy Access Fund (LAF). I am pleased to inform you that Hewitt Public Library is the recipient of a \$10,000 grant from LAF.

By accepting this grant your organization certifies that this grant will be used to purchase the goods and services as outlined in your grant application.

When making any public announcement about this grant, we would appreciate it if you would recognize the support from Literacy Access Fund. We congratulate you and thank you for your efforts.

I look forward to working with you and Hewitt Public Library to impact and inspire the literacy skills of your littlest members.

Please feel free to contact me if you have any questions. We wish you continued success.

Sincerely yours,



Deborah B. Sorgi, Ed.D.  
Chair, Director & President

Inspiring discovery. **AWE LEARNING** Preparing lives.®

**AWE Learning Purchase Quotation**

Quotation developed for: Waynette Ditto Date: November 15, 2021  
 Organization ("Customer"): Hewitt Public Library Valid until: November 19, 2021

Please open your product upon receipt to confirm a safe delivery.  
 You have 30 days to request an exchange for equipment damaged in shipping.

Item Number	Product	Quantity	Unit Cost	Total
ELS+	<b>AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty</b> Early Literacy Station + After School Edge	2	\$ 3,798.00	\$ 7,596.00
	<b>Individual Prices</b>			
	Base Unit ELS		\$ 3,299.00	
	Add Edge Content		\$ 499.00	
	<b>Warranty &amp; Upgrades Extend Plan (for All-in-one's only):</b>			
EXTEND1	1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.)	0	\$ 500.00	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	0	\$ 1,000.00	\$ -
	<b>Options:</b>			
MANIP-LIT	Literacy Manipulatives	0	\$ 220.00	\$ -
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	2	\$ 36.00	\$ 72.00
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)	2	\$ 7.50	\$ 15.00
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter	2	\$ 22.00	\$ 44.00
AIO STAND	Enhanced Support Stand (for All-in-One units) HP _____ DELL _____	0	\$ 165.00	\$ -
	<b>Content Add-ons:</b>			
	Add AWE Learning Platinum Online - Annual Subscription	0	\$ 999.00	\$ -
	Base product includes 1 master account and 5 concurrent logins Limited-time \$999 subscription for the first 50 subscribers. Retail \$1,999			
	Add-On Tiers: Pack of 10 concurrent logins	0	\$ 299.00	\$ -
	Add AWE Learning Platinum Online RoboGarden Bundle	0	\$ 399.00	\$ -
*SHIPPING	Shipping - All-in-Ones	2	\$ 50.00	\$100.00
	* Surcharge for Alaska and Hawaii will be applied			
	Market: <u>Library (LIB-LIB)</u>		Estimated Sales Tax → <u>0.000%</u>	\$ -
			<b>TOTAL</b>	<b>\$7,827.00</b>

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE within 30 days, to accept this price quote

**AWE Acquisition, Inc.** Hewitt Public Library G4\_Plat2021

Sandi Walter 11/15/2021 Waynette Ditto 11/17/2021  
 (Signature) Date (Signature) Date

When fully executed, this document, including the attached Terms and Conditions which are incorporated herein by reference, is a binding Agreement

Sandi Walter WAYNETTE DITTO  
 (Print Name) (Print Name) / (Title)

Senior Account Executive LIBRARY DIRECTOR  
 (Title) Email Address & Phone Number

\* All invoices are sent via email unless otherwise requested  Check here if you require a paper invoice

From where do the funds for this purchase originate? Literacy Access Fund

**Bill To Information**

Name: Waynette Ditto  
 Organization: Hewitt Public Library  
 Address: 200 Patriot Court  
 City, State, Zip: Hewitt, TX 76643  
 Phone / Fax: 254-666-2442  
 Email: wditto@cityofhewitt.com

**Ship To Information**

Name: Waynette Ditto  
 Organization: Hewitt Public Library  
 Address: 200 Patriot Court  
 City, State, Zip: Hewitt, TX 76643  
 Phone / Fax: 254-666-2442  
 Email: wditto@cityofhewitt.com

PAYMENT TYPE:  Net 15 Terms or Credit Card  VISA  MC  DISC  AMEX / # \_\_\_\_\_ EXP. \_\_\_\_\_

NAME ON CREDIT CARD (If Applicable): \_\_\_\_\_

Key (primary AWE) Contact NAME: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Warranty & Upgrade Contact NAME: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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2501 Seaport Drive, Suite #410 SH • Chester • Pennsylvania, 19013  
 Phone (610) 833-6400 • Fax (610) 833-6440 • Email: orders@awelearning.com • www.awelearning.com

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 5

**SUBMITTED BY:** Lee Garcia, Finance Director

**ITEM DESCRIPTION:**

Discussion and possible action on renewal of an Agreement with Valley View Consulting, L.L.C. for a period of two years ending December 31, 2023, with the option to extend in additional one or two-year increments.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

On December 7, 2020, City Council extended the Agreement with Valley View Consulting, L.L.C., to act as independent investment advisors to the city and to perform professional services with respect to Investable Funds. Staff recommends continuing with Valley View and accepting the attached agreement to perform investment services for the City.

**FISCAL IMPACT:**

Amount Budgeted – N/A  
Line Item in Budget – N/A

**SUGGESTED MOTION:**

I move that the Agreement with Valley View Consulting, L.L.C. be renewed for a period of two years ending December 31, 2023, with the option to extend in additional one or two-year increments.

**ATTACHMENTS:**

IA Agreement with Valley View Consulting, LLC

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF HEWITT, TEXAS  
AND  
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the City of Hewitt (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
  - a. Assist the Investor in developing cash flow projections,
  - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
  - c. Advise the Investor on market conditions, general information and economic data,
  - d. Analyze risk/return relationships between various investment alternatives,
  - e. Attend occasional meetings as requested by the Investor,
  - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's investment policies. The eligible investments are listed in the Investor's Investment Policy,
  - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
  - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
  - i. Assist the Investor in creating monthly portfolio accounting reports, and
  - j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:
- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
  - b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
  - c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
  - d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
  - e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.
5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.
6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.
7. This Agreement shall remain in effect until December 31, 2023, with the option of the Investor to extend this Agreement in additional one or two-year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

- 1) \_\_\_\_\_ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) \_\_\_\_\_ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3)  X  Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.  
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Hewitt, Texas.

By \_\_\_\_\_  
City of Hewitt

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

## APPENDIX A

## FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee equal to \$10,000.00. Said fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor issue debt, additional fees shall apply. Said annual fee shall not exceed 8 basis points (0.08%) of the total debt fund's average quarter end book value.

Should the selected bond proceeds investment strategy incorporate a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Should the Investor request assistance with selecting a primary bank depository services contract additional fees shall apply. Said fee shall not exceed \$5,000.00 per selection process.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled quarterly meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Although none are anticipated, any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 6

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on authorization to execute Texas Department of Transportation (TxDOT) standard utility agreement for the FM 2113 Spring Valley utility relocation project.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The utility relocation project associated with FM 2113 Spring Valley roadway rehabilitation created adjustments, removal and/or relocation of certain facilities specifically in two locations at FM 2113/Brenda Dr and FM 2113/Judy Dr. At these two locations based upon betterments of 8-inch and 10-inch waterlines, the project created a total betterment of \$101,722.16 to which TxDOT will participate in the costs associated with like kind improvements in an amount of \$42,350.68 should Council authorize execution of this agreement.

