

**Notice of City Council
AGENDA**

February 14, 2023 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, February 14, 2023**, at **6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The meeting will be recorded and uploaded to the City's website.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Citizens are invited to speak for three (3) minutes on matters relating to City Government that relate to agenda or non-agenda items. Prior to speaking, each speaker must be recognized by the Presiding Officer. All speakers should approach the podium to address Council and give their name and address before sharing their comments. City Council may not discuss or take any action on an item, but may place the issue on a future agenda.

CONSENT AGENDA:

- 1.** (a) Approval of the amended [previously adopted] minutes of:
City Council Meeting 12-13-2022
- (b) Approval of the minutes of :
City Council Meeting 01-24-2023
- (c) Special City Council Meeting 02-06-2023

CONSIDERATION AND POSSIBLE ACTION:

- 2.** Consideration and possible action on an Interlocal Cooperation Agreement between the City of Montgomery, Texas and Montgomery County, Texas for the Buffalo Springs Drive and Lone Star Parkway Intersection Improvements Project.
- 3.** Consideration and possible action on A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, ADOPTING AND VERIFYING A PERCENTAGE-BASED HOMESTEAD EXEMPTION FROM AD VALOREM TAXES AND HOMESTEAD EXEMPTIONS FOR INDIVIDUALS WHO ARE DISABLED AND INDIVIDUALS WHO ARE SIXTY-FIVE (65) YEARS OF AGE OR OLDER.
- 4.** Consideration and possible action on the creation of an historic structure property tax exemption.
- 5.** Consideration and possible action on an Amendment to the Development Agreement between the City of Montgomery and Pulte Homes of Texas, LP addressing side yard setbacks in Montgomery Bend.

6. Consideration and possible action on the following Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPROVING THE ALLOCATION OF ANY AND ALL OPIOID SETTLEMENT FUNDS WITHIN THE STATE OF TEXAS RESULTING FROM THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET.
7. Consideration and possible action to authorize the City Administrator to execute the contracts (2) for “Grounds Maintenance” and “Right of Way Mowing & Lift Station Weed Control”.
8. Update on an ordinance regulating dry utility installation in public rights-of-way.
9. Consideration and possible action on Engineering Services Contract Amendment No. 1 for the City of Montgomery CDBG-DR Infrastructure Project.
10. Consideration and possible action on Change Order No. 2 for the Water Plant No. 3 Generator Addition Project.
11. Consideration and possible action on approval of the Certificate of Substantial Completion and commencement of the one-year warranty period for the Sanitary Sewer and Drainage Improvements Project on Dr. Martin Luther King, Jr. Drive.

EXECUTIVE SESSION:

Adjourn into Closed Session in compliance with Section §551.001 etseq. Texas Government Code, to wit: 551.072 Deliberation regarding Real Property.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

Consideration and possible action on matters deliberated in Closed Executive Session.

COUNCIL INQUIRY:

Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to the recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

ADJOURNMENT

/s/ Nici Browe

Nici Browe, City Secretary. TRMC

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on Friday, February 10, 2023 at 4:30 p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary's office at 936-597-6434 for further information or for special accommodations.

**City Council Regular Meeting
MINUTES**

December 13, 2022, at 6:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

Present:	Byron Sanford	Mayor
	Carol Langley	City Council Place #1
	Casey Olson	City Council Place #2
	Cheryl Fox	City Council Place #4
	Patricia Easley	City Council Place #5
Absent:	T.J. Wilkerson	City Council Place #3
Also Present:	Dave McCorquodale	Assistant City Administrator & Planning Development Director
	Diana Cooley	Deputy City Secretary

INVOCATION

Mayor Sanford gave the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

No members of the public addressed city council.

CONSENT AGENDA:

1. Approval of the following minutes:

Special Called City Council meeting 11-14-2022; and
Special Called City Council meeting 11-15-2022.

Councilmember Carol Langley moved to approve the minutes of the Special Called City Council meetings as presented. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0).**

2. Consideration and possible action on an Escrow Agreement by and between the City of Montgomery and RDM, Inc. / Lupe Holdings, LP / Lupe Tortilla (Dev. No. 2216).

Councilmember Carol Langley asked where this is located.

Mr. McCorquodale said it is located at the southeast corner of SH 105 and Buffalo Springs Drive.

Councilmember Carol Langley asked if it was an actual restaurant. Mr. McCorquodale said it is.

Councilmember Casey Olson moved to approve the Escrow Agreement consent agenda as presented. Councilmember Carol Langley seconded the motion. **Motion passed (4-0).**

CONSIDERATION AND POSSIBLE ACTION:

3. Consideration and possible action on renewal of the annual permit for Cedar Crest Mobile Home Park.

Mr. Dave McCorquodale presented the item, stating the Cedar Crest Mobile Home Park recently changed ownership and that currently the City's Ordinances does not allow for an annual inspection to obtain their annual permit. The new owners are working to significantly improve the conditions of homes within the park.

Councilmember Casey Olson moved to approve the Annual Permit for Cedar Crest Mobile Home Park. Councilmember Carol Langley seconded the motion. **Motion passed (4-0).**

4. Presentation on the proposed Superior Properties at Lonestar mixed-use development.

Mr. Dave McCorquodale presented the item and referred council to the explanation within their packet. He stated the location is at the Northwest corner of FM149 and Lone Star Parkway. He went on to state that the Developers were in attendance, as this is a development the City has not seen before, therefore he felt it would be a good idea for them to provide an overview of the proposed development and receive some feedback from you all before they enter into the engineering cycle.

Greg Phipps and Anthony Broussard provided council with an overview presentation of the development with 33 slabs for duplex's being 66 units in the first phase. Phase 2 would be 20 slabs for a total of 40 units. The Mixed use at the front of the Superior Properties would have their management unit there. Each unit has the master bedroom downstairs and flow through kitchen and a single bedroom upstairs or two if a three-bedroom home.

Mr. Broussard stated that the purpose was to bring a custom build to a multi-family facility, and the other key here is that Superior build and manage their own properties.

Councilmember Cheryl Fox inquired if they are all for lease or for sale.

Mr. Broussard responded that they are for lease.

Councilmember Casey Olson stated in your packet you state they are built to a high standard and yet still provide affordable housing, what is affordable?

Mr. Broussard responded that the two-bedroom run at \$1495.00 per month are \$1600-1700 price range.

Councilmember Casey Olson inquired if it was gated.

Mr. Broussard responded that it was gated and fully fenced, along with 24-hour surveillance cameras.

Councilmember Casey Olson asked what the Lot Size would be.

Mr. Greg Phipps responded that as there is no intention of selling these homes, it would be similar to a multifamily apartment deal, it's on a reserve.

Mr. Broussard stated that each unit, however, does have its own fenced and gated yard.

Council held a discussion with the developer on build lines and separation.

Councilmember Patricia Easley asked for clarification when they stated Mixed Use, what types of businesses would they be considering placing in there?

Mr. Broussard responded that it would have their Home Office there in one portion and sell the remaining to businesses that are local, or similar to what is in Conroe. *[Noise in chambers]*

Councilmember Easley inquired what the Zoning is there currently.

Mr. McCorquodale advised Council that currently it is zoned Light Industrial and will be re zoned to Multi family.

Council went on to discuss platting, entrances, building lines, separation, parking availability, zoning requirements, and streets with the developer as well as clarified the maps with Mr. McCorquodale.

No action taken on this item.

5. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Superior Properties, LLC for a 15.46-acre mixed-use development (Dev. No. 2215) and authorizing the city engineer to prepare a Feasibility Study.

Councilmember Casey Olson asked if this motion is not locking into this particular plan.

Alan Petrov, City Attorney advised Council that this is a feasibility study only, and even with the escrow agreement you are not locking into a specific plan.

Mr. Phipps provided assurance that they would work with the city on plans.

Councilmember Cheryl Fox asked where their current project is.

Mr. Phipps responded that it was in New Caney and provided the address.

Councilmember Casey Olson moved to approve the Escrow Agreement and authorize the City Engineers to prepare the Feasibility Study. Councilmember Patricia Easley seconded the motion. **Motion passed (4-0).**

6. Consideration and possible action on appointment of four MEDC Directors to serve a two-year term beginning January 1, 2023 and ending on December 31, 2024.

Mr. Dave McCorquodale introduced this item and advised Council that four positions on the MEDC are up for appointment, being two year terms. He advised Council that they could reappoint the same members or go out for applications.

Councilmember Patricia Easley moved to reappoint Rebecca Huss, Carol Langley, Jeffrey Angelo and Ryan Londeen. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0).**

7. Consideration and possible action on: AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING IT MUNICIPAL BUDGET FOR THE FISCAL YEAR 2021-2022; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; CONTAINING FINDINGS AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

Mr. Dave McCorquodale presented the budget amendment for the last fiscal year. He stated that it was the 2nd and final budget amendment. He referred Council to the packet with the summary and Exhibit A with the details on it. The police department is still working on tracking down the numbers on wages. He asked Chief to respond if he desired.

Councilmember Casey Olson asked Chief Solomon if he was completely ready?

Chief Solomon stated that he was ready. He stated that firstly he was shocked when he got this at 4:30 am on Friday and could see that it was incorrect timesheet calculations resulting in overpayment of wages. He noted that he does not calculate timesheets, that is accountings responsibility. Chief informed council that he went to talk with Dave and let him know that the numbers are incorrect and asked where he got them from. Dave stated that Anthony Lasky the Senior Accountant provided them.

