

MAYOR RUSSELL BREWSTER
MAYOR PRO TEM JEFF BROWN, PLACE 5
TORI ROEMMICH, PLACE 1
TYLER LOE, PLACE 2
MIKE DUNCAN, PLACE 3
GREGG KIDD, PLACE 4
CITY MANAGER JOE ASHTON



TOWN COUNCIL AGENDA

REGULAR SESSION | MONDAY, FEBRUARY 27, 2023 AT 6:30 P.M.
TOWN COUNCIL CHAMBERS | 1614 S BOWEN ROAD, PANTEGO, TX 76013

I. CALL TO ORDER AND WELCOME

Anyone wishing to speak regarding any item (whether it appears on this agenda or not) should fill out a Speaker Request form and submit it to the City Secretary before the meeting begins. Those wishing to speak on an item not on this agenda will be called upon during the Open Forum. Pursuant to Local Government Code [§551.071](#), the Council reserves the right to adjourn into Executive Session(s) at any time during the meeting to seek legal advice from the Town Attorney on any item on this agenda.

II. REGULAR SESSION

A. PLEDGE AND INVOCATION, LED BY COUNCILMEMBER DUNCAN

B. CITY MANAGER'S REPORT

C. STAFF REPORTS AND ANNOUNCEMENTS

- (1) Finance Department
- (2) Fire Department
- (3) Police Department
- (4) Municipal Court
- (5) Public Works

D. MAYOR AND COUNCIL REPORTS AND ANNOUNCEMENTS

In addition to specific items below, the Mayor and Council may give or receive reports regarding items of community interest including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events. At the request of any member of the Council, staff may also offer similar information at this time.

- (6) Community Relations Board (CRB) Report
- (7) Pantego Economic Development Corporation (PEDC) Report

E. OPEN FORUM

At this time, anyone may address the Council regarding any item (whether it appears on this agenda or not) by submitting a Speaker Request form to the City Secretary. In accordance with the Texas Open Meetings Act, members of the Council cannot comment on nor deliberate except as authorized by Local Government Code [§ 551.042](#).

F. PRESENTATIONS, DISCUSSION ITEMS, AND REQUESTS FOR CLARIFICATION

In addition to any specific items listed below, at this time, the Mayor and Council may also request discussion or seek clarification regarding any items appearing on this agenda; and may deem it appropriate to add or remove items from the Consent Agenda.

- (8) Presentation by Lieutenant Konstantin of the Salvation Army North Texas regarding participation in the Mayoral Red Kettle Challenge

G. CONSENT AGENDA

These items are considered routine and can be approved by a single motion. Approval of the Consent Agenda authorizes the City Manager to implement each item as presented and in accordance with staff recommendations. Public comment may be accepted unless a Public Hearing has previously been held and closed. Council may add or remove items from Consent.

AGENDAS AND SUPPORTING INFORMATION ARE AVAILABLE FOR REVIEW IN THE
CITY SECRETARY'S OFFICE OR BY VISITING TOWNOFPANTEGO.COM/AGENDA.

- (9) Approval of Purchase Order Requests and Accounts Payable over \$5,000 and acceptance of those \$1,000 - \$5,000 previously approved by the City Manager
- (10) Approval of minutes from January 23, 2023

H. DECISION AND ACTION ITEMS

- (11) Certification of Unopposed Candidates by the City Secretary
- (12) Approval of Ordinance No. 2023-903, accepting Certificate of Unopposed Candidates for the offices of Mayor, Town Council Place 4, and Town Council Place 5; declaring the May 6, 2023 general election cancelled for these three seats and declaring the unopposed candidates elected to office
- (13) Consider approval of Resolution No. 2023-02, authorizing the City Manager to execute and submit global opioid settlement documents relating to the Allergan, Walmart, CVS, Walgreens, Janssen, Distributors, Endo, and Teva settlements and any future opioid settlements negotiated by the State Attorney General; and adopting the Texas Term Sheet
- (14) Consider approval of a bid for tree trimming at the Police Station
- (15) Presentation of the 2022 Racial Profiling Report

III. EXECUTIVE SESSION

Pursuant to Chapter 551 of the Local Government Code, Council reserves the right to adjourn into Executive Session(s) at any time during the meeting to discuss any item appearing on this agenda, pursuant to the following sections: (A) § 551.071, pending or contemplated litigation or to seek advice from attorney; (B) § 551.072, the purchase, exchange, lease, or value of real property; (C) § 551.074, the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee; or (D) § 551.076, security devices.


IV. RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION PURSUANT TO EXECUTIVE DISCUSSION, IF NECESSARY

V. COUNCIL INQUIRY

Spontaneous inquiry regarding subjects not on this agenda may be answered with statements of fact or policy information. However, in accordance with Local Government Code § 551.042, Council can neither deliberate nor act. They may, however, direct staff to research and/or request item(s) for future agendas.

VI. ADJOURNMENT

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS FEBRUARY 27, 2023, PANTEGO TOWN COUNCIL AGENDA WAS CONTINUOUSLY POSTED FOR AT LEAST SEVENTY-TWO (72) HOURS BEFORE SAID MEETING CONVENED ON THE NOTICE BOARD LOCATED OUTSIDE THE DOORS OF THE COUNCIL CHAMBERS AT TOWN HALL (1614 S BOWEN ROAD, PANTEGO, TX 76013), A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES, IN ACCORDANCE WITH CHAPTER 551 OF THE TEX. GOV'T CODE.



 CITY SECRETARY LESLIE E. GALLOWAY, TRMC



THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ACCOMMODATIONS WILL BE MADE WHEN NECESSARY TO AFFORD AN EQUAL OPPORTUNITY TO PARTICIPATE. PLEASE CALL 817-617-3706 IF YOU HAVE ANY QUESTIONS OR ADDITIONAL NEEDS.

AGENDAS AND SUPPORTING INFORMATION ARE AVAILABLE FOR REVIEW IN THE CITY SECRETARY'S OFFICE OR BY VISITING TOWNOFPANTEGO.COM/AGENDA.

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM **A. CITY MANAGER'S REPORT**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JOE ASHTON, City Manager

BACKGROUND

INVITATION FROM DALWORTHINGTON GARDENS

Our neighbors have invited the Town Council to a reception in the near future. We are confirming the date, but it would likely be held prior to their Council meeting on March 20. Once we have that date confirmed, we'll let you know.

PERSONNEL

We currently have one vacant maintenance position in Public Works and one vacant firefighter position. We have two candidates right now for the open firefighter position.

UPCOMING EVENTS

- February 28 - Texas Trust Grand Opening
- March 3 - Greater Arlington Chamber Women's Luncheon (Co-sponsored by PEDC)
- March 18 - Farmer's Market
- April 14 - Employee Appreciation Banquet

FISCAL IMPACT

N/A

STAFF RECOMMENDATION

No action is needed. Staff will be available to answer any questions the Council may have.

ATTACHMENTS

None

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL



AGENDA ITEM **01 - 05. STAFF REPORTS AND ANNOUNCEMENTS**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JOE ASHTON, City Manager

BACKGROUND

Attached for the Council's review are monthly reports for the following:

- (1) Finance Department
- (2) Fire Department
- (3) Police Department
- (4) Municipal Court
- (5) Public Works

The financials are available at www.townofpantego.com/financials.

FISCAL IMPACT

N/A

STAFF RECOMMENDATION

No action is needed. Staff will be available to answer any questions the Council may have regarding the attached.

ATTACHMENTS

1. Financials www.townofpantego.com/financials
2. Fire Rescue Monthly Activity Summary
3. Ambulance Billing and Collections
4. PD Monthly Activity Summary
5. Court Collections
6. Court Fees
7. Warrant Report
8. Public Works Report

PANTEGO FIRE RESCUE

MONTHLY ACTIVITY SUMMARY FOR

January 2023

ENGINE 49 RESPONSES	PANTEGO FD		ARLINGTON FD	
	Jan-23	2022-23 YTD	Jan-23	2022-23 YTD
EMS RESPONSE	21	98	54	222
FIRE RESPONSE	-	3	4	27
HAZARDOUS CONDITIONS	1	6	2	13
SERVICE CALL	14	50	12	54
GOOD INTENT CALL	2	22	42	178
FALSE ALARM / CALL	2	7	5	17
TOTAL FIRE INCIDENTS	40	186	119	511

CURRENT MONTH TOTAL ENGINE 49 RUNS	159
YTD TOTAL ENGINE 49 RUNS	697

MEDIC RESPONSES	Jan-23	2022-23 YTD
CONTACTS	17	75
TRANSPORTS	4	16
M/A to AMR - CANCELLED	3	10
MUTUAL AID to AMR TOTAL	7	26
TOTAL MEDIC RUNS	24	101

TRAINING HOURS	Jan-23	2022-23 YTD
EMS (MCA, In-House)	40	211
FIRE (TCC, In-House)	40	184
Arlington EMS	0	0
Arlington Fire	0	0
Other (HazMat, Swift Water, Etc.)	0	0
TOTAL	80	395

SPECIAL EVENTS	Jan-23	2022-23 YTD
Station Tour	5	18

BUSINESS INSPECTIONS	Jan-23	2022-23 YTD
Initial	10	32
Re-Inspections	3	7
COs Issued	8	19



2022-2023 EMS/Ambulance Billing and Collections (via Emergicon)

	RESIDENT	NON-RESIDENT	INVOICED	RESIDENT WRITE-OFF	WRITE-OFFS & BAD DEBT	TOTAL WRITTEN-OFF	FEES PAID TO EMERGICON	POSTED	PAID DIRECT	COLLECTED
October	20,964.75	11,847.25	32,812.00	4,114.38	13,027.51	17,141.89	580.15	4,807.25	794.45	5,601.70
November	11,283.00	6,437.00	17,720.00	97.26	5,260.14	5,357.40	869.51	5,311.91	2,393.45	7,705.36
December	18,046.00	10,248.25	28,294.25	1,829.27	8,611.04	10,440.31	307.34	1,910.67	706.49	2,617.16
January	9,338.89	10,959.50	20,298.39	2,201.00	15,033.12	17,234.12	217.37	836.94	494.54	1,331.48
February			-			-				-
March			-			-				-
April			-			-				-
May			-			-				-
June			-			-				-
July			-			-				-
August			-			-				-
September			-			-				-
TOTALS	\$ 59,632.64	\$39,492.00	\$99,124.64	\$ 8,241.91	\$41,931.81	\$50,173.72	\$1,974.37	\$ 12,866.77	\$4,388.93	\$17,255.70

FYTD Res. Write-Off Rate: **8.31%**

FYTD Collection Rate **17.41%**

FYTD Total Write-Off Rate: **50.62%**

FYTD Collection Rate (After Fees) **15.42%**



PANTEGO POLICE DEPARTMENT

MONTHLY ACTIVITY SUMMARY- JAN 2023

Personnel

We are currently fully staffed.

Operations

Nothing to report for the month of January.

Training

Det Cpl Rife and Officer Wiggins attended a Red Dot Sight Instructor class at TCC.

Dispatcher Michaela Bass attended a Basic Telecommunicator License class at the 911 District.