**FISCAL IMPACT:**

Amount Budgeted – NA  
Line Item in Budget – NA

**SUGGESTED MOTION:**

I move to authorize the City Manager to execute the Utility agreement with TxDOT for the FM 2113 utility relocation project.

**ATTACHMENTS:**

TxDOT Standard Utility agreement



## STANDARD UTILITY AGREEMENT

U Number: **U16114** Utility ID: **U00003242**

District: Waco  
Federal Project No.: TBD  
ROW CSJ: 2060-01-041  
Highway Project Letting Date: 4/1/2021

County: McLennan  
Highway: FM 2113  
From: 0.156 MI SOUTHWEST OF FM 2063  
To: 0.101 MI. NORTHEAST OF FM 1695

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Hewitt, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

**WHEREAS**, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: City of Hewitt will adjust existing 8-inch and 10-inch waterline facilities to clear Farm to Market 2113 at highway stations 128+15 and 138+50 by installing 8-inch and 10-inch waterline facilities with betterment service line connections, and abandon two 8-inch water line facilities and 10-inch water line facility in conflict with this project. Minimum clearance will be 30 inches under the roadway. Utility Agreement for 8-inch water line and 10-inch water line facility adjustment costs and associated betterments credit only. All betterment costs will be credited by this Utility Agreement; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

**WHEREAS**, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$101,722.16 as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

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

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

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

**UTILITY**

**EXECUTION RECOMMENDED:**

Utility: City of Hewitt  
*Name of Utility*

\_\_\_\_\_  
*Director of TP&D (or designee), Waco District*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title: City Manager

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

**THE STATE OF TEXAS**

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

By: \_\_\_\_\_  
*District Engineer (or designee)*

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

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 7

**SUBMITTED BY:** Jim Devlin, Police Chief

**ITEM DESCRIPTION:**

Discussion and possible action on an Interlocal Agreement between the McLennan County 9-1-1 Emergency Assistance District and the City of Hewitt for the purchase of and reimbursement of (\$15,000) for an Eventide Voice and line recorder in the amount of \$23,793.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Staff recommends entering into the Interlocal agreement with MCEAD for the purchase and reimbursement of the Eventide voice and phone line recorder in the amount of \$23,793. The Hewitt Police Department has made a request for funding assistance towards the purchase of a voice recorder at its Public Safety Answering Point. The request is consistent with other funding requests the District has considered in the past and meets all requirements established by MCEAD, including a minimum of 5 years since the time of the previous request. The BOM previously approved \$15,000 in the McLennan County Emergency Assistance District FY2021-2022 budget.

**FISCAL IMPACT:**

Amount Budgeted – \$23,793

Line Item in Budget – 10-50-0-41-235/Other Equipment. \$15,000 Reimbursement from MCEAD

**SUGGESTED MOTION:**

I move to authorize the Interlocal Agreement with the McLennan County Emergency Assistance District for the purchase and reimbursement of \$15,000 for an Eventide Voice and Phone line recorder for the total cost of \$23,793.

**ATTACHMENTS:**

Approval Letter  
Interlocal Agreement



# McLennan County 9-1-1 Emergency Assistance District

Item 7.

*Proudly serving the citizens of McLennan County for over 30 years!*

November 19, 2021

James Devlin  
Chief of Police  
City of Hewitt  
100 Patriot Ct  
Hewitt, TX 76643

**RE: Approval for Purchase of Voice Recorder**

Dear Chief Devlin:

At the November 18, 2021 meeting, the Board of Managers of the McLennan County 9-1-1 Emergency Assistance District (MCEAD) considered and approved the request for the purchase of a voice recorder. Per MCEAD policy, please submit proof of purchase of the voice recorder so that reimbursement can be made to the City of Hewitt in the amount of \$15,000.

In addition, attached is a signed copy of the electronic version of the interlocal agreement between MCEAD and the City of Hewitt for the voice recorder. Please sign and submit back electronically to [jharrison@mcead911.org](mailto:jharrison@mcead911.org). In closing, remember that Hewitt Police Department is responsible for required maintenance of the recorder. If you have any questions, feel free to contact me at 254-776-8911.

Regards,

A handwritten signature in blue ink that reads "Jesse A. Harrison".

Jesse A. Harrison, ENP  
Executive Director

INTERLOCAL AGREEMENT REGARDING VOICE AND LINE RECORDER

This Interlocal Agreement is made and entered into this date by and between the McLennan County 9-1-1 Emergency Assistance District (MCEAD) and the City of Hewitt, Texas, a Texas Municipal Corporation (Hewitt).

WITNESSETH:

WHEREAS, the MCEAD Board of Managers and Hewitt, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.01 et.Seq., as amended, enter into this agreement relating to 9-1-1 service and equipment in the City of Hewitt;

NOW, THEREFORE, the parties agree as follows:

I.

The term of this Agreement shall be a period of five (5) years from and after the effective date set forth below.

II.

Hewitt shall obtain (3) competitive bids or obtain a bid through a cooperative purchasing program for the purchase of a basic model voice and line recorder ("Recorder") and shall, in accordance with Hewitt's policies and procedures, purchase one (1) such recorder. Hewitt shall provide to MCEAD a copy of all competitive bids received for the Recorder. After Hewitt purchases a Recorder, provides the bids as required hereby and submits a request for reimbursement pursuant to this Agreement, MCEAD shall promptly reimburse Hewitt in an amount equal to the lowest competitive bid received by Hewitt for the Recorder. MCEAD shall not reimburse Hewitt for any costs associated with items, features, upgrades or optional equipment other than the Recorder as specified above.

III.

Hewitt shall use the Recorder to record all calls answered, conversations and communications on and over all Hewitt 911 PSAP lines. Hewitt shall maintain such recordings in accordance with Hewitt's record retention policies. MCEAD shall have full access to such

recordings for the purposes of determining that the MCEAD system and the Hewitt PSAP are functioning properly, and for training. Hewitt shall be solely responsible for training Hewitt personnel in the proper operation of the Recorder.

#### IV.

Hewitt shall be solely responsible for maintaining the Recorder in proper working order during the term of this Agreement. In the event Hewitt should cease operation of a PSAP, or should the Recorder be lost, damaged or destroyed and is not replaced by Hewitt, Hewitt shall repay to MCEAD a prorated portion of the amount MCEAD reimbursed Hewitt pursuant to this Agreement. Such prorated amount shall be determined by the ratio which the number of days remaining in the five (5) year term of this agreement (the numerator) bear to the total number of days in such five (5) year period (the denominator). The date of the cessation of use of the Recorder shall be the date used to determine the prorated repayment.

#### V.

Any notice permitted or required to be given to MCEAD hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the McLennan County 9-1-1 Emergency Assistance District, 107 Burnett Court, Woodway, Texas 76712, and such notice shall be deemed given upon the deposit of the notice in the United States Mail as aforesaid. Any notice permitted or required to be given by MCEAD hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to City of Hewitt, 200 Patriot Ct, Hewitt, TX 76643, and such notice shall be deemed given upon MCEAD's deposit of the notice in the United States Mail as aforesaid.

#### VI.

This agreement represents the entire agreement of the parties and no changes or modifications of this agreement will be valid, unless evidenced by an instrument in writing signed by both parties.