Chief went on to explain that on Monday morning he had a meeting with both Anthony Lasky and Dave McCorquodale. During the course of that meeting, he stated “I learned two things that were pretty shocking. One question I asked was how does this go into wages, as anything over 84 hours should go into overtime”.

Chief said that Mr. Lasky responded that Police was not the only department having this issue. Dave agreed.

My question was well then why is only the Police Department on this amendment. I also learned that they were not quite sure how to do the calculations on the timesheets. Dave said that they had Nici call the attorneys to find out how they were supposed to calculate.

Chief added that what brought this to his attention was a couple of months ago, Anthony Lasky walked into my office and asked me, should I pay this guy OT...I stated No, he should be paid straight time as he had either sick time or vacation time on there. So, when I looked at all the paperwork I said Anthony, it doesn't look like you guys know what's going on, I asked him for all the PD timesheets for last year. We took those timesheets and calculated them. You have copies of the timesheets in question in your packet. We came to 340.5 hours and took that number by the highest paid officer, at time and a half. That amount came to \$15,380.38 and those were the ones in question. Also, up here this report uses the term “roughly”; Roughly \$6400, on COLA it was actually \$52,087.29.

Chief went on to say that the report also presents Tilley's wages as \$30,000, Tilley has been paid 19 times, that is in the \$40,000 range. All of these numbers are wrong. “I asked these questions, and nobody could give me a straight answer”.

He noted that he knows this, he does not calculate timesheets, that's accounting, and why do we have to call the City Attorneys to know how to distribute wages, its in our policy. For Police Officers, when we go to a two week period, once we go over 84 hours, if there is a vacation or a sick time in there you get straight time, not time and a half. So those prices are wrong.

Chief said that his department went \$22,000 over on overtime last year, if you take that \$22,000 and add it to the \$15,380.38 you get \$37,380.38, where does the \$106,000 from? No one can tell me.

Mr. Dave McCorquodale responded “Chief, I know exactly where it comes from, that line item, the wages line item”.

Chief said OK, when you say wages line item.

Mr. McCorquodale responded that it comes from the actual number Anthony uses that is right out of the budget.

Chief responded well with timesheets after that is overtime not wages.

Mr. McCorquodale agreed and stated that they are two different categories. He went on to say, that he is not sure how Chiefs budget shows so far over in regular wages.

Chief stated that he would have had to hire at least two officers to attain that amount. In fact, he has an officer that left, if they were getting that amount of overtime, they would not leave.

He added that anything over regular wages (84 hours) is overtime, it is not to be put into wages. That \$15,000 of timesheets that have questions on them, should have gone into overtime, you cannot be putting them into wages.

Councilmember Casey Olson inquired what if any is our deadline to get this budget amendment complete?

Mr. McCorquodale stated that there isn’t a deadline this is something that typically is done ahead of the audit, however if you guys want to table it, that can be done and that would allow Chief and his staff to work with Anthony to find exactly where the numbers went and what the wages should be.

Councilmember Casey Olson said that good or bad, its likely going to take longer than a week, therefore let’s look at the first meeting in January 10th, or the 2nd meeting being the 24th.

Mr. Lasky announced that he absolutely could not make the first meeting as his son is due to be born, and he would try but may not make the 24th.

Chief stated that it is not just wages, its police vehicles etc., all listed on the report.

Councilmember Casey Olson suggested the February 14th meeting and stated he is just not comfortable in adopting a budget amendment until we have reconciled.

Alan Petrov, City Attorney stated that it is not that uncommon for a council to approve a purchase and to make a budget amendment at a later date, he reassured the Chief that for police vehicles, he did not see that being an issue.

Councilmember Casey Olson moved to table this budget amendment until February 14, 2023, Council meeting. Councilmember Patricia Easley seconded the motion. **Motion passed (4-0).**

8. Consideration and possible action on: ANN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED

FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Sanford stated that he had heard Ms. Browe who is absent, is asking for a table until the next Council meeting.

Councilmember Carol Langley wanted to clarify that the rates by WM would not charge us prior to the next Council meeting.

Mr. McCorquodale confirmed. He added that Ms. Browe had this item complete before she went on vacation, during that time Mr. Burleigh had reached out and provided some additional information that she wished to go over and review, upon her return with flu and covid and asked time to review and present at the next meeting.

Councilmember Cheryl Fox moved to table the item until February 14, 2023. Councilmember Patricia Easley seconded the motion. **Motion passed (4-0).**

9. Consideration and possible action on sponsorship letter for proposed Silver Spur Lane connection to FM 1097 to serve the proposed Montgomery Bend Development (Dev. No. 2203).

Ms. Katherine Vu presented this item and discussed the need for the letter to send to TXDOT. The letter is not approving anything within the subdivision.

Councilmember Casey Olson moved to approve the letter of sponsorship for the Silver Spur Lane connection. Councilmember Patricia Easley seconded the motion. **Motion passed (4-0)**

10. Consideration and possible action on approval of the Certificate of Substantial Completion, commencement of the one-year warranty, and acceptance of the infrastructure for the Clepper Sidewalks project.

Ms. Katherine Vu presented this item, announced the project is complete and punch list has been addressed, and is recommending acceptance and the one-year warranty will commence.

Councilmember Casey Olson asked if the project is entirely complete?

Ms. Vu responded that there were a couple of cracks that they asked the contractor to seal, and they will be monitoring it during the warranty period.

Councilmember Casey Olson moved to accept the Certificate of Substantial Completion. Councilmember Patricia Easley seconded the motion. **Motion passed (4-0).**

11. Consideration and possible action on approval of the Certificate of Substantial Completion, and acceptance of the results for the 2022 Sanitary Sewer Cleaning and Televising project.

Ms. Katherine Vu presented this item, announced the project is complete, and is recommending acceptance.

Councilmember Patricia Easley moved to accept the Certificate of Substantial Completion and the results of the 2022 Sanitary Sewer Cleaning/Televising Project. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0).**

12. Consideration and possible action regarding Change Order No. 2 for the Sanitary Sewer and Drainage Improvements General Land Office grant project.

Ms. Katherine Vu stated that this project is also nearing completion and this change order is actually a reduction in the contract amount (\$13,601.00).

Councilmember Casey Olson moved to accept the Change Order as presented. Councilmember Patricia Easley seconded the motion. **Motion Passed (4-0).**

13. Consideration and possible action regarding acceptance of a sanitary sewer easement for Lot 6, Block 1 of Lone Star Estates.

Mr. McCorquodale presented this item and provided Council with details of the sanitary sewer easement. *[interference with audio by a councilmember moving papers over mic, unable to hear complete presentation by Mr. McCorquodale]*

Councilmember Carol Langley asked for clarification on the tap fees and tap inspection fees being waived.

Mr. McCorquodale and Mr. Rick Hanna provided clarification.

Councilmember Casey Olson moved to approve the Easement as presented. Councilmember Cheryl Fox seconded the motion. *[noise interference]* **Motion Passed (4-0).**

DEPARTMENTAL REPORTS:

14. City Administrator's Report.

Mr. McCorquodale stated that he would be happy to answer any questions on his report. He also noted that this would be his last report as Interim City Administrator, he went on to say it has been a challenging seven months but feels that he is leaving things in a better condition than he found them and wanted to say thank you to the outstanding staff that only helped him during this time.

15. Utility Report.

Mr. McCorquodale noted that the outstanding delinquent accounts process has been updated and have been turned over to collections after offering voluntary remediation.

16. Sales Tax Report.

SRI, City's Sales Tax consultant presented the Sales Tax Report and stated 6031 active tax payers. He provided a detailed report of taxpayers within the City of Montgomery.

17. Financial Report and Quarterly Investment Report.

Anthony Lasky, Senior Accountant stated he would go over the Quarterly Investment Report first as it was an unfamiliar report, he then provided a thorough accounting report for all City Funds.

18. Police Report.

Anthony Solomon, Chief of Police provided a detailed report on Police Department activity and that of the Code Enforcement Officer. He noted that the license plate reader has already led to hits of two stolen trailers and an outstanding warrant.

19. Municipal Court Report.

Kim Duckett, Municipal Court Administrator provided a detailed report of the Court Department, with a breakdown of cases, and revenues.

20. Public Works Report.

Mike Muckleroy, Public Works Director provided a comprehensive report of all activity within the Public Works Department and informed Council.

21. Utility Operations Report.

Jacob Williams, H2O the City's Utility Operators provided Council with a report for the month and confirmed there was 95% accountability.

22. City Engineer's Report.

Chris Roznovsky, WGA City Engineers provided Council with updates on projects not already discussed in the meeting.

EXECUTIVE SESSION:

Adjourn into Closed Session in compliance with Section §551.001 etseq. Texas Government Code, to wit:

Section §551.001 – Personnel Matters

1. Appointment of the City Administrator position.

Council adjourned into Executive Session at 7:25 P.M.

Council Reconvened into Regular Session at 7:33 P.M.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

23. Consideration and possible action on matters deliberated in Closed Executive Session.

Councilmember Carol Langley moved to appoint Mr. Gary Palmer as the new City Administrator for the City of Montgomery and issue the contract as presented. Councilmember Cheryl Fox seconded the motion. **Motion Passed (4-0).**

COUNCIL INQUIRY:

Mayor Sanford stated he would use Council Inquiry to thank Dave and Ms. Browe as well as other staff for going above and beyond to expedite this process. A big thank you to Marsha from SGR as she did a fabulous Job.