Public Relations

Officers attended the Ribbon Cutting for PCA.

Respectfully submitted,

Jon C. Coulter

Chief of Police

Pantego Police Department

Officer Activity Report - Jan 2023

	Dispatch Call	Self-Init	Total Calls	Arrests	YTD Arrest
Cpt Nance #601	13	7	20	<u>0</u>	<u>0</u>
Sgt Adams #620	6	1	7	<u>0</u>	<u>0</u>
Det/Cpl Rife #603	41	29	70	<u>0</u>	<u>4</u>
Ofc Khepri #609	156	125	281	<u>0</u>	<u>21</u>
Ofc Kiser #608	192	164	356	<u>0</u>	<u>12</u>
Ofc H Versey III #614	405	383	788	<u>0</u>	<u>7</u>
Ofc Vega #605	272	242	514	<u>2</u>	<u>44</u>
Ofc Bullard #604	121	88	209	<u>1</u>	<u>13</u>
Ofc Wiggins #602	196	179	375	<u>0</u>	<u>10</u>
Ofc. Stokes #607	377	354	731	<u>2</u>	<u>9</u>
Ofc Allison #611	39	36	75	<u>0</u>	<u>22</u>
Ofc J. Adams #612 (RESV)	42	38	80	<u>0</u>	<u>2</u>
Total	1860	1646	3506	5	<u>144</u>

Pantego Police Department

Officer Traffic Activity Report - Jan 2023

	Citations	Stops	YTD STOPS
Cpt Nance #601	0	0	<u>0</u>
Sgt Adams #620	0	0	<u>0</u>
Det/Cpl Rife #603	0	0	<u>138</u>
Ofc Khepri #609	62	40	<u>721</u>
Ofc Kiser #608	90	61	<u>972</u>
Ofc Versey III #614	43	33	<u>110</u>
Ofc Vega #605	131	84	<u>1758</u>
Ofc Bullard #604	60	40	<u>870</u>
Ofc Wiggins #602	74	53	<u>1468</u>
Ofc Stokes #607	40	28	<u>330</u>
Ofc Allison #611	7	7	<u>457</u>
Ofc J. Adams #612 (RESV)	17	14	<u>176</u>
Total	524	360	<u>7000</u>

Vehicle Accidents	Quantity	YTD
Minor	0	59
Major	4	63
Hit and Run	1	32
Totals	5	154
Accident Reported to state	4	129

PANTEGO POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS REPORT

FISCAL Year October 1, 2022 to September 30, 2023



Offenses	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL
Assault		1		2									3
Agg Assault W/ Weapon													0
Assault F.V.				1									1
Interfear with 911													0
Sex type crimes													0
Sexual Assault				1									1
Burg Building	1	3	1										5
Burg Vehicle	1	2	1	1									5
Burg Residence													0
Burg Coin Machine													0
Theft	5	6	2	3									16
Theft Vehicle	3		1	1									5
U.U.M.V.			1										1
Robbery													0
Fraud/Forgery	4	2											6
Credit Card Abuse		1	2										3
Griffiti													0
Criminal Mischief	1	4		1									6
Harassment/Threat	1	1		2									4
Evading	2		2										4
Criminal Trespass	1		3										4
Resisting / Interfere			1										1
Fail to ID			1	1									2
Hit & Run		1	1										2
Drugs, Cont. Subst.													0
Marijuana	5	2	5										12
Unlawful Carry Weapon	3												3
Other	1	1	1										3
Public Intox	1												1
DWI	3	2	3	3									11
Total	32	26	25	16	0	0	0	0	0	0	0	0	99
	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	

Note:

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PANTEGO POLICE DEPARTMENT



CRIMINAL INVESTIGATIONS FISCAL YEAR REPORT 2023

Case Disposition & Status & Cases Filed TCDA and Disposition
Arrest Warrants, Search Warrants, Subpoenas and Status

Case Disposition	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL
Open	22	8	8	7									
Closed / Clear	15	6	14	13									48
Pended	4	14	9	6									33
Dropped	1	1		1									3
Refer to other Agency		1											1
Tresspass Warning Issued	1		2	1									4
Mental Detention	1	1											2

Warrants / Subpoenas	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL
Arrest Warr. Felony Issued	1	1	1	3									6
Arrest Warr. MISD Issued			1	1									2
Warrant Arrest other Dept.	12	7	9	4									32
Pantego Class C Arrest	19		2	1									22
CID Outstanding Warrants	10	12	14	11									47
Search Warr. Residence													0
Search Warr. Building													0
Search Warr. Vehicle													0
Search Warr. Device				1									1
Search Warrant DNA													0
Class "C" Issued CID			2										2
(Theft, Simple Assault & ETC)				2									

TCDA Office	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL
Cases Accepted	15	6	8	7									36
Cases Pending	1	8	2	2									

Total

Pantego Back-Up DWG	23	11	22	10									66
DWG Back-Up Pantego	31	13	3	5									52



MUNICIPAL COURT

Municipal Court Collections / January 2023 ☆

On-Time Citations

Fines- \$34,263.52
Fees- \$25,795.99
 Total- \$60,059.51

Warrants

Fines- \$12,887.95
Fees- \$ 5,160.42
 Total- \$18,048.37

Court Security Fund- \$1,568.10

Court Technology Fund- \$1,303.30

Accident Reports- \$0

Collection Fees- \$1,735.43

Gross Total Revenue- \$78,107.88
Less State Fee's- \$30,956.41
 Net Revenue- \$47,151.47

Non Collectables	Total #	Value Amount
Jail Credit	1	\$122.90
Over 15 YOA	0	\$0
Indigent	0	\$0
Deceased	0	\$0
Community Service	2	\$396.00
Judicial Reduction	0	\$0
<u>Total Value</u>	<u>3</u>	<u>\$518.90</u>

Presented by: Thressa Householder



P E R I O D I C F E E R E P O R T

Report for fees collected: Posted 1/01/2023 - 1/31/2023

Fee	Citation Violation	Amount	Posting Date	Docket
COLAGY COLLECTIONS FEE	E019798 01	30.00	1/27/2023	E019798 01
COLAGY COLLECTIONS FEE	E019798V 01	30.00	1/27/2023	E019798V01
COLAGY COLLECTIONS FEE	E019798V 02	30.00	1/27/2023	E019798V02
COLAGY COLLECTIONS FEE	E023014 01	36.40	1/31/2023	E023014 01
COLAGY COLLECTIONS FEE	E023014F 03	83.10	1/31/2023	E023014F03
COLAGY COLLECTIONS FEE	E030631 02	50.00	1/17/2023	E030631 02
COLAGY COLLECTIONS FEE	E031702 02	195.30	1/09/2023	E031702 02
COLAGY COLLECTIONS FEE	E032917 01	75.00	1/13/2023	E032917 01
COLAGY COLLECTIONS FEE	E035149 02	83.10	1/05/2023	E035149 02
COLAGY COLLECTIONS FEE	E035149 02	87.60	1/05/2023	E035149 02
COLAGY COLLECTIONS FEE	E035570V 01	92.10	1/19/2023	E035570V01
COLAGY COLLECTIONS FEE	E035930 01	77.13	1/23/2023	E035930 01
COLAGY COLLECTIONS FEE	E037567 01	47.10	1/30/2023	E037567 01
COLAGY COLLECTIONS FEE	E037567 02	147.30	1/30/2023	E037567 02
COLAGY COLLECTIONS FEE	E038008F 01	81.90	1/26/2023	E038008F01
COLAGY COLLECTIONS FEE	E038695 01	50.00	1/18/2023	E038695 01
COLAGY COLLECTIONS FEE	E039056 01	85.80	1/04/2023	E039056 01
COLAGY COLLECTIONS FEE	E039809 01	78.60	1/26/2023	E039809 01
COLAGY COLLECTIONS FEE	E049335 01	89.10	1/11/2023	E049335 01
COLAGY COLLECTIONS FEE	E049335 02	118.20	1/11/2023	E049335 02
COLAGY COLLECTIONS FEE	E049335 03	89.10	1/11/2023	E049335 03
COLAGY COLLECTIONS FEE	E051018 01	78.60	1/05/2023	E051018 01

Report for fees collected: Posted 1/01/2023 - 1/31/2023

22 1,735.43 COLAGY COLLECTIONS FEE TOTAL: 1,735.43



Pantego Warrant Division



DATE: FEBRUARY 3, 2023
REF: WARRANT REPORT FOR JANUARY 2023
FROM: JOHN MURPHY
WARRANT OFFICER

TOTAL OUTSTANDING WARRANT VALUE: \$ 4,439,912.20

TOTAL OUTSTANDING WARRANTS: 11,489

TOTAL WARRANTS VALUE CLEARED: \$20,382.40

FYTD: \$87,625.92

TOTAL PAYMENTS COLLECTED: \$20,259.50

FYTD: \$67,318.62

TOTAL NON-CASH CLEARED: \$122.90

FYTD: \$19,550.30

WARRANT FEES COLLECTED: \$2,827.30

FYTD: \$9,051.50

BONDS/FORFEITURES: \$0.00

FYTD: \$757.00





Pantego Warrant Division



Phone Calls:	Out – 196 In – 228
Post Cards:	49
Personal Stops / Attempts:	0
Contacts:	0
Door Hangers:	0
Arrest:	0
Pay Plans:	9
Bonds / Court Dates:	9
Bonds Collected:	\$2,397.00
Letters:	212
Warrants Contacted:	68
Warrants Cleared:	64
Total Value:	\$21,983.70
Total Amount Collected:	\$12,403.60
Future Revenue:	\$7,015.10
Indigent / Time Served / Deceased:	\$2,565.00
Other Warrants Cleared:	36
Address Researched:	168
Arraignments:	0
Prisoner Transfers:	0
Prisoner Service calls:	0
Assist Patrol:	0
Out of the Office:	5
Vacation/Sick/Training/Holiday	



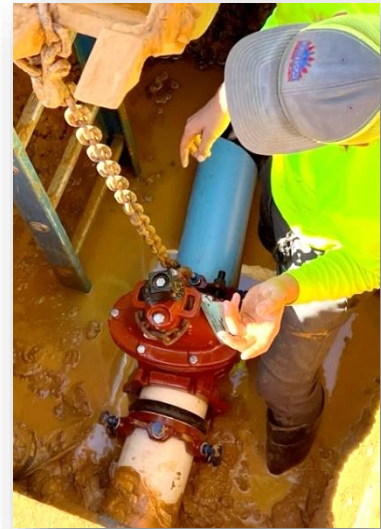


PUBLIC WORKS DEPARTMENT
TOWNOFPANTEGO.COM/PUBLICWORKS

MONTHLY REPORT **JANUARY 2023**

ADMINISTRATIVE, PROJECTS, AND ENGINEERING

- Replacement of fire hydrant, repair of concrete sidewalks and streets including Grant and Grand
- Monthly sewer main cleaning
- Monthly meter reading (auto and manual)
- Monthly Bac-T water samples and fire hydrant flushing completed for the month.
- Still doing repair and replacement of meters, awaiting parts from Mueller
- Lane booster pump is out of service; parts are on order
- Public Works has openings for a part-time Building Official and a full-time maintenance technician
- Repair water main at Bicentennial Park
- Removed Christmas tree from water tower



CERTIFICATES OF OCCUPANCY (CO)

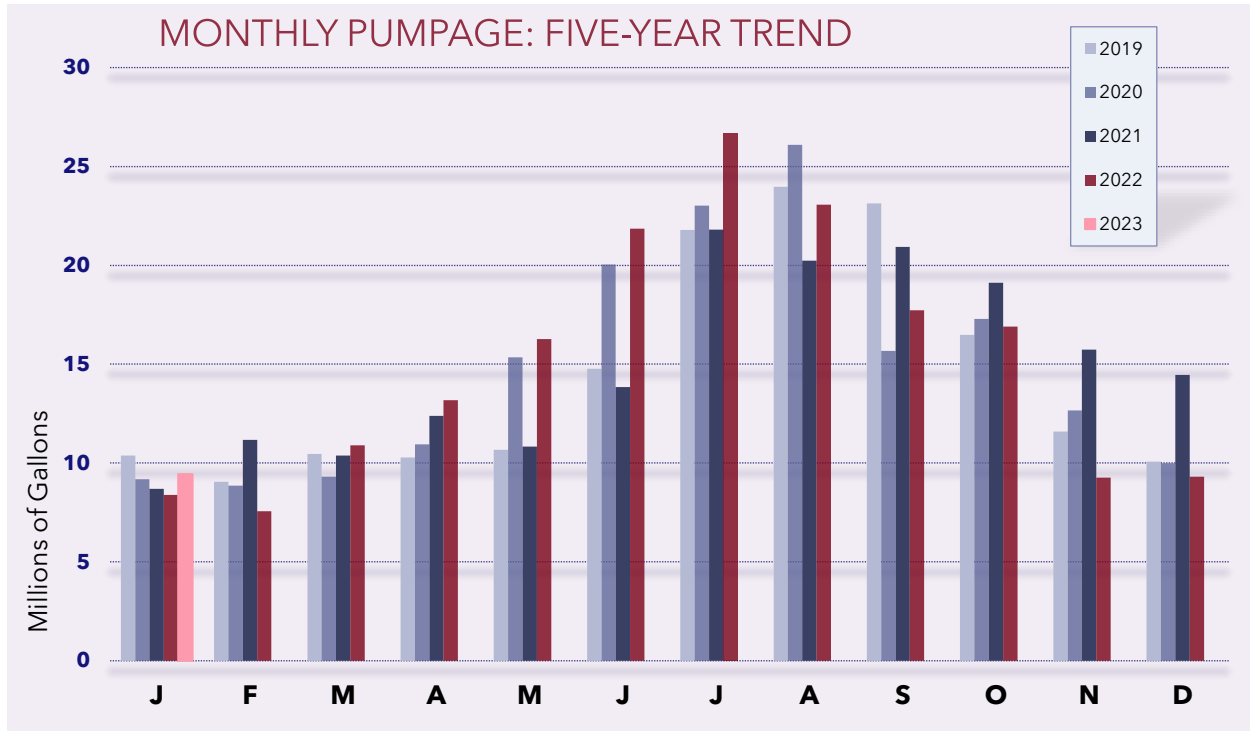
FIRE INSPECTION	BUSINESS TYPE	ADDRESS	NAME
1/6/2023	Consulting Office	3609 Smith Barry Rd Ste 400	iFORTRISS.com
1/10/2023	Food Service	3601 W Pioneer Pkwy	Taqueria Lizeth
1/20/2023	Restaurant	2220 W Park Row Dr Ste A	Alwadi Grill Kabobs. Gyros
1/24/2023	Beauty/Nail Salon	2230 W Park Row Dr Ste D1	Zenith Artistry Studio
1/24/2023	Accounting/Tax Office	2301 W Park Row Dr Ste B	Mance and Peters
1/25/2023	Day Care	2301 W Arkansas Ln	Kingdom C.A.R.E. Learning Center
1/25/2023	Auto	2405 W Arkansas Ln Ste C	Bespoke Automotive Design
1/27/2023	Credit Union	2427 W Pioneer Pkwy	Texas Trust Credit Union



PUBLIC WORKS DEPARTMENT
 TOWNOFPANTEGO.COM/PUBLICWORKS

UTILITY BILLING

	ACCOUNTS	WATER SEWER	SOLID WASTE	RECYCLING	PAST DUE
22-JAN	1,210	126,408.34	9,177.55	3,630.38	5,506.11
22-FEB	1,208	124,012.80	9,252.34	3,656.80	10,331.38
22-MAR	1,208	134,334.18	9,252.34	3,656.80	4,201.73
22-APR	1,212	129,973.28	9,180.24	3,605.40	5,850.27
22-MAY	1,212	129,973.28	9,180.24	3,605.40	5,850.27
22-JUN	1,212	144,987.56	9,180.24	3,605.40	9,454.06
22-JUL	1,217	181,533.95	10,311.09	3,093.49	47,585.73
22-AUG	1,217	172,175.89	10,311.09	3,093.49	47,585.73
22-SEP	1,217	163,593.75	9,984.86	2,944.91	45,180.47
22-OCT	1,211	146,697.51	9,969.30	2,954.45	46,532.64
22-NOV	1,209	139,538.58	9,688.19	2,909.52	52,439.15
22-DEC	1210	\$118,711.34	\$9,717.62	\$2,919.52	\$46,794.22
23-JAN	1226	\$122,2363.17	\$9,792.20	\$2,811.12	\$46,233.29





PUBLIC WORKS DEPARTMENT
TOWNOFPANTEGO.COM/PUBLICWORKS

CAPITAL IMPROVEMENT PLAN (CIP) PROGRESS

STREET IMPROVEMENT FUND				
PROJECT	STATUS	BUDGETED	YTD	REMAINING
COUNTY MILL & OVERLAY	AWAITING CONTRACT	\$ 125,000.00	\$ 0.00	\$ 125,000.00
LED TRAFFIC LIGHTS BOWEN & PARK ROW	AWAITING TC CONTRACT APPROVAL	\$ 75,000.00	\$ 0.00	\$ 75,000.00
WATER INFRASTRUCTURE FUND				
CHLORAMINE TRANSITION STUDY	KIMLEY HORN DRAFTING REPORT	\$ 25,000.00	\$ 306.99	\$24,693.01
16" WATER LINE REPLACEMENT	LINE CAPPED; NOTICE TO PROCEED ISSUED 5/9/22	\$ 728,570.00	\$ 0.00	\$728,570.00
PANTEGO ECONOMIC DEVELOPMENT CORPORATION (PEDC) FUND				
PARK ROW CROSSWALKS	PRELIMINARY DISCUSSIONS	TBD	TBD	TBD
GATEWAY SIGNAGE	PRELIMINARY DISCUSSIONS	TBD	TBD	TBD
MEDIAN ENDCAPS	PRELIMINARY DISCUSSIONS	TBD	TBD	TBD
CERTIFICATES OF OBLIGATION (CO) BOND PROJECTS				
ENGINEERING: KIMLEY-HORN	IN PROGRESS	\$ 354,900.00	\$ 333,853.75	\$ 21,046.25
303 WATER LINE REPLACEMENT	COMPLETE EXCEPT SOD REPLACEMENT	\$ 1,438,000.00	\$ 1,344,244.48	\$ 93,755.52
COUNTRY CLUB 8" SEWER	IN PROGRESS	\$ 90,000.00	\$ 84,306.00	\$ 5,694.00
KIDD/PEACHTREE 8" SEWER	PIPE BURSTING AND MANHOLE REPLACEMENT COMPLETED	\$ 330,000.00	\$ 231,527.80	\$ 98,472.20
NORA/COUNTRY CLUB STORM CIPP	COMPLETE EXCEPT SOD REPLACEMENT	\$ 532,800.00	\$ 580,137.50	[\$ 47,337.50]
ADDITIONAL ITEMS	MAINT. BOND, SWPPP, CONTINGENCY; 990 LF WATER LINE	\$ 347,434.00	\$ 300,714.81	\$ 46,719.19



PUBLIC WORKS DEPARTMENT
 TOWNOFPANTEGO.COM/PUBLICWORKS

RECENTLY COMPLETED PROJECTS

TOWN OF PANTEGO			
PROJECT	BUDGETED	YTD	REMAINING
Bowen @ Superior Project	14,000.00	31,452.00	[17,452.00]
Water Transition Study	40,700.00	40,700.00	0.00
Completed Project Totals	\$ 54,700.00	\$ 72,152.00	[\$ 17,452.00]

PANTEGO ECONOMIC DEVELOPMENT CORPORATION (PEDC)			
PROJECT	BUDGETED	YTD	REMAINING
CENTRAL PARK SWING SET TURF	14,164.00	14,164.00	0.00
ARCHWAY LIGHTING	13,560.00	13,560.00	0.00
ILLUMINATED STREET SIGNS	51,065.00	51,065.00	0.00
SPLASH PAD TURFING	22,915.20	20,832.00	2,083.20
EXERCISE AREA TURFING	12,046.10	14,494.62	[2,448.52]
SIGNAL POLE PAINTING BY BEAN ELECTRIC	27,225.00	27,225.00	0.00
Completed Project Totals	\$ 140,975.30	\$ 141,340.62	[\$ 365.32]



PUBLIC WORKS DEPARTMENT
TOWNOFPANTEGO.COM/PUBLICWORKS

PHOTOS FROM THE FIELD





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STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM **06 - 07. MAYOR & COUNCIL REPORTS AND ANNOUNCEMENTS**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JOE ASHTON, City Manager

BACKGROUND

The following items are listed on this portion of the agenda:

- (6)** Community Relations Board (CRB) Report
- (7)** Pantego Economic Development Corporation (PEDC) Report

FISCAL IMPACT

N/A

STAFF RECOMMENDATION

No action is needed. Staff will be available to answer any questions the Council may have regarding the attached.

ATTACHMENTS

1. CRB Report to Council
2. PEDC Report
3. Brander Analytics

CRB UPDATE FOR TOWN COUNCIL

FEBRUARY 2023

2023 CRB EVENT SCHEDULE

- Eggcellent Easter: Saturday April 8, from 2:00 to 4:00 p.m.
- Police Appreciation Week (combined with Fire Appreciation): May 15-19
- Movies in the Park: June, July, and August
CRB will coordinate with the Farmer's Market
- National Night Out (NNO): Tuesday, October 3
- Halloween Trunk-or-Treat: Saturday, October 28
- A Pantego Christmas: Saturday, December 2

CRB is excited to kick off 2023 with our "Eggcellent Easter" event! On Saturday, April 8, the Town of Pantego will be hosting the Easter Bunny and a variety of activities for residents and guests including (but not necessarily limited to): egg hunts, face painting, flowerpot planting, mini train rides, and a variety of food vendors. Please watch for more details. **The CRB would like to invite Mayor Brewster, the Town Council, Police, Fire, and all employees to attend!**



The board is working with Utility Support Specialist Christie Barris to distribute **"Welcome" bags to new residents** when they visit Town Hall to establish a water account. We are asking local businesses in Pantego to provide materials and/or coupons for the bags. We plan to also include a **"Year at a Glance"** flyer summarizing annual community events.

The **next CRB meeting** is scheduled for Tuesday, March 7 at 6:00 p.m.

JANUARY 2023 ECONOMIC DEVELOPMENT REPORT

UPCOMING EVENTS shoppantego.com/events | townofpantego.com/calendar

- **Easter Event:** Saturday, April 8, from 2:00 to 4:00 p.m.
- **Dine, Drink & Discover:** Friday, May 12, 2023
- **"Morning with the Mayor"** has been rescheduled to 8:00 a.m., Thursday, March 9, in the large conference room at the Greater Arlington Chamber of Commerce office
- **Date Night Farmer's Market** featuring [Katsuk](#) in the gazebo: Saturday, February 18, from 5:00 to 8:00 p.m.



RIBBON CUTTINGS & OPEN HOUSES

For sponsored ribbon cuttings, PEDC sends flowers and provides ribbon and ceremonial scissors. The Mayor, Council, PEDC Board, City Manager, directors, and staff are all encouraged to attend. You can subscribe to the Shop Pantego calendar at shoppantego.com/events. We continue efforts to establish this calendar as the "go to" place for all Pantego events and appreciate each of you encouraging businesses to add their items.

- **UPCOMING:** Texas Trust Credit Union (at Bowen and Pioneer): Tuesday, February 28, at 10:00 a.m.: They will be closing the office behind Tom Thumb and opening this new location in February. All inspections are complete.
- **RECENT:** PCA 60th Anniversary and Next Level Ribbon Cutting on January 24 was well-attended by staff, board members, and the Council. Mayor Brewster and Dr. Kathy Farrell both spoke, and we are thankful to everyone who stopped by.

MEETINGS

- January [PEDC](#)
- [Pantego Business Alliance \(PBA\)](#)
- Alexis from BrandEra on [Dine, Drink & Discover](#)



CO'S ISSUED OR CHANGED

1/20/2023	Restaurant	2220 W Park Row Dr Ste A	Alwadi Grill Kabobs. Gyros
1/24/2023	Accounting and Tax Office	2301 W Park Row Dr Ste B	Mance and Peters

CATHY S. ALLEN
Economic Development Coordinator
callen@shoppantego.com

MILESTONES, AWARDS & ANNIVERSARIES

- Jazy Jems celebrates 21 years on February 11
- Dr. Jeckyll's Beer Lab celebrates 3 years on February 11
- David's Barbecue celebrates 113 years [Tuesday, February 21](#), with \$1.13 sandwiches (*one per customer, dine in only*)
- A huge congratulations to [Fattoush](#) >> for being included in the [Observer's](#) top 100 DFW restaurants and coming in as #62 in [Yelp's top 100 restaurants in the nation!](#) Please stop by and thank Bashar and his wife and co-owner Marwa for being in Pantego since 2017 and try their delicious menu. I am confident the new shopping center owners will help Fattoush continue to thrive.

62. [Fattoush Mediterranean Kitchen](#), Pantego, Texas



Tucked away in a strip mall southwest of Dallas, this "hidden gem" is touted by dozens of reviewers as serving "the best Mediterranean food" they've ever had. So good, in fact, that folks like Yelper [John S.](#) make a 30-40-minute drive just to get their fill.

- Please make an effort to stop by and thank our Pantego businesses. In February, I'd suggest the ribbon cutting at Texas Trust, [David's Barbecue's sandwich special](#), and a meal at [Fattoush](#). Don't forget to tell your friends and family that we have one of Yelp's top 100 restaurants! You can also show some 'love' for our businesses by buying valentine gifts, cards, flowers, or jewelry.

ACTIVITIES & CONTACTS

- [Four Seasons Markets](#) has expressed an interest in hosting events of 20 to 50 vendors either in Bicentennial or a vacant retail space. Though not required, they do have a potential liquor vendor. I referred them to Joe and Tori and emailed Max Lovern, owner of Four Seasons Shopping Center, regarding the potential for a large open-air space in his center but have not heard back yet.
- Spoke with Chef Deron Kawamoto of [Redneck Ronin](#)
- There was interest in a vape shop on Pioneer but it was not zoned appropriately
- Todd Tarver of SLM/KTM is moving forward improvements to his Arkansas Lane site
- Bill Biesel asked for information on owner of land on Arkansas Lane
- Provided information to Leslie for the resident [newsletter](#)
- Met with BrandEra regarding [Dine, Drink & Discover](#) planning, February [social media posts](#), Wrap Up the Holidays lists being [added into Constant Contact](#), the [business questionnaire](#), and potentially delaying the video shoot to later spring

CATHY S. ALLEN

Economic Development Coordinator
callen@shoppantego.com

TOWNOFPANTEGO.COM/PEDC | SHOPPANTEGO.COM

- Spoke with Jack at Ray Givens State Farm regarding [Shop Pantego calendar](#), curation of [businesses](#) on the Shop Pantego website, and the [Constant Contact subscriber list and emails](#); and offered a referral for driveway repairs at new location
- As a courtesy, Joe had [Code Enforcement](#) follow up with a business on Pioneer having heating issues
- Larissa Peterson, Manager of the Runner, was one of four nominees interviewed for a Greater Arlington Chamber of Commerce [Rising Star Award](#). The winner will be announced during the Women’s Alliance luncheon on March 3. The Town is a sponsor of this event and attendees will include Larissa, Erin Bergin, Amy Wade, Leslie Galloway, Sandra Overstreet, and myself.

The Rising Star Award is given by the Greater Arlington Chamber’s Women’s Alliance to recognize women who are paving the way for positive change. As with the Hero Award, these women are strong leaders who put the community’s needs above their own in order to bring people together to facilitate growth and community prosperity.

- Spoke with Maureen Maidlow regarding a coffee shop
- Visited with John Valentine regarding possible coffee shop at Dr. Jeckyll’s Beer Lab
- Coordinating with Tori and staff regarding [Dine, Drink & Discover](#)
- Spoke with Texas Trust marketing and public relations contacts



We Love to Call Pantego “Home!”

Many businesses call Pantego home. Long time resident, **David’s Barbecue** is celebrating 113 years of happy customers. **The Runner** has called Pantego home for 45 years. And then there are **Jo-Ed’s Bomber** and **Mountain Sports** celebrating 50 or more years in Pantego!

Feb. 2
Ladies Night Out

Feb. 4
A Chica Power Fitness and Nutrition Vendor Event

Feb. 5
Galentine’s Day Brunch benefitting United Performing Arts Center

Feb. 11
Jazzy Jems’ 21st Birthday Celebration

Feb. 18
Farmer’s Market at Bicentennial Park

Feb. 21
David’s Barbecue’s 113th Anniversary with \$113 sandwiches

Feb. 17-21
Cajun Corner’s Mardi Gras Celebration

See website calendar for more details.

 shoppantego.com
 [/shoppantego](https://www.facebook.com/shoppantego)
 [@shop_pantego](https://www.instagram.com/shop_pantego)

**FEBRUARY’S AD FOR
‘ARLINGTON TODAY’ BY
BRANDERA >>**

CATHY S. ALLEN
Economic Development Coordinator
callen@shoppantego.com

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Social Media Video Campaign Analytics for Shop Pantego



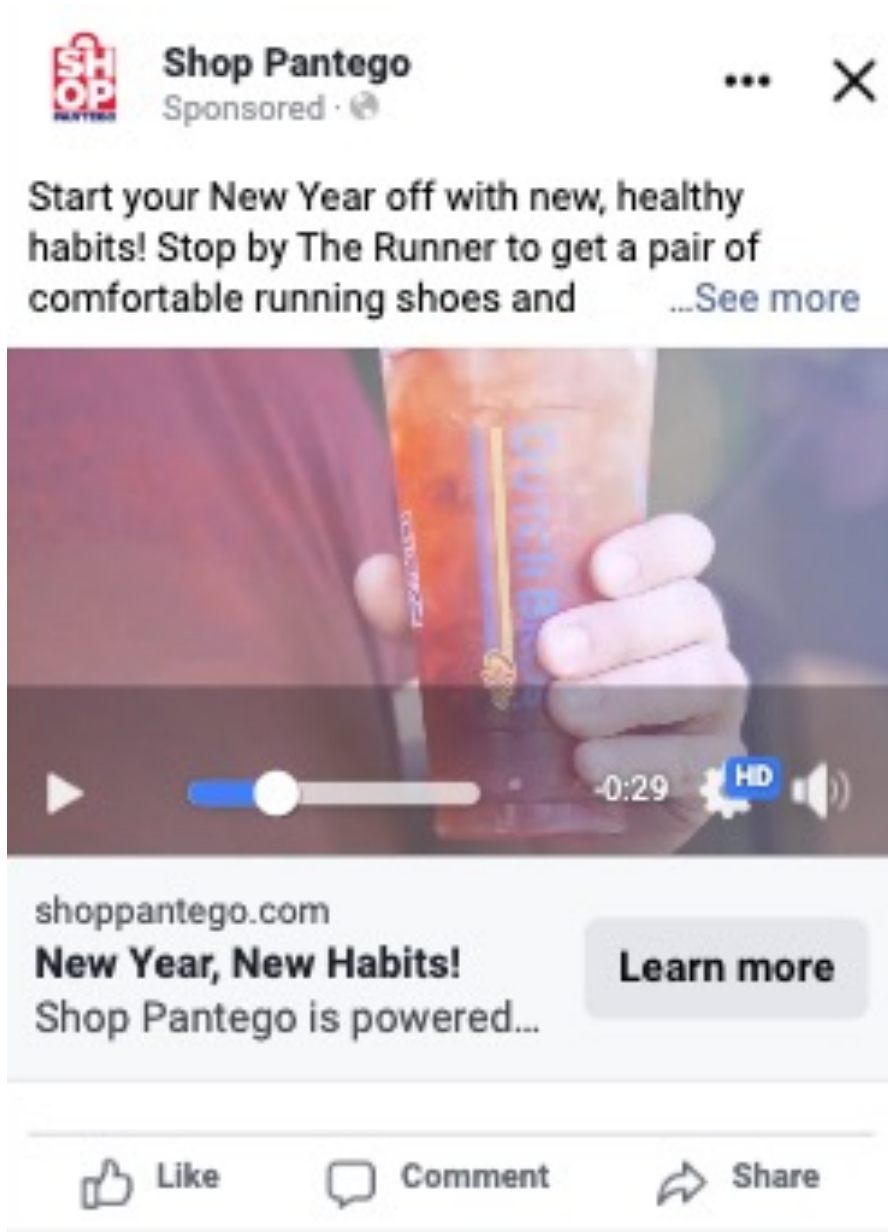
Developed by



BRANDERA

January 5-18, 2023

Facebook/Instagram Video Ad



Goal: ThruPlays
15,854 Impressions
6,364 Reach
12,970 ThruPlays



Social Media Analytics for Shop Pantego



Developed by



BRANDERA

January 2023

Facebook

2,135 Followers

69,936 People Reached

2,914 Engagements

27 Posts



Top Performing Facebook Post

 **Shop Pantego**
January 9 at 4:25 PM · 🌐

We'd like to congratulate [Kraft'n R Us](#) on its grand opening and becoming a part of Pantego's small business community this past weekend! There was a ribbon-cutting ceremony where Economic Development Coordinator, Cathy Allen, and City Councilman, Gregg Kidd, were in attendance, as well as friends and vendors who helped make this possible. This custom apparel and craft store is officially open for business! So gather your friends and get ready to get creative! 🧑‍🎨 🛠️ (Location: 3610 Smith Barry Rd Suite 102, Pantego, TX 76013)



📈 Boost this post to reach up to 330 more people if you spend \$14. [Boost post](#)

 Tommy Nolan-Teasdale, Brad Rupay and 41 others 2 comments 9 shares

3,314 People Reached
888 Engagements
117 Reactions
9 Shares



Facebook Ad



Goal: Reach
150,277 Impressions
86,417 Reach



Instagram

675 Followers

3,483 People Reached

474 Engagement (Likes & Reactions)

19 Posts



Top Performing Post



Instagram Reel
1,347 People Reached
78 Engagements
(Likes & Reactions)



Social Media Video Campaign Analytics for Shop Pantego



Developed by



BRANDERA

January 23-February 5, 2023

Facebook/Instagram Video Ad

SHOP Pantego
Sponsored · 🌐

Start your day off right by sleeping in and then heading to Simply Divune for a delicious brunch. If you're looking for a new ...See more

shoppantego.com
Treat Your Taste Buds in Pantego! [Learn more](#)

Like Comment Share

Goal: ThruPlays
16,002 Impressions
7,036 Reach
13,114 ThruPlays



PAN
2/9/23

Shop Pantego Social Media Video Campaign (Spring Break)

[Headline] **It's a Spring Break Getaway in Pantego!**

Video:



<https://vimeo.com/manage/videos/752317924/6be8cb5943>

Copy:

Spring Break is around the corner and all the fun activities you're looking for are right here in Pantego! Enjoy the beautiful weather with family at @Bicentennial Park. Then, cool off with some delicious ice cream from @Mad Mikes Ice Cream Shop. Show off your creativity at @Creative Hands! Pantego is a "getaway" for the whole family... without the road trip!
#ShopPantego #ShopLocal #ShopSmall #SpringBreak #PantegoTx

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM

08. PRESENTATION BY LIEUTENANT KONSTANTIN OF THE SALVATION ARMY NORTH TEXAS REGARDING PARTICIPATION IN THE MAYORAL RED KETTLE CHALLENGE

MEETING DATE

MONDAY, FEBRUARY 27, 2023

PRESENTER

JOE ASHTON, City Manager

BACKGROUND

As the Council is aware, the Mayor participates in the Salvation Army's annual Mayoral Red Kettle Challenge. Lt. Konstantin has requested that this item be placed on the agenda so that he may express his organization's gratitude for your participation.

FISCAL IMPACT

N/A

STAFF RECOMMENDATION

No action necessary.

ATTACHMENTS

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM **09 - 10. CONSENT AGENDA**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JOE ASHTON, City Manager

BACKGROUND

The following items are listed on this portion of the agenda:

- (8) Approval of Purchase Order Requests and Accounts Payable over \$5,000 and acceptance of those \$1,000 - \$5,000 previously approved by the City Manager
- (9) Approval of minutes from January 23, 2023

Payables are available at www.townofpantego.com/payables.

FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff would recommend approval of the Consent Agenda as presented.

ATTACHMENTS

1. Payables www.townofpantego.com/payables
2. Minutes - January 23, 2023

MAYOR RUSSELL BREWSTER
MAYOR PRO TEM JEFF BROWN, PLACE 5
TORI ROEMMICH, PLACE 1
TYLER LOE, PLACE 2
MIKE DUNCAN, PLACE 3
GREGG KIDD, PLACE 4
CITY MANAGER JOE ASHTON



TOWN COUNCIL MINUTES

REGULAR SESSION | MONDAY, JANUARY 23, 2023 AT 6:30 P.M.
TOWN COUNCIL CHAMBERS | 1614 S BOWEN ROAD, PANTEGO, TX 76013

Constituting a quorum, the following members of the Town Council were present:

		PRESENT	ABSENT
	Mayor Russell Brewster	X	
Place 5	Mayor Pro Tem Jeff Brown	X	
Place 1	Councilmember Tori Roemmich	X	
Place 2	Councilmember Tyler Loe	X	
Place 3	Councilmember Mike Duncan	X	
Place 4	Councilmember Gregg Kidd	X	

Staff and consultants present at or dialing into the meeting included:

		PRESENT	ABSENT
City Manager	Joe Ashton	X	
City Secretary	Leslie E. Galloway	X	
Finance Director	Sean Smith	X	
Police Chief	John Coulter	X	
Deputy Fire Chief & EMC	Rob Franklin	X	
Public Works Director	Bob Neal	X	
Court Administrator	Thressa Householder	X	
Human Resources Director	Sandra Overstreet	X	
Town Engineer	Stuart Williams of Kimley Horn	X	

I. CALL TO ORDER AND WELCOME

Mayor Brewster called the meeting to order at 6:30 p.m., welcomed attendees, and reminded anyone wishing to speak to submit a speaker request form.

II. WORK SESSION

A. CITY MANAGER'S REPORT

City Manager Joe Ashton stated that our first responders would assist with processions for Dalworthington Garden's Assistant Fire Chief Robert "Bubba" Sells' funeral and reminded everyone of the PCA ribbon cutting. Mayor Brewster noted staff vacancies included in the report.

B. STAFF REPORTS AND ANNOUNCEMENTS

(1) Finance Department

There was no discussion at this time.

(2) Fire Department

In response to a question from Councilmember Roemmich, Fire Chief Randy Fulton stated that staff was working toward a mutual aid agreement with Dalworthington Gardens. Mayor Pro Tem Jeff Brown and Councilmember Loe stated that they had questions regarding the sale of the reserve engine.

(3) Police Department

There was no discussion at this time.

(4) Municipal Court

In response to a question from Councilmember Roemmich, Municipal Court Administrator Theresa Householder stated that staff was finalizing details and needs before advertising for bids on a potential remodel.

(5) Public Works

In response to a question from Councilmember Roemmich, Public Works Director Bob Neal stated that Arrowhead and Country Club repairs were complete except one area, which would be delayed by incoming weather.

C. MAYOR AND COUNCIL REPORTS AND ANNOUNCEMENTS

- **COUNCILMEMBER TORI ROEMMICH, PLACE 1**, thanked attendees and praised police and fire for response to a recent incident.
- **COUNCILMEMBER TYLER LOE, PLACE 2**, thanked attendees and staff.
- **COUNCILMEMBER MIKE DUNCAN, PLACE 3**, thanked attendees and praised police for reliable patrols of neighborhood.
- **COUNCILMEMBER GREGG KIDD, PLACE 4**, praised police for neighborhood patrols, thanked public works for their work on TCEQ testing and compliance, and thanked attendees and staff.
- **MAYOR PRO TEM JEFF BROWN, PLACE 5**, thanked attendees and staff, noting that he was looking forward to a productive 2023.
- **MAYOR RUSS BREWSTER**, thanked attendees, staff, Council, and praised the first responders, noting his gratitude that Pantego is a full-service community.

(6) Community Relations Board (CRB) Report

Councilmember Kidd stated that CRB did not meet in January but will discuss the Easter event and dates for other annual events at their February meeting.

(7) Pantego Economic Development Corporation (PEDC) Report

Councilmember Roemmich stated that the board created a subcommittee for planned basketball court area improvements, that installation of benches on Park Row was delayed, that she met with staff regarding marquis signs and plantings at Bicentennial Park and along Pioneer Parkway (Spur 303), and that staff was applying for a grant for crosswalks along Park Row. Mayor Pro Tem Jeff Brown added that the board expected to hear about any grant award around October.

D. DISCUSSION ITEMS AND REQUESTS FOR CLARIFICATION

There was no discussion at this time.

III. REGULAR SESSION

Mayor Brewster opened the Regular Session at 6:40 p.m.

E. PLEDGE AND INVOCATION, LED BY COUNCILMEMBER KIDD

F. OPEN FORUM

- Randy Aldriedge, 1305 Sylvan Court, Arlington, TX 76012, spoke regarding concerns surrounding his planned development of 2600 W Park Row and 2517 Miller Lane.
- Sheila Gales, 3415 Peachtree Lane, requested that a public transportation service be offered, asked about service line warranties, and noted needed street repairs.

G. CONSENT AGENDA

- (8)** Approval of Purchase Order Requests and Accounts Payable over \$5,000 and acceptance of those \$1,000 - \$5,000 previously approved by the City Manager
- (9)** Approval of minutes from December 12, 2022
- (10)** Approval of minutes from January 04, 2023

MOTION TO APPROVE. ACTION CONSENT AGENDA AS PRESENTED. MOVED BY KIDD. SECONDED BY MAYOR PRO TEM BROWN. MOTION PASSED UNANIMOUSLY (5-0-0).

H. DECISION AND ACTION ITEMS

- (11)** Consider authorizing the City Manager to submit preliminary applications for “Park Row Drive at Bowen Road Intersection Improvements” and “Park Row Drive Pedestrian Safety Improvements” to the Texas Department of Transportation (TxDOT) in response to a call for projects under the 2023 Transportation Alternatives (TA) program

City Manager Joe Ashton stated that this grant funding could provide an 80% match, with a local match of \$138,600. Mayor Pro Tem Jeff Brown noted the importance of grants for these projects. Town Engineer Stuart Williams of Kimley Horn stated that this TxDOT was expected to move forward chosen preliminary applications by March 27 and the second round of applications would have a deadline of June 5, with funding expected in fall of 2023.

MOTION TO APPROVE. ACTION AUTHORIZE THE CITY MANAGER TO SUBMIT PRELIMINARY APPLICATIONS FOR “PARK ROW DRIVE AT BOWEN ROAD INTERSECTION IMPROVEMENTS” AND “PARK ROW DRIVE PEDESTRIAN SAFETY IMPROVEMENTS” TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) IN RESPONSE TO A CALL FOR PROJECTS UNDER THE 2023 TRANSPORTATION ALTERNATIVES (TA) PROGRAM. MOVED BY MAYOR PRO TEM BROWN. SECONDED BY LOE. MOTION PASSED UNANIMOUSLY (5-0-0).

- (12)** Consider approval of Ordinance No. 2023-901, calling for a general election for the purpose of electing a Mayor, Town Council Place 4, and Town Council Place 5 to be held Saturday, May 6, 2023; and authorizing the Mayor to enter into a joint election agreement with Tarrant County Elections

City Manager Ashton noted that this regular election was for two-year terms.

MOTION TO APPROVE. ACTION ADOPTION OF ORDINANCE NO. 2023-901, CALLING FOR A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A MAYOR, TOWN COUNCIL PLACE 4, AND TOWN COUNCIL PLACE 5 TO BE HELD SATURDAY, MAY 6, 2023; AND AUTHORIZING THE MAYOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY ELECTIONS. MOVED BY LOE. SECONDED BY ROEMMICH. MOTION PASSED UNANIMOUSLY (5-0-0).

- (13)** Discuss and consider adoption of Ordinance No. 2023-902, amending the Code of Ordinances, Chapter 1 “General Provisions,” Article 1.03 “Town Council,” Division 2 “Meetings,” Section 1.03.032 “Time; Special meetings” to state that regular meetings of the Town Council shall be held at 6:30 p.m. on the fourth Monday of each month

City Manager Joe Ashton stated that staff would suggest moving to a single regular monthly meeting with special meetings called as needed.

MOTION TO APPROVE. ACTION ADOPTION OF ORDINANCE NO. 2023-902, AMENDING THE CODE OF ORDINANCES, CHAPTER 1 “GENERAL PROVISIONS,” ARTICLE 1.03 “TOWN COUNCIL,” DIVISION 2 “MEETINGS,” SECTION 1.03.032 “TIME; SPECIAL MEETINGS” TO STATE THAT REGULAR MEETINGS OF THE TOWN COUNCIL SHALL BE HELD AT 6:30 P.M. ON THE FOURTH MONDAY OF EACH MONTH. MOVED BY ROEMMICH. SECONDED BY DUNCAN. MOTION PASSED UNANIMOUSLY (5-0-0).

- (14)** Consider authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Arlington Fire Department authorizing Pantego Fire Department staff to utilize AFD’s reporting software when responding to events within the Arlington jurisdiction

Fire Chief Randy Fulton stated that previously, PFD and AFD used different platforms but that AFD recently transitioned to using our software and now seek to assign each of our staff access their system to enter reports when

rendering mutual aid in their jurisdiction. In response to a question from Mayor Brewster, Chief Fulton stated that our staff would still use our system for Pantego calls and reporting would still be separately available.

MOTION TO APPROVE. ACTION AUTHORIZE THE CITY MANAGER TO ENTER INTO AN MOU WITH AFD AUTHORIZING PFD STAFF TO UTILIZE AFD'S REPORTING SYSTEM WHEN RESPONDING WITHIN ARLINGTON. MOVED BY KIDD. SECONDED BY LOE. MOTION PASSED UNANIMOUSLY (5-0-0).

- (15) Discuss and consider authorizing the City Manager to execute any necessary documents related to the acceptance of a bid from Brindlee Mountain in the amount of \$250,000 for the purchase of the current reserve fire truck, a 2010 Pierce 75-foot Quint; and to separately enter into an agreement for purchase of a replacement reserve fire engine, upon recommendation of the Fire Chief, in an amount not to exceed \$15,000

Fire Chief Randy Fulton stated that driving the reserve engine - a 2010 Pierce 75-foot aerial - was significantly different than the frontline pumper engine due to weight and dimensions and that, because of the minimal usage of the reserve, maintenance had become a cost issue. He recommended the sale of the reserve aerial truck to be replaced by a used pumper engine similar to the frontline. There was discussion of the sales price, the cost a used pumper, costs to outfit a used engine, allocation of the revenue expected to result from this change, the lack of need for a ladder truck, capital replacement plans for apparatus, and the timeline for receiving newly ordered fire trucks.

MOTION TO APPROVE. ACTION AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE ACCEPTANCE OF A BID FROM BRINDLEE MOUNTAIN IN THE AMOUNT OF \$250,000 FOR THE PURCHASE OF THE CURRENT RESERVE FIRE TRUCK, A 2010 PIERCE 75-FOOT QUINT; AND TO SEPARATELY ENTER INTO AN AGREEMENT FOR PURCHASE OF A REPLACEMENT RESERVE FIRE ENGINE, UPON RECOMMENDATION OF THE FIRE CHIEF, IN AN AMOUNT NOT TO EXCEED \$15,000. MOVED BY ROEMMICH. SECONDED BY KIDD. MOTION PASSED UNANIMOUSLY (5-0-0).

IV. EXECUTIVE SESSION

The Council recessed to Executive Session, pursuant to Section 551.074, from 7:21 p.m. to 7:42 p.m.

- (16) City Secretary Performance Evaluation

V. RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION PURSUANT TO EXECUTIVE DISCUSSION, IF NECESSARY

Mayor Brewster reconvened at 7:42 p.m. and opened the floor for any motions.

MOTION TO APPROVE. ACTION APPROVE CITY MANAGER TO EXECUTE THE DECISIONS MADE IN EXECUTIVE SESSION ABOUT CITY SECRETARY LESLIE GALLOWAY. MOVED BY MAYOR PRO TEM JEFF BROWN. SECONDED BY LOE. MOTION PASSED UNANIMOUSLY (5-0-0).

VI. COUNCIL INQUIRY

Councilmember Loe stated that neighbors had requested an additional stop sign on Wagonwheel Trail because of speeding.

VII. ADJOURNMENT

Mayor Brewster adjourned the meeting at 7:43 p.m.

ATTEST:

APPROVED:

CITY SECRETARY LESLIE E. GALLOWAY, TRMC

RUSS BREWSTER, MAYOR BREWSTER

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM **11. ACCEPTANCE OF CERTIFICATION OF UNOPPOSED CANDIDATES BY THE CITY SECRETARY**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

LESLIE E. GALLOWAY, City Secretary

BACKGROUND

As the Council is aware, the filing deadline for the May 6, 2023 election was 5:00 p.m., Friday, February 17. At that time, my office had received only one candidate filing for each race. As all candidates are running unopposed, the Town's general election can be cancelled. To initiate the cancellation, the City Secretary must first present to the Council, during a public meeting, a Certification of Unopposed Candidates (attached).

Following receipt of a proper certification from the person charged with preparing the ballot (in this case, the City Secretary), Election Code § 2.053 requires that the governing body cancel the election and declare unopposed candidates as elected to office.

These ministerial tasks can be accomplished via passage of the ordinance that is presented as the next item on this agenda.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends a motion indicating the Council's formal approval of this Certification of Unopposed Candidates.

ATTACHMENTS

1. Certification of Unopposed Candidates



OFFICE OF THE CITY SECRETARY
 1614 S BOWEN ROAD | PANTEGO, TEXAS 76013
 OFFICE: 817-617-3706 | CITYSECRETARY@TOWNOFPANTEGO.COM | FAX: 817-617-3726


CERTIFICATE OF UNOPPOSED CANDIDATES

TO: PRESIDING OFFICER OF GOVERNING BODY
AL: PRESIDENTE DE LA ENTIDAD GOBERNANTE

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de mayo de 2023.

Offices Cargos	Candidates Candidatos
Mayor Alcalde	Russell S. Brewster
Town Council, Place 4 Concejal, Lugar 4	Gregg Kidd
Town Council, Place 5 Concejal, Lugar 5	Jeff Brown



SIGNATURE
FIRMA

LESLIE E. GALLOWAY

PRINTED NAME
NOMBRE EN LETRA DE MOLDE

CITY SECRETARY

TITLE
PUESTO

February 23, 2023 // 23 de febrero de 2023

DATE OF SIGNING
FECHA DE FIRMA



STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM

12. APPROVAL OF ORDINANCE NO. 2023-903, ACCEPTING CERTIFICATE OF UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR, TOWN COUNCIL PLACE 4, AND TOWN COUNCIL PLACE 5; DECLARING THE MAY 6, 2023 GENERAL ELECTION CANCELLED FOR THESE THREE SEATS AND DECLARING THE UNOPPOSED CANDIDATES ELECTED TO OFFICE

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

LESLIE E. GALLOWAY, City Secretary

BACKGROUND

This item is related to the previous one. On January 23, via adoption of Ordinance 2023-901, the Council ordered that a general election be held May 6, 2023, for the purposes of electing a Mayor and Council Places 4 and 5. All required notices including the "Order of Election" and "Notice of Deadline to File Applications For a Place on the Ballot" were posted in accordance with applicable laws on the notice board outside Town Hall and at townofpantego.com/election.

Following Council's receipt of the previous item (Certification of Unopposed Candidates), **adoption of the attached ordinance cancels this previously ordered election and declares the following duly elected:**

- **Mayor Russell S. Brewster**
- **Gregg Kidd, Town Council Place 4**
- **Jeff Brown, Town Council Place 5**

Because Pantego is a Type A General Law Municipality, Oaths of Office and Certificates of Election can be administered no sooner than the sixth day following election day (even if the election is cancelled). If this ordinance is adopted, during the regular meeting on May 22, 2023, those named above will be sworn into a new two-year term through May 2025.

FISCAL IMPACT

The Adopted FY2023 Budget allocates \$4,250 to Election Expenses (Line item 712.00 on page 27). Following passage of this ordinance, staff will not need to contract with Tarrant County Elections and, therefore, does not expect to incur any costs in this line item.

STAFF RECOMMENDATION

Staff would recommend approval as presented and will be available to answer any questions the Council may have.

ATTACHMENTS

1. Ordinance 2023-903 - Cancellation of Election and Declaring Unopposed Candidates Elected

ORDINANCE NO. 2023-903

AN ORDINANCE OF THE TOWN OF PANTEGO, TEXAS, ACCEPTING CERTIFICATE OF UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR, TOWN COUNCIL PLACE 4, AND TOWN COUNCIL PLACE 5; DECLARING THE MAY 6, 2023 GENERAL ELECTION CANCELLED FOR THESE THREE SEATS AND DECLARING THE UNOPPOSED CANDIDATES ELECTED TO OFFICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR POSTING OF NOTICE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Pantego, Texas (the "Town") is a Type A General Law municipality located in Tarrant County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, via adoption of Ordinance No. 2023-901 on January 23, 2023, a general election was ordered to take place on May 6, 2023, at which time registered voters would elect persons to fill the offices of Mayor, Town Council Place 4, and Town Council Place 5; and

WHEREAS, pursuant to Sections 143.007 and 146.054, Texas Election Code, the deadlines for filing applications for a place on the ballot and declaration of write-in candidacy for the City's General Election have expired; and

WHEREAS, when the filing period for said general election ended at 5:00 p.m. on Friday, February 17, 2023, only one person had filed for candidacy in each place; and

WHEREAS, pursuant to Texas Election Code § 2.052, the City Secretary has certified in writing to the Town Council that Russell S. Brewster is unopposed for election to the office of Mayor, that Gregg Kidd is unopposed for election to the office of Town Council Place 4, and that Jeff Brown is unopposed for election to the office of Town Council Place 5; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2 of the Texas Election Code, authorizes the Town Council to declare those candidates who filed elected to office and compels the Council to cancel the previously ordered general election; and

WHEREAS, the Town Council hereby finds and determines these three candidates whose names were to appear on the ballot in said election are unopposed, there are no declared write-in candidates, and no propositions are to appear on the ballot for said election.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, THAT:

SECTION 1.

In accordance with Section 2.053(a), Texas Election Code, the following candidates, who are unopposed in the May 6, 2023 general election, are hereby declared duly elected to the representative offices shown, and shall be issued certificates of election following May 6, 2023, the date that the General Election for Mayor, Place 4, and Place 5 would have been held:

Russell S. Brewster, Mayor
Gregg Kidd, Place 4
Jeff Brown, Place 5

SECTION 2.

Pursuant to Section 2.053(b), Texas Election Code, the May 6, 2023 general election for Mayor, Place 4, and Place 5, ordered to be held by Ordinance No. 2023-901 is cancelled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place used or that would have been used in the election.

SECTION 3.

The candidates-elect so named in Section One of this Ordinance shall be administered the Oath of Office at Pantego Town Hall and may exercise the duties of office at the beginning of the first regular meeting of the Town Council after May 6, 2023, the date which the General Election for Mayor, Place 4, and Place 5 would have been held.

SECTION 4.

The facts and matters set forth in the preamble of this Ordinance and Order of Cancellation are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 5.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining, phrase, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6.

This ordinance shall be in full force and effect from and after its passage.

PASSED AND APPROVED ON THIS 27TH DAY OF FEBRUARY, 2023, BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

MAYOR RUSSELL BREWSTER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY CARVAN E. ADKINS, TOASE

CITY SECRETARY LESLIE E. GALLOWAY

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM

13. CONSIDER APPROVAL OF RESOLUTION NO. 2023-02, AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE ALLERGAN, WALMART, CVS, WALGREENS, JANSSEN, DISTRIBUTORS, ENDO, AND TEVA SETTLEMENTS AND ANY FUTURE OPIOID SETTLEMENTS NEGOTIATED BY THE STATE

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JOE ASHTON, City Manager

BACKGROUND

The State of Texas negotiated settlements with the above entities to compensate for their role in the national opioid epidemic.

TOASE estimates that the Town should be receiving around \$77,000, although the exact amount will change. That money will be earmarked for use in abatement, generally it will be restricted to opioid remediation, prevention, and education.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution 2023-02 - Opioid Settlement
2. List of Approved Uses of Funding

RESOLUTION NO. 2023-02

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE ALLERGAN, WALMART, CVS, WALGREENS, JANSSEN, DISTRIBUTORS, ENDO, AND TEVA SETTLEMENTS AND ANY FUTURE OPIOID SETTLEMENTS NEGOTIATED BY THE STATE ATTORNEY GENERAL; AND ADOPTING THE TEXAS TERM SHEET, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pantego (“Town”) is a home rule Town acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town has 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, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the Town; 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 (the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, the State of Texas has negotiated a settlement agreement with Allergan Finance, LLC and Allegan Limited (collectively “Allergan”), resolving litigation and potential litigation Allergan and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with defendant Walmart Inc., (“Walmart”), resolving litigation and potential litigation between Walmart and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with defendants CVS Health Corporation and CVS Pharmacy, Inc., (collectively “CVS”), resolving litigation and potential litigation between CVS and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with defendant Walgreens Company, (“Walgreens”), resolving litigation and potential litigation between Walgreens and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with defendants Johnson and Johnson Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., (collectively “Janssen”), resolving litigation and potential litigation between Janssen and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with Defendants

McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, (collectively “Distributors”), resolving litigation and potential litigation between Distributors and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with Endo Health Solutions Inc., Endo Pharmaceuticals Inc. Endo International plc, Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc, (collectively “Endo”), resolving litigation and potential litigation between Endo and the State and its subdivisions; and

WHEREAS, the State of Texas has negotiated a settlement agreement with Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cupric Holding Co., Inc., Teva Pharmaceutical Holdings Cooperative U.A., Teva Pharmaceuticals Europe B.V., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., Warner Chilcott Co., LLC, Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc. f/k/a Watson Laboratories Inc.-Salt Lake Town, Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida, and Anda, Inc., (collectively “Teva”), resolving litigation and potential litigation between Teva and the State and its subdivisions.

WHEREAS, it is anticipated that future litigation may occur involving other drug manufacturers, distributors, and pharmacies related to fraudulent and/or reckless marketing, sales, or distribution of opioids that could result in a significant financial cost to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, THAT:

SECTION 1.

The Town Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the Town. The Town Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet, attached hereto as Exhibit A. The Town Council understands that the purpose of the 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 in Exhibit A. The Town Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under the 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 Town and throughout Texas.

SECTION 2.

The Town Council hereby authorizes the City Manager to execute on the Town’s behalf the Subdivision Settlement Participation Forms as related to settlements with Allergan, Walmart, CVS, Walgreens, Janssen, Distributors, Endo, and Teva, attached hereto as Exhibit B. The City Manager is further authorized to execute any and all future opiate abatement settlements.

SECTION 3.

Upon execution of the Subdivision Settlement Participation Forms, the City Manager is authorized to submit executed copies, along with this Resolution (including Exhibits), to the Office

of the Attorney General, as required for participation in these settlements.

SECTION 4.

The Town Council further authorizes the City Manager to execute on the City's behalf any future opioid lawsuit settlements proposed by the State Attorney General that are deemed to be beneficial in assisting the City offset financial costs incurred from fraudulent and/or reckless marketing, sales, or distribution of opioids.

SECTION 5.

This Resolution shall become effective upon its passage.

PASSED AND APPROVED THIS ___ DAY OF _____, 2023.

Russell Brewster, Mayor

ATTEST:

Leslie Galloway, City Secretary

RESOLUTION NO. 2023-02
“EXHIBIT A”
TEXAS TERM SHEET

RESOLUTION NO. 2023-02
“EXHIBIT A”
TERM SHEET

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.

5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

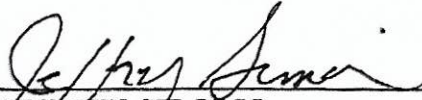


KENNETH PAXTON, JR.
ATTORNEY GENERAL

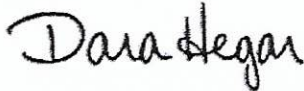
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

**RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS**

RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K
Subdivision and Special District Settlement Participation Form

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

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT B”



RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K

Subdivision Participation Form

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

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT B”



RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K

Subdivision Participation and Release Form

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

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

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT B”



RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K

Subdivision Participation and Release Form

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

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

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT B”



RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K

Settlement Participation Form

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT B”

RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K

Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT B”

RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS
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]

RESOLUTION NO. 2023-02
“EXHIBIT B”
SUBDIVISION SETTLEMENT PARTICIPATION FORMS

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 E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using *PDMPs*;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using *PDMPs*, by improving the interface that prescribers use to access *PDMP* data, or both; or
 3. Enable states to use *PDMP* data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within *PDMP* data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring *PDMPs* incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“*SAMHSA*”).

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

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

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM **14. CONSIDER APPROVAL OF A BID FOR TREE TRIMMING AT THE POLICE STATION**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JON COULTER, Chief of Police

BACKGROUND

Staff has obtained three estimates to have trees trimmed/removed at the Police Station.

FISCAL IMPACT

First estimate \$5,025; second estimate is \$6,350; and the third is for \$6,400.

STAFF RECOMMENDATION

Staff would recommend approval of the lowest bid of \$5,025.00 from Texas Lawn Tree.

ATTACHMENTS

1. Bid - Texas Lawn Tree (\$5,025)
2. Bid - LaTour Tree Service (\$6,350)
3. Bid - Spirit of Excellence (\$6,400)

Texas LawnTree, LLC

3122 Nicholson Dr.

Dallas, TX 75224 US

2148622169

baldo@texaslawntree.com



ADDRESS

Jon Coulter

Pantego Police Department

2600 Miller Lane

Pantego, Texas 76013 USA

SHIP TO

Jon Coulter

Pantego Police Department

2600 Miller Lane

Pantego, Texas 76013 USA

Estimate 4260

DATE 01/19/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/19/2023	Post Oak Tree	Removal of trees and stumps. Grind surface roots on the front live oak.	5	800.00	4,000.00
01/19/2023	Post Oak Tree	Lift/even canopies and prune. Trim back one post oak to property line	3	216.66667	650.00
01/19/2023	Post Oak Tree	Canopy reduction and remove one limb and seal	1	375.00	375.00

SUBTOTAL 5,025.00

TAX 0.00

TOTAL \$5,025.00

Accepted By

Accepted Date



P.O Box 14135, Arlington, TX 76094
817-228-1012

Proposal

Monday, January 23, 2023



Salesperson

Kip Boydston
kip@latourtree.com
8179464394


Work Site

2600 Miller Ln
Pantego, TX 76013

Bid Date: 01/23/2023

Billing Address:

Pantego Police Department
Jon Coulter
2600 Miller Ln
Pantego, TX 76013
817-274-2511

#	Item	Description	Qty	Unit Cost	Cost
1	All Trees	Tree Removal	0	\$6,350.00	\$6,350.00
		Removal of 6 Oak trees in back of the property with grinding of stumps below grade. Grinding of existing stump below grade next to 2 removals. Elevation of 4 Oaks in the back of property- 2 along side fence & 2 next to back corner of the building. Class B Trim (elevation, removal of deadwood & cleaning of centers) of front yard Live Oak. Create plenty of clearance of tree from flagpole. (The tree can be removed, with grinding of the stump & surface roots for an additional \$600.) ***Storage shed & fence panels will be removed prior to work being performed.*** SPECIAL NOTE: A discount of \$500 is offered if limbs are left behind for firewood (all brush & large trunk pieces will be hauled away.)			

We are not responsible for damage to any underground installations such as pipes, cables, wires, and irrigation systems that are not clearly marked. (Additional fee will be applied if we have to make a repair.)

Please allow up to 24 hours for brush pickup.

Referrals are greatly appreciated!

Subtotal: \$6,350.00

Tax: \$523.88

Total: \$6,873.88

Signature

Date

7445 CR. 1205
RIO VISTA, TX
76093



Bus. 817-373-3115
817-219-7837

PROPOSAL SUBMITTED TO

CHIEF COWITER

PHONE

301-817-905-0822

DATE

1-19-2023

STREET

2600 MILLER LANE

CITY, STATE AND ZIP CODE

PANTEGO, TX 76013

We hereby submit specifications and estimates for:

5 TREE'S LARGE TREES, REMOVE AND STUMP GRIND.
TREES OVER STRUCTURES AND LOWERED DOWN. AND 3 TREES TRIM UP, CUT OUT DEAD
WOOD AND SUCKERS. HAUL OFF 3-4 DAYS LABOR.

TOTAL, 6,400.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

6,400.00

Payment To Be Made As Initialed:

Cash Payment Balance Upon Completion _____ Down, Balance Upon Completion _____ Down, Balance Financed

Authorized Signature

L. Maysa

This proposal may be withdrawn by us
if not accepted within _____ days.

Terms and conditions of this contract that include any breach of contract that was agreed to by both parties should be fulfilled. If there is a breach, the customer is responsible to pay any length of term that was agreed upon whether lawn, tree work, landscape, or job that has been started and finished.

Acceptance of Proposal — The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

See Reverse For: List of Services and Terms of Service

STAFF REPORT

TO THE HONORABLE MAYOR AND TOWN COUNCIL

AGENDA ITEM **15. PRESENTATION OF THE 2022 RACIAL PROFILING REPORT**

MEETING DATE **MONDAY, FEBRUARY 27, 2023**

PRESENTER

JON COULTER, Chief of Police

BACKGROUND

The Code of Criminal Procedure Article 2.134 requires that, not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement (TCOLE) and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

Staff has submitted the 2022 Racial Profiling Report (sometimes referred to as the Annual Contact Report) to TCOLE and is now presenting it to the Council to fulfill this statutory requirement. Reports are also archived for public review at www.townofpantego.com/profiling.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

No action is required. Staff will be available to answer any questions the Council may have.

ATTACHMENTS

1. Cover Letter from Chief Coulter
2. 2022 Racial Profiling Report and Analysis



Pantego Police Department

2600 Miller Lane, Pantego, Texas 76013

Jon Coulter, Chief of Police

Dear Distinguished Members of the Town Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year 01/01/2022 to 12/31/2022, the Pantego Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. The data was collected and stored in the Tyler RMS software system and the Brazos software system. All requirements have been met by the Pantego Police Department and are included in this report.

This report has been submitted to TCOLE as of 2/22/2023

Sincerely,

A handwritten signature in black ink, appearing to read "Jon C. Coulter".

Jon C. Coulter, Chief of Police

Main 817.274.2511 / Fax 817.274.2513

Racial Profiling Report | Full

Agency Name: PANTEGO POLICE DEPT.
Reporting Date: 02/22/2023
TCOLE Agency Number: 439226

Chief Administrator: JON C. COULTER

Agency Contact Information:
Phone: (817) 274-2511
Email: jcoulter@townofpantego.com

Mailing Address:
2600 MILLER LN
PANTEGO, TX 76013-3258

This Agency filed a full report

PANTEGO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PANTEGO POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PANTEGO POLICE DEPT. if the individual believes that a peace officer employed by the PANTEGO POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PANTEGO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the PANTEGO POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PANTEGO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: Jon C Coulter
Chief of Police

Date: 02/22/2023

Total stops: 4034

Street address or approximate location of the stop

City street	3952
US highway	0
County road	0
State highway	4
Private property or other	78

Was race or ethnicity known prior to stop?

Yes	1
No	4033

Race / Ethnicity

Alaska Native / American Indian	15
Asian / Pacific Islander	255
Black	1254
White	1510
Hispanic / Latino	1000

Gender

Female	1752
Alaska Native / American Indian	6
Asian / Pacific Islander	76
Black	616
White	671
Hispanic / Latino	383
Male	2282
Alaska Native / American Indian	9
Asian / Pacific Islander	179
Black	638
White	839
Hispanic / Latino	617

Reason for stop?

Violation of law	388
Alaska Native / American Indian	1
Asian / Pacific Islander	17
Black	102
White	168

Hispanic / Latino	100
Preexisting knowledge	392
Alaska Native / American Indian	2
Asian / Pacific Islander	19
Black	151
White	115
Hispanic / Latino	105
Moving traffic violation	3016
Alaska Native / American Indian	10
Asian / Pacific Islander	206
Black	933
White	1125
Hispanic / Latino	742
Vehicle traffic violation	238
Alaska Native / American Indian	2
Asian / Pacific Islander	13
Black	68
White	102
Hispanic / Latino	53
Was a search conducted?	
Yes	295
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	142
White	66
Hispanic / Latino	80
No	3739
Alaska Native / American Indian	15
Asian / Pacific Islander	248
Black	1112
White	1444
Hispanic / Latino	920
Reason for Search?	
Consent	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1

Hispanic / Latino	4		
Contraband	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	2		
Hispanic / Latino	0		
Probable	94		
Alaska Native / American Indian	0		
Asian / Pacific Islander	2		
Black	58		
White	13		
Hispanic / Latino	21		
Inventory	154		
Alaska Native / American Indian	0		
Asian / Pacific Islander	5		
Black	69		
White	39		
Hispanic / Latino	41		
Incident to arrest	39		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	14		
White	11		
Hispanic / Latino	14		
Was Contraband discovered?			
Yes	80	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	40	Yes 8	No 32
White	13	Yes 2	No 11
Hispanic / Latino	27	Yes 7	No 20
No	215		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband

Drugs	65
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	35
White	8
Hispanic / Latino	22
Weapons	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	3
Hispanic / Latino	6
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Alcohol	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	2
Hispanic / Latino	5
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	195
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Alaska Native / American Indian	1
Asian / Pacific Islander	14
Black	60
White	67
Hispanic / Latino	53
Written warning	903
Alaska Native / American Indian	0
Asian / Pacific Islander	57
Black	276
White	408
Hispanic / Latino	162
Citation	2832
Alaska Native / American Indian	14
Asian / Pacific Islander	181
Black	875
White	1006
Hispanic / Latino	756
Written warning and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	1
Hispanic / Latino	0
Citation and arrest	55
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	26
White	11
Hispanic / Latino	17
Arrest	46
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	16
White	17
Hispanic / Latino	12
Arrest based on	
Violation of Penal Code	56
Alaska Native / American Indian	0
Asian / Pacific Islander	2

Black	12
White	28
Hispanic / Latino	14
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	47
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	24
White	12
Hispanic / Latino	10

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	4033
Alaska Native / American Indian	15
Asian / Pacific Islander	255
Black	1254
White	1510
Hispanic / Latino	999

Number of complaints of racial profiling

Total 0

Resulted in disciplinary action 0

Did not result in disciplinary action 0

Comparative Analysis

Use TCOLE's auto generated analysis

Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

PANTEGO POLICE DEPT.

01. Total Traffic Stops:	4034	
02. Location of Stop:		
a. City Street	3952	97.97%
b. US Highway	0	0.00%
c. County Road	0	0.00%
d. State Highway	4	0.10%
e. Private Property or Other	78	1.93%
03. Was Race known prior to Stop:		
a. NO	4033	99.98%
b. YES	1	0.02%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	15	0.37%
b. Asian/ Pacific Islander	255	6.32%
c. Black	1254	31.09%
d. White	1510	37.43%
e. Hispanic/ Latino	1000	24.79%
05. Gender:		
a. Female	1752	43.43%
i. Alaska/ Native American/ Indian	6	0.15%
ii. Asian/ Pacific Islander	76	1.88%
iii. Black	616	15.27%
iv. White	671	16.63%
v. Hispanic/ Latino	383	9.49%
b. Male	2282	56.57%
i. Alaska/ Native American/ Indian	9	0.22%
ii. Asian/ Pacific Islander	179	4.44%
iii. Black	638	15.82%
iv. White	839	20.80%
v. Hispanic/ Latino	617	15.29%
06. Reason for Stop:		
a. Violation of Law	388	9.62%
i. Alaska/ Native American/ Indian	1	0.26%
ii. Asian/ Pacific Islander	17	4.38%

Racial Profiling Analysis Report

iii. Black	102	26.29%
iv. White	168	43.30%
v. Hispanic/ Latino	100	25.77%
b. Pre-Existing Knowledge	392	9.72%
i. Alaska/ Native American/ Indian	2	0.51%
ii. Asian/ Pacific Islander	19	4.85%
iii. Black	151	38.52%
iv. White	115	29.34%
v. Hispanic/ Latino	105	26.79%
c. Moving Traffic Violation	3016	74.76%
i. Alaska/ Native American/ Indian	10	0.33%
ii. Asian/ Pacific Islander	206	6.83%
iii. Black	933	30.94%
iv. White	1125	37.30%
v. Hispanic/ Latino	742	24.60%
d. Vehicle Traffic Violation	238	5.90%
i. Alaska/ Native American/ Indian	2	0.84%
ii. Asian/ Pacific Islander	13	5.46%
iii. Black	68	28.57%
iv. White	102	42.86%
v. Hispanic/ Latino	53	22.27%
07. Was a Search Conducted:		
a. NO	3739	92.69%
i. Alaska/ Native American/ Indian	15	0.40%
ii. Asian/ Pacific Islander	248	6.63%
iii. Black	1112	29.74%
iv. White	1444	38.62%
v. Hispanic/ Latino	920	24.61%
b. YES	295	7.31%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	7	2.37%
iii. Black	142	48.14%
iv. White	66	22.37%
v. Hispanic/ Latino	80	27.12%
08. Reason for Search:		
a. Consent	6	0.15%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	1	16.67%
v. Hispanic/ Latino	4	66.67%
b. Contraband in Plain View	2	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
c. Probable Cause	94	2.33%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	2.13%
iii. Black	58	61.70%
iv. White	13	13.83%
v. Hispanic/ Latino	21	22.34%
d. Inventory	154	3.82%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	3.25%
iii. Black	69	44.81%
iv. White	39	25.32%
v. Hispanic/ Latino	41	26.62%
e. Incident to Arrest	39	0.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	14	35.90%
iv. White	11	28.21%
v. Hispanic/ Latino	14	35.90%
09. Was Contraband Discovered:		
YES	80	1.98%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	40	50.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	8	
Finding resulted in arrest - NO	32	
iv. White	13	16.25%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	11	
v. Hispanic/ Latino	27	33.75%
Finding resulted in arrest - YES	7	
Finding resulted in arrest - NO	20	
b. NO	215	5.33%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	65	1.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	35	53.85%
iv. White	8	12.31%
v. Hispanic/ Latino	22	33.85%
b. Currency	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Weapons	15	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	40.00%
iv. White	3	20.00%
v. Hispanic/ Latino	6	40.00%
d. Alcohol	16	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	9	56.25%
iv. White	2	12.50%

Racial Profiling Analysis Report

v. Hispanic/ Latino	5	31.25%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	195	4.83%
i. Alaska/ Native American/ Indian	1	0.51%
ii. Asian/ Pacific Islander	14	7.18%
iii. Black	60	30.77%
iv. White	67	34.36%
v. Hispanic/ Latino	53	27.18%
b. Written Warning	903	22.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	57	6.31%
iii. Black	276	30.56%
iv. White	408	45.18%
v. Hispanic/ Latino	162	17.94%
c. Citation	2832	70.20%
i. Alaska/ Native American/ Indian	14	0.49%
ii. Asian/ Pacific Islander	181	6.39%
iii. Black	875	30.90%
iv. White	1006	35.52%
v. Hispanic/ Latino	756	26.69%
d. Written Warning and Arrest	3	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	33.33%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

e. Citation and Arrest	55	1.36%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.82%
iii. Black	26	47.27%
iv. White	11	20.00%
v. Hispanic/ Latino	17	30.91%
f. Arrest	46	1.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.17%
iii. Black	16	34.78%
iv. White	17	36.96%
v. Hispanic/ Latino	12	26.09%

12. Arrest Based On:

a. Violation of Penal Code	56	1.39%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	3.57%
iii. Black	12	21.43%
iv. White	28	50.00%
v. Hispanic/ Latino	14	25.00%
b. Violation of Traffic Law	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	47	1.17%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.13%
iii. Black	24	51.06%
iv. White	12	25.53%
v. Hispanic/ Latino	10	21.28%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	4033	99.98%
i. Alaska/ Native American/ Indian	15	0.37%
ii. Asian/ Pacific Islander	255	6.32%
iii. Black	1254	31.09%
iv. White	1510	37.44%
v. Hispanic/ Latino	999	24.77%
b. YES	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 02/22/2023