#### VII.

This agreement shall be performable in McLennan County, Texas.



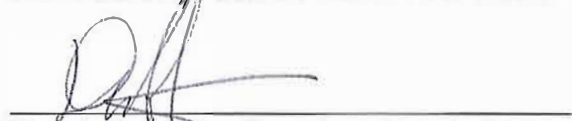
EXECUTED to be effective as of the 18 day of NOV., 2021.

ATTEST:

McLENNAN COUNTY 9-1-1  
EMERGENCY ASSISTANCE DISTRICT



Bret Crook, Secretary, Board of Mgrs.



Dennis Stapleton, President, Board of Mgrs.

Dated: 11/18/21

ATTEST:

CITY OF HEWITT

\_\_\_\_\_

\_\_\_\_\_

Steve Fortenberry, Mayor

Dated: \_\_\_\_\_

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 8

**SUBMITTED BY:** Lee Garcia, Finance Director

**ITEM DESCRIPTION:**

Consideration and action on a **Resolution No. 2021-11** amending and adopt the City of Hewitt's Investment Policy.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City's Investment Policy shall be reviewed and adopted at least annually by resolution of the City Council. The City Council shall review and approve the Policy and investment strategies annually, approving any changes or modifications, at a legally scheduled meeting.

The changes for the proposed policy are the revised name of the Comprehensive Annual Financial Report (CAFR) which is now known as the Annual Comprehensive Financial Report (ACFR) and the contact name for a brokerage firm.

Staff recommends adoption of the proposed Investment Policy.

**FISCAL IMPACT:**

Amount Budgeted – n/a  
Line Item in Budget – n/a

**SUGGESTED MOTION:**

I move to approve Resolution No. 2021-11 amending and adopting the City of Hewitt's Investment Policy.

**ATTACHMENTS:**

Resolution No. 2021-11 dated 12-6-2021  
Proposed Investment Policy

**RESOLUTION NO. 2021-11**

**A RESOLUTION BY THE CITY COUNCIL OF  
THE CITY OF HEWITT, TEXAS, AMENDING  
AND APPROVING THE CITY OF HEWITT  
INVESTMENT POLICY; AND  
DETERMINING THAT THE MEETING AT  
WHICH THIS RESOLUTION IS PASSED WAS  
NOTICED AND HAS BEEN OPEN TO THE  
PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the Hewitt City Council adopted an Investment Policy governing investment of City funds in compliance with the Public Funds Investment Act; and

**WHEREAS**, the Public Funds Investment Act requires that an annual review of public fund investment policies and strategies be conducted; and

**WHEREAS**, amendments to the Investment Policy are required by the Public Funds Investment Act to be approved by the Hewitt City Council; and

**WHEREAS**, the City's Investment Advisors, the City Manager, and the Finance Director, have reviewed the Investment Policy and are in agreement that it is of benefit to the City of Hewitt to amend the Investment Policy; and

**WHEREAS**, the attached Investment Policy amends the City's former Investment Policy and complies with the Public Funds Investment Act, and authorizes the investment of City funds in safe and prudent investments.

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

**SECTION 1.** The facts and recitations contained in the above preamble of this Resolution are hereby incorporated for all purposes.

**SECTION 2.** The City Council of the City of Hewitt approves the revised investment policy (as shown in the attached Exhibit A) and is hereby adopted by the City of Hewitt to be effective immediately.

**SECTION 3.** It is hereby officially found and determined that the meeting at which this resolution is passed was noticed and has been open to the public as required by law.

**PASSED AND APPROVED** this the 6th day of December 2021.

**CITY OF HEWITT, TEXAS**

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**Steve Fortenberry, Mayor**

**ATTEST:**

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**Lydia Lopez, City Secretary**

**INVESTMENT POLICY  
CITY OF HEWITT  
Approved by City Council  
December 6, 2021**

**I. POLICY**

It is the policy of the City of Hewitt (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to achieve reasonable interest earnings based on market conditions.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City funds. The City’s investment portfolio shall be designed and managed in a manner intended to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- \* **Safety** and preservation of principal
- \* Maintenance of sufficient **liquidity** to meet operating needs
- \* **Diversification** to minimize market risks
- \* **Public trust** from prudent investment activities
- \* Achievement of **reasonable interest earnings**

**II. PURPOSE**

The purpose of this Investment Policy is to establish guidelines and policies controlling the investment of the City’s funds. The Policy is designed to comply with Chapter 2256 of the Texas Government Code, the Public Funds Investment Act, (the “Act”), which requires the City to adopt a written Investment Policy regarding the investment of its funds and funds under its control. This Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

All participants in the City’s investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City’s ability to govern effectively.

### III. SCOPE

This Policy shall govern the investment of all financial assets of the City. All funds accounted for in the City's Annual **Comprehensive** Financial Report (ACFR) are to be governed by this Policy and include:

- General Fund
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Any new fund created by the City, unless specifically exempted from this Policy by law

This Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds.

### IV. INVESTMENT OBJECTIVES AND STRATEGIES

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield**. The safety of the principal invested will represent the primary objective.

The City shall maintain a comprehensive cash management program, which includes timely collection of account receivables, timely payments to vendors in accordance with invoice and available discount terms, and prudent investment of all assets.

Attention to cash management principles will assure that cash is available when needed and all funds will be invested to obtain the best use of City assets to obtain a reasonable market rate of earnings.

The City shall maintain a "buy and hold" portfolio strategy. Maturity dates are to be matched with cash flow requirements and investments purchased with the intent to be held until maturity. Investments shall not be sold or redeemed prior to maturity with the following exceptions:

- An investment with declining credit may be sold or redeemed early to minimize loss of principal, or
- Liquidity needs of the portfolio require that the investment be sold or redeemed.

#### **Safety [PFIA 2256.005(b)(2)]**

Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital throughout the portfolio. Safety will be attained through mitigating credit and interest rate risk.

- Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by purchasing high credit quality securities and diversifying the investment portfolio by market sector and maturity so that potential losses on individual issuers will be minimized.
- Interest Rate Risk – The City will minimize the realized risk that the market value of investments in the portfolio will fall due to changes in general interest rates by analyzing cash flow and investing within the parameters of that cash flow and diversifying by market sector and maturity.

### **Liquidity [PFIA 2256.005(b)(2)]**

The investment portfolio shall remain sufficiently liquid to meet all anticipated operating requirements by structuring the portfolio maturities with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in cash equivalent alternatives such as financial institution deposits, money market mutual funds, and local government investment pools that offer same-day liquidity.

### **Diversification**

The portfolio will be diversified by investment types and maturity to avoid market risks and issuer default, as appropriate.

### **Public Trust**

All participants in the City's investment process shall act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

### **Yield (Optimization of Interest Earnings) [PFIA 2256.005(b)(3)]**

The investment portfolio shall be designed with the objective of attaining a reasonable market yield at all times, taking into account the investment risk constraints and liquidity needs of the City. Return on investment is of lesser importance compared to the safety and liquidity objectives described above.

### **Investment Strategies by Fund Type:**

#### **1. General, Enterprise, or Operating-type Funds**

**Suitability** – Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating-type funds.

**Safety of Principal** – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund’s portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

**Marketability** – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

**Liquidity** – General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Financial institution deposit accounts, short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

**Diversification** – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

**Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

## 2. Capital Projects Funds

**Suitability** – Any investment eligible in the Investment Policy is suitable for Capital Projects Funds.

**Safety of Principal** – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Projects Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.