He went on to wish everyone a Merry Christmas and New Year's.

ADJOURNMENT

Councilmember Cheryl Fox moved to adjourn. Councilmember Patricia Easley seconded the motion.
Motion Passed (4-0).

ADJOURNED: 7:35 P.M.

Submitted by: _____

Date Approved: _____

Nici Browe, City Secretary

Byron Sanford, Mayor

**City Council Regular Meeting
MINUTES**

January 24, 2023, at 6:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

Present:	Byron Sanford	Mayor
	Carol Langley	City Council Place #1
	Casey Olson	City Council Place #2
	Cheryl Fox	City Council Place #4
	Patricia Easley	City Council Place #5
Absent:	T.J. Wilkerson	City Council Place #3
Also Present:	Gary Palmer	City Administrator
	Nici Browe	City Secretary & Director of Administrative Services

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00PM.

INVOCATION

Mayor Sanford conducted the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Citizens are invited to speak for three (3) minutes on matters relating to City Government that relate to agenda or non-agenda items. Prior to speaking, each speaker must be recognized by the Presiding Officer. All speakers should approach the podium to address Council and give their name and address before sharing their comments. City Council may not discuss or take any action on an item, but may place the issue on a future agenda.

CONSENT AGENDA:

1. Approval of the following City Council Meeting Minutes:
 - a). City Council Meeting Minutes 12-13-2022
 - b). City Council Meeting Minutes 01-10-2023

Councilmember Cheryl Fox moved to approve the minutes of the City Council meetings for 12-13-2022 and 01-10-2023. Councilmember Carol Langley seconded the motion. **Motion passed (4-0).**

CONSIDERATION AND POSSIBLE ACTION:

2. Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES" AND SECTION 6 OF CHAPTER 64, "STREET FESTIVALS" OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Police Chief, Anthony Solomon presented this item and explained that this ordinance is to update Chapter 6, Section 657 to include other alcoholic beverages apart from beer and wine. This is particularly important when the festivals and other events take place.

Councilmember Casey Olson moved to approve the Ordinance as presented. Councilmember Patricia Easley seconded the motion. **Motion passed (4-0).**

3. Presentation and discussion of the proposed Meadow Ridge single-family residential subdivision and the creation of a Public Improvement District (PID) for the development.

Planning & Development Director, Dave McCorquodale presented this item and reminded Council that this developer came before Council last fall, whereby, 75ft lots were proposed, the developer has now come back and asked for 60 ft. lots. **This is a NO ACTION ITEM.**

Ms. Marjorie Cox of Morning Cloud Investments LLC presented her plan and desire for the 60ft lots and the need for a creation of a PID.

Mayor Sanford thanked staff and Ms. Cox for the presentation.

4. Consideration and possible action regarding acceptance of an Economic and Utility Feasibility Study for the Superior Properties development.

City Engineer WGA, Katherine Vu presented this item. She provided Council with the results of the Economic and Utility Feasibility Study, making Council aware of key points throughout the presentation.

Council expressed their concern over Lawson being used for commercial traffic.

Ms. Vu responded that an additional analysis would be required if commercial traffic were to use Lawson. She further reminded Council that this is not a site plan approval this is a feasibility study only and any action tonight is to accept the study. Ms. Vu also reminded Council that any changes to Zoning would require approval by Planning & Zoning as well as City Council.

Councilmember Carol Langley moved to accept the Feasibility Study as presented. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0).**

DEPARTMENTAL REPORTS:

5. City Administrator's Report

Mr. Gary Palmer updated Council on his findings over the last two weeks and how he is reaching out to community partners and other organizations.

6. Sales Tax Report

Mr. Gary Palmer provided news as it related to the Sales Tax report, showing an 18% increase over last year.

7. Municipal Court Report

Ms. Kim Duckett provided the Council with the report from the Municipal Court, showing 54 citations in November and 60 citations in December. This resulted in revenue of \$22,209 for November and \$19,764 for December. This gave an overall yearly total of \$324,332.05.

8. Public Works Report

Mr. Mike Muckleroy provided the Public Works report and noted that the Christmas Trees are still up as they are awaiting the storage shed that stores them to be moved. He anticipated that by the end of the week they would be removed.

9. Finance Report

Mr. McCorquodale presented the financial report in the absence of the Senior Accountant, Anthony Lasky. He noted that there are five months of funds in the Reserves, and 8 months in the Utilities. He went on to state that property tax is due so it is anticipated numbers will rise significantly at the next report.

Councilmember Carol Langley inquired when the Debt Service Obligations were due, she thought it was March.

Mr. McCorquodale responded he would look into that and get a response.

10. Police & Code Enforcement Report

Chief Solomon presented a “yearly” report to Council. He noted that he had just attended a Law Enforcement meeting and the City of Montgomery is ahead of the game when it comes to retention of officers. He stated that some other agencies are down 7-8 officers, which means nationally agencies are having to think outside the box for recruitment and retention.

Chief further noted that the License Plate Readers are working and thanks to Council for the resources are being very effective.

11. Utility Operations Report

Mr. Wilhite of H2O provided the report for the City’s Utility Operations. He listed the most recent power outages which were scheduled on the City’s facilities. He stated that overall, there is 96% accountability.

12. Utility Report

Mr. McCorquodale read through the Utility Report

13. City Engineers Report

City Engineers presented their report, and provided updates on the GLO Generator, stating delivery took place January 11, 2023. The presentation covered brief updates on the ponding on one lot on

McGuinness; Sewer Rehab project, Montgomery Grove approved plans, Turn lane in March per TXDOT.

Mayor Sanford inquired about the Dry Utility Ordinance that was discussed once before.

WGA responded that it is currently in draft form, will be doing some more work on it before bringing to council for review.

Council asked several questions of the Engineer in relation to projects ongoing within the city.

Councilmember Carol Langley moved to approve the Departmental Reports as presented. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0)**

EXECUTIVE SESSION:

Adjourn into Closed Session in compliance with Section §551.001 etseq. Texas Government Code, to wit: 551.072 Deliberation regarding Real Property.

Council entered into Executive Session at 7:10 PM.

Council reconvened into Regular Session at 7:57 PM.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

No motion was taken on any discussion within Executive Session.

COUNCIL INQUIRY:

Councilmember Casey Olson stated he would like to look at updating the Ordinances, where lot sizes are concerned as the City is receiving a lot of variance requests. It is evident we need to set a minimum that is relative the current market and economy.

Councilmember Casey Olson stated he would also like a review of the Alcoholic Beverage Ordinance when it comes to hours of opening to close being amended for weekdays. He would like it to be extended to Midnight Monday – Saturday.

Mayor Sanford stated that with regard to the medians, he has been advised that the pavers will be installed very soon. He also stated that he would like to see the City submit a request for lighting. It is noted that TXDOT are going out to bid in 2025, however, wants the City’s request lodged in 2023.

Mayor Sanford reminded the public that the May 6 General Election will be for places 1, 3 & 5. Anyone interested in applying for a place on Council, should collect a packet and turn it in to the City Secretary. The Filing Deadline is February 17, 2023, at 5:00 P.M.

ADJOURNMENT

Councilmember Carol Langley moved to adjourn the meeting. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0).**

ADJOURNED: 8:02 P.M.

Submitted by: _____
Nici Browe, City Secretary

Date Approved: _____

Byron Sanford, Mayor

**City Council Special Meeting
MINUTES**

February 6, 2023, at 6:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

- Present: Byron Sanford Mayor
- Carol Langley City Council Place #1
- Casey Olson City Council Place #2
- Cheryl Fox City Council Place #4
- Patricia Easley City Council Place #5
- Absent: T.J. Wilkerson City Council Place #3
- Also Present: Gary Palmer City Administrator
- Nici Browe City Secretary & Director of Administrative Services

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00PM.

INVOCATION

Mayor Sanford conducted the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Beth Gault of the Friends of the Stewart West Branch Public Library spoke to the Council, informing them that in April it will be the Library Month. She requested that Council consider recognizing it as the Stewart West Branch in the library month. She further requested that they submit a flyer in with the utility bills informing the public of the importance of the library within the community.

CONSIDERATION AND POSSIBLE ACTION:

1. In accordance with our adopted City of Montgomery Policies and Procedures Manual, consider approval of the emergency procurement process for the City Administrator to pursue professional financial management services from qualified firms/contractors in an amount exceeding \$25,000.

Mr. Gary Palmer, City Administrator informed Council that he had submitted a memo in the packet and had followed up with an email in regards to the current situation within the Finance Office.

Mr. Palmer stated that when he read the City’s Personnel Policy, it does not provide for the City Administrator to approve an emergency expense in excess of \$25,000 without first bringing it to Council.

He then provided Council with a full background to the situation the city is in with the unplanned absence of the City’s Accountant. He explained the ramifications of having no one else as back up and therefore has already begun to look to procure professional Financial Management Services.

Mr. Palmer informed the Council that an RFQ has already been issued, and many phone calls have been made. It would be his intention to have a financial service come in and go through the books as it is, and provide clarity in areas that are questionable, and then have them retained as our on call service provider for any future needs.

Councilmember Carol Langley inquired what was happening at this time for bills, payroll and the like.

