



**WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL**

Tuesday, February 15, 2022

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
 - F. Presentation of Monthly Updates.
 - G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
3. **Public Comments**
Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.
4. **Consent Agenda**
All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.
 - A. Consider Action to Approve the **Minutes from the February 1, 2022, regular Town Council Meeting.**
 - B. Consider Action to Approve the **Minutes from the February 8, 2022, Joint Town Council & EDC Meeting.**
 - C. Consider Action to Approve **Resolution No. 0215202201 Adopting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet and Authorize the Town Manager to Sign All Participation and Release Forms.**
 - D. Consider Action to **Authorize the Town Manager to Sign the Teva Subdivision Release Form for Texas Participating Subdivisions in the Teva Texas State-Wide Opioid Settlement Agreement.**
 - E. Consider Action to Approve a **Professional Services Agreement with Hidell and Associates Architects, to Provide Design, Bid and Construction Phase Services for the Expansion of the Public Works Service Center and Wastewater Treatment Laboratory in an Amount not to Exceed \$202,100.**
 - F. Consider Action to Approve **Ordinance No. 1659 Providing for the Addition of a New Article VII, Stormwater Protection; Providing for a Penalty for the Violation of this Ordinance; Providing for Repealing, Savings, and Severability Clauses; Providing for an Effective Date and a Publication of the Caption.**
 - G. Consider Action to Approve **Resolution No. 0215202202 for the Submission of a Grant Application to the Officer of Governor for the FY23 Victim Assistance, General Victim Assistance Direct Services Program.**

H. Consider Action to Approve **The Lawn at The Lakefront™ Logo.**

I. Consider action to Approve the **Final Acceptance of the Crescent Lake Retaining Wall Project.**

5. **Public Hearings.**

A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1660 Regarding a Request to Rezone Approximately 38.465 Acres of Land, Currently Zoned as Agriculture (AG) and Light Commercial (LC), Generally Located South of East University Drive (US 380), Approximately 2,500 Feet East of Providence Boulevard, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision in Connection with the Spiritas Ranch Planned Development.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1660:

6. **Reports and Requests for Town Council Consideration.**

A. Present, Discuss, and Consider Action on a **Request for a Variance from Section 107 - Subdivision Ordinance, for CEC Witt Addition on Approximately 1.385 Acres, Situated in the H. Kendal Survey, Abstract No. 713, within Little Elm's Town Limit, in Order to Allow a Two-Year Grace Period for Requirements Listed Under Section 107.08.01 (b) - Adequate Public Facilities.**

7. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made.
BRAILLE IS NOT PROVIDED.

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 11th day of February 2022 before 5:00 p.m.



Date: 02/15/2022
Agenda Item #: 4. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the February 1, 2022, regular Town Council Meeting.**

DESCRIPTION:

The minutes from the February 1, 2022, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - February 1, 2022

DRAFT

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
<http://www.littleelm.org>

REGULAR TOWN COUNCIL MEETING TUESDAY FEBRUARY 1, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Council Member Lisa Norman; Council Member Jeremy Lukas; Council Member Michael McClellan

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

1. Call to Order Council Workshop at 6:00 p.m.

Meeting called to order at 6:00 p.m.

A. Invocation.

Mayor Curtis J. Cornelious gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

None.

- F. Presentation of Monthly Updates.

Town Manager Matt Mueller gave an update on storm preparation in anticipation of the winter weather.

- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

2. Workshop.

- A. Present an **Update on U.S. Highway 380.**

Assistant Director of Development Services/Town Engineer Wesley Brandon introduced Travis Campbell, TxDOT Area Engineer, who gave an update on the construction of U.S. 380 in the attached presentation.

- B. Discuss the **July 5, 2022, Regular Town Council Meeting.**

Town Council gave staff direction to cancel the July 5, 2022, regular Town Council meeting.

- C. Present and Discuss **Logo Options for The Lawn at The Lakefront™.**

Director of Community Services Chad Hyde and Managing Director of Communications and Marketing Erin Mudie gave an overview of the item in the attached presentation. Erin Mudie presented two options for the logo to Town Council. Town Council directed staff to use Option 2. Town staff will bring back the logo for approval on the consent agenda at the next meeting.

3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

4. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

None.

5. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh **to approve the Consent Agenda.**

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the January 18, 2022, Regular Town Council Meeting.**
- B. Consider Action to Approve the **Minutes from the January 25, 2022, Town Council & CDC Retreat.**
- C. Consider Action to Approve a **Developers Agreement between the Town of Little Elm and Integrity Group, LLC for an ATMOS Gas Line in the Ladera Development.**
- D. Consider Action to Approve the **Quarterly Investment Report for the period ending December 31, 2021.**
- E. Consider Action to Approve **Four (4) Appointments to the Community Development Corporation (CDC) Board of Directors.**
- F. Consider Action to Approve the **Final Acceptance of the Little Elm Aquatic Center North Parking Addition Project. (Contract #2021-06).**
- G. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter ending December 31, 2021, for FY 2021-2022.**

6. Public Hearings.

- A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1657 Regarding a Request to Rezone Approximately 4.56 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 2009 and 2011 Oak Grove Parkway, on the North Side of Oak Grove Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Development Standards, to Allow a New Commercial Development.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1657:

Director of Development Services Fred Gibbs gave an overview of the item in the attached presentation.

Open Public Hearing: 6:42 p.m.

Receive Public Comments: Houshang Jahvani, Project Engineer, stated that there will be an agreement with property owners for shared use of dumpsters and parking spaces. He stated that there is a 6 foot retaining wall with a 6-8 foot wooden fence on top of it. He stated that ordinance requires an 8 foot masonry screening wall in this location and do not think it's necessary and is requesting a variance. Gibbs stated that P&Z wanted the screening wall to

be included. Council did not approve this request.

Close Public Hearing: 6:51 p.m.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan ***to approve Ordinance 1657 as presented.***

Vote: 7 - 0 - Unanimously

- B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1658 Regarding a Request to Rezone Approximately 5.79 Acres of Land, Generally Located at 1816 W Eldorado Parkway, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1658:

Director of Development Services Fred Gibbs gave an overview of the item in the attached presentation.

Open Public Hearing: 6:59 p.m.

Receive Public Comments: None

Close Public Hearing: 7:00 p.m.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Jamell Johnson ***to approve Ordinance No. 1658.***

Vote: 7 - 0 - Unanimously

7. Reports and Requests for Town Council Consideration.

- A. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Unique Luxury Commercial Development (ULCD).**

Motion by Council Member Michael McClellan, seconded by Council Member Lisa Norman ***to approve the Development Agreement.***

Vote: 7 - 0 - Unanimously

- B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Barbee Enterprises, Inc.**

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Michael McClellan ***to approve the Development Agreement.***

Vote: 7 - 0 - Unanimously

- C. Present, Discuss, and Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

Motion by Council Member Tony Singh, seconded by Council Member Jeremy Lukas **to approve the contract.**

Vote: 7 - 0 - Unanimously

- D. Present, Discuss, and Consider Action to Approve **Ordinance No. 1656 Ordering a General Election to be held on May 7, 2022.**

Motion by Council Member Michael McClellan, seconded by Council Member Lisa Norman **to approve Ordinance No. 1656.**

Vote: 7 - 0 - Unanimously

8. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

None.

9. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

10. Adjourn.

Meeting adjourned at 7:10 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 15th day of February 2022



Date: 02/15/2022
Agenda Item #: 4. B.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the February 8, 2022, Joint Town Council & EDC Meeting.**

DESCRIPTION:

The minutes from the February 8, 2022, joint Town Council & EDC meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - February 8, 2022

DRAFT

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
<http://www.littleelm.org>

REGULAR TOWN COUNCIL MEETING TUESDAY FEBRUARY 8, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Jamell Johnson; Council Member Tony Singh; Council Member Lisa Norman; Council Member Jeremy Lukas; Council Member Michael McClellan; EDC Chair Ken Eaken; EDC Vice Chair Michel Hambrick; EDC Secretary Jack Gregg; EDC Treasurer Taylor Girardi

Absent: EDC Board Member Jeremy Bolden

Staff Caitlan Biggs, Director of Administrative Services/Town Secretary; Matt Mueller, Town Manager;

Present: Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jennette Espinosa, EDC Executive Director; Kate Graham, Assistant to the Town Manager

1. Call to Order Retreat at 6:00 p.m.

Meeting was called to order at 6:00 p.m.

2. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

None.

3. Discussion regarding the roles and responsibilities of the EDC and review of the Town's Strategic Plan.

4. Adjourn.

Meeting adjourned at 8:52 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 15th day of February 2022.



Town Council Meeting

Date: 02/15/2022
Agenda Item #: 4. C.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0215202201 Adopting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet and Authorize the Town Manager to Sign All Participation and Release Forms.**

DESCRIPTION:

After years of negotiations, a proposed Texas settlement agreement (“Settlement”) has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (“Endo”).

The proposed Settlement requires Endo to pay \$63 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, approximately \$56 million is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement also contains injunctive relief provisions governing the opioid marketing and sale practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds. For Little Elm, the allocation is \$69,326.

In order to participate, the Town must adopt the Texas Term Sheet by resolution and its intrastate allocation schedule and authorize the Town Manager to sign the Subdivision Settlement Participation Form. These documents must be submitted to the Texas Attorney General's Office by March 10, 2022.

BUDGET IMPACT:

The revenue associated with this item will be recorded in the General Fund and is reflected in the amended budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Opioid Settlement One Pager

Resolution No. 0215202201

Subdivision Settlement Participation Form

JNJ Subdivision Release Form

Endo Subdivision Release Form



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0215202201

**A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS, ADOPTING
THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET.**

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

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the 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 (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF LITTLE ELM, TEXAS:**

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

SECTION 2. Finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the Town of Little Elm; and

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

PASSED, APPROVED AND ADOPTED on the 15th day of February, 2022.

ATTEST:

Cornelious Curtis, Mayor

Caitlan Biggs,

Town Secretary

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

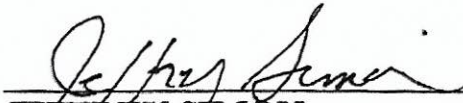


KENNETH PAXTON, JR.
ATTORNEY GENERAL

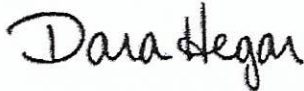
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



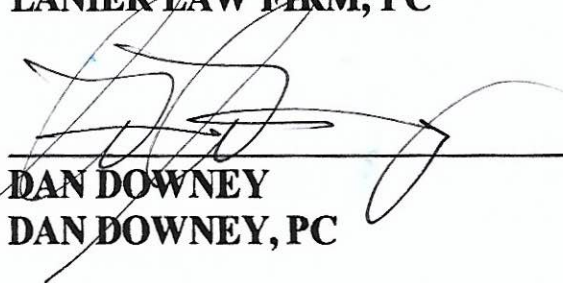
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. *Statewide Members.*

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

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

2. *Regional Members.*

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

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

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

B. Terms

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

C. Governance

1. Administration

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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

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

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

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 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 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]



Date: 02/15/2022
Agenda Item #: 4. D.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to **Authorize the Town Manager to Sign the Teva Subdivision Release Form for Texas Participating Subdivisions in the Teva Texas State-Wide Opioid Settlement Agreement.**

DESCRIPTION:

After years of negotiations, a proposed Texas settlement agreement ("Settlement") has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc. ("Teva USA"); 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 City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; and Anda, Inc. ("Teva").

The proposed Settlement requires Teva to pay \$225 million (the "Settlement Amount") to Texas and its political subdivisions. Of the Settlement Amount, \$150 million is to be a direct monetary payment, of which approximately \$131.5 million is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. As part of the settlement, Teva will also provide \$75 million worth of generic Narcan to the State of Texas for use by local law enforcement and medical personnel to provide lifesaving intervention for opioid overdoses

The Settlement also contains injunctive relief provisions governing the opioid marketing and sale practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds. In order to participate, the Town of Little Elm must sign and submit the attached Teva Subdivision Release Form. This item will give the Town Manager authorization to sign the release form. This form must be submitted to the Texas Attorney General's Office by March 10, 2022.

BUDGET IMPACT:

The revenue associated with this item will be recorded in the General Fund and is reflected in the amended budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Teva Subdivision Release Form

Opioid Settlement One Pager

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]



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement



Town Council Meeting

Date: 02/15/2022
Agenda Item #: 4. E.
Department: Public Works
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Hidell and Associates Architects, to Provide Design, Bid and Construction Phase Services for the Expansion of the Public Works Service Center and Wastewater Treatment Laboratory in an Amount not to Exceed \$202,100.**

DESCRIPTION:

The Public Works Service Center was originally built in 2004 and is the main operating building for the Town's Public Works functions; Administration, Utilities (Water Distribution, Water Quality, Wastewater Collection, Wastewater Treatment), Streets, Stormwater, Solid Waste and Fleet. Due to the growth of the department and the changes in operations, the building is in need of an expansion and remodel. In connection with the expansion, the new Service Center will also become the operations center and laboratory for the Town's wastewater treatment plant. Currently, the wastewater treatment laboratory is located at the plant and was built in the late 1970s. It has significantly exceeded its life expectancy, and due to the increase in staff and the ever-changing regulatory environment is in need of complete replacement. Rather than complete reconstruction, staff has decided to take advantage of the cost savings associated with combining both projects into one and moving the laboratory into the Service Center. This will also provide additional continuity between laboratory staff and department administration.

This project will provide for a 3,400 square foot addition to the east of the existing structure which will include a completely new layout of the administrative side of the building, to include a lobby, offices, conference room and cubicle areas for staff. The renovation will also include two new restrooms and a remodel of all the existing restroom space. The existing employee break area will be remodeled and then repurposed to become the new wastewater treatment laboratory. Several of the existing storage areas and bays will be enclosed and remodeled into office space and the new employee break and meeting area, adding approximately 4,300 square feet of new space. This newly expanded building will better serve the needs of the Public Works department and provide for all planned future growth in the department.

The scope of this design includes:

- Creation of design documents for the expansion and remodel of the existing Public Works Service Center. This includes drawings related to Architecture, Mechanical, Electrical and Plumbing Engineering and Structural Engineering.
- Civil Engineering design services associated with the site development and drainage.
- Furniture, Fixture and Equipment (FFE) design and procurement assistance.
- Landscape architectural services

This project will be procured utilizing the Construction Manager at Risk (CMAR) methodology. Unlike a standard design, bid, build project, CMAR allows the design team to bring a contractor into the project much earlier in the design process. This allows for a more consistent pricing structure, quicker build time, and typically fewer surprises and change orders. Upon approval of the schematic design documents, the architect will assist with development of a Request for Proposals (RFP) to select the construction contractor. Once selected, the architect will coordinate completion of the final plans and specifications for the contractor, and the contractor will provide all pricing. Staff will bring the contractors bid before Council for approval at a later date.

Funding for this project has been budgeted in the Capital Improvement Project Planning List. The overall budget for these combined projects is approximately \$3 million and the expected move-in date is July 2023. Town staff was worked with Hidell and Associates Architects on several past projects, and have always been pleased with their commitment and service.

BUDGET IMPACT:

Capital expenditures have been outlined in the Town's Capital Improvement Project Planning List and are funded by Wastewater Impact Fees (Design-\$225,000) and 2021 Certificates of Obligation Bonds (\$2,822,500-Construction).

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Professional Services Agreement
Man-hour Breakdown

Town of Little Elm, Texas

Standard Professional Services Agreement

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and Hidell and Associates Architects, (hereinafter referred to as the "Consultant") for a Public Works Facility Expansion / Renovation, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party to execute it.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Solicitation, Requirements and Instructions to Bidders/Proposers, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

- 2.1 The Town desires to have the Consultant develop the program and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The Town desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Cost Proposal and Fee Schedule which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the Town, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Town to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Town.

In the event that the Town requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the Town in accordance with the

terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the Town, shall be performed by Consultant in accordance with the Town's requirements and as set forth in the attached Exhibit A, Cost Proposal and Fee Schedule:

Provide professional services relating to the expansion and renovation project for the Town of Little Elm Department of Public Works Facility.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the Town as approved by resolution of the Town Council of the Town of Little Elm, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the Town in a total amount not to exceed **two hundred two thousand, one hundred** dollars (\$202,100) which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit A – Cost Proposal and Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the Town fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the Town to pay. Payment shall be remitted to Consultant by Town as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the Town fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES

INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE TOWN, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE TOWN OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF TOWN FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE TOWN HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE TOWN HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by Town to Consultant, Town may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the Town at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the Town may proceed to complete the services in any manner deemed proper by the Town, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the Town out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

- (b) The Town may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The Town may make and retain copies of any plans or specifications provided under this Agreement for the use by Town and others; such documents are not intended or suitable for reuse by Town or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the Town's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the Town. In the event of an assignment by Consultant to which the Town has consented, the assignee or the assignee's legal representative shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the Town prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Denton County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Town of Little Elm

Purchasing
100 W. Eldorado Pkwy.
Little Elm, TX 75068
214-975-0411

Hidell and Associates Architects

Aaron Babcock, Principal
3033 Kellway Drive, Suite 120
Carrollton, TX 75006
972-416-4666

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The Town and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Town and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the Town nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Town and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Solicitation, and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

10.10 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this date

TOWN OF LITTLE ELM

CONSULTANT

Matt Mueller, Town Manager



Aaron Babcock, Principal

1.21.2022

Exhibit A: Cost Proposal & Fee Schedule

December 16, 2021

Jason Shroyer, P.E.
Director of Public Works
Town of Little Elm
1600 Mark Tree Ln,
Little Elm, Texas 75068

Re: Contract Proposal for the Department of Public Works Facility Expansion / Renovation

Jason,

Hidell and Associates Architects, Inc. (HAA), is pleased to submit this proposal to provide professional services relating to the expansion and renovation project for the Town of Little Elm Department of Public Works Facility.

Having completed a study(Phase I) for the Town regarding the expansion and renovation options, we understand the scope of the project to include the following:

- Expand the existing Pre-Engineered metal structure to the east to accommodate additional program requirements. (Approximately 3,400sf.)
- Renovate the existing office area, break room, restroom, and east service bay areas to accommodate additional program requirements. (Approximately 4,300 sf)
- Renovation of existing areas will include revised mechanical and electrical systems, new lighting as required, new finishes (paint, flooring, ceilings)
- Evaluate the existing mechanical systems, expand and replace as required to meet new building configuration requirements.
- Update exterior facades as required to accommodate new building additions. The design intends to match existing conditions to create a seamless visual appearance.
- Limited landscaping at the east and south of the new building expansion areas.

Per our understanding, the allocated budget for the project is approx. \$3,000,000 (total project budget). Our services shall be based on that amount, understanding the estimated construction cost is approximately \$1.8M to \$2.2M, depending upon the final design configuration. Our services shall provide Basic Services (Architecture, MEP Engineering, Structural Engineering) and Supplemental Services (Civil engineering, Furniture and Equipment design and procurement and Landscape Architectural Services). The fee includes the coordination and implementation of all basic and supplemental services as indicated in this letter. All required programming, meetings (staff, town personnel and special stakeholders), and the associated required documentation under each project phase (schematic, design development, construction document, CMAR selection and pricing) have been included. In addition, (HAA) has provided credit under the Basic Services for the previously completed conceptual design work. (Floor plan and preliminary cost).

HAA understands the Town's schedule for the project includes completing all construction and owner move-in by July 2023. It is assumed the Town will vacate the affected areas during construction to limit the required construction phasing.

Compensation

1. Basic A/E Services:

We propose to provide the services described above for the lump sum of **\$173,500.00**. We have provided a (\$7500) credit applied towards the conceptual design phase for the work previously completed in the phase I study. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following percentages:

- Conceptual Design Phase *(Credit of \$7,500)*
- Schematic Design Phase 10%
- Design Development Phase 25%
- Construction Document Phase 40%
- Bidding / GMP Assistance 5%
- Construction Administration Phase 20%

1. Supplemental Services:

We propose to provide the services described below for the lump sum of **\$28,600.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following percentages:

Civil Engineering \$8,500.00

Topographic Survey \$1,800.00

Landscape Design Services \$6,500.00

Geotechnical Report \$3,800.00

Equipment & Furniture Selection & Procurement
\$8,000.00

Fee includes the layout and selection of furniture, furniture material selection, and coordination with a local vendor for state contract pricing.

1. Additional Services:

Additional services, if required and requested, will be invoiced either on a negotiated lump sum fee or on an hourly basis using the rates quoted below:

- Principal..... \$200.00/hr
- Project Architect..... \$180.00/hr
- Sr. Architect..... \$150.00/hr
- Architect..... \$100.00/hr
- Intern Architect..... \$90.00/hr
- CADD..... \$80.00/hr
- Administration..... \$60.00/hr

Town of Little Elm Department of Public Works Service Center Renovation and Expansion

Based on our understanding of the scope of services; the following items are not included in this proposal:

Exclusions

- Environmental investigation
- Material Testing Services (by third party)
- Sub-soil drainage / water flow / pressure tests / French drain systems around building perimeter
- Substantial detention improvements. Based on the record drawings for the existing facility, it is presumed that the existing drainage size and configuration are adequate to accommodate the proposed development.
- LEED certification / Commissioning
- Detailed Fire Sprinkler or Alarm Design (Performance spec only by Engineer) – General Contractor and Fire Subcontractor to design and provide and shall be submitted for Design Team to review as a shop drawing submittal.
- Cost estimating (to be performed by others [CMAR] and assisted by the architect).
- Traffic Impact Analysis, traffic engineering report / study

Our drawings will be prepared using AutoCAD 2020 utilizing our standard symbols, layering systems, and data presentation. All electronic files will remain property of Hidell and Associates Architects, Inc.

The Design Team will prepare and submit to the Owner for review conceptual design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the conceptual design documents and any adjustments authorized by the Owner, the Design Team will prepare and submit to the Owner for review; schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or project budget, the Design Team will prepare and submit to the Owner for review; design development documents consisting of drawings and other documents to fix and describe the size and character of the project as architectural, structural, mechanical and electrical systems, security and safety systems, materials and such other elements as may be appropriate. The Design Team will submit for review the construction documents at the 50% complete and 90% complete for a status review by Owner (and CMAR, if available for the establishment of GMP). The Design Team will perform its services expeditiously.

Reimbursable Services

1. Reimbursable expenses, such as printing / plotting / deliveries / communication and travel (automobile mileage) will be billed in addition to the base fee and supplemental fee at direct cost (not to exceed \$3,000.00).

We have provided as accompanying back-up to our Fee Proposal the attached document identified as **“Exhibit B – Work Activities”**

Sincerely,
Hidell and Associates Architects



Aaron Babcock
Principal

Cc: Bill Hidell, AIA

Exhibit B - Fee Proposal Breakdown

Design Team									
		Concept Design	Schematic Design	Design Development	Construction Document	Bidding Phase	Construction Administration		Totals
Basic Services									
Prime Firm Hidell and Associates Architects	Cost	-\$7,500.00	\$15,320.00	\$38,300.00	\$61,280.00	\$7,660.00	\$30,640.00		145,700.00
Structural Engineer Charles Gojer	Cost		\$980.00	\$2,450.00	\$3,920.00	\$490.00	\$1,960.00		9,800.00
MEP Engineer Basharkaha Engineering Incorporated	Cost		\$1,800.00	\$4,500.00	\$7,200.00	\$900.00	\$3,600.00		18,000.00
Fee Totals	Cost	-\$7,500.00	\$18,100.00	\$45,250.00	\$72,400.00	\$9,050.00	\$36,200.00		173,500.00
TOTAL PROFESSIONAL SERVICES									173,500.00
Supplemental Services									
Landscape Design Services TBD	Cost		\$650.00	\$1,625.00	\$2,600.00	\$325.00	\$1,300.00		6,500.00
Civil Engineering Cross Engineering	Cost		\$850.00	\$2,125.00	\$3,400.00	\$425.00	\$1,700.00		8,500.00
Topographic Survey Cross Engineering	Cost		\$1,800.00						1,800.00
Geotechnical Boring and Report D&S Engineering	Cost		\$3,800.00						3,800.00
Equipment & Furniture Hidell and Associates Architects	Cost			\$2,000.00	\$2,000.00	\$0.00	\$4,000.00		8,000.00
Fee Totals	Cost		\$7,100.00	\$5,750.00	\$8,000.00	\$750.00	\$7,000.00		28,600.00
TOTAL SUPPLEMENTAL SERVICES									28,600.00
Projected Reimbursable Expenses									
Printing / Plotting / Deliveries / Communication - Not to Exceed									2,400.00
Travel - Not to Exceed									600.00
TOTAL REIMBURSABLE EXPENSES									3,000.00



Date: 02/15/2022
Agenda Item #: 4. F.
Department: Public Works
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1659 Providing for the Addition of a New Article VII, Stormwater Protection; Providing for a Penalty for the Violation of this Ordinance; Providing for Repealing, Savings, and Severability Clauses; Providing for an Effective Date and a Publication of the Caption.**

DESCRIPTION:

The Texas Commission on Environmental Quality (TCEQ) requires small Municipal Separate Storm Sewer Systems (MS4) such as the Town to execute and maintain a permit for stormwater discharges. This permit is called the Texas Pollutant Discharge Elimination System (TPDES) Phase II MS4 General Permit. The permit requires the Town to establish a Stormwater Management Program that is reviewed annually. One component of this program is the creation and adoption of an illicit discharge ordinance.

An illicit discharge is defined as any discharge into a storm drain system that is not composed entirely of stormwater. The proposed ordinance identifies what constitutes an illicit discharge, timeframes and contacts for notification of a spill, and provides the Town the authority necessary to work with the property or business owner to stop and remediate the illicit discharge. In the event that a property owner is unreachable or noncompliant, the ordinance provides the Town with the authority to enter the property and remediate the illicit discharge. The proposed ordinance also provides a penalty for violating the ordinance.

The proposed ordinance has been reviewed by staff and the Town's attorney and is comparable to other stormwater protection ordinances in our neighboring cities. It will also provide all necessary documentation to remain in compliance with the TCEQ.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1659

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NUMBER 1659

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 46, ENVIRONMENT, OF THE LITTLE ELM CODE OF ORDINANCES BY ADDING A NEW ARTICLE VII, STORMWATER PROTECTION; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Texas Commission on Environmental Quality (“**TCEQ**”) requires small Municipal Separate Storm Sewer Systems (“**MS4**”) to execute a Notice of Intent (“**NOI**”) for stormwater discharges under the Texas Pollutant Discharge Elimination System (“**TPDES**”) Phase II MS4 General Permit (TXR040000); and

WHEREAS, a Stormwater Management Program (“**SWMP**”) for the Town of Little Elm (“**Town**”) was developed as required to accompany the NOI; and

WHEREAS, the SWMP requires the preparation and adoption of an ordinance or other enforcing provisions to enforce the requirements of the Town’s standards relating to discharges to the storm sewer system; and

WHEREAS, the Town Council has determined that it is in the best interest of the public health, safety, and general welfare of the Town establish the following regulations regarding stormwater protection in the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. Findings Incorporated. The Town Council finds that the recitals set forth above are true and correct, and said recitals are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment to Chapter 46 (Environment) of the Little Elm Code of Ordinances. Chapter 46 (Environment) of the Little Elm Code of Ordinances is amended to add a new Article VII to read as follows:

“ARTICLE VII. STORMWATER PROTECTION

Sec. 46-187. Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

AGRICULTURAL STORMWATER RUNOFF. Any stormwater runoff from orchards, cultivated crops, pastures, range lands and other non-point source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 C.F.R. § 122.23 or discharges from concentrated aquatic animal production facilities as defined in 40 C.F.R. § 122.24.

BEST MANAGEMENT PRACTICES (BMP). Schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution of the MS4 and waters of the United States. *BMPs* also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

CELLAR DIRT. Construction site waste materials, such as natural rock and soil overburden.

C.F.R. The Code of Federal Regulations.

CONTAMINATED. Containing a harmful quantity of any substance.

CONTAMINATION. The presence of or entry into a public water supply system, the MS4, waters of the state or waters of the United States of any substance which may be deleterious to the public health and/or the quality of the water.

DIRECTOR. The Town of Little Elm's Director of Public Works or the Director's authorized representatives.

DISCHARGE. Any addition or introduction of any pollutant, stormwater or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

DISCHARGER. Any person who causes, allows, permits or is otherwise responsible for, a discharge, including, without limitation, any operator of a construction-site or industrial facility.

ENVIRONMENTAL PROTECTION AGENCY or EPA. The United States Environmental Protection Agency, or any duly authorized official of said agency.

FIRE CODE. The fire prevention and protection chapter of the Town of Little Elm Town Code.

FIRE DEPARTMENT. The fire department of the Town of Little Elm, or any duly authorized representative thereof.

FIRE PROTECTION WATER. Any water, and any substances or materials contained therein, used by any person other than the fire department to control or extinguish a fire.

HARMFUL QUANTITY. The amount of any substance that will cause pollution of waters in the state, waters of the United States, or the MS4.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains) owned and operated by the Town and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under §§ 307, 402, 318 and 405 of the Federal Clean Water Act.

NOI. Notice of intent.

NON-POINT SOURCE. Any source of any discharge of a pollutant that is not a “point source.”

NOTICE OF INTENT. The notice of intent that is required by the NPDES stormwater multi-sector general permit, the EPA Region 6 NPDES stormwater construction general permit, or any similar general permit to discharge stormwater associated with industrial activity that is issued by the EPA or the TNRCC.

NPDES. The national pollutant discharge elimination system.

NPDES PERMIT. A permit issued by EPA (or by the state under authority delegated pursuant to 33 U.S.C. § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group or general area-wide basis.

PERSON. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or their legal representatives, agents or assigns. This definition includes all federal, state and local governmental entities.

POINT SOURCE. Any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

POLLUTANT. Dredged spoil; solid waste; incinerator residue; sewage; garbage; sewage sludge; filter backwash; munitions; chemical wastes; biological materials; toxic materials; radioactive materials; heat; wrecked or discarded equipment; rock; sand; cellar

dirt; and industrial, municipal, recreational and agricultural waste discharged into water or into the municipal separate storm sewer system.

POLLUTION. The alteration of the physical, thermal, chemical or biological quality of, or the contamination of, any water of the state or water of the United States, that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation or property, or to the public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

RELEASE. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into ground-water, subsurface soils, surface soils, the municipal separate storm sewer system (MS4), the water of the state, the waters of the United States.

STATE. The State of Texas.

STORMWATER. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

STORMWATER POLLUTION PREVENTION PLAN. A plan required by a permit to discharge stormwater associated with industrial activity, including construction, and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with industrial activity at the facility.

SWPPP. Stormwater pollution prevention plan.

TAC. The Texas Administrative Code.

TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM. The program delegated to the State of Texas by the EPA pursuant to 33 U.S.C. § 1342(b).

TPDES. The Texas Pollutant Discharge Elimination System.

TOWN. The Town of Little Elm, Texas.

UNCONTAMINATED. Not containing a harmful quantity of any substance.

U.S.C. The United States Code.

WASTEWATER. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

WATER IN THE STATE. Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, wetlands, marshes, inlets, canals inside the territorial limits of the state, and all other bodies of surface water,

natural or artificial, navigable or non-navigable, and including the bed and banks of all watercourses and bodies of surface water that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

WATERS OF THE UNITED STATES. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce; all interstate waters, including interstate wetlands; all other waters the use, degradation or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of *WATERS OF THE UNITED STATES* at 40 C.F.R. § 122.2; but not including any waste treatment systems, treatment ponds or lagoons designed to meet the requirements of the Federal Clean Water Act.

WETLAND. An area that is inundated or saturated by surface or ground-water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. *WETLANDS* generally include swamps, marshes, bogs and similar areas.

Sec. 46-188. Administration and Enforcement.

The Director of Public Works and/or their authorized representatives are authorized to administer, implement and enforce the provisions of this article.

Sec. 46-189. Discharge to MS4 Prohibited.

- (a) A person commits an offense if the person introduces or causes to be introduced into the MS4 any discharge that is not composed entirely of stormwater.
- (b) It is an affirmative defense to any enforcement action for a violation of subsection (a) above that the discharge was composed entirely of one or more of the following categories of discharges:
 - (1) A discharge authorized by, and in full compliance with, an NPDES permit (other than the NPDES permit for discharges from the MS4);
 - (2) A discharge or flow resulting from firefighting by the fire department;
 - (3) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials that the fire code requires to be contained and treated prior to discharge, in which case treatment adequate to remove harmful quantities of pollutants must have occurred prior to discharge;
 - (4) Agricultural stormwater runoff;

- (5) A discharge or flow from water line flushing or disinfection that contains no harmful quantity of total residual chlorine (TRC) or any other chemical used in line disinfection;
 - (6) A discharge or flow from lawn watering or landscape irrigation;
 - (7) A discharge or flow from a diverted stream flow or natural spring;
 - (8) A discharge or flow from uncontaminated pumped groundwater or rising groundwater;
 - (9) Uncontaminated groundwater infiltration (as defined at 40 C.F.R. § 35.2005(20)) to the MS4;
 - (10) Uncontaminated discharge or flow from a foundation drain, crawl space pump or footing drain;
 - (11) A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container;
 - (12) A discharge or flow from air conditioning condensation that is unmixed with water from a cooling tower, emissions scrubber, emissions filter or any other source of pollutant;
 - (13) A discharge or flow from individual residential car washing;
 - (14) A discharge or flow from a riparian habitat or wetland;
 - (15) A discharge or flow from cold water (or hot water with prior permission of the Director) used in street washing or cosmetic cleaning that is not contaminated with any soap, detergent, degreaser, solvent, emulsifier, dispersant or any other harmful cleaning substance;
 - (16) Drainage from a private residential swimming pool containing no harmful quantities of chlorine or other chemicals. Drainage from swimming pool filter backwash is prohibited; or
 - (17) A discharge or flow of uncontaminated stormwater pumped from an excavation.
- (c) No affirmative defense shall be available under subsection (b) above if:
- (1) The discharge or flow in question has been determined by the Director to be a source of a pollutant or pollutants to the waters of the United States or to the MS4;

- (2) Written notice of such determination has been provided to the discharger; and
- (3) The discharge has continued after the expiration of the time given in the notice to cease the discharge.
- (d) A person commits an offense if the person introduces or causes to be introduced into the MS4 any harmful quantity of any substance.

Sec. 46-190. Connection of Sanitary Sewer Prohibited.

A person commits an offense if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 46-191. Nuisances.

- (a) An actual or threatened discharge to the MS4 that violates or would violate this article is hereby declared to be a nuisance.
- (b) A line conveying sewage or designed to convey sewage that is connected to the MS4 is hereby declared to be a nuisance.

Sec. 46-192. Emergency Suspension of Utility Service and MS4 Access.

- (a) The Town may, without prior notice, suspend water service, sanitary sewer service and/or MS4 discharge access to a person discharging to the MS4, waters of the United States or POTW when such suspension is necessary to stop an actual or threatened discharge which:
 - (1) Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons; or
 - (2) Presents or may present imminent and substantial danger to the MS4 or waters of the United States.
- (b) When the Director determines that Town-provided water and/or sanitary sewer service needs to be suspended pursuant to subsection (a) above, the Director shall request the Director of the department of water to do so.
- (c) As soon as is practicable after the suspension of service or MS4 discharge access, the Director shall notify the violator of the suspension in person or by certified mail, return receipt requested and shall order the violator to cease the discharge immediately. When time permits, the Director should also attempt to notify the violator prior to suspending service or access.

- (d) If the violator fails to comply with an order issued under subsection (c) above, the Director may take such steps as the Director deems necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- (e) The Town shall not reinstate suspended services or MS4 access to the violator until:
 - (1) The violator presents proof, satisfactory to the Director, that the noncomplying discharge has been eliminated and its cause determined and corrected;
 - (2) The violator pays the Town for all costs the Town incurred in responding to abating, and remediating the discharge or threatened discharge; and
 - (3) The violator pays the Town for all costs the Town will incur in reinstating service or access.
- (f) A violator whose service or access has been suspended or disconnected may appeal such enforcement action to the Director, in writing, within ten days of notice of the suspension in accordance with § 46-182 of this chapter.
- (g) The Town may obtain a lien against the property to recover its response costs pursuant to the procedure set out in § 46-27 of this chapter.
- (h) The remedies provided by this section are in addition to any other remedies set out in this chapter. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.

Sec. 46-193. Non-Emergency Suspension of Utility Service and MS4 Access.

- (a) The Town may terminate the Town-provided water supply, sanitary sewer connection and/or MS4 access any person discharging to the MS4 in violation of this article, if such termination would abate or reduce the illicit discharge.
- (b) The Director will notify a violator of the proposed termination of its water supply, sanitary sewer connection and/or MS4 access. The violator may petition the Director for a reconsideration and hearing pursuant to § 46-182 of this chapter.
- (c) The Town shall not reinstate suspended services or MS4 access to the discharger until:
 - (1) The violator presents proof, satisfactory to the Director, that the noncomplying discharge has been eliminated and its cause determined and corrected; and

- (2) The violator pays the Town for all costs the Town will incur in reinstating service or MS4 access.
- (d) The remedies provided by this section are in addition to any other remedies set out in this chapter. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.
- (e) A person commits an offense if the person reinstates water service, sanitary sewer service and or MS4 access to premises terminated pursuant to this section, without the prior approval of the Director.

Sec. 46-194. Notification of Spills.

- (a) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or Water of the United States, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
- (b) In the event of a release of hazardous materials, the person responsible for the facility or operation, or responsible for emergency response for a facility or operation, shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the Director of Public Works in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director of Public Works, at Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068 within three business days of the phone notice.
- (c) If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 46-195. Power to enter property.

- (a) The Director of Public Works and other duly authorized employees of the Town bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this article.
- (b) Anyone acting under this authority shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection.

- (c) Except when caused by negligence or failure of the company to maintain safe conditions, the Town shall indemnify the company against loss or damage to its property by Town employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the sampling operation.
- (d) The Director of Public Works and other duly authorized employees of the Town bearing proper credentials and identification are entitled to enter all private properties through which the Town holds a negotiated easement for the purposes of:
 - (1) Inspection, observation, measurement, sampling, or repair;
 - (2) Maintenance of any portion of the sewerage system lying within the easements; and
 - (3) Conducting any other authorized activity.
- (d) All activities shall be conducted in full accordance with the terms of the negotiated easement pertaining to the private property involved.

Sec. 46-196. Abatement by Town.

- (a) In the event that an owner shall fail to comply with this article, the Director or designee may notify such owner by letter addressed to such owner at such owner's post office address, or by publication as many as two times within ten consecutive days in a local newspaper, if personal service may not be had on the owner, or the owner's address is not known. The notification shall contain in brief terms the condition or conditions which exist on such owner's premises which fail to comply with this article. At the expiration of ten days after the final date of publication, the Town may enter upon such premises and may do such work as necessary, or cause the same to be done, to abate the unlawful condition of the premises in order that the premises may comply with the requirements of this article. A statement of the cost incurred by the Town to abate such condition shall be mailed to the owner of the premises and such statement shall be paid within 30 days of the date of the mailing of the statement of costs.
- (b) In the event that an owner shall have an emergency condition, the Director or his designee may enter upon such premises and may do such work as necessary, or cause the same to be done, to abate the condition in order that the premises may comply with the requirements of this article. For the purposes of this section, "emergency condition" shall be defined as any condition or conditions which are or reasonably could be considered an immediate threat to the health, safety or welfare of the citizens of the Town or to the environment. A statement of the cost incurred by the Town to abate such condition shall be mailed to the owner of the

premises and such statement shall be paid within 30 days of the date of the mailing of the statement of costs.

- (c) Any person found to be guilty of violating provisions of this article shall become liable to the Town for any expense, loss or damage incurred by the Town for reason of appropriate cleanup and proper disposal of said waste materials. Additionally, an administrative fee equal to one-half of assessed cleanup costs shall be levied by the Town against the guilty party.

Sec. 46-197. Punishment for violations; other remedies.

- (a) Any person, firm or corporation who violates any provision of this article or violates any requirement established is guilty of a misdemeanor and upon conviction is punishable by a fine of up to \$2,000.00 for each act of violation and for each day of violation.
- (b) Any person, firm or corporation, who obstructs, impedes or interferes with a representative of the Town or with a representative of a Town department, is guilty of a misdemeanor and upon conviction is punishable by a fine of up to \$2,000.00 for each act of violation and for each day of violation.
- (c) In addition to proceeding under authority of subsections (a) and (b) of this section, the Town is entitled to pursue all criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person, firm, or corporation that remains in violation of this article.
- (d) The regulatory authority may cause to be impounded a vehicle which is being operated in violation of this article, and may authorize the holding of the vehicle until the violation is corrected. The regulatory authority may also revoke the permit for the improperly operated vehicle.
- (e) In addition to prohibiting certain conduct by any person, it is the intent of this article to hold a corporation or association legally responsible for prohibited conduct performed by an agent acting in behalf of a corporation or association and within the scope of his office or employment.”

SECTION 3. Savings/Repealing Clause. All ordinances of the Town in conflict with the provisions of this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 4. Severability. Should any section, subsection, clause, or phrase of this Ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full for force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, and phrases be declared unconstitutional and invalid.

SECTION 5. Effective Date. This Ordinance shall be effective from and after its passage and publication of its caption as required by law, and the Town Secretary is hereby directed to implement such publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS on this 15th day of February, 2022.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney



Date: 02/15/2022
Agenda Item #: 4. G.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0215202202 for the Submission of a Grant Application to the Officer of Governor for the FY23 Victim Assistance, General Victim Assistance Direct Services Program.**

DESCRIPTION:

In an effort to aid the Little Elm Police Department in its endeavor to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process, grant funding is being sought from the Office of the Governor. This grant has no matching funds requirement.

Services may include the following:

Responding to the emotional and physical needs of crime victims;
Assisting victims in stabilizing their lives after a victimization;
Assisting victims to understand and participate in the criminal justice system; and
Providing victims with safety and security.

The attached resolution allows for the department to submit an application for the grant.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0215202202

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0215202202

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, FOR THE FY 23 VICTIM ASSISTANCE, GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM.

WHEREAS, The Town of Little Elm finds it in the best interest of the citizens of Little Elm, Texas that the Victim Assistance and Outreach be operated for the 3 years; and

WHEREAS, Town of Little Elm agrees to provide applicable matching funds for the said project as required by the FY23 Victim Assistance, General Victim Assistance Direct Services Program grant application; and

WHEREAS, Town of Little Elm agrees that in the event of loss or misuse of the Office of the Governor funds, Town of Little Elm assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Town of Little Elm designates Town Manager, Matt Mueller, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Town of Little Elm approves submission of the grant application for the FY23 Victim Assistance, General Victim Assistance Direct Services Program grant application to the Office of the Governor.

PASSED AND APPROVED this February 15, 2022.

Curtis J. Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Grant Number: 4529001



Date: 02/15/2022
Agenda Item #: 4. H.
Department: Community Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve **The Lawn at The Lakefront™ Logo.**

DESCRIPTION:

When The Lakefront at Little Elm™ was conceptualized, the project's vision was to develop a destination district unlike any other in the North Texas Region.

The Town also moved to brand and promote The Lakefront™ District with a distinct logo. This logo contributes to The Lakefront™ brand recognition and is used on signage, banners, social media, and at events and has contributed to increased awareness of The Lakefront™ and its success year after year. As part of the marketing of The Lakefront™, staff has worked to develop distinct and recognizable logos for the brand and its amenities, including The Cove at The Lakefront® and The Rec at The Lakefront™.

The Marketing & Communications Department has worked with the graphic designer who developed the logos for both The Lakefront™ District, The Cove at the Lakefront®, and The Rec at The Lakefront™ to create a logo for the newest amenity in the district, The Lawn at The Lakefront™ park.

At the November 16, 2021, regular Town Council meeting, staff presented three initial concepts. Town Council narrowed the field to Option 1 with some changes, including the addition of the water tower in the logo.

At the February 1, 2022, regular Town Council meeting, staff presented two options for Council consideration. Attached is the option that Town Council directed staff to bring back for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

The Lawn Logo



the Town of Little Elm

THE LAWN AT THE LAKEFRONT™

DRAFT LOGO OPTIONS

INTEGRITY | CUSTOMER SERVICE | EFFICIENCY | INNOVATION



Logo Options for The Lawn at The Lakefront™



- When The Lakefront at Little Elm™ was conceptualized, the project's vision was to develop a destination district unlike any other in the North Texas Region.
- The Town also moved to brand and promote The Lakefront™ District with a distinct logo. This logo contributes to The Lakefront™ brand recognition and is used on signage, banners, social media, and at events and has contributed to increased awareness of The Lakefront™ and its success year after year. As part of the marketing of The Lakefront™, staff has worked to develop distinct and recognizable logos for the brand and its amenities, including The Cove at The Lakefront® and The Rec at The Lakefront™.
- The Marketing & Communications Department has worked with the graphic designer who developed the logos for both The Lakefront™ District, The Cove at the Lakefront®, and The Rec at The Lakefront™ to create a logo for the newest amenity in the district, The Lawn at The Lakefront™ park.
- Brought 3 initial concepts to Council in November 2021; Council narrowed the field to Option 1 with some changes. Council then requested addition of the water tower in the logo.

Option 1



- Elements of Design:
 - Colors – Bright and eye-catching.
 - Orientation – The horizontal orientation of this image is ideal for marketing materials
 - The elements of the design evoke the idea of a green space/outdoor destination.
 - Addition of the Water Tower as the “A” in Lawn.



Questions?



Town Council Meeting

Date: 02/15/2022
Agenda Item #: 4. I.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider action to Approve the **Final Acceptance of the Crescent Lake Retaining Wall Project.**

DESCRIPTION:

In October 2021, Town Council awarded a construction contract to Superior Concrete Products for the emergency repair of an existing retaining wall near 3764 Crescent Lake Drive. A portion of this wall is located on Town-owned property and the remaining length is located on private property owned by the adjacent homeowner. Town Council also authorized a separate agreement with the adjacent homeowner that allowed the homeowner to contribute funding to cover the costs of replacing failed wall sections located on private property.

As of January 2022, the project is complete and the agreement between the Town and adjacent homeowner has been executed. Upon final acceptance, the homeowner will provide additional funding related to the repairs. All final closeout documents have also been received.

BUDGET IMPACT:

Funding for the Town's portion of the project was allocated in the Drainage Fund:

\$	255,860.00	Original Contract Amount
\$	31,968.00	Change Order #1 – Add Homeowner Portion
\$	287,828.00	Final Contract Amount
\$	11,896.40	Retainage Due

RECOMMENDED ACTION:

Staff recommends approval of the final acceptance and authorizing the release of \$11,896.40 in retainage funds.

Attachments

Final Pay Application

Executed Homeowner Agreement



1203 Raider Drive
Euless, TX 76040
P: 817.277.9255
F: 817.261.0194
800.942.9255
ConcreteFence.com

January 27, 2022

Town of Little Elm
ATTN: Wesley Brandon
100 W. Eldorado Pkwy
Little Elm, TX 75068

Invoice # RET-4840

RE: **Job #** 4840
 Job Name Crescent Lake Drive
 Job Location Little Elm, TX

INVOICE

Contract Amount	\$	255,860.00
Change Orders	\$	<u>31,968.00</u>
Total Contract Amount	\$	287,828.00
Less: Prior Billings	\$	245,562.00
Retainage Held to date:		
Remaining Contract Balance	\$	-
Current Billing	Retainage	\$ 11,896.40
Less: Retainage		<u>\$ -</u>
Amount Due	\$	11,896.40

*Please UPS overnight our account number is F6972R
or Federal Express number 1141-3049-4*

REMIT TO: 1203 RAIDER DRIVE EULESS, TX 76040

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**RETAINING WALL AGREEMENT
 WITH STEPHANIE MARCHIONDA**

This Retaining Wall Agreement with Stephanie Marchionda ("**Agreement**") is entered into this 29th day of December, 2021, by and between the Stephanie Marchionda ("**Marchionda**"), and the Town of Little Elm, Texas ("**Town**"). Marchionda and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**".

Recitals:

1. This Agreement is made to facilitate the replacement of a failing retaining wall (the "**Wall**") located near 2764 Crescent Lake Drive in the Town of Little Elm. The Wall has experienced severe structural instability due to ground movement. A portion of the Wall is located on Town-owned property, with the remaining length of the Wall being located on property owned by the adjacent landowner, Marchionda, the owner of the property located at 2768 Crescent Lake Drive.

2. The Town and Marchionda have agreed that the Wall should be replaced, that the Town should pay for the replacement of the portion of the Wall located on Town-owned property, and that Marchionda should pay for the replacement of the portion of the Wall located on her property. Based on a proposal submitted to the Town for the repair and/or replacement of the entire length of the Wall, Marchionda's estimated cost for the replacement of her portion of the Wall is \$31,968.

3. Marchionda has obtained conditional approval of a mortgage loan from Green Brick Mortgage, LLC, in the amount of \$260,000 (the "**Loan**") to allow her to fund her portion of the Wall replacement cost, which Loan is set forth in the Mortgage Loan Conditional Approval letter attached hereto as **Exhibit A**. Due to the requirements of the lending institution, the Loan cannot be closed, however, until after the work on the Wall is completed.

4. To ensure that the needed Wall replacement occurs, the Town is willing to pay the Wall replacement contractor for the entirety of the work (including Marchionda's portion of the Wall) provided that (a) Marchionda agrees to obtain the Loan within 60 days of the completion of the Wall replacement, and (b) agrees to pay to the Town \$31,968 within 10 days of Marchionda's receipt of the Loan proceeds. Marchionda agrees that her failure to timely pay the Town the lawful debt created by this Agreement will authorize the Town to file a lien against her property in the amount owed, as well as providing the Town with the lawful grounds to pursue other collection methods as allowed by law. Marchionda further agrees that this Agreement constitutes a promissory note between her and the Town in the amount of \$31,968.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Marchionda and the Town do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until all obligations contained in the Agreement shall be fully satisfied.

Section 3. Agreements. Marchionda and the Town agree as follows:

- A. The Wall contemplated by this Agreement is described in the Superior Concrete Products estimate attached hereto as ***Exhibit B*** and incorporated herein by reference.
- B. The Town agrees to require the construction of the Wall and agrees to pay the Wall contractors for the construction of the Wall.
- C. Marchionda agrees to pay the Town \$31,968 for the construction of the Wall on her property at 2768 Crescent Lake Drive in the Town of Little Elm (hereinafter referred to as the "**Debt**"). Marchionda promises to pay to the order of the Town of Little Elm, Texas, the Debt as set forth in this Agreement.
- D. Marchionda agrees to obtain the Loan, which Loan is set forth in the Mortgage Loan Conditional Approval letter attached hereto as ***Exhibit A***, within 30 days of the completion of the replacement of the Wall, and to pay to the Town the full amount of the Debt within 10 days of Marchionda's receipt of the Loan proceeds.
- E. Marchionda agrees and understands, however, that the Debt created by this Agreement is not conditioned upon her successfully obtaining the Loan and that, in the unlikely event that the Loan proceeds are not obtained, that Marchionda is still lawfully indebted to the Town in the amount of the Debt and that the Town is lawfully authorized to file a lien against her property in the amount of the Debt, as well as pursuing all other lawful avenues to collect the Debt as allowed by law.
- F. Marchionda hereby grants a license to and permission for the Town, and its contractors, to enter upon her property to remove the existing retaining wall and to perform all work necessary to construct the Wall.
- G. The portion of the Wall on Marchionda's property, once completed, approved and accepted by the Town, will become the sole property of Marchionda and the Marchionda understands and agrees that she solely will have the ongoing obligation to perpetually maintain the Wall.

Section 4. Miscellaneous.

- A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas,

without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

- B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- C. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.
- E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- G. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- I. This Agreement may be only amended or altered by written instrument signed by Marchionda and the Town.

- J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- L. In the event either party defaults in the performance of any of the terms of this Agreement the other party agrees to pay the prevailing party's reasonable attorneys' fees.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

STEPHANIE MARCHIONDA

By: Stephanie Marchionda
Stephanie Marchionda

Date: 12/29/2021

TOWN OF LITTLE ELM, TEXAS

DocuSigned by:
Matt Mueller
27A1329A2C794F5...
Town Manager

Date: 12/29/2021

ATTEST:

DocuSigned by:
Caitlan Biggs
13D40235A2334C5...
Town Secretary



Date: 02/15/2022
Agenda Item #: 5. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1660 Regarding a Request to Rezone Approximately 38.465 Acres of Land, Currently Zoned as Agriculture (AG) and Light Commercial (LC), Generally Located South of East University Drive (US 380), Approximately 2,500 Feet East of Providence Boulevard, in Order to Establish a New Planned Development District, to Allow the Development of a New Single Family Residential Subdivision in Connection with the Spiritas Ranch Planned Development.**

Open Public Hearing:

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1660:

DESCRIPTION:

Location. Generally located south of East University Drive (US 380), approximately 2,500 feet east of Providence Boulevard, within Little Elm's town limits.

Background. Subject property is a vacant undeveloped land totaling 38.468 acres, currently zoned as Agriculture (AG). The subject property is located on the south side of US Highway 380 adjacent to Spiritas Ranch master planned development.

Recently, the Town approved a new master planned community with single-family residential, as well as public and retail uses, known as Spiritas Ranch. The proposed Spiritas East Planned Development is an extension to the existing PD, with a mix of 40-foot wide, 50-foot wide, and a courtyard single-family residential product. In 2021, the Town and property owner executed a developers' agreement with development standards.

At this time, the applicant is bringing forward the rezoning request for approval of a new Planned Development (PD) district that would incorporate the development plans and development standards established by the developers' agreement for the residential component. The new PD

would allow for the development of the Spiritas East, an extension of the Spiritas Ranch community, consisting of 146 single-family dwelling units.

The applicant is proposing to utilize the existing Single Family 4 (SF4) as the base zoning district to create three types of residential subdistricts, with modified development standards as outlined in the following sections. The new Planned Development district includes a concept plan identifying locations for the various lot designations that will be incorporated into the PD as part of the overall requirements.

Proposal. The proposed project consists of 25 owner-occupied single family residential dwelling units with a centrally located amenity open space, as well as a detention pond in the southeast corner of the development proposed as an open space with amenities. The proposed residential density is now 4.3 units per gross acre (du/ac).

The applicant is proposing Single-Family 4 (SF4) as the base zoning district, with modified development standards as outlined in the following sections. The new Planned Development (PD) district includes development plans and multiple exhibits that will be incorporated into the PD as part of the overall requirements.

Uses. The uses within the new PD are proposed to comply with uses permitted for SF-4 Single-Family district, with the additional accessory uses such as model homes, temporary offices, temporary asphalt and concrete batch plants, temporary construction yard, and concrete washouts.

Area Requirements. SF-4A lots are proposed at 40' feet minimum width and lot area of at least 4,500 square feet. SF-4B lots are proposed at 50' feet minimum width and lot area of at least 5,650 square feet. SF-4C lots are proposed at 40' feet minimum width and lot area of at least 5,000 square feet. Additional setback, living area, lot coverage, and garage regulations as listed and shown in the PD exhibits.

Design Standards. Standards as listed below and shown in the PD exhibits.

Exterior Materials. Front facing exterior facades of the main building or structure shall be constructed of 100% masonry, comprised of brick, stone, cast stone. Minimum masonry of all facades shall be 85%. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. The PD allows special exceptions to increased stucco and hardie board percentages for specific design, at the discretion of the Director of Development Services.

Elevation Repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four lots in either direction on the same side of the street.

Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director.

Gifts to the Street. All buildings shall include decorative driveway paving and at least three of the listed design features.

Landscaping. The PD establishes trails requirements, tree requirements, and retention/detention pond design criteria as shown in the PD exhibits.

Parks and Open Space. The PD establishes a 1.1 acre park on the northeast corner of the development and .3 acres of open space, with an eight-foot trail connecting the park to the Spiritas Ranch trail as shown in the PD exhibits.

Street. The PD establishes street categories and associated standards for each type of street as shown in the PD exhibits.

General. The PD establishes general subdivision policies specific to the subdivision as well as engineering design standards as shown in the PD exhibits.

Comprehensive Plan. The future land use of this area is identified as Commercial/Retail, however the Town's Zoning Ordinance allows for consideration of a Planned Development district within any zoning district category.

Commission Findings.

At their regular meeting on January 20, 2022, the Planning and Zoning Commission made a recommendation to approve the request as presented, with five in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

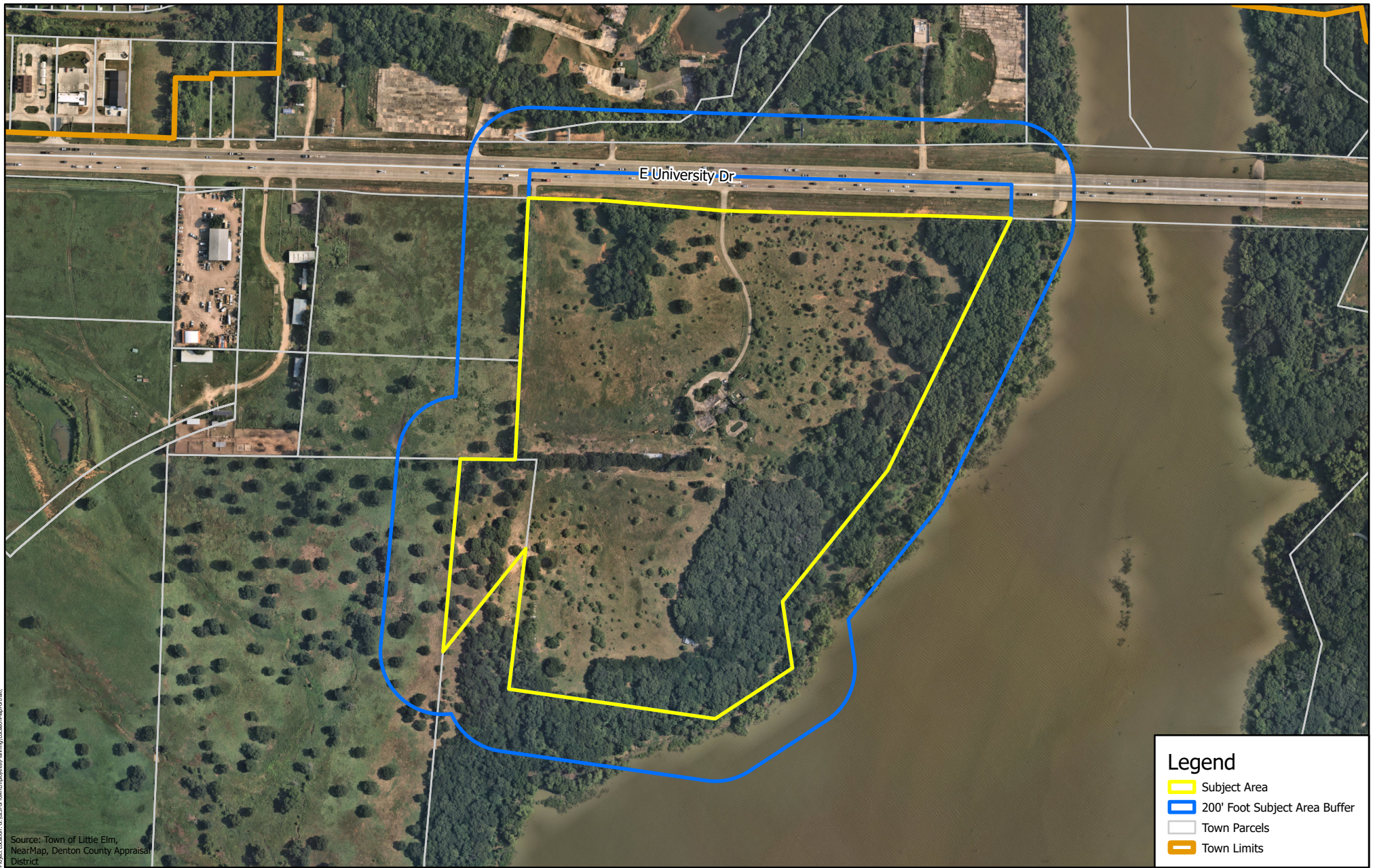
RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the proposed rezoning request as presented.

Attachments

Location Map

Ordinance No. 1660



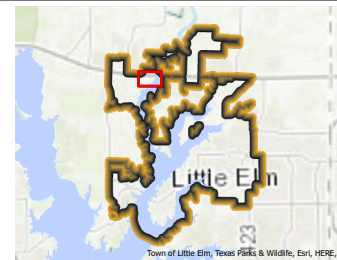
Spiritas East Zoning Case

0 0.05 0.1 0.2 Miles



**Town of Little Elm
Denton County, Tx**

Date: 1/10/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

**TOWN OF LITTLE ELM
ORDINANCE NO. 1660**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM AGRICULTURE (AG) DISTRICT TO A PLANNED DEVELOPMENT – SINGLE FAMILY 4 (PD-SF4) DISTRICT IN ORDER TO ALLOW A NEW SINGLE FAMILY DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 38.468 ACRES OF LAND GENERALLY LOCATED SOUTH OF EAST UNIVERSITY DRIVE (US 380), APPROXIMATELY 2,500 FEET EAST OF PROVIDENCE BOULEVARD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for a Planned Development-Single Family 4 (PD-SF4) with modified development standards on approximately 38.468 acres of land currently zoned Agriculture (AG), more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on January 20, 2022 the Planning & Zoning

Commission considered and made recommendations on a request for a Planned Development-Single Family 4 (PD-SF4) (Case No. PD-21-07137); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a Planned Development-Single Family 4 (PD-SF4) with modified development standards in order to allow a new single family development generally located south of East University Drive (US 380), approximately 2,500 feet east of Providence Boulevard, within Little Elm Town limits, approximately 38.468 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Single Family 4 (SF4) District, unless otherwise specified herein:

- a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Single Family 4 (PD-SF4). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then

the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of February, 2022.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A
Property Description

DESCRIPTION
38.468 ACRE TRACT

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in the Town of Little Elm, Denton County, Texas, and being part of that certain tract of land described in deed to Robert G. Penley recorded in Volume 623, Page 106, of the Real Property Records of Denton County, Texas (RPRDCT), and part of that certain tract of land described in deed to Robert G. Penley and Faith Penley recorded in Volume 2210, Page 648, RPRDCT, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "COBB-FENDLEY" found at the northeast corner of said Penley tract recorded in Volume 623, Page 106, RPRDCT, and being located on the southerly right-of-way line of US Highway No. 380 (variable width right-of-way), said southerly line according to deed to the State of Texas recorded in Volume 315, Page 504, RPRDCT, and also being located in the westerly "Take Line" of Lake Lewisville;

THENCE South 27°07'16" West, with said westerly "Take Line" of Lake Lewisville, passing at a distance of 5.32 feet a U.S. Army Corps of Engineers (USACOE) monument found, continuing with said "Take Line" in all, a total distance of 875.53 feet to an Army Corps of Engineers monument found;

THENCE continuing with said west "take line", the following courses to Army Corps of Engineers monuments found:

South 40°18'51" West, a distance of 544.09 feet;

South 09°54'29" East, a distance of 217.10 feet;

South 57°22'24" West, a distance of 298.04 feet;

North 82°50'29" West, a distance of 641.93 feet;

North 05°25'44" East, a distance of 396.40 feet;

And South 42°17'36" West, a distance of 385.19 feet, said monument being located on the east line of that certain tract of land described in deed to MM Little Elm 548, LLC recorded in Instrument No. 2020-123025, RPRDCT;

THENCE with said east line, the following courses:

North 05°42'19" East, a distance of 621.88 feet to a 5/8" iron rod found;

And South 88°08'15" East, a distance of 170.04 feet to a 5/8" capped iron rod found;

THENCE North 03°11'21" East, continuing with said east line of the MM Little Elm 548, LLC tract, and the east line of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 2737, Page 126, RPRDCT, a distance of 653.60 feet;

THENCE departing said east line of the Spiritas Ranch Enterprises tract, and over and across said Robert G. Penley tract recorded in Volume 623, Page 106, RPRDCT, the following courses:

South 84°22'49" East, a distance of 502.60 feet;

And North 05°15'54" East, a distance of 200.74 feet to a point located in said south right-of-way line of US Highway 380;

THENCE South 84°36'22" East, with said south right-of-way line of US Highway 380, a distance of 80.00 feet;

THENCE departing said south right-of-way line of US Highway 380, the following courses:

South 05°15'54" West, a distance of 201.00 feet;

South 87°10'23" East, a distance of 514.31 feet;

And North 01°53'44" East, a distance of 209.31 feet to a point located on said south right-of-way line of US Highway 380;

THENCE South 88°16'39" East with said south right-of-way line of US Highway 380, a distance of 50.00 feet;

THENCE departing said south right-of-way line of US Highway 380, and over and across said Robert G. Penley tract recorded in Volume 623, Page 106, RPRDCT, the following courses:

South 01°53'44" West, a distance of 210.27 feet;

South 87°10'23" East, a distance of 52.86 feet;

North 41°38'43" East, a distance of 60.89 feet;

North 41°48'16" East, a distance of 45.80 feet;

North 43°25'46" East, a distance of 25.15 feet;

North 51°51'09" East, a distance of 24.67 feet;

North 54°02'19" East, a distance of 12.14 feet;

North 48°36'19" East, a distance of 10.43 feet;

North 37°47'16" East, a distance of 9.58 feet;

North 15°43'13" East, a distance of 5.97 feet;

North 12°02'26" East, a distance of 10.27 feet;

North 00°46'57" West, a distance of 14.90 feet;

North 11°51'34" West, a distance of 38.07 feet;

And North 14°47'27" West, a distance of 5.08 feet to a point located in said south right-of-way line of US Highway 380;

THENCE South 88°16'39" East with said south right-of-way line of US Highway 380, a distance of 233.52 feet to the POINT OF BEGINNING, containing an area of 38.468 acres of land.

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849393).

EXHIBIT B
PD Standards

Exhibit E
DEVELOPMENT STANDARDS

I. LOT TYPE REGULATIONS

Spiritas East Development will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type SF-4A:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) - permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices - permitted by right
 - d. Temporary asphalt batch plants - requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards - permitted by right
 - g. Concrete Washouts - permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,500+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.
Front Yard:	20 feet minimum
Rear Yard:	20 feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	40 feet minimum (measured at front building line)
Garage:	May face front or side street.

B. Lot Type SF-4B:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) – permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices – permitted by right
 - d. Temporary asphalt batch plants – requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards – permitted by right
 - g. Concrete Washouts – permitted by right
2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,650+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-nine percent (59%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 2,000 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,800 square feet minimum.
Front Yard:	20 feet minimum
Rear Yard:	20 feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	50 feet minimum (measured at front building line)
Garage:	May face front or side street.

C. Lot Type SF-4C (Courtyard Lots):

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:
 - a. Model homes (inclusive of early permits) - permitted by right
 - b. Temporary sales offices - permitted by right
 - c. Temporary construction offices - permitted by right
 - d. Temporary asphalt batch plants - requires administrative approval only
 - e. Temporary concrete batch plants – requires administrative approval only
 - f. Temporary construction yards - permitted by right
 - g. Concrete Washouts - permitted by right

2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

3. Area Regulations: SF-4C area regulations shall comply with **Exhibit E.1** below and the following minimum standards shall be required as measured from property lines:

Lot Size:	5,000+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.
Front Yard:	20 feet minimum
Rear Yard:	10 feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 feet minimum
Side Yard Adj. to Street:	15 feet minimum
Lot Width:	40 feet minimum (measured at front building line)
Garage:	May face front or side street.

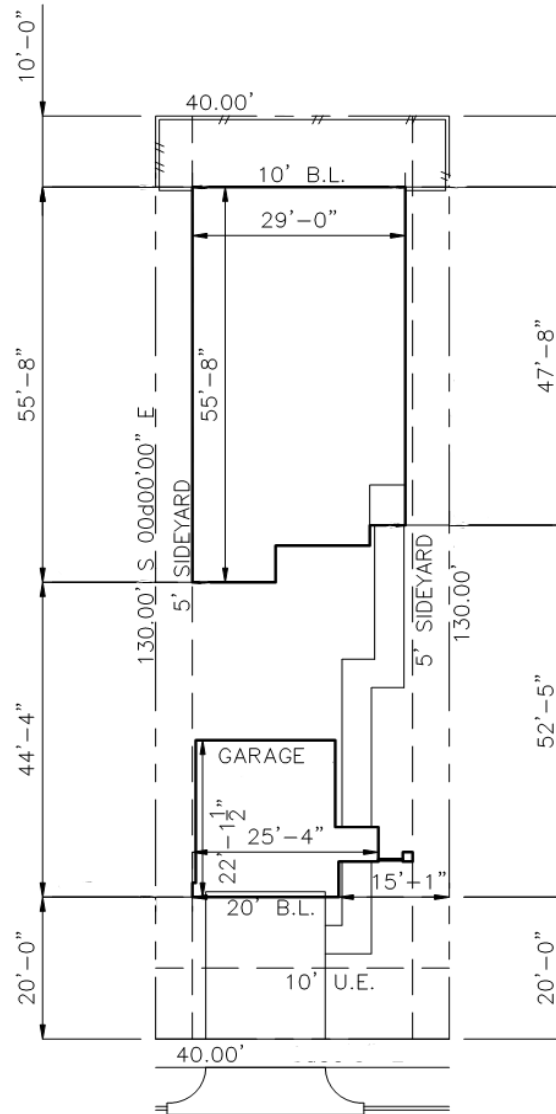


Exhibit E.1 – Courtyard Lots

II. DEVELOPMENT AND DESIGN STANDARDS

A. **Street:** The following street types shall establish the criteria for streets allowed within Spiritas East Development.

1. **Entry Road** (80' Right-of-Way)

Public Right of Way Width:	80'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	11.5'

4. **Urban Mix Residential (R – Residential Street, 50' Right-of-Way)**

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50'
Pavement Width:	31' B/B
Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	9.5'
Parking:	Allowed on both sides

B. Residential Architectural Design Standards: All development within Spiritas East Development shall comply with Section 106-06 of the Town of Little Elm Zoning Ordinance with the following modification:

1. Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. The overall minimum masonry content of all facades shall be 85 percent. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.
2. Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, southwest or modern, then the use of stucco as a primary material will be allowed. All elements of the architectural style must be consistently incorporated, including but not limited to composition roof and clay roof tiles, typical of the style. Residences with primarily stucco finishes may be accented with heavy wood beams, stonework or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered.
3. Cementitious fiberboard and engineered wood. Cementitious fiberboard or engineered wood may constitute up to 50 percent of the exterior facades of stories other than the first floor if the 85 percent masonry finishing materials is maintained overall. Cementitious fiberboard or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the director.
4. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on ~~four-two~~ lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and reduces monotony of design. Houses that have a primarily stucco exterior shall be limited to three per block face.
5. Elevation masonry mix and pattern. Front elevations may use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape.
6. Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or

other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director. Garage doors shall not be required to have reveals or textures or be recessed from garage face.

7. Some front porches shall be bricked.
8. Front Door enhancement. Homes shall be designed in a manner that enhances the front door rather than the garage door and shall include one of the following or other gifts to streets:
 - Front Porch
 - Columns/ Gateways/ Articulation
 - Or Other Gifts to the Streets

9. Gifts to the Street: All buildings constructed shall include decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the town's building official) and at least three (3) of the following below listed design features to provide visual relief along the front of the residence:

Garage door(s) with hardware;
Carriage style garage door(s) with hardware;
Architectural pillars or posts;
Bay window(s);
Brick chimney on exterior wall;
Cast stone accents;
Covered front porches (minimum of 30 square feet covered by main roof or an architectural extension);
Cupulas or turrets;
Dormers or gables;
Garage door not facing the street (J-swing garage style);
Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
Recessed entries a minimum of three feet deeper than main front facade;
Greater than 6:12 primary roof pitch, or variable roof pitches;
Transom windows;
Shutters;
8' Front door
Colored mortar
Brick smaller than "King Size"
Masonry arches;
Mixed masonry patterns (over and above what is required by section 106.06.02(b)(5));
Hanging or Coach lights at entrances;

Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
Divided Light Windows on the front;
Colored Windows – tan or black;
Decorative Hardware on front door or sconces next to front door;
Exposed rafter tails.

C. Landscape Standards:

1. Trees planted within the median, common areas and landscape buffers shall be a minimum 3” caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.
2. Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each seventy-five (75) linear feet of the perimeter (which may be clustered), fountains, and trash receptacles. Such ponds shall include aeration to ensure water quality. The area shall be accessible by patrons and be maintained by the property owner or established property owners association.
3. Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each fifty (50) linear feet of the perimeter (which may be clustered), benches and trash receptacles.
4. At least one (1) small ornamental tree, per lot, shall be planted in the side yard of lots adjacent to a street. Trees shall be a minimum 3.0” caliper.
5. Tree Requirements:
Each lot shall have a minimum of two (2) total trees with a combined minimum caliper of 6-inches.
6. No tree mitigation will be required for this project.
7. All front yard landscape beddings are not required to be edged with masonry.

D. Residential fences: All residential fences shall be 6-foot cedar board on board fencing with a top cap on all sides of the lots.

III. GENERAL SUBDIVISION POLICIES

1. No alleys are required within the Spiritas Development.
2. Trails: All trails shall be 8' wide with a minimum 15' wide level ground surface.
3. (j) (7) a. Parallel Streets – Remove section 107.08.02 (j)(7) a. This section requires 60% of the frontage of creeks to be by ROW
4. (j) (7) b. Cul-de-sac streets – Remove section 107.08.02 (j)(7) b. This section limits the placement of cul-de-sacs, disallows multiple cul-de-sacs in a row, and adds a requirement for a feature at the end of the cul-de-sac. Also puts restrictions on how many cul-de-sacs can be closed off to the floodplain
5. (j)(8) Setbacks. Adjust side yard setbacks adjacent to creeks/shorelines to be 15' minimum.

Section 107.08.03 – Streets and alleys

6. (b)(5) Maximum street length. “No street shall be more than 1,000 feet in length”. Change to “1,200”
7. (6) Curvilinear requirement. Remove this paragraph. “When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius.”
8. (7) Street calming methods. Remove this paragraph.

Section 107.08.06 – Other subdivision regulations

9. (e)(3)a. Remove paragraph. Section is requirement for live-screening of franchise utility ground-mounted equipment - 3' spacing of five-gallon shrubs

Section 107.09.01 – Applicability and general requirements

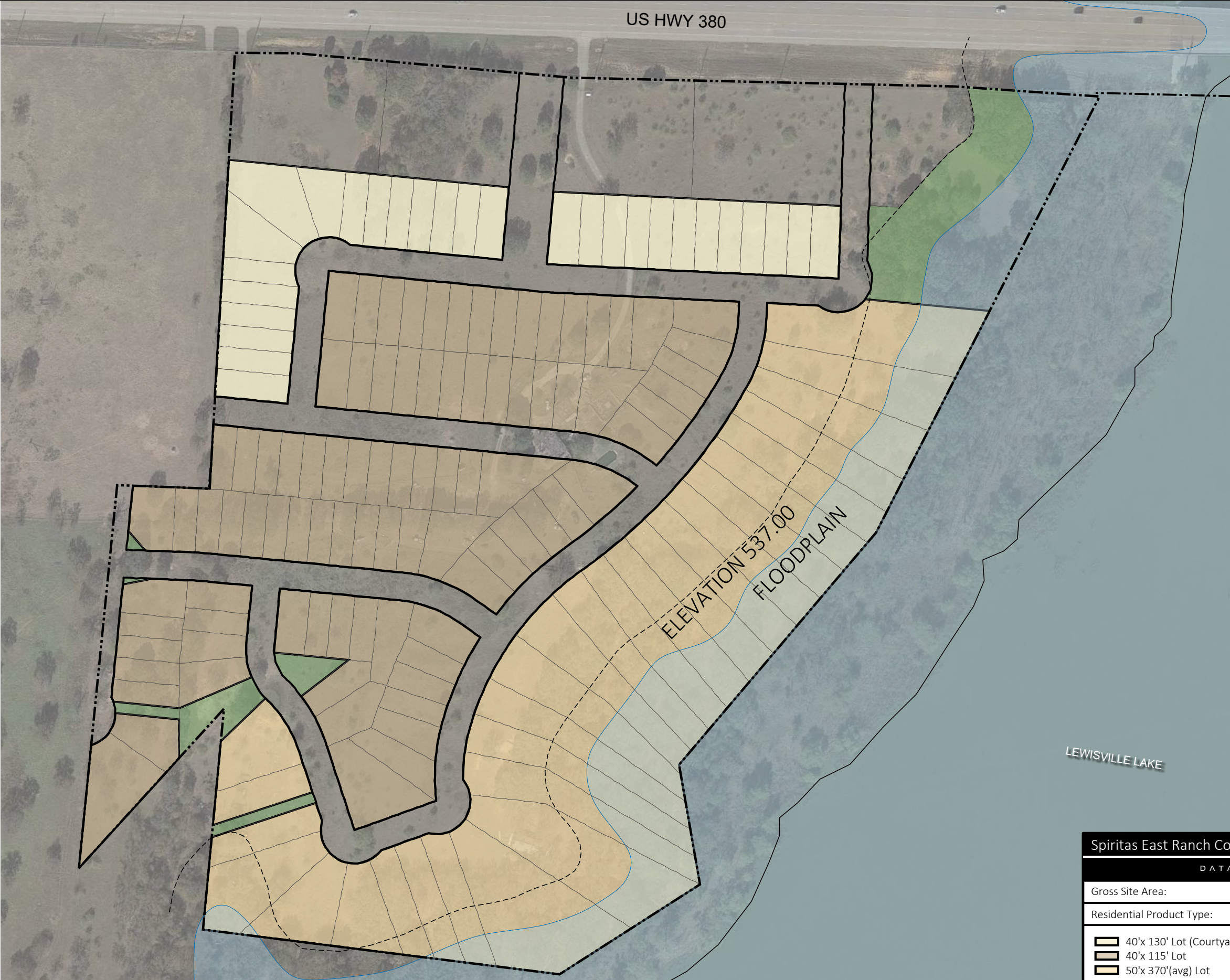
10. (b)(5) Non-residential uses adjacent to parks. Revise section to remove requirement that use cannot back up to park/open space
11. (b)(6) Street abutting a park. Remove 2nd sentence that may require streets abutting open space to be increased width from 31' to 37'.

IV. ENGINEERING DESIGN STANDARDS

Section 3.0 – Drainage design requirements

1. E. – Remove requirement for concrete lining of channels based on CA values. Concrete should remain as an option, but not a requirement. Alternative stabilization techniques shall be approved by the Town Engineer if lining of channel is not concrete.

EXHIBIT C
Development Plans






Spiritas East Ranch Concept Plan 2	
DATA TABLE	
Gross Site Area:	43+/-
Residential Product Type:	Total
40'x 130' Lot (Courtyard Lots)	28
40'x 115' Lot	89
50'x 370'(avg) Lot	29
Total Lots	146

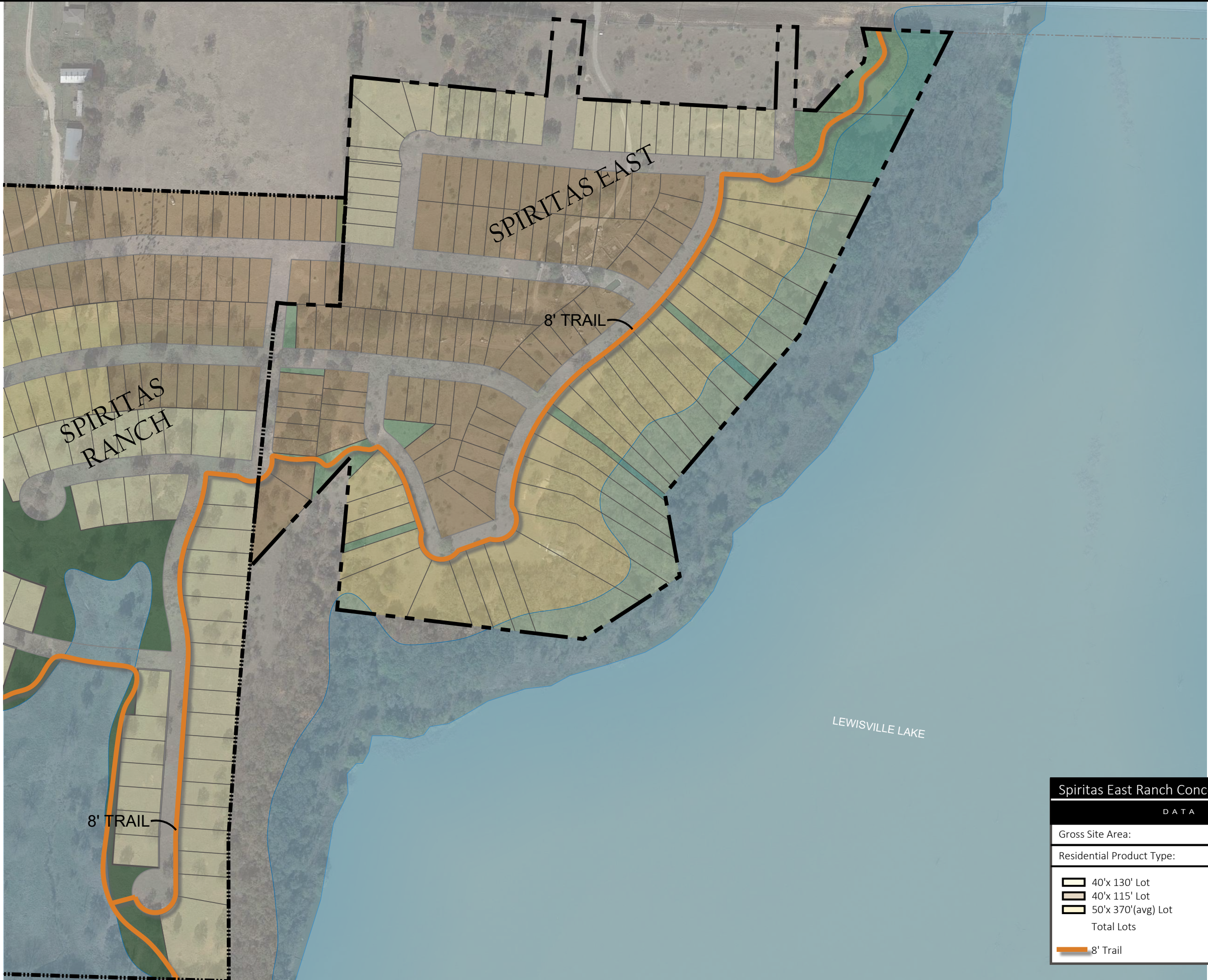
US HWY 380







PARKS & OPEN SPACE

Spiritas East Ranch Concept Plan 2	
DATA TABLE	
Active Parks (Suitable for open play)	
 Parks	1.1 AC.
Passive Parks	
 Open Space	0.8 AC.
 Floodplain	1.0 AC.

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Spiritas East Ranch Concept Plan 2	
DATA TABLE	
Gross Site Area:	43+/-
Residential Product Type:	Total
 40'x 130' Lot	28
 40'x 115' Lot	89
 50'x 370'(avg) Lot	29
Total Lots	146
 8' Trail	

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COURTYARD PRODUCT

Generic

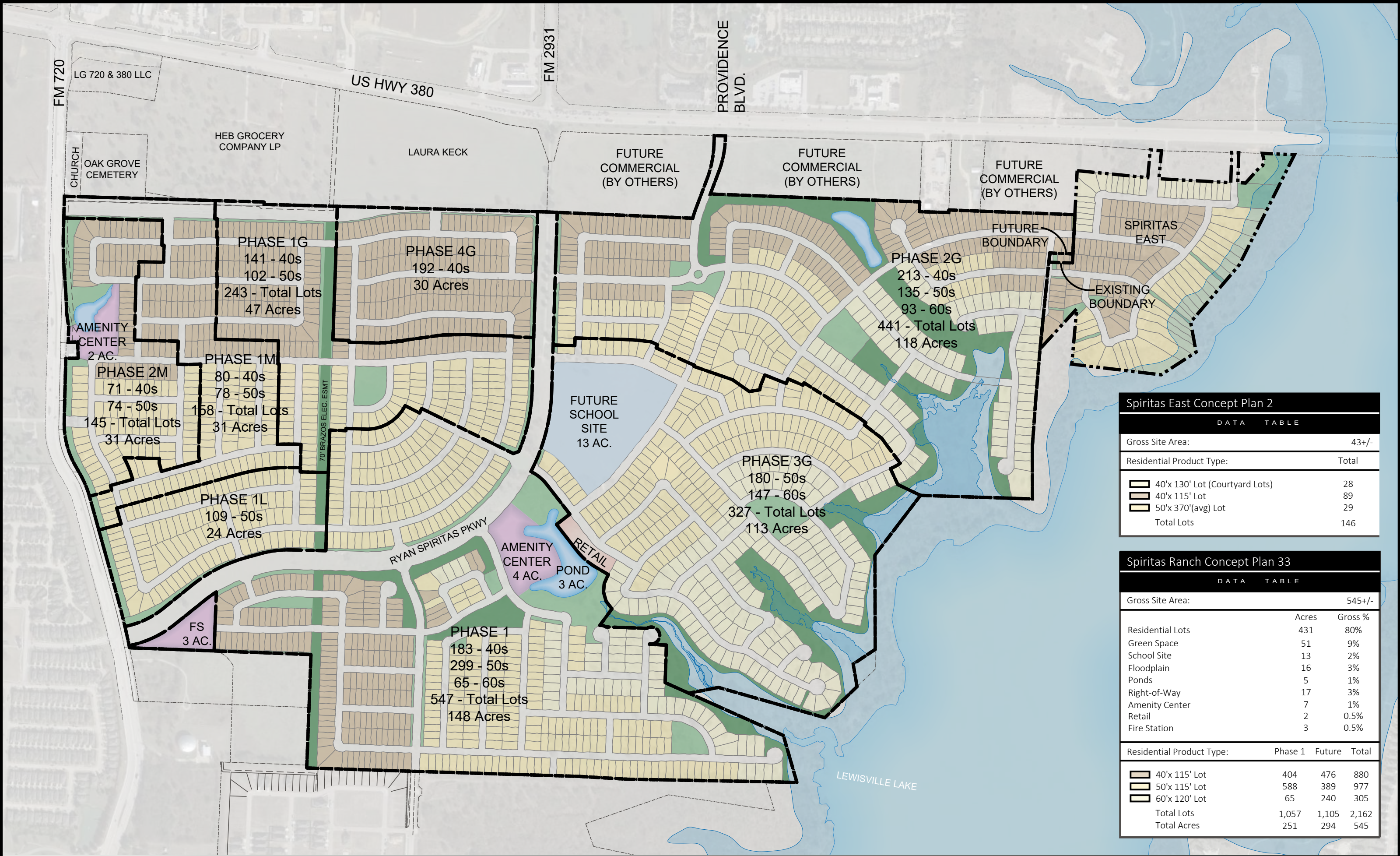


TRADITIONAL PRODUCT




Generic



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Spiritas East Concept Plan 2	
DATA TABLE	
Gross Site Area:	43+/-
Residential Product Type:	Total
40'x 130' Lot (Courtyard Lots)	28
40'x 115' Lot	89
50'x 370'(avg) Lot	29
Total Lots	146

Spiritas Ranch Concept Plan 33				
DATA TABLE				
Gross Site Area:		545+/-		
	Acres	Gross %		
Residential Lots	431	80%		
Green Space	51	9%		
School Site	13	2%		
Floodplain	16	3%		
Ponds	5	1%		
Right-of-Way	17	3%		
Amenity Center	7	1%		
Retail	2	0.5%		
Fire Station	3	0.5%		
Residential Product Type:		Phase 1	Future	Total
 40'x 115' Lot	404	476	880	
 50'x 115' Lot	588	389	977	
 60'x 120' Lot	65	240	305	
Total Lots	1,057	1,105	2,162	
Total Acres	251	294	545	



Date: 02/15/2022
Agenda Item #: 6. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Request for a Variance from Section 107 - Subdivision Ordinance, for CEC Witt Addition on Approximately 1.385 Acres, Situated in the H. Kendal Survey, Abstract No. 713, within Little Elm's Town Limit, in Order to Allow a Two-Year Grace Period for Requirements Listed Under Section 107.08.01 (b) - Adequate Public Facilities.**

DESCRIPTION:

Location. Generally located on the north side of Old Witt Road, approximately 285 feet east of Witt Road, with an address of 1707 Old Witt Road, within Little Elm's town limits.

Background. This request originated from the initial Final Plat request to establish one commercial lot from an existing two-property abstract survey on approximately 1.385 acres, situated in the H. KENDAL SURVEY, Abstract No. 713, within Little Elm's town limits. The purpose of the Final Plat (FP-21-05220) is to allow building permits to be pulled on this property.

Sec. 107.05.08 - Building Permits and Certificates of Occupancy explains:

(a) No building permit shall be issued for a lot or building site unless the associated final plat has been approved by the Town of Little Elm and all public improvements as required for the final plat approval have been completed, except as permitted below:

(3) No certificate of occupancy shall be issued for a building permit or the use of a property unless all subdivision improvements have been completed and the final plat approved by the planning and zoning commission has been recorded in the county. Notwithstanding the above, the director of development services may authorize the temporary occupancy of a structure provided that an agreement providing cash escrow, a letter of credit, or other sufficient surety is approved by the town for the completion of all remaining public improvements. The certificate of occupancy may be revoked if the final plat approval and filing process is not completed.

The Final Plat was denied by the Planning and Zoning Commission on November 18, 2021, for not

meeting the following standards:

1. Section 107.08.01 (b) Adequate Public Facilities

Water. A plat will not be approved unless all of the proposed lots are connected to a public water system which is capable of providing adequate water for health and emergency purposes.

Wastewater. A plat will not be approved unless all of the proposed lots are served by an approved means of wastewater collection and treatment.

At this time, the property owner requests a variance to allow a two-year grace period to the requirements listed in Section 107.08.01 (b) - Adequate Public Facilities. However, both water and wastewater lines are existing along Witt Road and accessible for connecting to the subject property.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

This is a major variance request to Subdivision Ordinance requirements and is first directed to the Town Engineer for determination. The Town Engineer has reviewed and denied the request.

Town Engineer recommends denial of VAR-21-06705 based on the following reasons:

- Information regarding the water well operation and quality was not provided in the application. This information is required according to Section 107.08.02(d)(7) of the Town's Subdivision Ordinance. *(this item has since been addressed and report for the well operation and quality is attached)*
- Access to the Town's water and wastewater system is located directly adjacent to the subject property and would not require additional off-site utility extensions.
- The application states that financial hardship is the reason for the request. According to section 107.01.01(a)(3) of the Subdivision Ordinance, pecuniary interests alone shall not be justification for the granting of a variance.

The request was brought before the Planning and Zoning Commission on February 3, 2022, where with a vote of 2 in favor of approving the request and 4 against, the request was denied. The next step in this process allows the applicant to appeal the Commission's decision to Town Council.

Attachments

Location Map

Letter of Intent

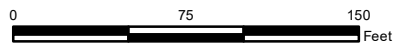
Engineer Review

Appeal to Council

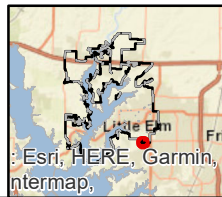


CEC Witt Addition (FP-21-05220)

Date: 10/14/2021



Location Map



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



December 14th, 2021

To: Town of Little Elm

RE: Variance - 1707 Witt Road, Little Elm, TX

Attached please find our application for Variance concerning the Water and Sewage elements of our property.

We are requesting that the **existing** potable water well and septic systems be **re-commissioned** and used instead of connecting to "City" utilities.

I have attached the Environmental Site Assessment which confirms that both systems are in conformance with Little Elm's Code Section 107.08.02 #6,7 and (e) as they relate to Water and Sewage. We are **not** going to use the Well water for commercial sale of water. It will only be used for 2 small bathrooms.

Section 107.08.02

(6) Individual wells in ETJ.

a. Well approval. Individual wells within the town's ETJ shall be subject to approval by the Denton County health official, and this approval shall be documented by the health official's signature on the water system statement on the preliminary and final plat. The property owner must submit with the preliminary and final plat applications a certificate from a professional engineer who is registered or a geoscientist who is licensed to practice in the State of Texas verifying the adequacy of the proposed well water supply and potability prior to preliminary plat and construction plans approvals.

b. Compliance with other regulations. Installation, operations and maintenance of individual wells shall comply with town standards, regulations of the Texas Commission on Environmental Quality (TCEQ), and any other applicable county or state rules and regulations. In the event of conflict among these regulations, whichever is the most stringent shall apply.

(7) Alternative water systems. Developments may be approved with alternative water facilities according to the following criteria:

a. Water well operation and quality shall meet the minimum requirements of the Texas Commission on Environmental Quality (TCEQ), Denton County, town health ordinances, and all other regulatory agencies, as applicable.

b. Water wells may not be used for commercial sale of water.

c. The cost to tie onto the public water system must exceed the certified initial capital cost of a well by 25 percent. All costs and engineering designs shall be submitted by a licensed professional engineer and are subject to review and approval by the town engineer. If a residence is located within 1,000 feet of a domestic water supply, that residence must connect to that service.

The cost to connect to the city services will exceed \$20,000 which is well over 25% higher than the already functioning well on the site.

We are willing to connect to the city water if we can get a minimum grace period of 2 years after we open for business.

Thank you,

Alan Weiss
President
Steps America, Inc.
Home Floors Remodeling and Granite Yard
4400 Preston Rd.
Frisco TX 75034
[214-618-2870](tel:214-618-2870) Office
[214-618-2871](tel:214-618-2871) Fax
[469-293-2462](tel:469-293-2462) Direct
www.homefloors.net

MEMO

Date: December 22, 2021

To: Olga Chernomorets, Planning Manager

From: Wesley Brandon, Town Engineer



RE: 1707 Old Witt Road

Variance Request

I have reviewed the variance request received on December 14, 2021 regarding the proposed re-commissioning of an existing water well and septic system. It is my understanding that the property owner intends to utilize the well and septic system to serve a commercial business, rather than connecting to the Town's water and wastewater system.

After reviewing the applicant's request and supporting documentation, as well as the Town's Subdivision Ordinance, I cannot approve the variance request for the following reasons:

1. Information regarding the water well operation and quality was not provided in the application. This information is required according to Section 107.08.02(d)(7) of the Town's Subdivision Ordinance.
2. Access to the Town's water and wastewater system is located directly adjacent to the subject property and would not require additional off-site utility extensions.
3. The application states that financial hardship is the reason for the request. According to section 107.01.01(a)(3) of the Subdivision Ordinance, pecuniary interests alone shall not be justification for the granting of a variance.

Section 107.10.01 of the Town's Subdivision Ordinance contains information regarding the applicant's option to appeal this decision.

Thanks

A handwritten signature in blue ink that reads "Wesley".



1707 Old Witt Rd.
Frisco, TX 75036

City of Little Elm,

This shall serve as formal notice that are requesting an appeal concerning the denial of our variance application by the P/Z committee past Thursday night by a vote of 4 to 2.

Please let me know the earliest date we can address the Town Council on this matter.

Thank you,

Alan Weiss
817-681-0011
Witt Properties Manager