**Marketability** – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

**Liquidity** – Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the



anticipated cash flow requirements. Financial institution deposit accounts, short term investment pools and money market mutual funds will provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

**Diversification** – Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

**Yield** – Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury-Bill portfolio will be the minimum yield objective for non-borrowed funds.

### 3. Debt Service Funds

**Suitability** – Any investment eligible in the Investment Policy is suitable for Debt Service Funds.

**Safety of Principal** – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

**Marketability** – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

**Liquidity** – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Financial institution deposit accounts, short term investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

**Diversification** – Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are

anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

**Yield** – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio shall be the minimum yield objective.

#### 4. Debt Service Reserve Funds

**Suitability** – Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

**Safety of Principal** – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment’s market risk if the City’s debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or five years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing’s documentation will influence the attractiveness of market risk and influence maturity extension.

**Marketability** – Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

**Liquidity** – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City’s debt holders. The funds are “returned” to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

**Diversification** – Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

**Yield** – Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy’s risk constraints.

## V. RESPONSIBILITY AND CONTROL

### **Delegation of Authority [PFIA 2256.005(f)]**

#### **Investment Officer(s)**

In accordance with the Act, the City Council designates the City Manager and the Finance Director as the City’s Investment Officers. An Investment Officer is authorized to execute investment transactions and transfer funds between City accounts on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Policy. The investment authority granted to an Investment Officer is effective until rescinded by the City Council.

The City Council shall provide periodic training in investments for the Investment Officer(s) through courses and seminars offered by professional organizations, associations, and other independent sources approved by Council. Training will be in accordance with the provisions of the Act and is to ensure the quality and capability of investment management in compliance with the Act. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

Investment Officer(s) shall attend ten (10) hours of investment training within twelve (12) months of attaining the position and shall receive eight (8) hours of investment training not less than once in a two-year period that begins on the first day of the City’s fiscal year and consists of the two consecutive fiscal years after that date. The Government Finance Officers Association of Texas (GFOAT), Government Treasurers’ Organization of Texas (GTOT), Texas Municipal League (TML), University of North Texas (UNT), Texas Association of Regional Councils, American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA) are approved independent training sources.

#### **Internal Controls**

The Investment Officer is responsible for establishing and maintaining internal controls to protect the assets of the City from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, within the scope of the annual audit, the City shall establish a process for annual independent review by an external auditor to assure compliance with this Policy and supporting procedures. At a minimum, the internal controls shall address the following points:

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Delegation of authority to subordinate staff members.
- Written reporting and confirmation for all investments and wire transfers.

### **Prudence (PFIA 2256.006)**

The standard of care as defined by the Act and to be applied by the Investment Officer at all times shall be the “prudent person” rule. This rule states that:

*“Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”*

In determining whether an Investment Officer has exercised prudence in the performance of their duty, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

The Investment Officer, if acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for any specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

### **Ethics and Conflicts of Interest [PFIA 2256.005(i)]**

The Investment Officer(s), and employees involved in the investment process, shall refrain from any personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Investment Officer(s) shall disclose any personal or business relationship involving material interests in financial institutions with which the City conducts business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officer(s) shall refrain from undertaking personal investment transactions with the same individual or firm with which business is conducted on behalf of the City.

Any Investment Officer(s) of the City who has a personal business relationship with an organization or is related within the second degree by affinity or consanguinity to an individual

seeking to sell an investment to the City shall file a statement disclosing that relationship, in accordance with the Act, with the Texas Ethics Commission and the City Council.

## **VI. SUITABLE AND AUTHORIZED INVESTMENTS**

City funds may be invested only in the instruments described below, all of which are authorized and further defined by the Act. Investment of City funds in any instrument or security not authorized for investment under the Act is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase. The City will create a competitive environment for all individual security purchases and sales, financial institution deposits, money market mutual funds, and local government investment pools, as appropriate.

1. Obligations, including letters of credit, of the United States of America, its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding those prohibited by the PFIA.
2. Certificates of Deposit and other evidences of deposit at a financial institution that, i) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, ii) is secured by obligations in a manner and amount provided by law for deposits of the City, or iii) is placed in compliance with the requirements of the PFIA.
3. Fully collateralized repurchase agreements executed in compliance with the Act, under the terms of an executed Master Repurchase Agreement, and secured in accordance with this Policy.
4. AAA-rated, SEC registered money market mutual funds which strive to maintain a net asset value of \$1.0000 per share.
5. AAA-rated, Texas local government investment pools, which meet all the requirements of the Act. Participation in any pool must be authorized by resolution of the City Council.

### **Un-Authorized Investments [PFIA 2256.009(b)(1-4)]**

Mortgage-backed securities including interest-only or principal-only collateralized mortgage obligations (CMO), inverse floating interest rate CMO or CMO with a maturity date of over 10 years are strictly prohibited for investment by the City.

### **Credit Rating and Effect of Loss of Required Rating [PFIA 2256.021]**

No less than quarterly, the Investment Officer will obtain the current credit rating for each held investment from a reliable source to ensure that the investment has maintained the required minimum rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

## **VII. INVESTMENT PARAMETERS**

### **Maximum Maturities and Maximum WAM [PFIA 2256.005(b)(4)(B)]**

The longer the maturity of securities, the greater the price volatility and market risk. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities which match cash flow needs to limit risks caused by changes in interest rates.

The City shall attempt to match its investments with anticipated cash flow requirements. The City's fund-type investment strategies will determine appropriate maximum maturity and weighted average maturity. Certificates of deposit and repurchase agreements may be collateralized using longer dated investments in accordance with this Policy.

Dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. [PFIA 2256.005(b)(4)(C)]

## **VIII. AUTHORIZED BANKS AND DEALERS**

The process of obtaining and contracting with a primary depository to serve the banking service needs of the City will be governed by Chapter 105 of the Local Government Code: Depositories for Government Funds and Chapter 2257, the Public Funds Collateral Act, Texas Government Code.

At least every five (5) years a primary depository shall be selected for banking services through the City's procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined through a competitive process and evaluation of applications will include the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with State law.
- The ability to provide required banking services.
- Creditworthiness and financial stability of the depository.
- The ability to provide cost effective services as defined by the City based on the lowest net banking service cost, consistent with the ability to provide the required levels of service.

The City may utilize other financial institutions as depositories for deposits and the purchase of certificates of deposit under the terms of a written depository/collateral agreement as defined by this Policy.

### **Collateral Policy (PFCA 2257.023)**

#### Collateral Pledged to the City by Depositories

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all financial institution deposits in a depository above the FDIC insurance coverage. To anticipate and provide for market price fluctuations and provide a required level of security for all funds, with the exception of deposits secured with irrevocable letters of credit from a U.S. Government Agency at 100% of principal and accrued interest, the depository will provide and maintain collateral whose market value equals or exceeds 102% of the total value of principal and accrued interest on City deposits less an amount insured by the FDIC.

Any financial institution designated as a depository by the City will provide collateral in accordance with this Policy and applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as a depository will be required to sign a Depository/Collateral Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

The written agreement will specify the acceptable collateral, require independent safekeeping of the collateral, require City approval before substitution or release of investment securities, provide for original safekeeping receipts, and complete monthly reporting of collateral including the valuation of securities.