Mr. Palmer responded that currently Nici and her team have stepped up to do the Accounts Payable and Payroll and other staff have all dug in to help, splitting the responsibilities. He added his main concern right now is we do not have a definitive return date for the accountant and its vital we get someone in to handle the day-to-day operations, cash flow and to uncover any hiccups with the new financial software Incode 10.

Councilmember Patricia Easley asked about the Audit.

Mr. Palmer responded that is already being dealt with under contract with a separate firm. He added that we had reached out to them for some guidance as to how best procure the services we need.

Councilmember Carol Langley asked Mr. Palmer what he anticipated the cost maybe.

Mr. Palmer responded anywhere from \$30,000 to \$50,000.

Councilmember Carol Langley asked if this financial management service contract would jeopardize the accounts position within the City.

Mr. Palmer responded it would not, and indeed hoped that with the contractor in place would only assist the employee.

Council discussed the duration of the immediate service requirement.

Mr. Palmer stated he felt he wanted an immediate onsite company, for minimum of around six months, in order to provide a clear and precise budget and provide a level of confidence in the numbers again. There on he would like them to be on permanent contract for on call service.

Councilmember Casey Olson stated that at the February 14, 2023 the budget amendment was due to come back to Council, he felt in this situation it would be best to table it.

Mr. Palmer agreed with the Councilmembers assessment.

Councilmember Cheryl Fox moved to approve the City Administrator to procure professional Financial Management services under an emergency provision in an amount that EXCEEDS \$25,000. Councilmember Carol Langley seconded the motion. Motion passed (4-0).

ADJOURNMENT

Councilmember Carol Langley moved to adjourn the meeting. Councilmember Cheryl Fox seconded the motion. **Motion passed (4-0).**

ADJOURNED: 6:21 P.M.

Submitted by: _____
Nici Browe, City Secretary

Date Approved: _____

Byron Sanford, Mayor

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: \$305,000
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on an Interlocal Cooperation Agreement between the City of Montgomery, Texas and Montgomery County, Texas for the Buffalo Springs Drive and Lone Star Parkway Intersection Improvements Project.

Recommendation

Approve the ILA with the changes recommended by staff.

Discussion

As you will recall, the current budget included \$265,000 for construction and \$40,000 for design of the intersection improvements at Lone Star Parkway and Buffalo Springs Drive. A preliminary project estimate from Precinct #1’s engineering study of the intersection in late 2021 was \$390,000. A traffic study for the intersection was done in May 2021 and showed almost 15,000 vehicles per day used the intersection. The project will convert the current 4-way stop into a roundabout / traffic circle to facilitate vehicular movements through the intersection.

The county attorney sent the City a draft Interlocal Cooperation Agreement for review in late January, and staff and consultants have proposed the revisions as shown in the attached document. The Agreement caps city financial participation at \$250,000 total. The biggest revision removes the requirement for the city to take over the portion of Lone Star Parkway within the city limits upon completion of the project.

While an agreement for shared responsibility for the roadway is a goal of both the city and the county, it is too complex of an issue to be part of an intersection improvement project agreement. Staff recommends working with the county through Commissioner Walker’s office to reach a long-term solution for Lone Star Parkway that benefits city and county residents alike.

Approved By

Assistant City Administrator	Dave McCorquodale	Date: 02/10/2023

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF
MONTGOMERY, TEXAS AND MONTGOMERY COUNTY, TEXAS
(Buffalo Springs Dr. and Lone Star Parkway Intersection Improvements)**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between **City of Montgomery, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter called "City" and **Montgomery County**, a body corporate and politic under the laws of the State of Texas, hereinafter called “County” in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001 *et seq.* City and County may also be referred to individually herein as a "Party", or collectively as the "Parties".

RECITALS:

WHEREAS, it is of the mutual benefit of the Parties to improve mobility within the City and in the unincorporated areas of the County outside of the City.

WHEREAS, the Parties desire to share the responsibilities and costs to improve and to reconfigure the intersection of Buffalo Springs Drive and Lone Star Parkway into a traffic circle (the “Project”).

WHEREAS, the Project is located in within the municipal limits of the City, and in Montgomery County.

NOW THEREFORE, the Parties desire to proceed with the design and construction of the Project in accordance with this Agreement.

I. Responsibilities of the Parties

- A. County Responsibilities. Upon execution of this Agreement by the Parties, County shall:
- i) Provide engineering and related support services necessary to prepare plans, specifications, and estimates (“PS&E”) for construction of the Project;
 - ii) Submit such PS&E to City for review and approval;
 - iii) Identify any utility and/or pipelines in conflict with construction of the Project;
 - iv) Coordinate and relocate any utilities and/or pipelines found to be in conflict with the construction of the Project;
 - v) Obtain all necessary approvals and/or permits from any jurisdictional agencies;
 - vi) Advertise for and receive bids for the construction of the Project in accordance with the PS&E in the manner similar to that of other like County projects.
 - vii) Upon receipt and tabulation of bids for the Project, County will determine the lowest responsible bidder for the construction of the Project. It is expressly agreed and understood that County reserves the right to reject all bids. If County, in its discretion, rejects all bids, then County may within thirty (30) days from the date of rejection of all bids either (a) re-advertise for bids pursuant to the same understanding with regard to rejection of bids, or (b) terminate this Agreement and return all funds, if any, received from City.

- ix) Upon approval of the PS&E by City, and receipt of funds from City pursuant to Section II below, County shall award the contract for construction of the Project to the lowest and best bidder in accordance with the usual and customary procedures of County. County's determination of the lowest and best bid for the Project shall be final and conclusive.
- x) Provide the County funding share being fifty percent (50%) of the total design and construction costs for the Project ("County Share"), subject to the provisions set forth in Section III below.
- xi) Provide and manage the day-to-day construction of the Project, including construction materials testing ("CMT"). During the construction of the Project, City shall have the right of access to the construction site and shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting said construction, provided, however, City shall not interfere with the work in progress;
- xii) Upon substantial completion of the construction of the Project, and again at 100% completion, provide an opportunity for City representatives to participate in a walk through to develop a punch list; and
- xiii) Upon final acceptance of the Project by the Parties, provide a set of record drawings, which have been signed and sealed by the Project Engineer to City;

B. City Responsibilities. Upon execution of this Agreement by the Parties, City shall:

- i) Review the PS&E prepared by County for the Project and provide objections or approval to County within ten (10) days of receipt by City. City agrees that approval will not be unreasonably withheld, and County may proceed as if approved in the event City has not provided any objections or approval within the ten (10) days aforementioned; and
- ii) Provide the City funding share being fifty percent (50%) of the design and construction costs for the Project, not to exceed Two Hundred- Fifty Thousand and no/100 Dollars (\$250,000.00), (hereinafter defined as "City's Share"), subject to the provisions set forth in Section III below, in accordance with Section II below; and
- ~~iii) Upon completion of construction, City will (a) accept the Project and the portions of Lone Star Parkway beginning at the intersection Hwy 105 and FM 2854 and ending at the westernmost boundary of the municipal limits into the City's maintenance system, and (b) be responsible for all future maintenance and repairs for the Project and the portion of Lone Star Parkway accepted by the City into its maintenance system.~~

II. Terms of Payment

Upon the acceptance of the bid or award by County, County will invoice City for the City's Share, and City shall remit payment of the City's Share to County on or before forty-five (45) days of City's receipt of such invoice. Within 30 days of the completion of the Project, County shall submit to the City for approval a final accounting of the project costs including the final City's Share and City shall remit payment of the City's Share to County on or before forty-five (45) days of City's receipt of such final accounting and invoice. The final City's Share for the Project shall

be based on all project costs incurred to date for the Project, but shall not exceed Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00).

III. Limitations of Appropriation

County and City acknowledge and agree that before County and City may pledge any amount of funds for any reason, funds must be appropriated and certified as available by each Party’s respective ~~county~~-financial auditor from current fiscal funds.

IV. Term and Termination

This Agreement is effective as of the date it has been approved and executed by all Parties (“Effective Date”) and shall remain in full force and effect until the completion of the Project or County’s receipt of payment from City of all funds due and owing under the terms of this Agreement, whichever occurs later, unless earlier terminated in accordance with the terms of this Agreement.

City may terminate this Agreement at any time prior to the awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to the County, and City shall have no further obligation hereunder and be entitled to receive any unexpended funds paid to County by City including any interest earned on said funds paid to County by City pursuant to this Agreement.

County may terminate this Agreement at any time prior to the awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to City. In the event of termination by County, County will have no further obligation pursuant to this Agreement, other than to return any unexpended funds paid to County by City. ~~In addition, any interest earned on said funds paid to County by City pursuant to this Agreement will become the sole property of County.~~

V. Notice

All notices required under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses:

MONTGOMERY COUNTY:

Montgomery County, Texas
Attn: Commissioner Robert Walker
510 Hwy 75 North
Willis, Texas 77378
Email: Commissioner.Walker@mctx.org

With a copy to:

B.D. Griffin, County Attorney

501 N. Thompson, Suite 300
 Conroe, Texas 77301
 Email: bd.griffin@mctx.org

CITY OF MONTGOMERY:

City of Montgomery, Texas
 Attn: ~~Dave McCorquodale~~ Gary Palmer
 101 Old Plantersville Rd.
 Montgomery, Texas 77316
 Email: dmccorquodale@ci.montgomery.tx.us usgpalmer@ci.montgomery.tx.us

With a copy to:

Johnson Petrov LLP, City Attorney
 Attn: Alan P. Petrov, Managing Partner
 2929 Allen Parkway, Suite 3150
 Houston, Texas 77019

Each Party shall have the right to change its respective address to any other address in the State of Texas by giving at least fifteen (15) days written notice of such change to the other Parties.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

VI. Assignment

County and City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither County nor City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

VII. Counterparts and Electronic Signature

Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

VIII. Independent Parties.

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of City for any purpose. City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of County for any purposes. Neither Party has the authority to bind the other Party.