A clearly marked evidence of pledge must be supplied to the City and retained by the Investment Officer(s). A monthly collateral report provided by the custodian shall be reviewed by the Investment Officer(s) to assure that the market value of the pledged securities is adequate.

Collateral may be held only by an independent institution including a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the City.

A Repurchase Agreement, as authorized by the Act, has a defined termination date, is secured by a combination of cash and obligations as described by Section 2256.009(a)(1) and requires the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third-party selected and approved by the City. Securities (termed as collateral) are bought (i.e. owned)

under a Repurchase Agreement and will be maintained at a margin of 102% and settled delivery versus payment. The collateral terms and conditions will be controlled by a written repurchase agreement.

### **Authorized Collateral for Depositories and Repurchase Agreements**

The City shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities, including mortgage-backed securities which pass the high-risk mortgage obligation test, and irrevocable letters of credit issued by the Federal Home Loan Bank.
- Direct obligations of any U.S. state or its subdivisions rated at least A by at least one nationally recognized rating agency.

All collateral shall be subject to inspection and audit by the Investment Officer(s) and the City's independent auditors.

### **Authorized Brokers/Dealers (PFIA 2256.025)**

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers (see Attachment A) authorized to engage in securities transactions with the City. To purchase securities, the City must have a list of no less than two broker/dealers.

Authorized brokerage firms may include primary dealers or regional broker/dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

### **Delivery vs. Payment [PFIA 2256.005(b)(4)(E)]**

Securities purchased by the City shall be settled into the City's account with the safekeeping agent on a **delivery versus payment** (DVP) basis. DVP assures that City funds will not be released until the purchased security has been received. Securities will be held by an independent third-party safekeeping agent as evidenced by safekeeping receipts.

### **PFIA Policy Certificates**

All local government investment pools and discretionary investment management firms (business organizations) will be required to provide information regarding the business organization and the individual representative as required by the City. Each business organization will be required to sign a certification acknowledging that the business organization has received and reviewed the



City's current Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards, as required by the Act. When material changes are made to the Policy, re-certification is required.

### **IX. PERFORMANCE BENCHMARK**

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy including the objective of a reasonable market yield commensurate with the investment risk constraints and the cash flow requirements of the City.

The weighted average yield to maturity (the standard for calculating portfolio rate of return) on the total portfolio will be the City's performance measurement and will be calculated and reviewed on at least a quarterly basis. In accordance with the City's cash flow needs and based on the maximum weighted average maturity of the adopted Investment Strategy, the City's portfolio shall be designed with the objective of regularly meeting or exceeding the respective Strategy's average yield on the appropriate US Treasury-Bill for the same period. This benchmark is not just a measure of market performance but equally a measure of the risk in the portfolio.

### **X. REPORTING (PFIA 2256.023)**

The Investment Officers shall prepare for the City Council an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in detail and summary information. This reporting shall be made in accordance with the Act.

The quarterly investment report shall include a summary statement of investment activity during the period. This summary will be prepared in a manner that will allow the City Council to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will include the following at a minimum:

- A listing of individual investments held at the end of the reporting period.
- Unrealized gains or losses at the end of the period (the difference between current and prior market value).
- Average weighted yield to maturity of portfolio.
- Fully accrued interest for the reporting period and total earnings for the period.
- The percentage of the total portfolio by type of investment.
- Statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.

Market values will be obtained from reputable and independent sources.

In conjunction with the annual audit, an independent auditor will perform a formal annual review of the quarterly reports with the results reported to the City Council by that auditor [*PFIA 2256.023(d)*].

#### **XI. INVESTMENT POLICY ADOPTION [*PFIA 2256.005(e)*]**

The City's Investment Policy shall be reviewed and adopted at least annually by resolution of the City Council. It is the City's intent to comply with State laws and regulations. The City's Investment Policy may be revised by Council consistent with changing laws, regulations, or the needs of the City. The City Council shall review and approve the Policy and investment strategies annually, approving any changes or modifications, at a legally scheduled meeting.

**Adopted by Hewitt City Council: December 6, 2021**

**Attachment A**

**City of Hewitt, Texas  
Authorized Broker/Dealer List**

**FHN Financial Capital Markets**  
Buddy Saragusa  
920 Memorial City Way, 13<sup>th</sup> Floor  
Houston, TX 77024  
713-435-4375

**Duncan Williams, Inc.**  
Patrick Boyer  
6750 Poplar Avenue  
Suite 100  
Memphis, TN 38138  
901-604-6811

**SAMCO Capital Markets, Inc.**  
Robert Phillips  
1700 Pacific Avenue  
Suite 2000  
Dallas, TX 75201  
214-765-1408

**Wells Fargo Brokerage Services, L.L.C.**  
Chuck Landry  
1445 Ross Avenue  
Suite 210  
Dallas, TX 75202  
800-937-0998  
214-777-4018

**Note: The firm name is authorized. Contact data informational only.**

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 9

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Discussion and action on **Resolution No. 2021-12** casting votes to elect the Directors for the McLennan County Appraisal District for 2022-2023.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Attached is a draft resolution and official ballot for selection of the five (5) member Board of Directors. Each taxing entity is allotted a certain number of votes. The city has a total of 59 votes. The votes may be cast as a block or unit or distributed among any number of candidates.

**FISCAL IMPACT:**

Amount Budgeted – NA  
Line Item in Budget – NA

**SUGGESTED MOTION:**

I move approval of Resolution No. 2021-12.

**ATTACHMENTS:**

Draft resolution and supporting documents

McLENNAN COUNTY  APPRAISAL DISTRICT

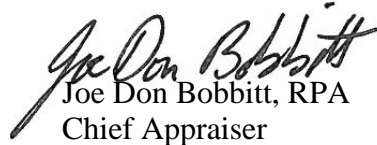
October 29, 2021

Dear Entity Official:

Enclosed, please find the official ballot on which to cast your vote for the five (5) member Board of Directors of the McLennan County Appraisal District (2022-2023 term). You may cast all of your votes for one candidate or distribute them amongst any number of candidates. After casting your unit's votes via written resolution, you must return the ballot and resolution to the appraisal district, by December 14, 2021, except entities that are entitled to cast at least 5% of the total votes (Midway ISD, Waco ISD, McLennan County, MCC, City of Waco) must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. Scanned documents may be delivered by email.

I will notify you of the election results before December 31, 2021. If you have any further questions concerning this matter, please do not hesitate to contact me.

Respectfully submitted,

  
Joe Don Bobbitt, RPA  
Chief Appraiser

JDB/odaniel

**MCLENNAN COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS  
ALLOWABLE VOTES BY ENTITY**

Item 9.

<b>TAXING UNIT</b>	<b>Preceding YR Tax Levy 2020</b>	<b>PERCENT OF TOTAL LEVY</b>	<b>CALCULATED 2022-2023 TERM VOTES</b>
<b>SCHOOL DISTRICTS</b>			
AXTELL ISD	1,649,819.22	0.344509%	<b>17</b>
BOSQUEVILLE ISD	2,637,265.34	0.550704%	<b>28</b>
BRUCEVILLE-EDDY ISD	2,321,484.25	0.484764%	<b>24</b>
CHINA SPRING ISD	13,528,193.17	2.824908%	<b>141</b>
CONNALLY ISD	9,971,006.52	2.082110%	<b>104</b>
CRAWFORD ISD	2,819,078.15	0.588670%	<b>29</b>
GHOLSON ISD	591,966.38	0.123612%	<b>6</b>
HALLSBURG ISD	965,409.60	0.201593%	<b>10</b>
LA VEGA ISD	13,166,378.84	2.749356%	<b>137</b>
LORENA ISD	8,225,954.59	1.717714%	<b>86</b>
MART ISD	1,270,814.60	0.265367%	<b>13</b>
McGREGOR ISD	6,045,995.96	1.262503%	<b>63</b>
MIDWAY ISD	71,031,932.31	14.832631%	<b>742</b>
MOODY ISD	1,738,773.31	0.363084%	<b>18</b>
OGLESBY ISD	9,207.09	0.001923%	<b>0</b>
RIESEL ISD	5,393,063.96	1.126160%	<b>56</b>
ROBINSON ISD	10,433,295.33	2.178643%	<b>109</b>
VALLEY MILLS ISD	942,596.51	0.196830%	<b>10</b>
WACO ISD	86,290,435.34	18.018857%	<b>901</b>
WEST ISD	5,980,029.69	1.248728%	<b>62</b>
<b>COUNTY</b>			
MCLENNAN COUNTY	89,318,633.40	18.651194%	<b>933</b>
MCLENNAN COMMUNITY COLLEGE	30,142,460.61	6.294240%	<b>315</b>
<b>CITIES</b>			
BELLMEAD, CITY OF	1,885,349.21	0.393692%	<b>20</b>
BEVERLY HILLS, CITY OF	518,475.76	0.108266%	<b>5</b>
BRUCEVILLE-EDDY, CITY OF	351,015.71	0.073298%	<b>4</b>
CRAWFORD, CITY OF	306,598.78	0.064023%	<b>3</b>
GHOLSON, CITY OF	72,575.43	0.015155%	<b>1</b>
GOLINDA, CITY OF	23,330.62	0.004872%	<b>0</b>
HALLSBURG, CITY OF	18,025.14	0.003764%	<b>0</b>
HEWITT, CITY OF	5,689,575.50	1.188077%	<b>59</b>
LACY-LAKEVIEW, CITY OF	1,503,912.43	0.314042%	<b>16</b>
LEROY, CITY OF	26,135.08	0.005457%	<b>0</b>
LORENA, CITY OF	709,568.61	0.148170%	<b>7</b>
MART, CITY OF	458,224.93	0.095685%	<b>5</b>
McGREGOR, CITY OF	2,684,801.98	0.560631%	<b>28</b>
MOODY, CITY OF	372,483.95	0.077781%	<b>4</b>
RIESEL, CITY OF	208,825.28	0.043606%	<b>2</b>
ROBINSON, CITY OF	5,362,265.43	1.119729%	<b>56</b>
VALLEY MILLS, CITY OF	6,151.26	0.001284%	<b>0</b>
WACO, CITY OF	87,144,110.32	18.197118%	<b>910</b>
WEST, CITY OF	1,229,408.29	0.256721%	<b>13</b>
WOODWAY, CITY OF	5,844,998.40	1.220531%	<b>61</b>
<b>TOTAL</b>	<b>478,889,626</b>	<b>100%</b>	<b>5,000</b>

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AXTELL ISD	2246	1649819
BELLMEAD, CITY OF	5210	1885349
BEVERLY HILLS, CITY OF	1041	518475.8
BOSQUEVILLE ISD	1774	2637265
BRUCEVILLE-EDDY ISD	2544	2321484
BRUCEVILLE-EDDY, CITY OF	1126	351015.7
CASTLEMAN CREEK WATERSHED	185	24294.86
CHINA SPRING ISD	6746	13528193
CONNALLY ISD	7941	9971007
CRAWFORD ISD	2055	2819078
CRAWFORD, CITY OF	563	306598.8
ELM CREEK WATERSHED	544	14998.98
GHOLSON ISD	1170	591966.4
GHOLSON, CITY OF	776	72575.43
GOLINDA, CITY OF	99	23330.62
HALLSBURG ISD	955	965409.6
HALLSBURG, CITY OF	308	18025.14
HEWITT, CITY OF	5971	5689576
LA VEGA ISD	7461	13166379
LACY-LAKEVIEW, CITY OF	2926	1503912
LEROY, CITY OF	281	26135.08
LORENA ISD	4356	8225955
LORENA, CITY OF	978	709568.6
MART ISD	2279	1270815
MART, CITY OF	1576	458224.9
McGREGOR ISD	4054	6045996
MCGREGOR PUBLIC IMPRV DIST#1 2019	52	4440.586
McGREGOR, CITY OF	3190	2684802
McLENNAN & HILL CTY TEHUACANA CREEK W & C DIST #1	1664	53240.9
McLENNAN COMMUNITY COLLEGE	124057	30142461
McLENNAN COUNTY	124059	89318633
MIDWAY ISD	21719	71031932
MOODY ISD	2278	1738773
MOODY, CITY OF	1023	372484
OGLESBY ISD	36	9207.094
RIESEL ISD	1728	5393064
RIESEL, CITY OF	701	208825.3
ROBINSON ISD	6162	10433295
ROBINSON, CITY OF	5977	5362265
VALLEY MILLS ISD	750	942596.5

VALLEY MILLS, CITY OF	15	6151.262
WACO ISD	41922	86290435
WACO PUBLIC IMPRV DIST#1 1988	626	404827.3
WACO, CITY OF	54406	87144110
WEST ISD	5996	5980030
WEST, CITY OF	1690	1229408
WOODWAY, CITY OF	4782	5844998



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MCLENNAN CAD
BELLMEAD, CITY OF
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BRUCEVILLE-EDDY, CITY OF
CRAWFORD, CITY OF
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HALLSBURG, CITY OF
HEWITT, CITY OF
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LEROY, CITY OF
LORENA, CITY OF
MART, CITY OF
McGREGOR, CITY OF
MOODY, CITY OF
RIESEL, CITY OF
ROBINSON, CITY OF
VALLEY MILLS, CITY OF
WACO, CITY OF
WEST, CITY OF
WOODWAY, CITY OF
COUNTY INTANGIBLE PROPERTY
McLENNAN COUNTY
McLENNAN COMMUNITY COLLEGE
McGregor Airport Regulated Area 2014
MCGREGOR PUBLIC IMPRV DIST#1 2019
Waco Public Imp Dist# 2 - 2003
WACO PUBLIC IMPRV DIST#1 1988
AXTELL ISD
BOSQUEVILLE ISD
BRUCEVILLE-EDDY ISD
CHINA SPRING ISD
CONNALLY ISD
CRAWFORD ISD
GHOLSON ISD
HALLSBURG ISD
LA VEGA ISD
LORENA ISD
MART ISD
McGREGOR ISD

MIDWAY ISD
MOODY ISD (Formerly BELL)
OGLESBY ISD (formerly Coryell)
RIESEL ISD
ROBINSON ISD
VALLEY MILLS ISD (formerly Bosque)
WACO ISD
WEST ISD
381 EAST AREA
Tax Increment Dist# 1
Tax Increment Dist# 2
Tax Increment Dist# 3
TAX INCREMENT REINVESTMENT ZONE #1 EAST, CITY OF LORENA
CASTLEMAN CREEK WATERSHED
ELM CREEK WATERSHED
McLENNAN & HILL CTY
TEHUACANA CREEK W & C DIST #1

TAXING UNIT: CITY OF HEWITT

**RESOLUTION NO. 2021-12**

**RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR  
THE McLENNAN COUNTY APPRAISAL DISTRICT BOARD OF  
DIRECTORS FOR THE YEARS 2022-2023 TERM**

**WHEREAS**, Section 6.03 (1) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the McLennan County Appraisal District before December 15, 2021.