IX. No Third Party Beneficiaries.

County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

X. Waiver of Breach.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

XI. No Personal Liability; No Waiver of Immunity.

- A. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B. The Parties agree that no provision of this Agreement extends the Parties' liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by County or City of any right, defense, or immunity on behalf of themselves, their employees or agents under the Texas Constitution or the laws of the State of Texas.

XII. Applicable Law and Venue.

This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Conroe, Montgomery County, Texas.

XIII. No Binding Arbitration; Right to Jury Trial.

Neither party agrees to binding arbitration, nor waives its right to a jury trial.

XIV. Contract Construction.

This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement. When terms are used in the singular or plural, the meaning shall apply to both. When either the male or female gender is used, the meaning shall apply to both.

XV. Recitals.

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

XVI. Entire Agreement; Modifications.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

XVII. Severability.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

XVIII. Survival of Terms.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

XIX. Multiple Counterparts/Execution.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

EXECUTED BY THE PARTIES ON THE RESPECTIVE DATES SHOWN BELOW.

[Signatures are contained on one or more separate execution pages]

EXECUTED ON THE ____ DAY OF _____, 2023.

MONTGOMERY COUNTY, TEXAS

By: _____
Mark J. Keough, County Judge

Attest:

Mark Turnbull, County Clerk

APPROVED AS TO FORM:

B. D. Griffin, County Attorney

EXECUTED ON THE ____ DAY OF _____, 2023.

CITY OF MONTGOMERY TEXAS

By: _____
Byron Sanford, Mayor

Date: _____, 2023.

Attest:

Nici Browe, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, ADOPTING AND VERIFYING A PERCENTAGE-BASED HOMESTEAD EXEMPTION FROM AD VALOREM TAXES AND HOMESTEAD EXEMPTIONS FOR INDIVIDUALS WHO ARE DISABLED AND INDIVIDUALS WHO ARE SIXTY-FIVE (65) YEARS OF AGE OR OLDER.

Recommendation

Adopt the Resolution as presented.

Discussion

The City is required to adopt property tax exemptions annually and provide those exemptions to the county tax office. 2022 property tax exemptions were:

- Homestead = 20% (max. allowed by state law)
- Over age 65 = \$50,000
- Disabled = \$70,000

According to Montgomery County Tax Assessor data, the average assessed home value in the City last year was \$289,367. The total City tax paid on this property would be \$1,157 before exemptions. City tax exemptions for this property (using the current tax rate) would be as follows:

- \$231 deduction for Homestead
- \$200 deduction if over 65
- \$280 deduction if disabled

Homeowners who are eligible for both Over 65 and Disability exemptions are granted the larger of the two and do not receive both exemptions. The Homestead exemption is granted in conjunction with one of the other two exemptions for those who qualify.

	HOMESTEAD	OVER 65	DISABLED
Number of exemptions	477	168	15
Total Taxable value	\$27,768,234	\$8,139,445	\$821,164
Reduction in taxes owed	\$111,073	\$32,578	\$3,285

Consider these amounts and decide whether to raise, lower, or keep the same exemptions for 2023.

Approved By

Assistant City Administrator	Dave McCorquodale	Date: 02/08/2023

Montgomery City Council
AGENDA REPORT



MONTGOMERY CENTRAL APPRAISAL DISTRICT

JANET JENNINGS-DOYLE, RPA, RTA, CTA, CCA
CHIEF APPRAISER

January 12, 2023

Jurisdiction: _____

Tax Assessor/Collector: _____

Request for Verification of Exemption Information For Use on the 2023 Notices of Appraised Value and 2023 Assessment Rolls

Please indicate the current exemption amount(s) and attach a copy of the governing body's Resolution or Minutes authorizing the change(s). **MCAD MUST HAVE GOVERNING DOCUMENTS- EVEN IF EXEMPTION AMOUNTS DO NOT CHANGE.**

Exemptions:	Adopted for 2023
Homestead	
Over 65	
Disability	

- Changes or corrections must be received at MCAD by March 1, 2023, to be included on the Preliminary Rolls. Unless changes/corrections are received by this date, we will assume our records are correct.
- Any action regarding changes in the *percentage homestead exemption* must be taken by the governing body **before** July 1st, *Texas Property Tax Code, Section 11.13(n)*.

Signature of Person Completing This Form Your Name Printed Date

*Please return verification by **March 1, 2023**, to:*
MONTGOMERY CENTRAL APPRAISAL DISTRICT
Attn: Charles Williams
P. O Box 2233
Conroe, Texas 77305

-or-

Scan & Email to: CWilliams@MCAD-TX.ORG

SERVICE, EXCELLENCE AND EQUITY IN AD VALOREM TAX ADMINISTRATION

(936) 756-3354 CONROE • (936) 441-2186 METRO • www.mcad-tx.org[website] • P.O. BOX 2233 • CONROE, TEXAS 77305-2233

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, ADOPTING AND VERIFYING A PERCENTAGE-BASED HOMESTEAD EXEMPTION FROM AD VALOREM TAXES AND HOMESTEAD EXEMPTIONS FOR INDIVIDUALS WHO ARE DISABLED AND INDIVIDUALS WHO ARE SIXTY-FIVE (65) YEARS OF AGE OR OLDER.

WHEREAS, the City of Montgomery, Texas, has previously adopted a residence homestead property exemption in the amount of twenty percent (20%) of the appraised value of the individual's residence homestead, a residence homestead property exemption for a disabled person and individuals age sixty-five (65) years of age or older in the amounts of \$70,000.00 and \$50,000.00, respectively; and

WHEREAS, Section 11.13(n) of the Property Tax Code, authorizes the governing body of a taxing unit to adopt an exemption from taxation by such taxing unit a percentage of the appraised value of a residence homestead; and

WHEREAS, Section 11.13(d) of the Property Tax Code authorizes the governing body of a taxing unit to adopt an exemption from taxation a portion of the appraised value of a residence homestead for individuals who are disabled and for individuals age sixty-five (65) years of age or older; and

WHEREAS, the City Council of the City of Montgomery, Texas, now adopts and verifies the previously adopted residence homestead exemption, the disabled person exemption and the sixty-five (65) years of age or older exemption;

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

Section 1. Pursuant to Section 11.13(n) of the Property Tax Code the City Council hereby authorizes a percentage based exemption from ad valorem taxes on the appraised value of the residence homestead in the amount of twenty percent (20%) of the appraised value of the individual's residence homestead to be effective for the tax year beginning on January 1, 2023.

Section 2. Pursuant to Section 11.13(d) of the Property Tax Code, the City Council hereby authorizes a residence homestead property tax exemptions for a disabled person in the amount of seventy thousand dollars (\$70,000) and for individuals who are sixty-five (65) years of age or older in the amount fifty thousand dollars (\$50,000), to be effectively for the tax year beginning on January 1, 2023.

Section 3. That it is hereby officially found and determined that the meeting at which this resolution was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

Section 4. That said exemptions are effective until the City Council of the City of Montgomery, Texas either, amends, increases, or increases said exemptions.

PASSED AND APPROVED this the 14th day of February 2023.

CITY OF MONTGOMERY, TEXAS

Attest: _____
Nici Browe, TRMC, City Secretary

Signed: _____
Byron Sanford, Mayor

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on the creation of an historic structure property tax exemption.

Recommendation

Provide feedback and direction to staff on whether to move forward with the initiative and present a draft proposal to City Council for action.

Discussion

There are a number of historic structures within the city that are tangible elements of our history as a community. The structures owned by churches and the Montgomery Historical Society are tax-exempt and not subject to property taxes. City staff has been asked whether the city is willing to consider a partial tax exemption that would apply to owners of historic structures in the city for those who are not tax-exempt. The question has been asked of the city before, most recently about five years ago and the city council declined to grant the request. One home in the city was granted an historical exemption for 25% of the assessed valuation dating back to 1992. The property was recently sold, and the exemption will end in absence of renewal by city council.

Rather than consider a single property, staff recommends considering a broader program for partial tax exemptions for historic structure that meets a certain set of criteria that the Council believes is appropriate. The criteria should be kept concise, relevant to the status as a historic structure, and in compliance with state tax laws. Some possible criteria are:

1. Amount of exemption: e.g., 25% or 50% of assessed value.
2. Age of structure: e.g., must be at least 100-years old (or other age requirement).
3. Zoning status: Property should be within the Historic Preservation District or identified as a city-designated historic landmark to qualify for exemption.
4. Preservation and maintenance: establish requirements and determination method to ensure a basic level of upkeep is performed on the structure and property.
5. Safeguards in the event of noncompliance or demolition.
6. Planning & Zoning Commission review: include the P&Z Commission in the process.

Staff seeks direction from City Council on whether to develop details on a partial tax exemption program for historic structures. The school district has granted a partial historic exemption to at least one property in the city that is regularly included in their 7th grade Texas History scavenger hunt.