**THEREFORE**, the City of Hewitt submits the attached Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the McLennan County Appraisal District for 2022-2023.

ACTION TAKEN this 6th day of December, 2021, in Regular Session of the governing body of the above-mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the McLennan County Appraisal District.

PASSED AND APPROVED this 6<sup>th</sup> day of December, 2021.

**CITY OF HEWITT, TEXAS**

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Steve Fortenberry, Mayor

**ATTEST:**

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Lydia Lopez, City Secretary

STATE OF TEXAS §  
COUNTY OF McLENNAN §

TAXING UNIT NO.

# OFFICIAL BALLOT

## SELECTION OF FIVE (5) MEMBERS FOR THE BOARD OF DIRECTORS OF THE McLENNAN COUNTY APPRAISAL DISTRICT

ENTER THE NUMBER OF VOTES, IN THE SQUARE(S) ADJACENT TO THE NAME OF THE CANDIDATE(S), INDICATING THE NUMBER OF VOTES YOU WISH TO CAST FOR EACH CANDIDATE. YOU MAY CAST ALL OF YOUR ALLOTTED VOTES FOR ONE CANDIDATE OR DISTRIBUTE THEM AMONGST ANY NUMBER OF CANDIDATES. PLEASE VERIFY THAT THE TOTAL NUMBER OF VOTES CAST MATCH THE ENTITLED NUMBER OF VOTES ALLOWED FOR YOUR TAXING UNIT, WHICH IS LISTED ON THE SPREADSHEET INCLUDED IN THE DELIVERY METHOD OF THIS BALLOT. BALLOTS SUBMITTED IN WHICH THE NUMBER OF VOTES CAST EXCEEDS THE NUMBER OF ENTITLED VOTES, CANNOT BE COUNTED.

NUMBER OF VOTES    NOMINEE

- MICHAEL BANCALE
- ANDREW DREXEL
- BRIDGETTE FUSELIER
- JONATHON GREEN
- JIM HOLMES
- BEN PERRY
- SCOTT SALMANS
- MILDRED WATKINS

**BALLOT AND RESOLUTION MUST BE RETURNED TO  
JOE DON BOBBITT, CHIEF APPRAISER, BEFORE DECEMBER 15, 2021. BALLOTS RECEIVED OR  
POSTMARKED AFTER DECEMBER 14, 2021, CANNOT BE COUNTED**  
except entities that are entitled to cast at least 5% of the total votes (Midway ISD, Waco ISD, McLennan County, MCC, City of Waco) must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 10

**SUBMITTED BY:** Bo Thomas, City Manager

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution No. 2021-13** opting into the global opioid settlement, agreeing to the allocation term sheet; adopting the Texas Opioid Abatement Fund Council and settlement allocation term sheet; and authorizing the Mayor to execute settlement participation forms on behalf of the City of Hewitt, TX.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The State of Texas through the Attorney Generals office is offering cities and counties the opportunity to opt into the settlement agreement reached with opioid manufacturers and distributors. In order to participate, the City Council needs to authorize by resolution the acceptance of the allocation term sheet and execute the settlement agreements thus avoiding any unnecessary litigation expenses.

**FISCAL IMPACT:**

Amount Budgeted – \$0  
Line Item in Budget – FY '20-'21 budget.

**SUGGESTED MOTION:**

I move to approve Resolution No. 2021-13.

**ATTACHMENTS:**

Resolution  
Legal Memo  
Allocation Term Sheet  
Settlement Forms

**RESOLUTION NO. 2021-13**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TX OPTING INTO THE GLOBAL OPIOID SETTLEMENT; ADOPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET AND AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT PARTICIPATION FORMS ON BEHALF OF THE CITY OF HEWITT, TX**

**WHEREAS**, the city of Hewitt learned that certain drug companies and their corporate affiliates 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 Hewitt; and

**WHEREAS**, the State of Texas has reached final agreements with four companies to resolve legal claims against them for their role in the opioid crises, and

**WHEREAS**, these settlement agreements with Johnson & Johnson and Pharmaceutical Distributors AmerisourceBergen, Cardinal Health and McKesson, allow the city of Hewitt to participate in the settlement distributions, and

**WHEREAS**, the city of Hewitt agrees to adopt the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet and its intrastate allocation schedule, and

**WHEREAS**, the city of Hewitt desires to participate in the settlement resolutions and avoid costly bankruptcy litigation and the need to file claims.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Hewitt, TX that the Mayor is hereby authorized to execute all necessary documents on behalf of the City of Hewitt to opt into the Global Opioid Settlement.

PASSED AND APPROVED this 6<sup>th</sup> day of December, 2021.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

**ATTEST:**

---

Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

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Michael W. Dixon, City Attorney

## MEMORANDUM

**To:** Haley & Olson P.C.'s Municipal Clients

**From:** Amy Thomas

**Date:** August 30, 2021

**Re: Opting into the Global Opioid Settlement**

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### Background

On August 24, 2021, two representatives from the Texas Attorney General's office held at an informational meeting at Waco City Hall for local governmental entities regarding the recent opioid settlement reached with Johnson & Johnson and the three largest opioid distributors in the nation (comprising 90% of all opioid distributors in the market). This memo is a write up of what was learned at that meeting and an outline of next steps to opt into the settlement should your City choose to do so.

### Overview of Settlement

As you all are likely aware, for many years now states and local governmental entities have been pursuing litigation against opioid manufactures and distributors for their role in the ongoing opioid crisis. This summer a \$26 billion settlement was reached with manufacturer Johnson & Johnson and distributors AmerisourceBergen, Cardinal Health, and McKesson. Texas' combined share of the settlement is approximately \$1.5 billion.

The actual amount Texas ultimately receives is dependent on the number of governmental entities that participate. To maximize the potential settlement, the Attorney General is encouraging as many entities as possible to participate. The representatives from the AG's office also noted another motivating factor for encouraging Texas' governmental entities to participate in the settlement: ensuring the long-term solvency of the opioid manufacturers and distributors. The settlement will pay out over a period of 18 years (with a majority of payments upfront). By settling now and spreading the payments out a bit, the companies aim to avoid bankruptcy (like Purdue Pharma) and governmental entities are hoping to avoid costly bankruptcy litigation and the need to file claims.

Importantly, this settlement is available for both litigating and non-litigating governmental entities. Which means that smaller cities that did not file suit can opt into the settlement and receive funds. Distribution within Texas will be governed by both the



“Texas Term Sheet” and Government Code § 403.1044. Entities that opt in will receive a one-time direct payment and thereafter, access to a fund that is regionally administered for qualifying uses.