Approved By		
Assistant City Administrator	Dave McCorquodale	Date: 02/10/2023

**Montgomery City Council
AGENDA REPORT**

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on an Amendment to the Development Agreement between the City of Montgomery and Pulte Homes of Texas, LP addressing side yard setbacks in Montgomery Bend.

Recommendation

Authorize an Amendment to the Development Agreement to allow five-foot side yards for the Montgomery Bend development.

Discussion

This Development Agreement was approved by City Council in September 2022. The development includes 309 single-family homes and a recreation/amenity center. The approved minimum residential lot size is 45-ft wide x 120-ft deep and 5,400 square feet.

The developer has submitted a variance request to allow five-foot side yards for all of the lots in the subdivision instead of the 10-foot side yard required by current city regulations. When the developer presented the project to City Council in July 2022, they indicated they would be requesting a smaller side yard setback.

Five-foot side yards are found in neighborhoods like Hills of Town Creek, Terra Vista, Villas of Mia Lago, and newer sections of the Buffalo Springs development with lots widths of 50-60 feet. The City can place conditions on a reduced side yard such as not allowing air conditioners, generators, or other equipment in the smaller side yards. Other neighborhoods in the city do not restrict the placement of accessory equipment in the side yards.

The Planning & Zoning Commission’s recommendation is to approve the request with the condition that accessory equipment not be allowed in the side yard. The engineer’s memo is attached for review and they offer no objections to the request.

Approved By

Assistant City Administrator	Dave McCorquodale	Date: 02/10/2023

PLANNING & ZONING COMMISSION REPORT AND RECOMMENDATION

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

SUBJECT: RECOMMENDATION OF THE PLANNING & ZONING COMMISSION REGARDING VARIANCE REQUESTS FOR SIDE YARD SETBACK WIDTH FOR THE MONTGOMERY BEND SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

Mayor and City Council,

Pursuant to Section 98-29 of the City of Montgomery Code of Ordinances (“the Code”), the Montgomery Planning and Zoning Commission met on February 7, 2023 to consider a variance request for 5-foot side yard setbacks within the Montgomery Bend subdivision instead of the required 10-foot side yard setbacks as found in Section 98-122 of the City Code.

After considering the request and supporting information, the Commission at its February 7th meeting recommended to City Council approval of the variance request based on the following:

- The 45-foot lot widths approved by City Council in the Development Agreement would have a 25-foot-wide buildable width if the lots had a 10-foot side yard on each side. A 25-foot-wide house does not reasonably appear to be the intent of the Agreement.
- Recommended side yard width: The Commission recommends approval of the 5-foot side yards as submitted.
- Conditions: The Commission recommends that a condition of the reduced side yards be that no mechanical equipment be allowed in the side yards. This includes air conditioners, generators, etc.

Submitted on behalf of the Planning & Zoning Commission,



Jeff Waddell
Planning & Zoning Commission Chairman



February 3, 2023

The Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Variance Request
Montgomery Bend Subdivision (Dev. No. 2203)
City of Montgomery

Dear Commission:

Pulte Homes of Texas, LP (“the Developer”) plans to proceed with construction of approximately 79.9 acres of land located along FM 1097. The Developer is requesting the following variances from the City’s Code of Ordinances:

- Section 98-122: The City’s Code of Ordinances requires all R-1 single family residential side yards to be no less than 10 feet from the property line.

Enclosed you will find the request for variance as submitted by the engineer for the development. As stated in the application, the Developer is requesting to reduce the width of side yards between adjacent lots within their subdivision to be reduced from the required 10’ to 5’. This is consistent with lot size in the subdivision. The size variance previously approved (45’) and required in order to build the size house they originally presented to the City. We offer no objection’s to the Developer’s variance request.

If you have any questions or comments, please do not hesitate to contact me or Katherine Vu.

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\02.03.2023 MEMO to P&Z RE Montgomery Bend Variance Request.docx

Enclosures: Variance Application

Cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator
Mr. Dave McCorquodale – City of Montgomery, Director of Planning and Development
Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



January 31st, 2023

Dave McCorquodale
City Manager
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas, 77316

Re: Montgomery Bend – Variance Request

Dear Mr. McCorquodale,

On behalf of The Pulte Group, we META Planning + Design LLC respectfully submit a variance application for the above listed Montgomery Bend Development. We are requesting a variance from section 98-122 of the City of Montgomery's Code of Ordinances to reduce the minimum side setback requirement from 10 feet to 5 feet. This request is will not be injurious to the public health, safety, or welfare.

We request this be considered at the February 7th Planning and Zoning Commission Meeting.
Please contact me if you need any additional information.

Sincerely,

Colin Davidson

Colin Davidson
cdavidson@meta-pd.com
(281)-895-3041



Variance Request Application

City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316
(936) 597-6434

Item 5.

Upon completion return application to dmccorquodale@ci.montgomery.tx.us

Contact Information

Property Owner(s): Pulte Homes of Texas LP

Address: 1311 Broadfield Boulevard, Suite 100, Houston, Texas Zip Code: 77084

Email Address: Connor.Young@Pulte.com Phone: _____

Applicants: META Planning + Design

Address: 24285 Katy Freeway, Suite 525, Katy, Texas

Email Address: cdavidson@meta-pd.com Phone: 281-895-3041

Parcel Information

Property Identification Number (MCAD R#): R35187

Legal Description: A0036 - Shannon Owens, Tract 30, 31, 79.9 Acres

Street Address or Location: Southeast of FM 1097 and east of Terra Vista at Waterstone Sec 1.

Acreage: 79.9 Present Zoning: R-1 Single Family Residentil Present Land Use: Undeveloped

Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 2014-03 Section(s): 98-122 (a.) (2)

Ordinance wording as stated in Section (122-98):

Side yard on main thoroughfare. There shall be a side yard on each side of the lot having a width of not less than ten feet.
A side yard adjacent to a side street shall not be less than 15 feet from the property line to the building line, except, where
the lots side on a major street, the building line shall be not less than 25 feet from the side street property line.

Detail the variance request by comparing what the ordinance states to what the applicant is requesting:

The request is to reduce the width of the side yard from 10 feet to 5 feet for all of the Montgomery Bend development.

Signatures

Owner(s) of record for the above described parcel:

Signature: Colin Davidson Date: 1/31/2023

Signature: _____ Date: _____

Signature: _____ Date: _____

Note: Signatures are required for all owners of record for the property proposed for variance. Attach additional signatures on a separate sheet of paper.

Additional Information

The following information must also be submitted:

Cover letter on company letterhead stating what is being asked.

A site plan.

All applicable fees and payments.

The application from must be signed by the owner/applicant. If the applicant is not the owner, written authorization from the owner authorizing the applicant to submit the variance request shall be submitted.

<p>Date Received <i>Office Use</i></p>	
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Public Hearings

Parties in interest and citizens shall have an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and the City Council before any variance to a district regulation, restriction, or boundary shall become effective. Regularly scheduled meetings are as follows and will be held accordingly unless public notice has been given of a change of dates:

Planning and Zoning Commission: **1st Tuesday of every month at 6:00 p.m.**

City Council: **2nd and 4th Tuesday of every month at 6:00 p.m.**

Finding of Undue Hardship

In order to grant a variance, the Board must make the following findings to determine that an undue hardship exists:

1. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property; and
2. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district; and
3. That the relief sought will not injure the permitted use of adjacent conforming property; and
4. That the granting of a variance will be in harmony with the spirit and purpose of these regulations.
5. Financial hardship alone is not an “undue hardship” if the property can be used, meeting the requirements of the zoning district it is located in.

Factors not Considered

A variance shall not:

1. Be granted to relieve a self-created or personal hardship,
2. Be based solely upon economic gain or loss,
3. Permit or allow any person a privilege or advantage in developing a parcel of land not permitted or allowed by these Regulations to other parcels of land in the same particular zoning district,
4. Result in undue hardship upon another parcel of land.

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Administration	Prepared By: Nici Browe

Subject

Consideration and possible action on the following Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPROVING THE ALLOCATION OF ANY AND ALL OPIOID SETTLEMENT FUNDS WITHIN THE STATE OF TEXAS RESULTING FROM THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET.

Recommendation

Adoption of the Resolution .

Discussion

The Office of the Attorney General has adopted a Opioid Settlement Fund Council and has settled against manufacturers and distributors. [Janssen, Teva and Endo] The first settlement occurred in 2021 and the City did not participate at that time, however, the City has been advised that it is able to submit for any funds allocation, as the Texas Comptroller has not paid out the settlements at thistime. In order to be in receipt for fund allocation now and in the future the City must adopt by resolution the attached term sheet.

In 2022 the Office of the Attorney settled with Allergan, CVS, Walgreens and Walmart. The proposed settlements requires Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million and Walmart to pay \$170 million to Texas political subdivisions.

The City would need to opt in for potential fund allocation for the 2022 settlement.

Approved By		
City Secretary	Nici Browe	Date: 02-10-2023
City Administrator	Gary Palmer	Date: 02-10-2023

RESOLUTION NO. R-2023_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, APPROVING THE ALLOCATION OF ANY AND ALL OPIOID SETTLEMENT FUNDS WITHIN THE STATE OF TEXAS RESULTING FROM THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS:

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

2. Finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Montgomery, Texas; and

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

DONE IN OPEN COURT on this the 14th day of February, 2023.