Money received in the settlement may only be used for fighting the opioid crisis or reimbursing governmental entities for costs associated with the crisis. However, the settlement agreement does not just provide money to fight the crisis. The agreement also contains injunctive relief aimed at changing the industry to make it safer and less vulnerable to abuse. Through the terms of the settlement agreement, the distributors will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids entirely.

**How the Funds Will be Administered**

15% of the settlement funds Texas receives will go political subdivisions that have opted in via direct payments based on population and other data points on how hard-hit the subdivision has been hit by the crisis (i.e. overdose deaths, arrests, etc...). Assuming that Texas has enough participation to get the full settlement amount (and that will be unknown until January of 2022), the maximum direct payment that could be received by local cities and counties is as follows:

Waco	\$624,966.86
Hewitt	\$24,139.02
Robinson	\$21,973.63
Gatesville	\$32,949.46
Copperas Cove	\$162,943.23
McLennan County	\$646,491.31

It should be noted that Woodway’s direct payment was not calculated by the AG for purposes of the presentation because the population is under 10,000.<sup>1</sup> However, Woodway is still absolutely eligible for the settlement and direct payments. When I asked about an estimate for Woodway, I was given the amount of \$25,713.00.

70% of the settlement funds Texas receives will go to abatement programs to be administered regionally. McLennan County is in Region 16, together with Bosque, Coryell, Falls, Hill and Limestone counties and each of their cities. Should Texas and our

<sup>1</sup> The Attorney General is focusing on Cities with populations above 10,000 because their participation is what is being measured to determine the size of the settlement. However, entities of all sizes are eligible to receive funds.

region have full participation, Region 16 should expect to receive \$11,653,877.23 for abatement programs. If a city or a county in a particular region chooses not to participate in the settlement, then they may not receive funds from the regional allocation. However, a county's choice not to participate in the settlement will not affect a city within that county's ability to access the funds. The only thing that would be affected is Texas' total share of the settlement along with the region's total share of the settlement.

The Texas Comptroller is still working on writing the exact procedures for obtaining the regionally allocated funds, but the Texas Term Sheet envisions these funds will be distributed through a local council or board, appointed by the Governor and Attorney General. Local governmental entities will be able to apply to receive those funds for qualifying abatement programs or reimbursements by writing a short grant application to the regional council or board.

### **How to Opt In**

Local governmental entities of any size can opt into the settlement and receive funds. There is no minimum population requirement to opt in. To officially join the settlements, local governmental entities will need to sign two releases of claims (one for J & J and one for all three distributors together).

This release of claims prevents your City from later filing suit against J&J or any of the named distributors for claims "relating to past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products." Signing this release will not affect your City's right to later file suit against other manufacturers or distributors nor does this release affect the right of individual citizens within your Cities who may have individual claims of their own. If your City does later decide to sue, there is a suspension of payments and a potential offset of those payments written into the settlement agreement.

The Texas AG outlines three steps for participation:

1. Sign the Two Subdivision Settlement Participation Forms.
2. Adopt the Texas Term Sheet and its intrastate allocation schedule.
3. Return all three documents to [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov) by January 2, 2022.

### **Conclusion**

For cities that have not already filed suit against the opioid industry, this settlement agreement represents an opportunity to both recoup costs associated with the crisis as well as develop abatement programs without going through the time, stress, and financial burden of litigation. Cities should decide whether or not they would like to opt

in before January 2, 2022 so that all of the paperwork can be executed properly. The Attorney General has not yet announced when the first of these settlement funds will be distributed. As soon as we receive an update about the total amount of the settlement and the timeline for distribution, we will pass that information along to each of you. For more information and to download forms please visit:

<https://www.texasattorneygeneral.gov/globalopioidsettlement>

**EXHIBIT K**

**Settlement Participation Form**

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

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

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

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

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

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

**EXHIBIT K****Subdivision Settlement Participation Form**

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**A. Definitions**

As used in this Texas Term Sheet:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

#### **F. Amendments**

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

#### **Acknowledgment of Agreement**

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:



\_\_\_\_\_  
KENNETH PAXTON, JR.  
ATTORNEY GENERAL

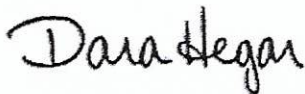
FOR THE SUBDIVISIONS  
AND TEXAS MDL PSC:



\_\_\_\_\_  
MIKAL WATTS  
WATTS GUERRA LLP



\_\_\_\_\_  
JEFFREY SIMON  
SIMON GREENSTONE PANATIER, PC



\_\_\_\_\_  
DARA HEGAR  
LANIER LAW FIRM, PC

  
\_\_\_\_\_  
DAN DOWNEY  
DAN DOWNEY, PC

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# EXHIBIT A



## Opioid Abatement Fund (Texas) Settlement

### Opioid Council

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

#### I. Structure

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

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

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

#### A. Membership

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

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

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

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

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

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

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

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

## B. Terms

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

## C. Governance

### 1. Administration

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

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

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

## 2. *Transparency*

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

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

## 3. *Authority*

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

### D. Operation and Expenses

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

#### 1. *Executive Director*

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

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

## *2. Travel Reimbursement*

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

## **II. Duties/Roles**

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

### A. Approved Abatement Strategies

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

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

### B. Texas Abatement Fund Point of Contact

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

### C. Auditor

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

### D. Funding Allocation

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

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

#### E. Appeal Process

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

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

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

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

#### F. Education

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

# EXHIBIT B

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

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

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

(Table continues on multiple pages below)



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

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

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

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
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.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** December 6, 2021

**AGENDA ITEM #:** 11

**SUBMITTED BY:** Jessica Higgins, HR Manager/Civil Service Director

**ITEM DESCRIPTION:**

Discussion and possible action on **Resolution 2021-14**; adopting the amended employee policies and procedures manual.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The City Council reviewed the proposed changes during November 1, 2021, and November 15, 2021 workshops.

**FISCAL IMPACT:**

Amount Budgeted – N/A  
Line Item in Budget – N/A

**SUGGESTED MOTION:**

I move to approve to adopt Resolution No. 2021-14 adopting the amended employee policies and procedures manual.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2021-14**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS ADOPTING THE AMENDED EMPLOYEE POLICIES AND PROCEDURES MANUAL.**

**WHEREAS**, the City Council desires a comprehensive set of general guidelines and policies governing all personnel matters for all city employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and city service; and

**WHEREAS**, these policies are intended to apply to all city employees that do not have an employment contract with the City and to all city employees with employment contracts that do not already address these policy issues; and

**WHEREAS**, the policies contained in Employee Policies and Procedures Manual are general guidelines for the City’s current employment practices and workplace procedures. They are not intended to be a contract; and

**WHEREAS**, the City Council reviewed and considered the proposed changes to the Employee Policies and Procedures Manual on November 1, 2021, and November 15, 2021, during workshops.

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

**SECTION 1.** The City Council of the City of Hewitt, Texas approves the Employee Policies and Procedures Manual and the same is hereby adopted and shall be applicable to all employees, unless preempted by state or federal law.

**SECTION 2.** It is hereby officially found and determined that the meeting at which this resolution is passed was noticed and has been open to the public required by law.

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of December 2021.

**CITY OF HEWITT, TEXAS**

\_\_\_\_\_  
Steve Fortenberry, Mayor

ATTEST:

\_\_\_\_\_  
Lydia Lopez, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

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Michael W. Dixon, City Attorney