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

Attest:

Nicola Browe, TRMC, City Secretary

EXHIBIT K**Subdivision Settlement Participation Form**

Governmental Entity:	City of Montgomery	State:	Texas
Authorized Official:	Byron Sanford, Mayor		
Address 1:	101 Old Pantersville Rd		
Address 2:			
City, State, Zip:	Montgomery, Texas 77316		
Phone:	(936) 597-1643		
Email:	nbrowe@ci.montgomery.tx.us		

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: _____

Exhibit A**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

Exhibit B**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

EXHIBIT K**Settlement Participation Form**

Governmental Entity:	City of Montgomery	State:	Texas
Authorized Official:	Byron Sanford, Mayor		
Address 1:	101 Old Plantersville Rd		
Address 2:			
City, State, Zip:	Montgomery, Texas 77316		
Phone:	(936) 597-6437		
Email:	n.browne@ci.montgomery.tx.us		

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: _____

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

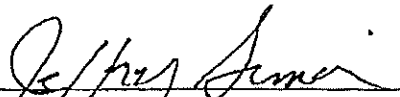


KENNETH PAXTON, JR.
ATTORNEY GENERAL

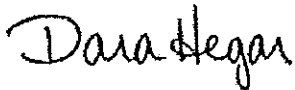
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

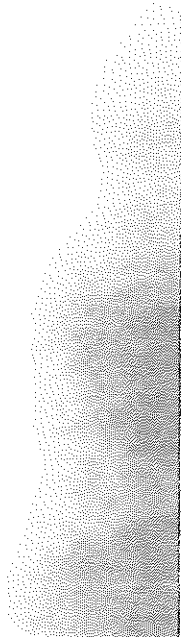


EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. *Statewide Members.*

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

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

2. *Regional Members.*

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

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

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

B. Terms

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

C. Governance

1. Administration

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	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
Bahmorhea	\$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	Meculloch County	\$20,021
Bexar County	\$7,007,152	McLennan County	\$529,641
Big Lake	\$547	Memullen 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	Mertzson	\$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
Broadbuss	\$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
Cancy 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	Pinchurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

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

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhame	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Dougllassville	\$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	Splendor	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

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

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

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

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

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

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

EXHIBIT C

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

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million

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

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

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: \$127,600
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action to authorize the City Administrator to execute the contracts (2) for “Grounds Maintenance” and “Right of Way Mowing & Lift Station Weed Control”.

Recommendation

Authorize the City Administrator to execute the contracts (2) for “Grounds Maintenance” and “Right of Way Mowing & Lift Station Weed Control” with Cody’s Lawn Service, LLC.

Discussion

RFP’s for both contracts were advertised and bids were opened on January 25, 2023. Bid tabulations for both contracts are attached for reference. We are recommending Cody’s Lawn Service, LLC for both contracts. We have had an exceptional relationship with Mr. Cody Skyvara for the previous three years and he has proven himself to provide an excellent service at a very competitive price.

Approved By

Public Works Director	Mike Muckleroy	Date: 02/02/2023
City Administrator	Gary Palmer	Date: 02/02/2023



**City of Montgomery
Request for Proposal
Right of Way Mowing &
Lift Station Weed Control
January 2023**

Date: January 25, 2023
Time 2:00 PM

Company Name	TOTAL:
Cody's Lawn Service	99,220.00
St. Claire & Sons	97,800.00
B & C Constructors	115,820.00
Chacon Landscaping	246,500.00



**City of Montgomery
Request for Proposal
Grounds Maintenance
January 2023**

Date: January 25, 2023
Time: 2:00 PM

Company Name	Total
Cody's Lawn Service	\$39,290.00
St. Claire & Sons	\$69,787.00
B & C Constructors	\$42,032.00
Chacoñ Landscaping	\$47,200.00

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: \$305,000
Department: Admin	Prepared By: Dave McCorquodale

Subject

Update on an ordinance regulating dry utility installation in public rights-of-way.

Recommendation

No formal action needed.

Discussion

As you will recall, the city has discussed regulating dry utility installations within the city limits for several months. Dry utilities include electric, gas, telecommunications, and other similar infrastructure. Dry utilities are most commonly installed after water, sewer, and road infrastructure has been installed. To ensure the protection of city facilities and to know who is installing what within the public right-of-way, city staff and consultants recommend regulating these dry utilities through a permitting process established by ordinance. A draft ordinance was not ready for this meeting, and staff would like to update the council on an outline of the items that will be addressed:

- Establish Permit and Fee
 - Fee covers plan review and field inspections
 - Bond requirement to cover damages if contractor refuses to pay for repairs
 - Determine formula used for fee and bond amounts
- Define Permit Process
 - Submittal of construction plans and criteria for required details
 - City engineer approval required before permit is issued.
 - Establish inspection schedule and requirements to include post-construction evaluation of city-owned facilities
- Establish design criteria for areas in close proximity to city infrastructure
 - City to make repairs to all public infrastructure at contractor's expense
 - Vertical and horizontal clearances between utilities and roads
 - Street cut moratorium on recently constructed or resurfaced streets
- Other considerations
 - Markings – tracer wire or other methods as applicable to ensure the installed utility can be located with common utility locating methods in the future
 - Reminder of temporary water; the city currently offers a temporary utility account via hydrant meters to contractors who use bulk water for underground boring activity. A reminder of this service will help keep water theft in the city from occurring.
 - Establish a penalty for damage not reported or work done without a permit

Staff will continue to work on drafting the ordinance with the engineers and attorneys to bring back to council for action.

Montgomery City Council
AGENDA REPORT

Approved By		
Assistant City Administrator	Dave McCorquodale	Date: 02/10/2023

**Montgomery City Council
AGENDA REPORT**

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on Engineering Services Contract Amendment No. 1 for the City of Montgomery CDBG-DR Infrastructure Project.

Recommendation

Approve Amendment No. 1 to the Engineering Contract as presented.

Discussion

This Amendment reduces the total contract amount by \$58,000.

The original contract amount was \$225,000, the new amount will be \$167,000. The reduction is due to the removal of the Anders Branch portion of the project from the scope of work. As has been discussed with City Council since last summer, the drainage portion of the project was removed because the additional time and expense of obtaining US Army Corps of Engineering permits did not fit the required timeline or funding for the project.

Approved By		
Assistant City Administrator	Dave McCorquodale	Date: 02/08/2023

Montgomery 2016 Flood CDBG-DR

Original Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the Council, made on the 27 DAY OF October, 2020 by and between the CITY OF MONTGOMERY, hereinafter called the "Client" and JONES|CARTER hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.


Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds, administered by the Texas General Land Office ("GLO") for damage sustained from 2016 Presidentially declared flooding., as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").


The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
1. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
2. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$ 225,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
3. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
4. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

- 5. Extent of Agreement - This Agreement, which **includes Parts I-V and Attachments A-E**, represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 
 (Local City/County Official)
City Administrator, Richard Tramm
 (Printed Name)
city Administrator
 (Title)

BY: 
 (Firm/Contractor's Authorized Representative)
 ___Matthew B. Breazeale___
 (Printed Name)
 ___Vice President -Jones|Carter___
 (Title)

AMENDMENT NO. 1
FOR ENGINEERING SERVICES

City of Montgomery CDBG-DR Infrastructure Project
Contract No.19-076-017-B366

THIS AMENDMENT, MADE THIS 17 DAY OF JANUARY 2023 BY AND BETWEEN THE CITY OF MONTGOMERY, hereinafter referred to as the "Client", and Jones & Carter, Inc. working as Quiddity Engineering, LLC, Austin, Texas, hereinafter referred to as the "Firm".

As a result of the GLO State Contract Amendment No. 1 for the City of Montgomery CDBG-DR Contract No. 19-076-017-B366 that removes Anders Branch Site from the Performance Statement, it has been determined that the engineering fees will need to be updated to reflect such changes.

Description of Amendment:

- 1. Revision of **Part I. AGREEMENT** |

The parties mutually agree as follows:

2. Compensation and Method of Payment: the maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of **One Hundred Sixty-Seven Thousand and no/100 Dollars (\$167,000.00)**. Payment to the Firm shall be based on the satisfactory completion of identified milestones **in Part II - Payment Schedule of the Original Engineering Contract** with the Client.

All other terms and conditions not amended in the Contractual Agreement for Engineering / Architectural / Surveyor Services between the Client and the Firm will remain in full force and effect.

IN WITNESSETH WHEREOF, the parties have executed this Contract Amendment by causing the same to be signed on the day and year first above written.

City of Montgomery

By: _____
(Signature)

(Printed Name)

(Title)

Engineering Firm

By: 
(Signature)

Matthew B. Brezcale P.E.
(Printed Name)

Vice President
(Title)

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on Change Order No. 2 for the Water Plant No. 3 Generator Addition Project.

Recommendation

Approve Change Order No. 2 as presented.

Discussion

The engineer’s memo is attached for review. This project was funded by the GLO grant and includes the addition of a backup power generator at Water Plant No. 3.

Approved By

Assistant City Administrator	Dave McCorquodale	Date: 02/09/2023



February 9, 2023

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Water Plant No. 3 Generator Addition
GLO Contract No. 19-076-017-B366
Change Order No. 2
City of Montgomery

Dear Mayor and Council:

We received and concur with Quiddity's recommendation of approval of Change Order No. 2 to the Water Plant No. 3 Generator Addition contract. This change order includes the replacement of the existing autodialer. There is no change to the contract period of performance with Change Order No. 2.

During construction the contractor found that existing auto dialer only have 8 channels which is insufficient to connect all the additional alarms for the generator. The additional work is to install a 16 channel auto dialer to allow for all equipment to be connected and leave room for future alarms.

Approval of the change order will result in a \$5,7698.98 increase to the contract amount, from \$387,778.10 to \$393,547.08. This is an increase of 6.81% of the original contract amount of \$368,469.00. Approval will not change the contract period of performance from 180 calendar days.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR:

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2023.02.08 MEMO to Council RE GLO WP3 Generator Change Order No. 2.docx

Enclosures: Change Order No. 2 – GLO Water Plant No. 3 Generator Addition

Cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator
Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
Ms. Nici Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



Quiddity Engineering, LLC
1575 Sawdust Rd, Suite 400
The Woodlands, Texas 77380-4241
P: (713) 389-1566

Project: W5841-0042-02 Montgomery - Water Plant No. 3
Generator Addition
Montgomery, Texas

RFI #2: Auto dialer

Status	Open		
To	Phillip Huynh (Quiddity Engineering, LLC)	From	Robert Gutierrez (McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.) 5044 Timber Creek Dr. Houston, Texas 77017
Date Initiated	Jan 9, 2023	Due Date	Jan 12, 2023
Location		Project Stage	Course of Construction
Cost Impact		Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Robert Gutierrez (McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.)		
Copies To	Reid Berkenmeier (McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.), Hieu Bui (Quiddity Engineering, LLC), Robert Gutierrez (McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.), Phillip Huynh (Quiddity Engineering, LLC), Hieu Nguyen (Quiddity Engineering, LLC)		

Activity

Question

Question from Robert Gutierrez McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc. on Monday, Jan 9, 2023 at 03:42 PM CST

The plans call for us to take alarm signals from the generator and the ATS to the existing 16 channel auto dialer that has channels available. The existing auto dialer only has 8 channels and are all being used. There is no spare channels.

Attachments

Resized_20230109_151617.jpeg

Awaiting an Official Response

Quiddity Response:

Contractor to replace existing Autodialer with new unit with expanded 16+ channels.

H. Escalante, Jr., P.E.

01/23/2023

BY

DATE

COPIES TO



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders: \$393,547.08
Contract Time with All Approved Change Orders in Days: 180
Cumulative Percent Change in Contract Price (+/-): 6.81%
Subrecipient Contract End Date: 3/31/23
Construction Contract Start Date: 5/16/2022
Construction Contract End Date: 12-Nov-22

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements

Signature and title fields for Subrecipient, Engineer, and Contractor. Includes handwritten signatures and printed names: H. Escalante, Jr., P.E. Senior Electrical Engineer; Wayne Berkenmeier, VP Special Projects.

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? [] Increase [] Decrease [X] No Change

If there is a change, how many beneficiaries will be affected?

Total [] LMI []

2. Effect of this change on the scope of work: [X] Increase [] Decrease [] No Change

3. Effect on operation and maintenance costs: [] Increase [] Decrease [X] No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? [] Yes [X] No

If "no", explain:

Change item was not part in original unit price contract.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? [] Yes [X] No

If "yes", is an environmental assessment required?

Empty box for environmental assessment response.



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

-
- 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? Yes No
 - 7. Is the CCN permit still valid? (*sewer projects only*) Yes No
 - 8. Are the disability access requirements/approval still valid (if applicable)? Yes No
 - 9. Are other Disaster Recovery contractual special condition clearances still valid? Yes No

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Montgomery City Council
AGENDA REPORT

Meeting Date: February 14, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on approval of the Certificate of Substantial Completion and commencement of the one-year warranty period for the Sanitary Sewer and Drainage Improvements Project on Dr. Martin Luther King, Jr. Drive.

Recommendation

Approve the Certificate of Substantial Completion as presented.

Discussion

The engineer’s memo is attached for review. This project was funded by the GLO grant and included rehabilitation of the sanitary sewer lines and drainage ditches on Dr. Martin Luther King, Jr. Drive, Baja Road, McGinnis Lane, and Community Center Drive.

Approved By

Assistant City Administrator	Dave McCorquodale	Date: 02/08/2023



February 9, 2023

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Sanitary Sewer and Drainage Improvements Along Dr. Martin Luther King Jr. Drive, Baja Road,
McGinnis Lane, and Community Center Church Road
GLO Contract No. 19-076-017-B366
City of Montgomery

Dear Mayor and City Council:

Quiddity Engineering held the final inspection for the referenced project on January 11, 2023. Attendees of the final inspection included representatives from WGA, the contractor, and Quiddity Engineering. A punch list of items to be addressed by the contractor prior to the City's acceptance of the project was generated at that time. On January 11, 2023, Quiddity Engineering deemed the project to be substantially complete as the contractor had proven the facility is fully operational to serve its intended function. Enclosed is a Certificate of Substantial Completion for the City's approval and execution which concurs with the substantial completion date and therefore sets the beginning of the one-year warranty period.

The contractor is currently addressing all remaining punch list items. Upon the completion of all punch list items, we will present a Certificate of Acceptance and final pay estimate for the City's approval.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/kmv:zlg

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2023.02.08 MEMO to Council RE MLK Drainage Improvements COSC.docx

Enclosures: Certificate of Substantial Completion
Final Punchlist Summary

Cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator
Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
Ms. Nici Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Montgomery
 Contractor: PM Construction & Rehab, LLC dba IPR SC
 Engineer: Nathan B. White, PE
 Project: Construction of Sanitary Sewer & Drainage
 Improvements on Dr. Martin Luther King, Jr. Drive
 Date: January 11, 2023

Owner's Contract No.: N/A
 Contractor's Project No.: N/A
 Engineer's Project No.: W5841-0042-01

This Final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

Quiddity Engineering, LLC provided periodic field project representation and our Certification is based on approved submittals, provided inspection reports and work that was visible at the time of the inspection.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's
 responsibilities: None
 As follows

Amendments to
 Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: Punch Items for W5841-0042-01 – Construction of MLK Drive Sanitary Sewer & Drainage Improvements

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.



EXECUTED BY ENGINEER:
By: [Signature]

(Authorized Signature)
Quiddity Engineering, LLC

Date: 1-23-2023

ACKNOWLEDGED:
By: _____

(Authorized Signature)
City of Montgomery

Date:

ACKNOWLEDGED:
By: [Signature]

(Authorized Signature)
PM Construction & Rehab, LLC
dba IPR South Central

Date: 01/20/23



K:\W5841\W5841-0042-01 GLO - MLK SSR & Drainage Improvements\3 Construction Phase\4. Contract Documents



Quiddity Engineering, LLC
1575 Sawdust Rd, Suite 400
The Woodlands, Texas 77380-4241
United States
(713) 389-1566

Job #: W5841-0042-01 Construction of MLK Drive Sanitary Sewer & Drainage Improvements
MLK Drive
Montgomery Texas.

Punch Items for W5841-0042-01 - Construction of MLK Drive Sanitary Sewer & Drainage Improvements

5 Items

#1: Establish final stabilization along McGinnis and MLK.

Type:	Location:
Date Created: 01/17/2023	Due Date: 02/16/2023
Priority:	Status: Work Required
Creator: Michael Carpenter	Reference:
Punch Item Manager: Michael Carpenter	Final Approver: Michael Carpenter
Ball in Court:	Assignee Name: Mauro, Vayley (IPR South Central) <i>Work Required</i>
Description:	



#2: Clear out debris on Manhole 135 at STA 8+60

Type:	Location:
Date Created: 01/17/2023	Due Date: 02/16/2023
Priority:	Status: Work Required
Creator: Michael Carpenter	Reference:
Punch Item Manager: Michael Carpenter	Final Approver: Michael Carpenter
Ball in Court:	Assignee Name: Mauro, Vayley (IPR South Central)



Work Required

Description:

#3: Provide Project As Built Plans

Type:	Location:
Date Created: 01/17/2023	Due Date: 02/16/2023
Priority:	Status: Work Required
Creator: Michael Carpenter	Reference:
Punch Item Manager: Michael Carpenter	Final Approver: Michael Carpenter
Ball in Court: Vayley Mauro (IPR South Central)	Assignee Name: Mauro, Vayley (IPR South Central) <i>Work Required</i>

Description:

#4: Saw cut 4-inch in rectangular weir for drainage relief for resident at corner of McGinnis & MLK Drive

Type:	Location:
Date Created: 01/18/2023	Due Date: 02/17/2023
Priority: High	Status: Work Required
Creator: Michael Carpenter	Reference:
Punch Item Manager: Michael Carpenter	Final Approver: Michael Carpenter
Ball in Court: Vayley Mauro (IPR South Central)	Assignee Name: Mauro, Vayley (IPR South Central) <i>Work Required</i>

Description:



#5: Remove pile of concrete on McGinnis

Type:	Location:
Date Created: 01/18/2023	Due Date: 02/17/2023

Priority:

Status:

Work Required

Creator:

Michael Carpenter

Reference:

Punch Item Manager:

Michael Carpenter

Final Approver:

Michael Carpenter

Ball in Court:

Vayley Mauro (IPR South Central)

Assignee Name:

Mauro, Vayley (IPR South Central)
Work Required

Description:

