

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, November 01, 2021 - 4:30 PM

City Hall Council Chambers - 385 Goliad St., Rockwall, TX 75087

I. Call Public Meeting to Order

II. Work Session

1. Hold work session with representative(s) of Star Transit to hear and discuss update on most recent Strategic Planning Session results, an overview of the organization's upcoming goals and plans, and a financial update.

III. Executive Session.

The City of Rockwall City Council will Recess into Executive Session to discuss the following matter as authorized by Chapter 551 of the Texas Government Code:

1. Discussion regarding possible sale/purchase/lease of real property off of John King Blvd pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding candidates and associated election for the Rockwall Central Appraisal District (CAD) Board of Directors, pursuant to Section 551.074 (personnel matters)

IV. Adjourn Executive Session

V. Reconvene Public Meeting (6:00 P.M.)

VI. Invocation and Pledge of Allegiance - Councilmember Jorif

VII. Open Forum

This is a time for anyone to address the Council and public on any topic not already listed on the agenda or set for a public hearing. Per Council policy, public comments should be limited to three minutes out of respect for other citizens' time. If you have a topic that warrants longer time, please contact the City Secretary at kcole@rockwall.com to be placed on the Agenda during the "Appointment Items" portion of the meeting. This will allow your topic to be provided sufficient time for discussion and will permit proper notice to be given to the public. On topics raised during Open Forum, please know Council is not permitted to respond to your comments during the meeting since the topic has not been specifically listed on the agenda (the Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meeting). This, in part, is so that other citizens who may have the same concern may also be involved in the discussion.

VIII. Take any Action as a Result of Executive Session

IX. Consent Agenda

These agenda items are routine/administrative in nature, have previously been discussed at a prior City Council meeting, and/or they do not warrant Council deliberation. If you would like to discuss one of these items, please let the City Secretary know before the meeting starts so that you may speak during "Open Forum."

1. Consider approval of the minutes from the October 18, 2021 regular City Council meeting, and take any action necessary.
2. Consider approval of the engineering services and project management contract with Birkhoff, Hendricks and Carter, L.L.P., in the amount of \$60,500.00 to be funded by the Water/Sewer Fund for the Boydston Elevated Storage Tank Dismantling Project, and take any action necessary.

3. **Z2021-038** - Consider a request by Darrell McCallum for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *Detached Garage* that exceeds the maximum permissible size for a detached garage on a 1.2080-acre parcel of land identified as Lot 6, Block A, Grady Rash Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family (SF-10) District, addressed as 1 Soapberry Lane, and take any action necessary **(2nd Reading)**.
4. **Z2021-039** - Consider a request by Peter Muhl of Rockwall Habitat for Humanity for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 888A of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 305 Blanche Drive, and take any action necessary **(2nd Reading)**.
5. **Z2021-040** - Consider approval of an **ordinance** for a *Text Amendment* to Article 04, *Permissible Uses*, and Article 13, *Definitions*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] for the purpose of amending the *Permissible Use Charts* and definition for *Urban Residential*, and take any action necessary **(2nd Reading)**.
6. **Z2021-041** - Consider a request by Aaron Hawkins on behalf of Tim Thompson of Metroplex Acquisitions for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for a *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (*i.e. Salad and Go*) on a 0.81-acre portion of a larger 5.96-acre parcel of land identified as Lot 11, Block A, Stone Creek Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses, situated within North SH-205 Overlay (N. SH-205 OV) District, generally located northeast of the intersection of N. Goliad Street [*SH-205*] and Bordeaux Drive, and take any action necessary **(2nd Reading)**.
7. **P2021-049** - Consider a request by Nick Hobbs of BGE Engineering on behalf of Randall Schwimmer of Baker Schwimmer Ventures, LP for the approval of a *Preliminary Plat* for Lots 1 & 2, Block A, Seefried Addition being a 23.071-acre tract of land identified as Tracts 25 & 25-1, of the R. B. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, generally located on the southside of the IH-30 Frontage Road east of the intersection of Corporate Crossing and IH-30, and take any action necessary.
8. **P2021-050** - Consider a request by Greg Chapa of Barton Chapa Surveying on behalf of JCDB Goliad Holdings, LLC for the approval of a *Replat* for Lots 2 & 3, Block A, Pecan Valley Retail Addition being a 2.174-acre parcel of land identified as Lot 1, Block A, Pecan Valley Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for limited General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 3005 N. Goliad Street [*SH-205*] and 150 Pecan Valley Drive, and take any action necessary.

X. Appointment Items

1. Appointment with Jim Rosenberg of Harbor Bay Marina to discuss marina upgrade/expansion plans and concession agreement, and take any action necessary.
2. Follow-up appointment with representative(s) of Suntex RHCL Marina, LLC to hear plans for reconstruction of "H," "I," and "J" docks at the Chandler's Landing Marina, and take any action necessary.

XI. Action Items

If your comments are regarding an agenda item below, you are asked to wait until that particular agenda item is up for discussion, and the Mayor or Mayor Pro Tem will call you forth to the podium to hear your comments (please limit to 3 minutes or less). This allows for all public comments to be grouped with each specific agenda item for the Council to consider, and they are then easily referenced in meeting recordings.

1. Discuss and consider approval of a resolution providing for the casting of votes and submission of the official voting ballot to the Rockwall Central Appraisal District (CAD) for the 2022-2023 Appraisal District Board of Directors, and take any action necessary.

2. Discuss and consider approval of a resolution adopting the allocation method for Opioid settlement proceeds as set forth in the State of Texas Political Subdivisions' Opioid Abatement Fund and Settlement Allocation Term Sheet, and take any action necessary.

XII. City Manager's Report, Departmental Reports and related discussions pertaining to current city activities, upcoming meetings, future legislative activities, and other related matters.

1. Building Inspections Monthly Report - September 2021
2. Fire Department Monthly Report - September 2021
3. Parks & Recreation Monthly Report - September 2021
4. Police Department Monthly Report - September 2021

XIII. Executive Session.

The City of Rockwall City Council will Recess into Executive Session to discuss the following matter as authorized by Chapter 551 of the Texas Government Code:

1. Discussion regarding possible sale/purchase/lease of real property off of John King Blvd pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding candidates and associated election for the Rockwall Central Appraisal District (CAD) Board of Directors, pursuant to Section 551.074 (personnel matters)

XIV. Reconvene Public Meeting & Take Any Action as Result of Executive Session

XV. Adjournment

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (972) 771-7700 or FAX (972) 771-7727 for further information.

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code ¶ 551.071 (Consultation with Attorney) ¶ 551.072 (Deliberations about Real Property) ¶ 551.074 (Personnel Matters) and ¶ 551.087 (Economic Development)

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 29th day of October, 2021 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kristy Cole, City Secretary
or Margaret Delaney, Asst. to the City Sect.

Date Removed

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, October 18, 2021 - 5:00 PM

City Hall Council Chambers - 385 Goliad St., Rockwall, TX 75087

I. CALL PUBLIC MEETING TO ORDER

Mayor Fowler called the meeting to order at 5:02 p.m. Present were Mayor Kevin Fowler, Mayor Pro Tem John Hohenshelt and Council Members Clarence Jorif, Dana Macalik, Trace Johannesen, Bennie Daniels and Anna Campbell. Also present were City Manager Mary Smith, Assistant City Manager Joey Boyd, and City Attorney Frank Garza. Mayor Fowler read the below listed discussion items into the record before recessing the public meeting to go into Executive Session.

II. EXECUTIVE SESSION.

THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTER AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- 1. Discussion regarding possible sale/purchase/lease of real property off of John King Blvd pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).**
- 2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).**

III. ADJOURN EXECUTIVE SESSION

Council adjourned from Executive Session at 5:40 p.m.

IV. RECONVENE PUBLIC MEETING (6:00 P.M.)

Mayor Fowler reconvened the public meeting at 6:00 p.m. with all seven council members being present.

V. INVOCATION AND PLEDGE OF ALLEGIANCE - COUNCILMEMBER CAMPBELL

Councilmember Campbell delivered the invocation and led the Pledge of Allegiance.

VI. PROCLAMATIONS / AWARDS / RECOGNITIONS

- 1. Parks Maintenance Champions Day**

Mayor Fowler called forth Parks Director, Travis Sales who recognized several of his staff members for their individual achievements in this recent competition. He then read and presented them with this proclamation, recognizing the team for recently achieving 1st place in this region-wide municipal competition.

- 2. Certificate of Merit Award - Officer Garrett Stewart**

Mayor Fowler called forth Police Chief, Max Geron, who proceeded to read a narrative pertaining to a meritorious act performed at the local Independence Day parade back on July 3rd. He then presented Officer Garrett Stewart with this awards.

3. Domestic Violence Awareness Month

Mayor Fowler called forth Jeff Landers from the local “Women in Need” organization. He then read and presented this proclamation.

4. Texas Chamber of Commerce Week

Mayor Fowler called forth two representatives of the Rockwall Area Chamber of Commerce. He then read and presented this proclamation.

5. Breast Cancer Awareness Month

Mayor Fowler read this proclamation into the record. He pointed out that lights at City Hall are lit up at night and alternate between purple (for Domestic Violence Awareness Month) and pink (for Breast Cancer Awareness Month).

VII. OPEN FORUM

Mayor Fowler explained how Open Forum is conducted, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed Open Forum.

VIII. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

Council took no action as a result of Ex. Session.

IX. CONSENT AGENDA

1. Consider approval of the minutes from the October 4, 2021 regular City Council meeting, and take any action necessary.
2. Consider awarding bids to Wireless CCTV LLC and authorizing the City Manager to execute a Purchase Order for a new Mini Dome Solar Camera Trailer and SkyWatch Wireless Camera System totaling \$44,144.56 to be funded out of the General Fund Police Patrol Equipment Budget, and take any action necessary.
3. Consider awarding bids to various vendors for 2022 model Vehicles totaling \$539,271, with \$359,734 to be funded out of the General Fund Reserves and \$179,537 to be funded out of the Water Sewer Fund, and authorizing the City Manager to approve associated Purchase Orders, and take any action necessary.
4. Consider authorizing the City Manager to execute an easement agreement between the City of Rockwall and Rockwall County for use of a portion of the Historic Courthouse grounds related to the Discovery Statue, and take any action necessary.
5. Consider awarding bids to various vendors and authorizing the City Manager to execute Purchase Orders for Concrete Pavement Repairs and Maintenance in the amount of \$1,075,000 to be funded out of the General Fund Streets Operations Budget, and take any action necessary.
6. Consider authorizing the City Manager to execute the 2021 Pavement Condition Assessment with Roadway Asset Services, LLC, in the amount of \$68,732.00 to perform a pavement assessment on the City’s streets and alleys, to be funded by the Engineering Consulting Budget, and take any action necessary.
7. **Z2021-032** - Consider a request by Sam Moore of Main & Main on behalf of Jason Claunch of 7.1 Ridge LLC for the approval of an **ordinance** for a Specific Use Permit (SUP) for *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (i.e. *Dutch Bros. Coffee*) on a

0.57-acre portion of a larger 8.583-acre parcel of land identified as Lot 1, Block A, Sky Ridge Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within Scenic Overlay (SOV) District, generally located southeast of the intersection of Ridge Road [FM-740] and W. Yellow Jacket Lane, and take any action necessary (2nd Reading).

Councilmember Johannesen pulled item #5 from the Consent Agenda to have further discussion. Councilmember Jorif then moved to approve the remaining Consent Agenda items (#s 1, 2, 3, 4, 6, and 7). Councilmember Daniels seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 21-48
SPECIFIC USE PERMIT NO. S-257**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A RESTAURANT LESS THAN 2,000 SF WITH DRIVE-THROUGH OR DRIVE-IN ON A 0.57-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 1, BLOCK A, SKY RIDGE ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 7 ayes to 0 nays.

Councilmember Johannesen pulled this item because he did not want anyone to think this large amount is being approved arbitrarily. He shared that these things were previously discussed in greater detail at the past budget-related work session. Councilmember Johannesen then moved to approve Consent Agenda item #5. Councilmember Jorif seconded the motion, which passed by a vote of 7 ayes to 0 nays.

X. APPOINTMENT ITEMS

1. Appointment with Planning & Zoning Commission representative to discuss and answer any questions regarding planning-related cases on the agenda.

Chairman of the Planning & Zoning Commission, Eric Chodun, came forth and briefed Council on recommendations of the Commission relative to planning-related items on tonight's meeting agenda. Council took no action as a result of this appointment item.

XI. PUBLIC HEARING ITEMS

1. **Z2021-038** - Hold a public hearing to discuss and consider a request by Darrell McCallum for the approval of an ordinance for a *Specific Use Permit (SUP)* for a *Detached Garage* that exceeds the maximum permissible size for a detached garage on a 1.2080-acre parcel of land identified as Lot 6, Block A, Grady

Rash Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family (SF-10) District, addressed as 1 Soapberry Lane, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller provided background information concerning this public hearing item. The applicant has submitted an application, survey, and building specifications proposing to construct a 30-foot by 40-foot (or 1,200 SF) detached garage on the subject property. The proposed structure will replace an existing metal 24-foot by 30-foot (or 720 SF) accessory building. The proposed building elevations indicate the façade of the accessory building will be metal, the structure will be less than 15-feet in height, and will incorporate a metal roof. At the Planning and Zoning Commission work session meeting the applicant indicated that he would be incorporating a stone wainscot along the northern and western boundaries of the structure. The accessory structure will be situated northwest of the primary structure and along the alleyway adjacent to the Northshore, Phase 2A Subdivision. The proposed detached garage will be situated more than 20-feet from the front façade of the primary structure and will be accessible from the existing concrete driveway via an extension of the driveway proposed by the applicant. The garage will incorporate two (2) garage bay doors allowing the storage of two (2) standard size vehicles. On September 23, 2021, staff mailed 30 notices to property owners and occupants within 500-feet of the subject property. There are no Homeowner’s Associations (HOAs) or Neighborhood Organizations within the 1500-foot buffer participating in the Neighborhood Notification Program. At the time this report was drafted, staff had received the following: (1) One (1) property owner notification from a property owner within the notification area (i.e. within the 500-foot buffer) that is opposed to the applicant’s request. (2) Two (2) property owner notifications from a property owner within the notification area (i.e. within the 500-foot buffer) that is in favor of the applicant’s request. Indication was given that no portion of this building will be visible from the public street. On October 12, 2021 the Planning and Zoning Commission approved a motion to approve the Specific Use Permit (SUP) with the conditions of approval by a vote of 6-0, with Commissioner Moeller having been absent.

Mayor Fowler opened the public hearing, asking if anyone would like to speak at this time. There being no one indicating such, he then closed the Public Hearing.

Following brief comments, Councilmember Macalik moved to approve Z2021-038. Councilmember Campbell seconded the motion.

**Darrell McCallum
1 Soapberry Lane
Rockwall, TX**

The applicant, Mr. McCallum, came forth at the request of Councilmember Daniels who engaged him in brief questions and answers concerning the proposed materials and the size.

Following the brief comments, the ordinance caption was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 21-XX
SPECIFIC USE PERMIT NO. S-XXX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *DETACHED GARAGE* THAT EXCEEDS THE MAXIMUM ALLOWABLE SIZE FOR A DETACHED GARAGE ON A 1.2080-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 6, BLOCK A, GRADY RASH ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 7 ayes to 0 nays.

2. **Z2021-039** - Hold a public hearing to discuss and consider a request by Peter Muhl of Rockwall Habitat for Humanity for the approval of an **ordinance** for a *Specific Use Permit (SUP)* for *Residential Infill in an Established Subdivision* for the purpose of constructing a single-family home on a 0.1650-acre parcel of land identified as Lot 888A of the Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 305 Blanche Drive, and take any action necessary (**1st Reading**).

Planning Director, Ryan Miller provided background information concerning this public hearing item. In this case, the applicant is not proposing a garage with the home. The addition of a garage or carport must meet the standards established in Subsection 07.04, Accessory Structure Development Standards of Article 04, of the Unified Development Code (UDC). With the exception of not having a garage, the proposed single-family home meets all of the density and dimensional requirements for the Single Family 7 (SF-7) District as stipulated by the Unified Development Code (UDC). For the purpose of comparing the proposed home to the existing single-family housing located adjacent to or in the vicinity of the subject property, staff has provided photos of the properties along Blanche Drive and the proposed building elevations in the attached packet. The approval of this request is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission and a finding that the proposed house will not have a negative impact on the existing subdivision. On September 23, 2021, staff mailed 141 notices to property owners and occupants within 500-feet of the subject property. There were no Homeowner's Associations (HOAs) or Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program to notify. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had received one (1) notice in favor of the applicant's request and one (1) notice in opposition of the applicant's request. On October 12, 2021, the Planning and Zoning Commission approved a motion to approve the Specific Use Permit (SUP) with the conditions of approval by a vote of 6-0, with Commissioner Moeller absent. Also, 141 notices were sent out to property owners and residents nearby. One was received back in favor, and one was received back in opposition.

Mayor Fowler opened the public hearing, asking if anyone would like to come forth and speak. There being no one indicating such, the public hearing was then closed.

Councilmember Johannesen moved to approve Z2021-039. Councilmember Campbell seconded the motion. Following brief comments, the ordinance caption was read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 20-XX
SPECIFIC USE PERMIT NO. S-2XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL AND PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [ORDINANCE NO. 16-01], ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1650-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 888-A, ROCKWALL LAKE ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion to approve passed by a vote of 7 ayes to 0 nays.

3. **Z2021-040** - Hold a public hearing to discuss and consider approval of an ordinance for a *Text Amendment* to Article 04, *Permissible Uses*, and Article 13, *Definitions*, of the Unified Development Code (UDC) [Ordinance No. 20-02] for the purpose of amending the *Permissible Use Charts* and definition for *Urban Residential*, and take any action necessary (1st Reading).

Planning Director, Ryan Miller, provided background information pertaining to this agenda item. On September 7, Council gave direction to staff to draft an ordinance to change the “urban residential land use” in the downtown district to allow for more oversight. It will no longer be a “by right” land use. Instead, it will require approval of a Specific Use Permit (SUP) after public hearings are held and after Council reviews the project proposal and makes a discretionary decision on its approval. In addition, this text amendment will change the definition of “urban residential.” Also, “townhomes” will be removed from the land use chart for the downtown district. A fifteen day notice was sent out, which was posted in the newspaper, and the Planning & Zoning Commission reviewed this as well. P&Z voted 4 to 2 (with Deckert and Womble dissenting and Moeller being absent) to recommend approval of this proposed text amendment.

Mayor Fowler provided brief comments, generally explaining that this text amendment is in response to what the City Council recently had to deal with associated with the apartment complex that will be built in the downtown area. These changes will give Council more oversight and will allow for public input as well.

Mayor Fowler opened the public hearing, asking if anyone would like to speak at this time. There being no one indicating such, he then closed the public hearing.

Councilmember Jorif moved to approve Z2021-040. Mayor Fowler seconded the motion. The ordinance caption was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 21-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 04, PERMISSIBLE USES, AND ARTICLE 13, DEFINITIONS, AS DEPCITED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Jorif explained that these revisions will give Council a 'voice' and will correct something that was put into place twenty years ago. Following his brief comments, the motion to approve passed by a vote of 7 ayes to 0 nays.

4. **Z2021-041** - Hold a public hearing to discuss and consider a request by Aaron Hawkins on behalf of Tim Thompson of Metroplex Acquisitions for the approval of an ordinance for a *Specific Use Permit (SUP)* for a *Restaurant with Less Than 2,000 SF with a Drive-Through or Drive-In* for the purpose of constructing a restaurant (*i.e. Salad and Go*) on a 0.81-acre portion of a larger 5.96-acre parcel of land identified as Lot 11, Block A, Stone Creek Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses, situated within North SH-205 Overlay (N. SH-205 OV) District, generally located northeast of the intersection of N. Goliad Street [SH-205] and Bordeaux Drive, and take any action necessary (**1st Reading**).

The applicant has submitted an application, letter, and a concept plan requesting a Specific Use Permit (SUP) for a Restaurant with less than 2,000 SF with Drive-Through or Drive-In for the purpose of establishing a Salad and Go restaurant. The drive-through lane on the south side of the building -- as indicated on the concept plan -- is an online order only pick-up window. The applicant indicated at the Planning and Zoning Commission work session that the maximum stacking capacity is ~15 vehicles. The bail out lane for the drive-through is located near the northeast side of the property and is depicted as a 16-foot cross access drive. This will be required to be signed as a one (1) way exit lane. On September 23, 2021, staff mailed 26 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Stone Creek and Harlan Park Homeowner's Associations (HOAs), which are the only HOAs/Neighborhood Organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. At the time this report was drafted staff had not received any notices back, neither for nor against, this request. On October 18, 2021, the Planning and Zoning Commission approved a motion to approve the Specific Use Permit (SUP) with the conditions of approval by a vote of 6-0, with Commissioner Moeller absent.

Mayor Fowler opened the public hearing, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed the Public Hearing.

Councilmember Daniels moved to approve Z2021-041. Councilmember Johannesen seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 21-XX
SPECIFIC USE PERMIT NO. S-2XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A RESTAURANT LESS THAN 2,000 SF WITH DRIVE-THROUGH OR DRIVE-IN ON A 0.81-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 11, BLOCK A, STONE CREEK RETAIL ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion to approve passed by a vote of 7 ayes to 0 nays.

XII. ACTION ITEMS

1. **Z2021-036** - Discuss and consider a request by Adam Shiffer of the Skorburg Company on behalf of Gordon C. Fogg for the approval of an ordinance for a Zoning Change to amend Planned Development District 91 (PD-91) [*Ordinance No. 21-36*] to incorporate a 20.00-acre tract of land identified as Tracts 22-04 & 22-05 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, addressed as 505 Clem Road, and take any action necessary (**2nd Reading**).

Indication was given that this case did not receive unanimous approval at the last city council meeting, so it was placed as an "Action Item" this evening.

Councilmember Johannesen moved to approve Z2021-036. Mayor Fowler seconded the motion. The ordinance caption was read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 21-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE PLANNED DEVELOPMENT DISTRICT 91 (PD-91) [*ORDINANCE NO. 21-17*] AND THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO AMEND THE PLANNED DEVELOPMENT CONCEPT PLAN AND DEVELOPMENT STANDARDS APPROVED WITH *ORDINANCE NO. 21-17*, BEING A 78.412-ACRE TRACT OF LAND IDENTIFIED AS TRACT 17, 17-01, 22, 22-04, & 22-05 OF THE W. M. DALTON SURVEY, ABSTRACT

NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' AND DEPICTED HEREIN BY EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 5 ayes with 2 nays (Jorif and Daniels).

XIII. EXECUTIVE SESSION.

THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTER AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:

- 1. Discussion regarding possible sale/purchase/lease of real property off of John King Blvd pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).**
- 2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development).**

XIV. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION

Council did not reconvene in Ex. Session following the close of the public meeting agenda.

XV. ADJOURNMENT

Mayor Fowler adjourned the meeting at 6:52 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ON THIS 1st DAY OF NOVEMBER, 2021.

KEVIN FOWLER, MAYOR

ATTEST:

KRISTY COLE, CITY SECRETARY



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mary Smith, City Manager

FROM: Amy Williams, P.E., Director of Public Works/City Engineer

DATE: October 26, 2021

SUBJECT: Boydston Elevated Water Storage Tank Dismantling

The Boydston elevated water storage tank was constructed approximately 40 years ago as an elliptical steel tank supported by steel columns. The tank has not been in operation for years due to the construction of the current elevated water storage tanks at Country Lane and the Southside/IH-30. These storage tanks were constructed with a greater capacity and were built at a higher elevation, to provide better water pressure throughout the water system.

City staff had Malouf Engineering Intl., Inc., a structural engineering firm, perform a structural analysis of the Boydston tank to determine the structural integrity of the tank. The analysis concluded that the existing water tank is not in conformance with the current standards, and would require repairs to the anchoring system supporting the columns and the catwalk railings. The estimated cost of repairs to the tank would be between \$20,000 - \$30,000. After the repairs, the tank would need to have the exterior resurfaced and painted, which is estimated to be between \$600,000 - \$700,000. This cost is largely due to the constrained site, and the age and material of the tank. As an alternative to these repairs, staff requested an estimate for dismantling the tank. The engineering estimate to dismantle the tank is approximately \$134,000. Due to estimated cost of repairs needed to bring the tank back into operation, staff recommended that the City Council decommission the tank in the 2021-2022 budget. This was adopted as part of the approved budget. Staff should note that currently the Boydston tank has two cell service providers utilizing the tank. Staff is working with these providers to relocate the cellular equipment to the existing adjacent tower.

Based on this direction, staff requested a proposal from Birkhoff, Hendricks and Carter, L.L.P. to provide the engineering design, construction plans, specifications, and project management for the dismantling project. Birkhoff, Hendricks and Carter, L.L.P. has come back with an estimate of \$60,500.00. Based on this, staff is requesting that the City Council consider approving the professional engineering services contract for Birkhoff, Hendricks and Carter, L.L.P., to perform the engineering design services, specifications, and project management in an amount not to exceed \$60,500.00. If approved, this will be paid out of the *Water/Sewer Fund*.

If you have any questions, please advise.

AJW:jmw

Attachments

Cc: Joey Boyd, Asst. City Manager
Jeremy White, P.E., CFM, Civil Engineer
File

STATE OF TEXAS



COUNTY OF ROCKWALL

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas (“CITY”), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Birkhoff, Hendricks and Carter, L.L.P., (“ENGINEER”), located at 11910 Greenville Avenue, Suite 600, Dallas, Texas, Engineers duly licensed and practicing under the laws of the State of Texas.

WHEREAS, CITY desires to engage Engineer as an independent contractor to render certain technical and professional services necessary for performing:

PROFESSIONAL ENGINEERING SERVICES for the Boydston Elevated Water Storage Tank Dismantling project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Scope of Work

Engineer agrees to perform professional engineering services as specifically defined in this Contract as Attachment “A” and as authorized by CITY. Specifically, Engineer shall perform Professional services as requested by CITY and defined in Attachment “A”.

The Parties by mutual agreement through contract amendments may provide for additional technical and professional services to be performed under the basic general terms and conditions of this Contract. CITY reserves the right to enter into another agreement with other engineering firms to provide the same or similar professional services during the term of this Contract for different projects.

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed Sixty Thousand Five Hundred dollars and zero cents (\$60,500.00) and billed in accordance with the payment schedule provided in Attachment “B”. Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in Attachment “C”. In the event of termination, Engineer will assist the CITY in arranging a smooth transition process. However, Engineer’s obligation to provide services to the CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. Method of Payment

CITY shall pay Engineer its fees based on the presentation by Engineer to CITY of a correct monthly statement for all the amounts earned under the Contract together with reasonable supporting documentation verifying the accuracy of the fees and expenses. CITY shall then pay Engineer its fee within thirty (30) days after presentation of the accurate monthly statement by Engineer to CITY. CITY is a State sales and use tax exempt political subdivision of the State of Texas. All records supporting payment shall be kept in the offices of Engineer for a period of not less than three (3) years and shall be made available to CITY for inspection, audit or copying upon reasonable request.

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional Engineer under similar circumstances for a similar project. Engineer represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Contract. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the CITY. CITY retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder.

Engineer will seek written CITY approval to accept any contract or perform any services for any person, entity, or business working on this project. CITY may waive this potential conflict, but such waiver is at CITY's sole discretion and its decision shall be final.

5. Ownership of Documents

As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that hard copies of all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any CITY standard provisions provided by Engineer, will remain the property of the CITY. Engineer will furnish CITY with paper and electronic copies, to the extent they are available, of all of the foregoing to facilitate coordination, however, ownership of the underlying work product shall remain the intellectual property of the Engineer. Engineer shall have the right to use such work products for Engineer's purposes. However, such documents are not intended to be suitable for reuse by CITY or others on extension of the Project or on any other project. Any reuse without the express written consent of the Engineer will be at reuser's sole risk and without liability or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

A. Engineer agrees to maintain Worker's Compensation and Employer's Liability Insurance to cover all of its own personnel engaged in performing services for CITY under this Contract in at least the following amounts:

Workmen's Compensation – Statutory
Employer's Liability – \$100,000
Bodily Injury by Disease - \$500,000 (policy limits)
Bodily Injury by Disease - \$100,000 (each employee)

B. Engineer also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

\$2,000,000 General aggregate limit

\$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred all in one occurrence

\$1,000,000 each occurrence sub-limit for Personal Injury and Advertising

C. Engineer shall add CITY, its City Council members and employees, as additional insureds on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

D. Engineer shall furnish CITY with an Insurance Certificate on the date this Contract is executed and accepted by CITY, which confirms that all above required insurance policies are in full force and effect.

E. Engineer agrees to maintain errors and omissions professional liability insurance in the amount of not less than one million dollars (\$1,000,000) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

7. INDEMNIFICATION

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

ENGINEER'S TOTAL LIABILITY TO CITY FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000). NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER RESPECTIVE PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, LIQUIDATED, DELAY OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS OR USE OF PROPERTY, FACILITIES OR RESOURCES, THAT MAY RESULT FROM THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED HEREUNDER.

8. Addresses for Notices and Communications

CITY

Amy Williams, P.E.
Director of Public Works/City Engineer
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087

ENGINEER

Derek B. Chaney, P.E., R.P.L.S.
Partner
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243

All notices and communications under this Contract shall be mailed or delivered to **CITY** and **Engineer** at the above addresses.

9. Successors and Assigns

CITY and Engineer each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither CITY nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, council member, employee or agent of any public body which is a party hereto.

10. Termination for Convenience of the Parties

Engineer and CITY may terminate this Contract for their convenience at any time by giving at least thirty (30) days notice in writing to each other. If the Contract is terminated by CITY and/or Engineer as provided herein, Engineer will be paid for the Work provided and expenses incurred up to the termination date, if such final compensation is approved by CITY, in its sole discretion. If this Contract is terminated due to the fault of Engineer, Paragraph 10 hereof, relative to Termination for Cause, shall apply.

11. Changes

CITY may, from time to time, request changes in the Scope of Work of **Engineer** to be performed hereunder. Such changes, including any increase or decrease in the amount of **Engineer's** compensation, or time for performance, which are mutually agreed upon by and between CITY and **Engineer**, shall be incorporated in written amendments to this Contract. Any subsequent contract amendments shall be executed by the City Manager or other authorized representative as designated by the City Manager or City Council.

Any alterations, additions or deletions to the terms of this Contract, including the scope of work, shall be by amendment **in writing** executed by both CITY and Engineer.

13. Reports and Information

Engineer, at such times and in such forms as CITY may reasonably require, and as specified in the Scope of Work or in additional Contract Amendments shall furnish CITY periodic reports pertaining to the Work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Entire Agreement

This Contract and its Attachments and any future Contract Amendments constitute the entire agreement, and supersede all prior agreements and understandings between the parties concerning the subject matter of this Contract.

15. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

16. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

17. Survival

Any and all representations, conditions and warranties made by Engineer under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it.

18. Governing Powers and Law

Both Parties agree and understand that the City does not waive or surrender any of its governmental powers by execution of this Agreement. To that end, the parties further understand that this agreement shall not be considered a contract for goods or services under Texas Local Government Code, Section 271.151 and Contractor waives any right or entitlement granted said provisions. This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Rockwall County, Texas.

19. Attorney's Fees


If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by the other Party and/or (b) any intentional and/or negligent act or omission by the other Party arising out of this Contract, the non-breaching or non-negligent Party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

20. State or Federal Laws

This Contract is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

EXECUTED in triplicate originals on this 19th day of October 2021.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
TPBE Firm No. 526
TBPLS Firm No. 100318-00

By: 
Name: Derek B. Chaney, P.E., R.P.L.S.
Title: Partner

EXECUTED in triplicate originals on this ____ day of _____ 2021.

ATTEST:

City of Rockwall, Texas

Mary Smith
City Manager

ATTACHMENT "A"

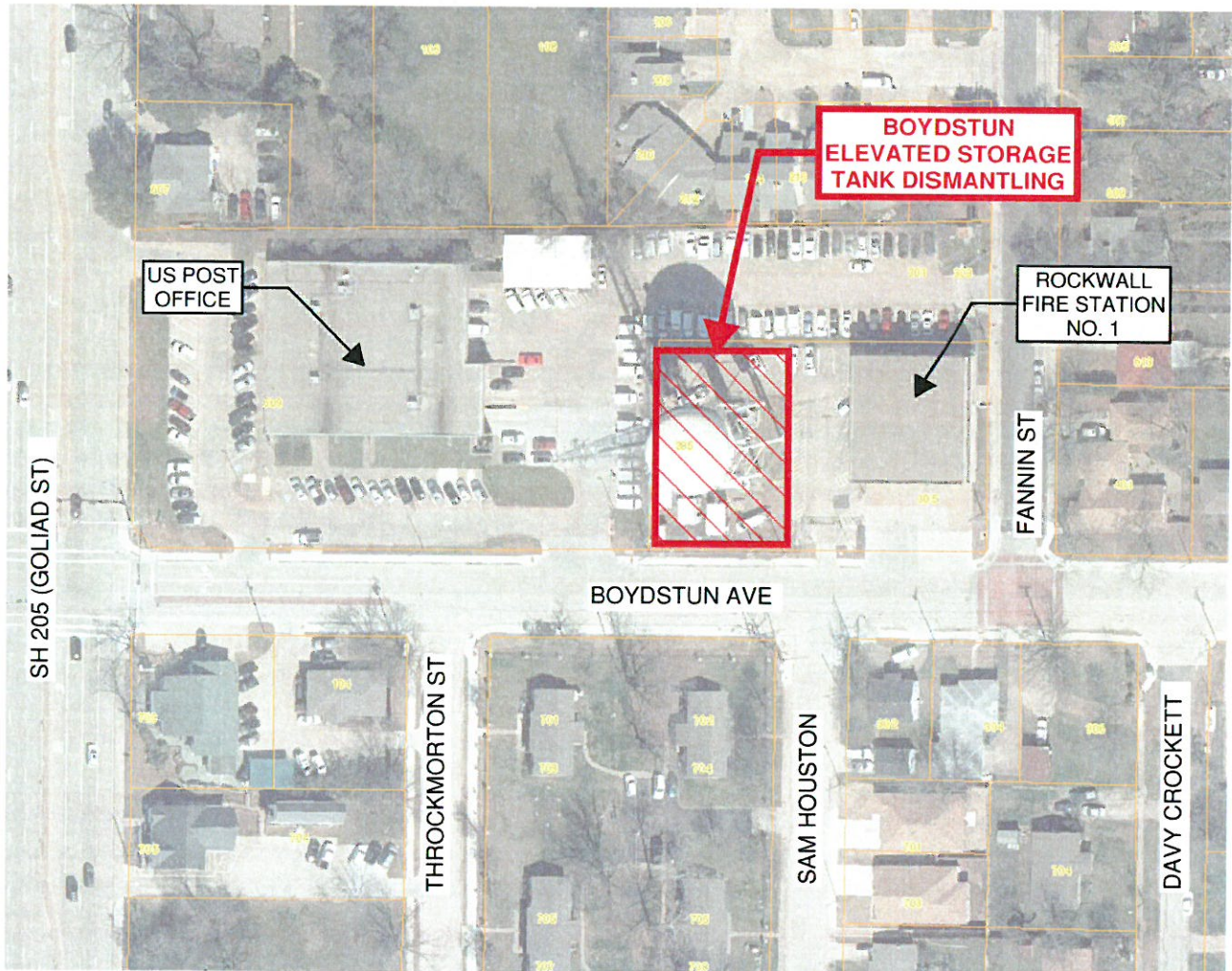
Scope of Services

Boydston Elevated Water Storage Tank Dismantling

Project Description:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter, L.L.P. (Consultant) to provide engineering design, bidding, and construction administration and observation services for the Boydston Elevated Water Storage Tank Dismantling project. The existing Boydston Elevated Storage Tank was constructed in 1978 as a toro ellipsoidal steel tank supported by steel columns. The tank has a total height of approximately 120-feet, and a capacity of 500,000 gallons. The tank is no longer in service.

A project location map is provided below.



BASIC SERVICES

1. Design Phase

1.1. Project Management

- 1.1.1. Conduct project kickoff meeting with Consultant's Project Manager and City Staff.
- 1.1.2. Conduct progress meetings with the City at 60% and 90% completion to monitor the development of the project regarding project status, coordination issues and discuss City review comments of the plans.
- 1.1.3. Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will summarize work completed in previous period, work in process and/or anticipated to be completed in next period, actions or information needed from City, and a Project schedule update. PSU will be attached to the monthly invoice.
- 1.1.4. Prepare and submit project schedule to city staff.
- 1.1.5. Conduct one project site visit.

1.2. Design Phase

- 1.2.1. Obtain available construction record drawings for the Boydston Elevated Storage Tank and other City utilities in the project area from the City. Research and obtain additional construction record drawings if needed.
- 1.2.2. Coordination of sampling and heavy metals testing of elevated water storage tank coating systems.
- 1.2.3. Coordination of soils sampling and heavy metal soil testing on the Boydston Elevated Storage Tank site. Samples will be collected prior to, and if necessary, immediately after completion of the removal of the existing tank.
- 1.2.4. Prepare overall schematic site plan showing construction access route and staging area. If necessary, provisions regarding these items will be made in specifications.
- 1.2.5. Prepare a schematic elevated tank dismantling and removal plan, identifying the project site, scope of removal and/or salvage, and approximate location of adjacent property lines, rights-of-ways, and known easements.
- 1.2.6. Evaluation of construction accessibility options.
- 1.2.7. Coordinate with the City staff to confirm the following:
 - (a) Removal of all communications devices from the elevated tank prior to dismantling.
 - (b) Current and future intended use of existing above ground improvements on the site, including buildings, structures, and equipment.
 - (c) Items to be salvaged or to remain in place.
- 1.2.8. Provisions to be made in specifications for the following:
 - (a) Removal of existing tank foundations. Foundations will be cut minimum 18-inches below grade. Full-depth foundation removal to be included as additive alternate bid item, if necessary, based on direction from the City.
 - (b) Removal of all steel from City property.
 - (c) Clean-up the work area, including proper disposal of waste.
 - (d) Restoration of the site.
- 1.2.9. Prepare erosion control plan.

- 1.2.10. Prepare surface restoration plan showing required replacement limits for revegetation.
- 1.2.11. No Public Meeting are included.
- 1.2.12. Coordination with reputable contractors knowledgeable in tank removal to confirm feasibility of proposed demolition methods and establish opinion of probable construction cost.

1.3. Submittals

- 1.3.1. Submit 60% and 90% progress submittals to the City for review and comment. The following will be required for each submittal:
 - (a) Construction Plans
 - i. Two (2) Full Size copies – 22-inch x 34-inch
 - ii. Two (2) Half Size copies – 11-inch x 17-inch
 - iii. Electronic PDF copy
 - iv. Electronic PDF copy– Scanned City comments previous submittal
 - (b) Engineer’s Opinion of Probable Construction Cost
 - i. Two (2) Copies and electronic PDF copy
 - (c) 90% – Project Specifications and Bidding Documents
 - i. Two (2) Copies and electronic PDF copy

1.4. Construction Plans

- (a) Each plan sheet in the construction plans set will conform to the Engineering Drawing Requirements set forth in the City of Rockwall’s Standards of Design and Construction.
- (b) Plan sheets will include additional documentation, notation, and clarification required by the City’s Project Manager.
- (c) Each stage of the construction plan review process will address City comments from previous submittals.
- (d) Following is a table of the required construction plan sheets and at which submittals they are required.

Plan Sheets	60%	90%
Cover Sheet w/ Location Map and Sheet Index	X	X
General Notes Sheet	X	X
Overall Site and Access Plan (no greater than 1”=100’ scale)	X	X
Elevated Tank Dismantling and Removal Plan (1”=20’ scale)	X	X
Surface Restoration Plan (1”=40’ scale)		X
Erosion Control Plan (1”=40’ scale)		X
Construction Details		X

1.5. The construction plans will be incorporated into the project specifications book in lieu of a stand-alone set of construction plans.

1.6. Franchise Utility Coordination

- (a) Obtain list of franchise utility contacts from the city. (60%)
- (b) Provide electronic PDF set of preliminary construction plans adequate for franchise utility relocation via email to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type and location of their existing and proposed utilities. (60%)
- (c) If required, attend one franchise utility coordination meetings hosted by the City.
- (d) Notify the city if franchise utility relocations are required. (90%)
- (e) Conduct coordination with the franchise utilities if any relocations are required. (90%)

1.7. Specifications/Construction Contracts (90%)

Prepare general notes, specifications, and bidding documents in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare proposal and bid schedule of applicable items.

1.7.1. Contract documents will include the following:

- (a) City of Rockwall standard construction contract forms
- (b) Notice to bidders
- (c) Special instructions to bidders
- (d) Bid Schedule (Bid-Tab) – Electronic for Bidding
- (e) Standard construction contract
- (f) Performance bond
- (g) Payment bond
- (h) Maintenance bond
- (i) Certificate of insurance
- (j) General conditions
- (k) Special conditions
- (l) Technical specifications
- (m) Bid Item Descriptions
- (n) Permits for work as may be required from the USACE

1.8. Engineer's Opinion of Probable Construction Cost (60% and 90%)

Generate tabulation of proposed quantities of work and formulate an engineer's opinion of probable construction cost based on historic bidding data of similar projects.

2. Bidding Phase

- 2.1. Furnish the City with one 11-inch x 17-inch set of final construction plans, and one set of final Bidding Documents and Specifications for use during the bidding phase. Documents shall also be provided to the City in electronic PDF format.
- 2.2. City will be responsible for public advertisement of the project in the local newspaper.
- 2.3. Consultant will upload a PDF version of the plans and specifications to the project bidding distribution site CivCast. Consultant will manage the project for the City on CivCast, which will include setting up project, payment of fees, document upload, and issuing of addendum(s).
- 2.4. Consultant will respond to contractor questions submitted via phone call and email correspondence only. Consultant will provide design clarifications in addenda format, sealed, signed, and dated. The Consultant will upload the addenda to CivCast. All addenda will be posted a minimum of 48-hours before the bid opening.
- 2.5. Attend the Bid Opening at City Hall.
- 2.6. Consultant shall complete tabulation of bids, checking for mathematical errors and unbalanced bids. Original bid documents to be returned to the City after tabulation.
- 2.7. Provide bid tabulation and bid summary, in PDF format, to City via email and to Contractors who submitted bids via CivCast.
- 2.8. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder. Formulate opinion from information received and provide a letter of recommendation to the City for award of a construction contract.
- 2.9. After award of contract by the City, Return Bid Bonds to their respective bidders.

- 2.10. Assemble and prepare five (5) sets of construction contract documents between the City and the contractor and facilitate execution of all sets by both parties.

3. Construction Administration Phase

- 3.1. Conform construction plans and project specifications to addendums.
- 3.2. Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.
 - a) Half-size plans (11-inch x 17-inch) plans – (6 Total)
 - 2 – City (File, Engr. Dept. PM, Inspector, Sub-Inspector, Water, Wastewater, Streets/Drainage)
 - 3 – Contractor/Sub-contractors
 - 1 – Geotech/Materials Testing Lab
 - b) Full-size plans (24-inch x 36-inch) plans – (2 Total)
 - 1 – City
 - 1 – Contractor/Subcontractors
 - c) Specification Books – (5 Total)
 - 2 – City (Engr. PM, Inspector, Sub Inspector)
 - 2 – Contractor/Subcontractors
 - 1 – Geotech/Materials Testing Lab
 - d) Plan Set “Approved for Construction” on CD.
- 3.3. Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions. One site visit is included in the budget.
- 3.4. Prepare monthly pay request from information obtained from Contractor and/or the On-Site Representative.
- 3.5. When requested by the city, provide a memo of the site visit observations to the city.
- 3.6. Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
- 3.7. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Such appropriate action of the Consultant is limited to the following:
 - (a) No exceptions taken,
 - (b) Revise and resubmit,
 - (c) Make corrections noted, and
 - (d) Rejected.
- 3.8. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities. “Or-equal” acceptance by the Consultant will only be provided if the Consultant has experience with the substitution.

- 3.9. Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work.
- 3.10. Construction Walk Through. Consultant shall be present at the City's construction walk through and will prepare a "punch/checklist" for the contractor to use to achieve final project acceptance.
- 3.11. Consultant shall prepare project "Record Drawings" based on information provided by the Contractor, and/or City as to the actual field placement of the work, including any changes or deletions. All documented field changes and revisions provided shall be shown and noted in the revision block. Revisions shall be drawn using accepted drafting standards and shall be clear and legible. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing. Record drawings shall be sealed, dated and signed by the Engineer of Record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
- 3.12. Consultant shall provide the following deliverables:
 - (a) Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in the following formats.
 - i. AutoCAD (.dwg) format
 - ii. Portable Document File (PDF) 400 dpi (min) (22-inch x 34-inch paper size)
 - (b) If applicable, an electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .PDF or jpg format.
 - (c) Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.

ADDITIONAL SERVICES

The following scope items defined as additional services are those anticipated to be necessary to facilitate design of the project. These services will be performed on an as-need basis and invoiced based on effort and expenses incurred.

4. Design Surveys

If required, perform limited field survey of the site to tie location of above ground physical improvements. The field survey shall include, but is not limited to the following:

- (a) Property boundary corner monumentation (that can be located)
- (b) Utility vaults, water valves, water meters, manholes, wastewater cleanouts, sprinkler heads, utility poles, utility markers, and City and franchise utilities and markings
- (c) Trees, including species and caliper (2-inch caliper and larger)
- (d) Landscape features, including planters, shrubs, rocks and borders
- (e) Buildings and permanent structures
- (f) Retaining walls, fences and screening walls (including material type)

5. Soil and Tank Coating Systems Testing (by Sub-Consultant)

Coordinate with a sub-consultant to provide soil and tank coating system testing. Samples will be collected from the existing elevated tank coating systems for field and laboratory testing to determine heavy metal content. Heavy metals soil sampling and testing will also be conducted at the project site prior to the removal, and if warranted, after removal of the elevated storage tank.

6. On-Site Construction Observation (by Sub-Consultant)

Coordinate with a sub-consultant to provide an on-site representative for observing general conformance of the Construction Contractors work with the plans and specifications. Services of the on-site representative shall include the following:

- (a) Provide a daily log of observations and pictures of critical operations and progress. Electronic copies shall be provided to the Engineer at the end of each business day when practical and no less than once a week.
- (b) On-site Representative shall be present for major construction activities to record observations in the daily log.
- (c) On-site Representative will be the primary point of contact at the project site for communication to and from the Construction Contractor.
- (d) Review Construction Contractor's monthly pay request and check it against actual quantities and progress being requested.
- (e) Jointly with the City, Engineer and Construction Contractor, participate in walk through of the project, assist in preparation of punch list of incomplete work for the Construction Contractor and recommend to the Engineer the final completion date.

ATTACHMENT “B”

Payment Schedule

Compensation for Basic Services in Tasks 1-3 shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<u>Task</u>	<u>Fee Amount</u>
	<u>BASIC SERVICES</u>	
1	Design Phase	\$25,800.00
2	Bidding Phase	\$4,500.00
3	Construction Administration Phase	\$9,200.00
	Basic Services Subtotal:	\$39,500.00
<p>Compensation for additional services under Tasks 4-6 shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$170.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.</p>		
	<u>ADDITIONAL SERVICES</u>	
4	Design Surveys	\$2,100.00
5	Soil and Coating System Testing	\$6,300.00
6	On-Site Construction Observation	\$7,100.00
	Additional Services Subtotal:	\$15,500.00
	Basic + Additional Services Subtotal:	\$55,000.00
	ENGINEERING SERVICES CONTINGENCY** (To be 10% of Services)	\$5,500.00
	<p><i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i></p>	
	Project Total:	\$60,500.00

Fees that are Lump Sum for each task and will be invoiced monthly based upon the overall percentage of services performed.

ATTACHMENT “C”

Project Schedule

Notice to Proceed (NTP)	November 2021
Submit 60% Preliminary Plans	February 2022
Submit 90% Preliminary Plans & Specifications	April 2022
Submit 100% Final Plans & Specifications	May 2022
Advertise Project & Open Bids	May 2022
Construction Contract Award	June 2022
Construction (Assumes 60 Calendar Days)	July 2022 – August 2022

ATTACHMENT “D”

Sub-Consultants

The Sub-Consultants anticipated for the work included in the scope of services for this project are as follows.

Soils and Coating System Testing: Henley-Johnson and Associates, Inc.
James F. Phipps, P.E. - Vice President
235 Morgan Avenue Dallas, Texas 75203
Office: 214-941-3808 | Cell: 214-536-0212
jphipps@hja-eng.com | www.hja-eng.com

On-Site Construction Observation: Axis Construction, LP
Joe Swinnea – President
P.O. Box 77916
Fort Worth, Texas 76177
Phone (817) 439-0709

CITY OF ROCKWALL

ORDINANCE NO. 21-50

SPECIFIC USE PERMIT NO. S-258

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *DETACHED GARAGE* THAT EXCEEDS THE MAXIMUM ALLOWABLE SIZE FOR A DETACHED GARAGE ON A 1.2080-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 6, BLOCK A, GRADY RASH ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Darrell McCallum for the approval of a Specific Use Permit (SUP) to allow a *Detached Garage* that exceeds the maximum allowable size for an detached garage on a 1.2080-acre parcel of land described as Lot 6, Block A, Grady Rash Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 1 Soapberry Lane, and being more specifically depicted and described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held 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, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas;

SECTION 1. That the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a *Detached Garage* as stipulated by Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 07.04, *Accessory Structure Development Standards*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] -- as heretofore amended and as may be amended in the future --, and with the following conditions:

2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Detached Garage* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The *Detached Garage* shall generally conform to the concept plan and the conceptual building elevations depicted in *Exhibits 'B' & 'C'* of this ordinance.
- (2) The *Detached Garage* shall not exceed a maximum size of 1,200 SF.
- (3) The *Detached Garage* shall not exceed a maximum height of 15-feet.
- (4) The subject property shall be limited to one (1) *Detached Garage*, and no additional accessory buildings shall be constructed on the subject property.

2.2. COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- (1) Upon obtaining a *Building Permit*, should the homeowner fail to meet the minimum operational requirements set forth herein and outline in the Unified Development Code (UDC), the City Council may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Section 2.02(F), *Revocation*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC).

SECTION 3. That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

SECTION 4. That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

SECTION 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. 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, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 1ST DAY OF NOVEMBER, 2021.**

Kevin Fowler, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: October 18, 2021

2nd Reading: November 1, 2021

Address: 1 Soapberry Lane
Legal Description: Lot 6, Block A, Grady Rash Addition



SURVEY PLAT



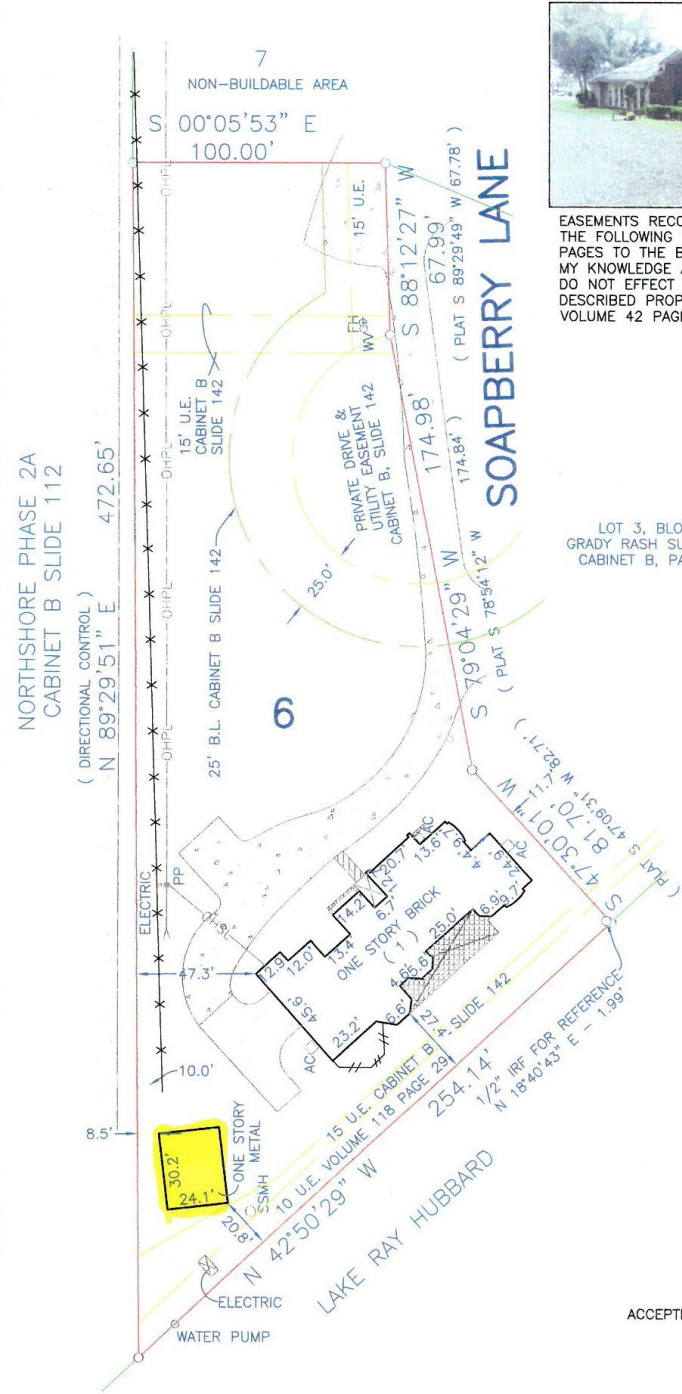
RHODES
Surveying ©

WWW.RHODESSURVEYING.COM

BRIAN S. RHODES Registered Professional Land Surveyor (972) 475-8940

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 1 SOAPBERRY LANE, in the city of ROCKWALL Texas.

Lot No. 6, Block No. A
of GRADY RASH SUBDIVISION, LOTS 6, 7, AND 8, BLOCK A, an addition in the city of ROCKWALL, ROCKWALL COUNTY Texas according to the PLAT THEREOF RECORDED in CABINET I at SLIDE 197 of the PLAT records of ROCKWALL COUNTY, TEXAS.



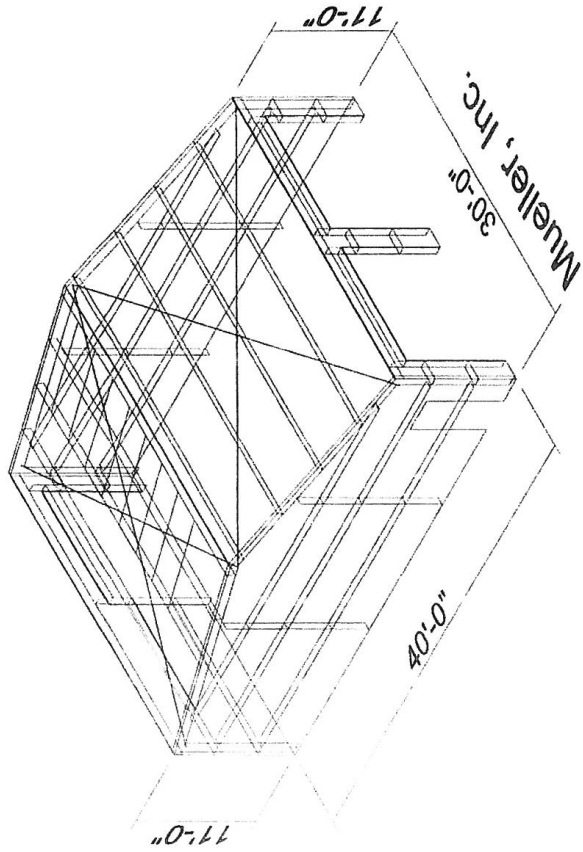
EASEMENTS RECORDED IN THE FOLLOWING VOLUME & PAGES TO THE BEST OF MY KNOWLEDGE AND BELIEF DO NOT EFFECT THE ABOVE DESCRIBED PROPERTY.
VOLUME 42 PAGE 506

LOT 3, BLOCK A
GRADY RASH SUBDIVISION
CABINET B, PAGE 142



ACCEPTED BY: _____

Structural Engineering Structures
Component - Chair - Study



CITY OF ROCKWALL

ORDINANCE NO. 21-51

SPECIFIC USE PERMIT NO. S-259

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 20-02*] OF THE CITY OF ROCKWALL AND PLANNED DEVELOPMENT DISTRICT 75 (PD-75) [*ORDINANCE NO. 16-01*], ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR *RESIDENTIAL INFILL IN AN ESTABLISHED SUBDIVISION* TO ALLOW THE CONSTRUCTION OF A SINGLE-FAMILY HOME ON A 0.1650-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 888-A, ROCKWALL LAKE ESTATES #2 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Peter Muhl for the approval of a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow the construction of a single-family home on a 0.1650-acre parcel of land being described as Lot 888-A, Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 305 Blanche Drive, and being more specifically described and depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held 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, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [*Ordinance No. 20-02*] and Planned Development District 75 (PD-75) [*Ordinance No. 16-01*] of the City of Rockwall should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas;

SECTION 1. That the Unified Development Code (UDC) [*Ordinance No. 20-02*] and Planned Development District 75 (PD-75) [*Ordinance No. 16-01*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for *Residential Infill in an Established Subdivision* to allow the construction of a single-family home in an established subdivision in accordance with Article 04, *Permissible Uses*, the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 03.01, *General Residential District Standards*, and Subsection 03.07, *Single-Family 7 (SF-7) District*, of Article 05, *District Development Standards*, of the Unified Development Code

(UDC) [Ordinance No. 20-02] and to the requirements set forth in Planned Development District 75 (PD-75) [Ordinance No. 16-01] -- as heretofore amended and may be amended in the future - and with the following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the construction of a single-family home on the *Subject Property* and conformance to these operational conditions are required:

- 1) The development of the *Subject Property* shall generally conform to the Residential Plot Plan as depicted in *Exhibit 'B'* of this ordinance.
- 2) The construction of a single-family home on the *Subject Property* shall generally conform to the Building Elevations depicted in *Exhibit 'C'* of this ordinance.
- 3) Once construction of the single-family home has been completed, inspected, and accepted by the City of Rockwall, this Specific Use Permit (SUP) shall expire, and no further action by the property owner shall be required.

2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

- 1) Upon obtaining a *Building Permit*, should the contractor operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [Ordinance No. 20-02].

SECTION 3. That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

SECTION 4. That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

SECTION 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. 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, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 1st DAY OF NOVEMBER, 2021.**

Kevin Fowler, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

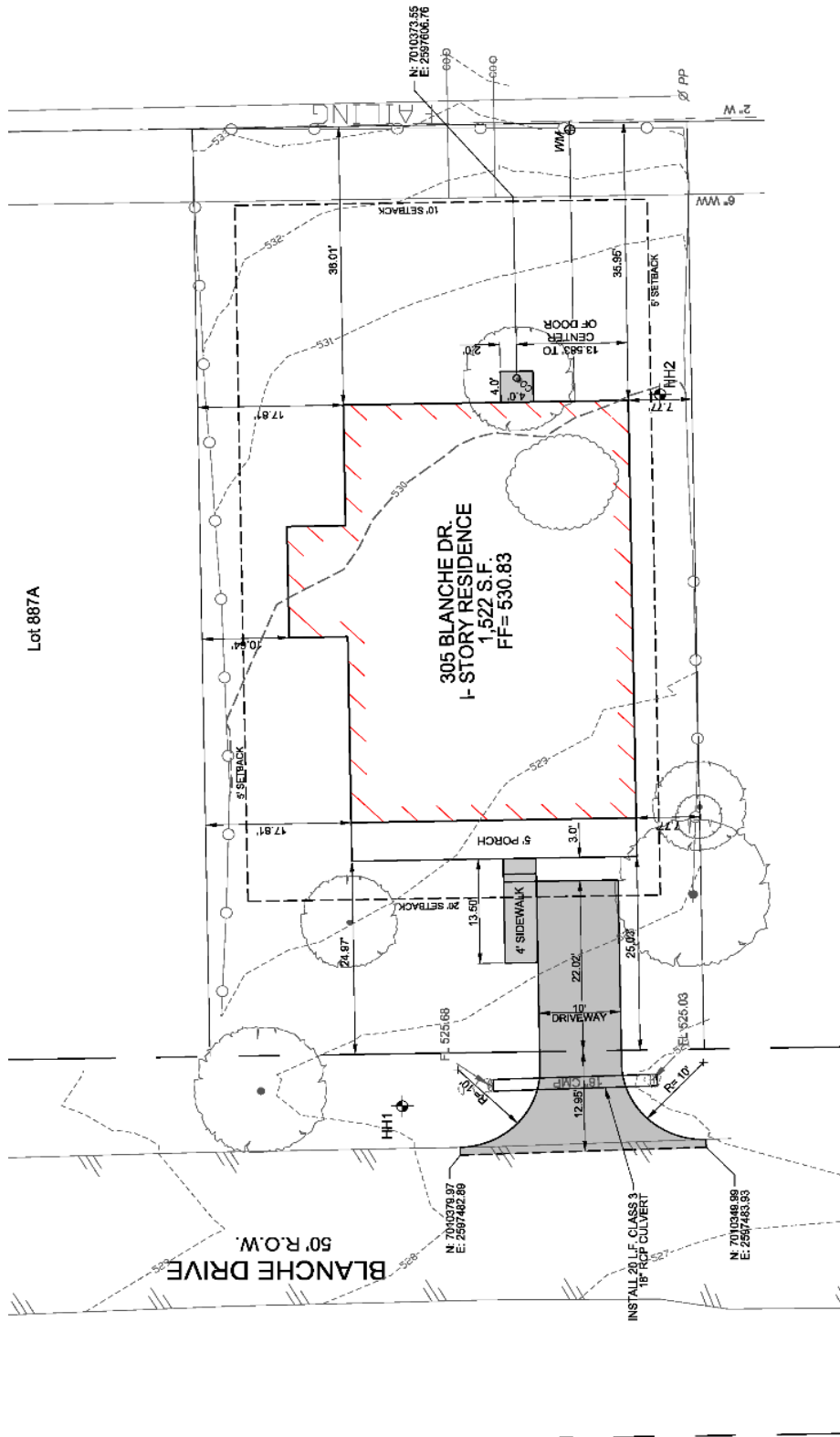
Frank J. Garza, City Attorney

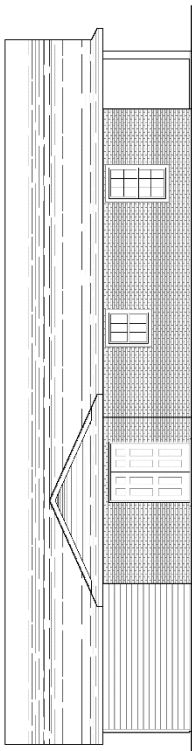
1st Reading: October 18, 2021

2nd Reading: November 1, 2021

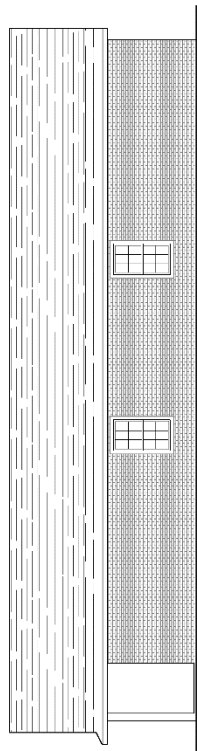
Address: 305 Blanche Drive
Legal Description: Lot 888-A, Rockwall Lake Estates #2 Addition



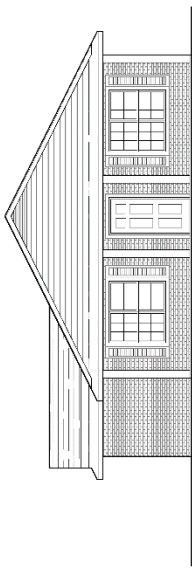




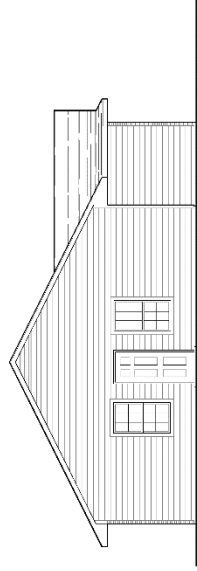
1 EXTERIOR ELEVATION - FRONT



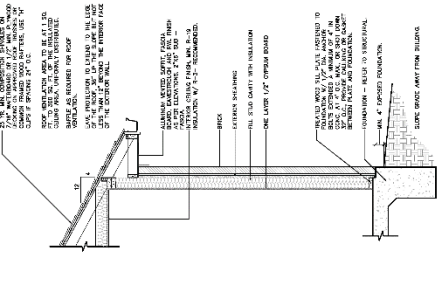
3 EXTERIOR ELEVATION - BACK



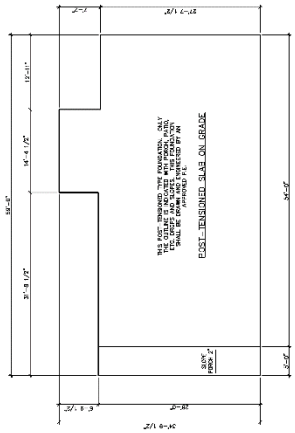
2 EXTERIOR ELEVATION - LEFT



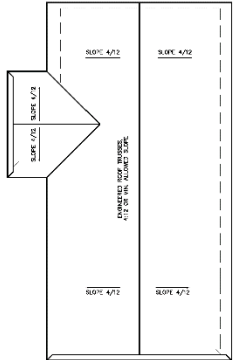
4 EXTERIOR ELEVATION - RIGHT



5 TYPICAL WALL SECTION



6 FOUNDATION PLAN



7 ROOF PLAN

CITY OF ROCKWALL

ORDINANCE NO. 21-52

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 04, PERMISSIBLE USES, AND ARTICLE 13, DEFINITIONS, AS DEPCITED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an amendment to the City of Rockwall's Unified Development Code [*Ordinance No. 20-02*] has been initiated by the City Council of the City of Rockwall to amend Article 04, *Permissible Uses*, and Article 13, *Definitions*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*]; and,

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the city's corporate boundaries, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [*Ordinance No. 20-02*] should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

SECTION 1. That Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'A'* of this ordinance;

SECTION 2. That Article 13, *Definitions*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'B'* of this ordinance;

SECTION 3. That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Thousand Dollars (\$2,000.00)* for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

SECTION 4. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code [*Ordinance No. 04-38*], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

SECTION 5. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE
1ST DAY OF NOVEMBER, 2021.**

Kevin Fowler, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: October 18, 2021

2nd Reading: November 1, 2021

Additions: **Highlighted**
 Deletions: **Highlighted, Strikeout**

LAND USE SCHEDULE		LAND USE DEFINITION REFERENCE [Reference Article XIII, Definitions]	CONDITIONAL USE REFERENCE Reference Article IV, Permissible Uses	RESIDENTIAL DISTRICTS														MIXED USE DISTRICTS	NON-RESIDENTIAL DISTRICTS			OVERLAY DISTRICTS			
				Agricultural (AG) District	Single Family Estate 1.5 (SFE-1.5) District	Single Family Estate 2.0 (SFE-2.0) District	Single Family Estate 4.0 (SFE-4.0) District	Single Family 1 (SF-1) District	Single Family 16 (SF-16) District	Single Family 10 (SF-10) District	Single Family 8.4 (SF-8.4) District	Single Family 7 (SF-7) District	Zero Lot-Line (ZL-5) District	Two-Family (2F) District	Multi-Family 14 (MF-14) District	Downtown (DT) District	Residential Office (RO) District	Neighborhood Services (NS) District	General Retail (GR) District	Commercial (C) District	Heavy Commercial (HC) District	Light Industrial (LI) District	Heavy Industrial (HI) District	Scenic Overlay (SOV) District	SH-66 Overlay (SH-66) District
LAND USES																									
RESIDENTIAL AND LODGING LAND USES		2.02(B)	2.03(B)																						
Townhouse		(22)	(15)											P	P	P									
Urban Residential		(23)	(16)											S	P S										

Additions: Highlighted

Deletions: Highlighted, Strikeout

SECTION 02 | WORDS, TERMS, AND LAND USES DEFINED
SUBSECTION 02.02: LAND USE DEFINITIONS

(B) Residential and Lodging Uses.

- (23) *Urban Residential*. A development situated within the City's Downtown (DT) District -- which is also referred to as the urban core -- that allows for multiple single-family, single-family attached, townhomes, and lofts (i.e. one [1] story of residential above commercial only) dwelling units grouped into a single building. This type of structure typically contains a mix of office, retail, and residential land uses.

CITY OF ROCKWALL

ORDINANCE NO. 21-53

SPECIFIC USE PERMIT NO. S-260

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) FOR A RESTAURANT LESS THAN 2,000 SF WITH DRIVE-THROUGH OR DRIVE-IN ON A 0.81-ACRE PARCEL OF LAND, IDENTIFIED AS LOT 11, BLOCK A, STONE CREEK RETAIL ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Aaron Hawkins for the approval of a Specific Use Permit (SUP) for a *Restaurant with Less Than 2,000 SF with Drive-Through or Drive-In* for the purpose of constructing a *drive-through restaurant* on a 0.81-acre parcel of land described as Lot 11, Block A, Stone Creek Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 70 (PD-70) for General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, generally located northeast of the intersection of N. Goliad Street [*SH-205*] and Bordeaux Drive, and being more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held 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, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas;

SECTION 1. The Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) for a *Restaurant with Less Than 2,000 SF with Drive-Through or Drive-In* in accordance with Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

SECTION 2. That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 04.04, *General Retail (GR) District*, and Subsection 06.11, *North SH-205 Overlay (N. SH-205 OV) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] and to the requirements set forth in Planned Development District 70 (PD-70) -- *as heretofore amended and may be amended in the future* -- and with the

following conditions:

2.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Restaurant with Less Than 2,000 SF with Drive-Through or Drive-In* on the *Subject Property* and conformance to these conditions is required for continued operation:

- 1) The development of the *Subject Property* shall generally conform to the Concept Plan as depicted in *Exhibit 'B'* of this ordinance.
- 2) Mature landscaping shall be planted along the entire length of the proposed drive-through and along N. Goliad Street [SH-205] to provide headlight screening from N. Goliad Street [SH-205] and the adjacent property owners.

2.2 COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)* of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require the *Subject Property* to comply with the following:

- 1) Upon obtaining a *Certificate of Occupancy (CO)*, should the business owner operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

SECTION 3. That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

SECTION 4. That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

SECTION 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. 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, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 1TH DAY OF NOVEMBER, 2021.**

Kevin Fowler, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

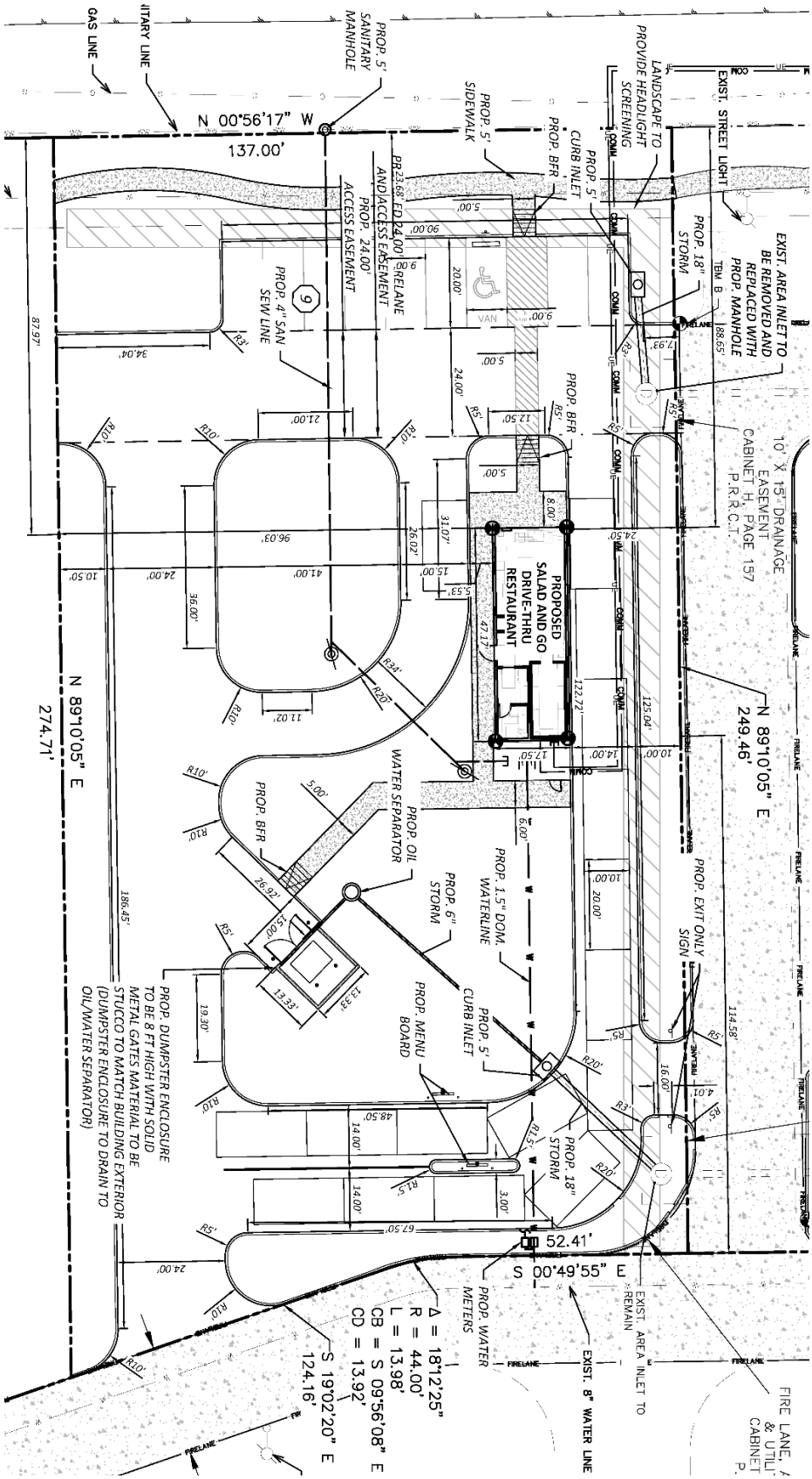
Frank J. Garza, City Attorney

1st Reading: October 18, 2021

2nd Reading: November 1, 2021

Address: Northeast of the intersection of N. Goliad Street [SH-205] and Bordeaux Drive
Legal Description: Lot 11, Block A, Stone Creek Retail Addition







MEMORANDUM

TO: Mary Smith, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: November 1, 2021

SUBJECT: P2021-049; PRELIMINARY PLAT FOR LOTS 1 & 2, BLOCK A, SEEFRIED ADDITION

Attachments

Case Memo
Development Application
Location Map
Preliminary Plat
Closure Report

Summary/Background Information

Consider a request by Nick Hobbs of BGE Engineering on behalf of Randall Schwimmer of Baker Schwimmer Ventures, LP for the approval of a *Preliminary Plat* for Lots 1 & 2, Block A, Seefried Addition being a 23.071-acre tract of land identified as Tracts 25 & 25-1, of the R. B. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, generally located on the southside of the IH-30 Frontage Road east of the intersection of Corporate Crossing and IH-30, and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with condition, or deny the proposed Preliminary Plat.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Mayor and City Council
DATE: November 1, 2021
APPLICANT: Nick Hobbs; *BGE Engineering*
CASE NUMBER: P2021-049; *Preliminary Plat for Lots 1 & 2, Block A, Seefried Addition*

SUMMARY

Consider a request by Nick Hobbs of BGE Engineering on behalf of Randall Schwimmer of Baker Schwimmer Ventures, LP for the approval of a Preliminary Plat for Lots 1 & 2, Block A, Seefried Addition being a 23.071-acre tract of land identified as Tracts 25 & 25-1, of the R. B. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, generally located on the southside of the IH-30 Frontage Road east of the intersection of Corporate Crossing and IH-30, and take any action necessary.

PLAT INFORMATION

- The purpose of the applicant's request is to preliminary plat a 23.071-acre tract of land (*i.e. tracts 25 & 25-1 of the R. B. Irvine Survey, Abstract No. 120*) into two (2) lots (*i.e. Lots 1 & 2, Block A, Seefried Addition*) for the purpose of laying out the necessary easements (*e.g. fire lane, public access/right-of-way, utilities, and drainage*) for the future development of two (2) *Warehouse/Distribution Centers* on the subject property. It should be noted that the applicant has submitted a site plan [*i.e. Case No. SP2021-027*] concurrently with this preliminary plat that shows the future construction of the two (2), ~157,720 SF *Warehouse/Distribution Centers*.
- The purpose of the preliminary plat is to provide sufficient information to evaluate and review the general design of the development proposed with *Case No. SP2021-027*, to ensure compliance with the density and dimensional requirements stipulated for the Light Industrial (LI) District by the Unified Development Code (UDC), to ensure conformance with the OURHometown Vision 2040 Comprehensive Plan and the Master Thoroughfare Plan, and the requirements of Chapter 38, *Subdivisions*, of the Municipal Code of Ordinances. The proposed preliminary plat appears to meet these requirements and intent of these documents.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- *conforming to the requirements for plats as stipulated by the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the City Council chooses to approve the *Preliminary Plat* for the *Lots 1 & 2, Block A, Seefried Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from City Staff (*i.e. Engineering, Planning and Fire Department*) shall be addressed prior to submittal of civil engineering plans; and,

- (2) Any construction resulting from the approval of this plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 26, 2021, the Planning and Zoning Commission approved a motion to recommend approval of the preliminary plat by a vote of 6-0, with Commissioner Womble absent.



DEVELOPMENT APPLICATION

City of Rockwall
Planning and Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) ¹
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) ¹
- FINAL PLAT (\$300.00 + \$20.00 ACRE) ¹
- REPLAT (\$300.00 + \$20.00 ACRE) ¹
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) ¹
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) ¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) ¹
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) ¹

OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST (\$100.00)

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS NONE - PARCEL ID: 60700

SUBDIVISION R.B. IRVINE SURVEY, ABSTRACT NO. 120

LOT

BLOCK

GENERAL LOCATION NEC OF CAPITAL BLVD AND DATA DRIVE, EAST OF CARRINGTON DRIVE AND SOUTH OF IH-30

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING LIGHT INDUSTRIAL

CURRENT USE VACANT

PROPOSED ZONING LIGHT INDUSTRIAL

PROPOSED USE INDUSTRIAL

ACREAGE 22.234

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

SITE PLANS AND PLATS: BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER PHASE 17 INVESTMENTS LP

APPLICANT BGE ENGINEERING

CONTACT PERSON RANDALL SCHWIMMER

CONTACT PERSON NICK HOBBS

ADDRESS 2633 MCKINNEY AVE, STE 130-510

ADDRESS 2595 DALLAS PARKWAY, SUITE 101

CITY, STATE & ZIP DALLAS, TEXAS 75204

CITY, STATE & ZIP FRISCO, TEXAS 75034

PHONE 214-923-3554

PHONE 972-464-4800

E-MAIL

E-MAIL

NHOBBS@BGEINC.COM

NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Randall Schwimmer, Manager TMLL14 LLC, General Partner (OWNER) THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

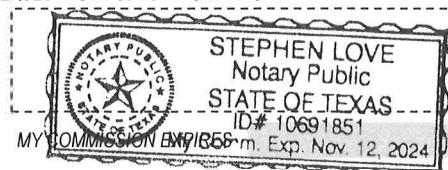
"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ _____ TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 15 DAY OF October, 2021. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 15 DAY OF October, 2021.

OWNER'S SIGNATURE

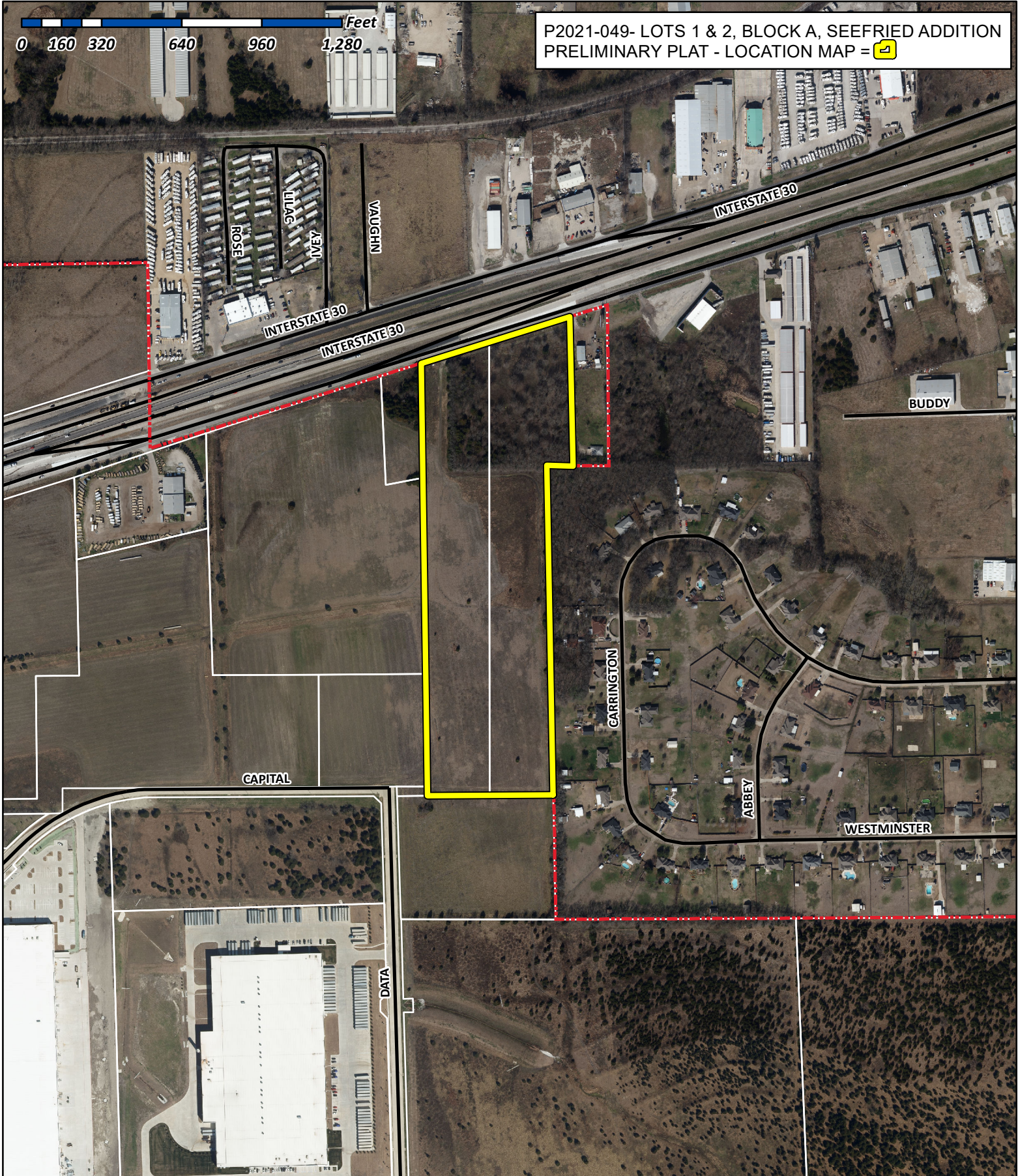
Randall Schwimmer

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



0 160 320 640 960 1,280 Feet

P2021-049- LOTS 1 & 2, BLOCK A, SEEFRIED ADDITION
PRELIMINARY PLAT - LOCATION MAP = 



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
(W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, Phase 17 Investments, LP, Rockwall Economic Development Corporation, and Baker Schwimmer Ventures, LP, being the owners of a 23.071-acre tract of land in the City of Rockwall, Rockwall County, Texas; said tract of land being described as follows:

DESCRIPTION, of a 23.071-acre (1,000,958-square-foot) tract of land situated in the Robert Boyd Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Phase 17 Investments, LP as recorded in Volume 6388, Page 218 of the Deed Records of Rockwall County, Texas, all of that certain tract of land described in General Warranty Deed to Baker Schwimmer Ventures, LP as recorded in Instrument No. 2018000018084 of the Official Public Records of Rockwall County, Texas, and all of that certain tract of land described in Special Warranty Deed to Rockwall Economic Development Corporation as recorded in Instrument No. 20130000497020 of said Official Public Records; said 23.071-acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at a point for corner in the southeast right-of-way line of Interstate Highway 30 (a variable-width public right-of-way); said point being the northwest corner of said Baker Schwimmer Ventures tract and the northeast corner of that certain tract of land described in Special Warranty Deed to Rusty Wallis Family Limited Partnership Number 2 as recorded in Volume 4153, Page 271 of said Deed Records; from which a leaning 5/8-inch iron rod bears South 48 degrees 06 minutes West, a distance of 0.4 feet;

THENCE, North 72 degrees 45 minutes 46 seconds East, with the said southeast right-of-way line of Interstate Highway 30, the north line of said Baker Schwimmer Ventures tract, and the north line of said Phase 17 Investments tract, a distance of 618.29 feet to a 1/2-inch iron rod found for corner; said point being the northeast corner of said Phase 17 Investments tract and the northwest corner of that certain tract of land described in General Warranty Deed to Adam Mitchell as recorded in Volume 5283, Page 290 of said Deed Records;

THENCE, South 02 degrees 42 minutes 43 seconds East, departing the said southeast right-of-way line of Interstate Highway 30 and with an east line of said Phase 17 Investments tract and the west line of said Mitchell tract, a distance of 589.53 feet to a 5/8-inch iron rod found for corner; said point being the northernmost southeast corner of said Rockwall Economic Development Corporation tract and in the north line of Carrington Farms Phase Two, an addition to the City of Fate according to the plat recorded in Cabinet C, Page 203 of the Plat Records of Rockwall County, Texas;

THENCE, South 89 degrees 23 minutes 19 seconds West, with a south line of said Rockwall Economic Development Corporation tract and the said north line of Carrington Farms Phase Two, a distance of 94.92 feet to a leaning 3/4-inch iron rod found for corner; said point being an interior ell corner of said Rockwall Economic Development Corporation tract and the northwest corner of said Carrington Farms Phase Two;

THENCE, South 01 degrees 01 minutes 48 seconds East, with the east line of said Rockwall Economic Development Corporation tract and the west line of said Carrington Farms Phase Two, a distance of 1,377.34 feet to a point for corner;

THENCE, North 89 degrees 31 minutes 26 seconds West, departing the said east line of said Rockwall Economic Development Corporation tract and the said west line of said Carrington Farms Phase Two, at a distance of 25.22 feet passing at a 1/2-inch iron rod found for an interior ell corner of said Rockwall Economic Development Corporation tract and the southeast corner of said Phase 17 Investments tract, continuing with the south line of said Phase 17 Investments tract, the south line of said Baker Schwimmer Ventures tract, and the southernmost north line of said Rockwall Economic Development Corporation tract a total distance of 509.47 feet to a 3/4-inch iron rod found for corner; said point being the southwest corner of said Baker Schwimmer Ventures tract and the northernmost southeast corner of that certain tract of land described in Special Warranty Deed to Rockwall Economic Development Corporation as recorded in Volume 3495, Page 314 of said Deed Records;

THENCE, North 01 degrees 15 minutes 53 seconds West, with the west line of said Baker Schwimmer tract, the east line of the second-referenced Rockwall Economic Development Corporation tract, the east line of that certain tract of land described in Special Warranty Deed to Structured REA - Rockwall Land, LLC tract as recorded in Instrument No. 2021000001622 of said Official Public Records, and the east line of that certain tract of land described in Special Warranty Deed to Rusty Wallis Family Limited Partnership #2 as recorded in Volume 4014, Page 173 of said Deed Records, at a distance of 100.08 feet passing a 1/2-inch iron rod with illegible cap found for the northeast corner of the second-referenced Rockwall Economic Development Corporation tract and the southeast corner of said Structured REA tract, at a distance of 549.68 feet passing a 1/2-inch iron rod with "R.S.C.I. RPLS 5034" cap found for the easternmost northeast corner of said Structured REA tract and the southeast corner of the second-referenced Rusty Wallis Family Limited Partnership tract, continuing in all a total distance of 1,334.33 feet to a 1/2-inch iron rod found for corner; said point being a northeast corner of the second-referenced Rusty Wallis Family Limited Partnership tract and the southeast corner of the first-referenced Rusty Wallis Family Limited Partnership tract;

THENCE, North 01 degrees 12 minutes 05 seconds West, with the said west line of Baker Schwimmer tract and the east line of the first-referenced Rusty Wallis Family Partnership tract, a distance of 445.64 feet to the POINT OF BEGINNING;

CONTAINING: 23.071 acres or 1,004,958 square feet of land, more or less.

SURVEYOR'S CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I Gregory Mark Peace, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Gregory Mark Peace, RPLS No. 6608

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared Gregory Mark Peace, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this day of _____, 2021.

Notary Public in and for the State of Texas

My Commission Expires:

RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission Date _____

APPROVED

I hereby certify that the above and foregoing plat of **SEEFRIED ADDITION, LOTS 1 AND 2, BLOCK 1**, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the day of _____, 2021.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the county clerk, within 180 days from said date of final approval by the city engineer. Said addition shall be subject to all the requirements of these subdivision regulations.

WITNESS OUR HANDS, this day of _____, 2021.

Mayor, City of Rockwall City Secretary, City of Rockwall City Engineer, City of Rockwall

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF ROCKWALL

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the SEEFRIED ADDITION, LOTS 1 AND 2, BLOCK 1 subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the SEEFRIED ADDITION, LOTS 1 AND 2, BLOCK 1 subdivision have been notified and signed this plat. I (we) understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I (we) also understand the following:

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

I (we) further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

Witness, my hand this the _____ day of _____, 2021.

By: _____

Authorized Signature

Printed Name and Title

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this day of _____, 2021.

Notary Public in and for the State of Texas

My Commission Expires:

**PRELIMINARY PLAT
SEEFRIED ADDITION
LOTS 1 AND 2, BLOCK 1
2 LOTS - 23.071 ACRES
BEING SITUATED IN THE
ROBERT BOYD IRVINE SURVEY, ABSTRACT NO. 120
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
OCTOBER 2021
SHEET 2 OF 2**

DEVELOPER
**SEEFRIED INDUSTRIAL
PROPERTIES, INC.**
3030 LBJ Freeway, Suite 1650
Dallas, TX 75234



SURVEYOR
BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

Contact: Mark Peace, R.P.L.S.
Telephone: 972-464-4884 • Email: mpeace@bgeinc.com

Copyright 2021

9028-00 Seefried Rockwall

Preliminary Plat

Closure Report

Wed Oct 13 12:44:10 2021

Northing	Easting	Angle	Distance
7025576.42	2610382.63	N 72°45'46" E	618.29
7025759.64	2610973.14	S 02°42'43" E	589.53
7025170.77	2611001.04	S 89°23'19" W	94.92
7025169.76	2610906.12	S 01°01'48" E	1377.34
7023792.64	2610930.88	N 89°31'26" W	509.47
7023796.87	2610421.43	N 01°15'53" W	1334.33
7025130.87	2610391.97	N 01°12'05" W	445.64

Closure Error Distance > 0.0000

Total Distance > 4969.52

Polyline Area: 1004958 sq ft, 23.071 acres



MEMORANDUM

TO: Mary Smith, City Manager

CC: Honorable Mayor and City Council

FROM: Ryan Miller, Director of Planning and Zoning

DATE: November 1, 2021

SUBJECT: P2021-050; REPLAT FOR LOTS 2 & 3, BLOCK A, PECAN VALLEY
RETAIL ADDITION

Attachments

Case Memo
Development Application
Location Map
Replat
Closure Report

Summary/Background Information

Consider a request by Greg Chapa of Barton Chapa Surveying on behalf of JCDB Goliad Holdings, LLC for the approval of a *Replat* for Lots 2 & 3, Block A, Pecan Valley Retail Addition being a 2.174-acre parcel of land identified as Lot 1, Block A, Pecan Valley Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for limited General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 3005 N. Goliad Street [SH-205] and 150 Pecan Valley Drive, and take any action necessary.

Action Needed

The City Council is being asked to approve, approve with conditions, or deny the proposed Replat.



CITY OF ROCKWALL

CITY COUNCIL CASE MEMO

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

TO: Mayor and City Council
DATE: November 1, 2021
APPLICANT: Greg Chapa; JCDB Goliad Holdings, LLC
CASE NUMBER: P2021-050; Lots 2 & 3, Block A, Pecan Valley Retail Addition

SUMMARY

Consider a request by Greg Chapa of Barton Chapa Surveying on behalf of JCDB Goliad Holdings, LLC for the approval of a Replat for Lots 2 & 3, Block A, Pecan Valley Retail Addition being a 2.174-acre parcel of land identified as Lot 1, Block A, Pecan Valley Retail Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 65 (PD-65) for limited General Retail (GR) District land uses, situated within the North SH-205 Overlay (N. SH-205 OV) District, addressed as 3005 N. Goliad Street [SH-205] and 150 Pecan Valley Drive, and take any action necessary.

PLAT INFORMATION

- The applicant is requesting the approval of a replat for a 2.174-acre parcel of land identified as Lot 1, Block A, Pecan Valley Retail Addition for the purpose of establishing one (2) lots (i.e. Lots 2 & 3, Block A, Pecan Valley Retail Addition).
- On July 9, 2019, the Planning and Zoning Commission approved a site plan [Case No. SP2019-023] for the purpose of constructing an approximately 11,000 SF single-story, multi-tenant retail building. On September 15, 2020, the City Council approved a final plat [Case No. P2020-034] to establish the necessary easements and dedication of right-of-way (i.e. 3,152 SF or 0.072-acres) for N. Goliad Street for the purpose of allowing the construction the multi-tenant retail building.
- The surveyor has completed the majority of the technical revisions requested by staff, and this plat -- conforming to the requirements for plats as stipulated by the Chapter 38, Subdivisions, of the Municipal Code of Ordinances -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Conditions of Approval* section below.
- With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of Chapter 38, Subdivisions, of the Municipal Code of Ordinances.

CONDITIONS OF APPROVAL

If the City Council chooses to approve of the Replat for Lots 2 & 3, Block A, Pecan Valley Retail Addition, staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat; and,
- (2) Any construction resulting from the approval of this plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

PLANNING AND ZONING COMMISSION

On October 26, 2021, the Planning and Zoning Commission approved a motion to recommend approval of the Replat with the conditions of approval by a vote of 6-0, with Commissioner Womble absent.

ATTN: Henry Lee



DEVELOPMENT APPLICATION

City of Rockwall
Planning and Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. P2021-050

NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

PLATTING APPLICATION FEES:

MASTER PLAT (\$100.00 + \$15.00 ACRE) ¹

PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) ¹

FINAL PLAT (\$300.00 + \$20.00 ACRE) ¹

REPLAT (\$300.00 + \$20.00 ACRE) ¹

AMENDING OR MINOR PLAT (\$150.00)

PLAT REINSTATEMENT REQUEST (\$100.00)

SITE PLAN APPLICATION FEES:

SITE PLAN (\$250.00 + \$20.00 ACRE) ¹

AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

ZONING APPLICATION FEES:

ZONING CHANGE (\$200.00 + \$15.00 ACRE) ¹

SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) ¹

PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) ¹

OTHER APPLICATION FEES:

TREE REMOVAL (\$75.00)

VARIANCE REQUEST (\$100.00)

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS **3005 N. GOLIAD STREET**

SUBDIVISION **PECAN VALLEY RETAIL** LOT **1** BLOCK **A**

GENERAL LOCATION **NE. CORNER OF PECAN VALLEY DRIVE & QUAIL RUN ROAD**

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING **PD-65** CURRENT USE **COMMERCIAL**

PROPOSED ZONING **N/A** PROPOSED USE **COMMERCIAL**

ACREAGE **2.174** LOTS [CURRENT] **1** LOTS [PROPOSED] **2**

SITE PLANS AND PLATS: BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB316Z THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

<input type="checkbox"/> OWNER	JCDB GOLIAD HOLDINGS, LLC	<input checked="" type="checkbox"/> APPLICANT	BARTON CHAPA SURVEYING
CONTACT PERSON		CONTACT PERSON	GREG CHAPA
ADDRESS	8350 N. CENTRAL EXPRESSWAY	ADDRESS	5200 STATE HIGHWAY 121
CITY, STATE & ZIP	DALLAS, TX, 75206	CITY, STATE & ZIP	COLLEYVILLE, TX, 76034
PHONE		PHONE	817.864.1957
E-MAIL		E-MAIL	greg@bcsdfw.com

NOTARY VERIFICATION [REQUIRED]

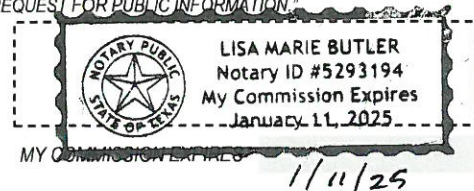
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Chad Dubose [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 150.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 16 DAY OF OCTOBER, 2021. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 5 DAY OF October, 2021.

OWNER'S SIGNATURE Chad Dubose

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS [Signature]





P2021-050- LOTS 2 & 3, BLOCK A, PECAN VALLEY RETAIL
 AMENDING PLAT - LOCATION MAP =

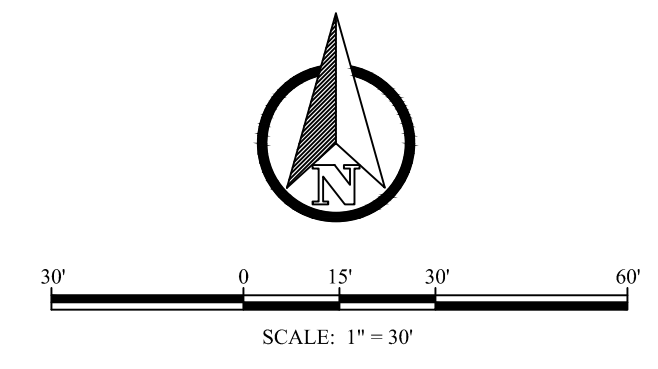
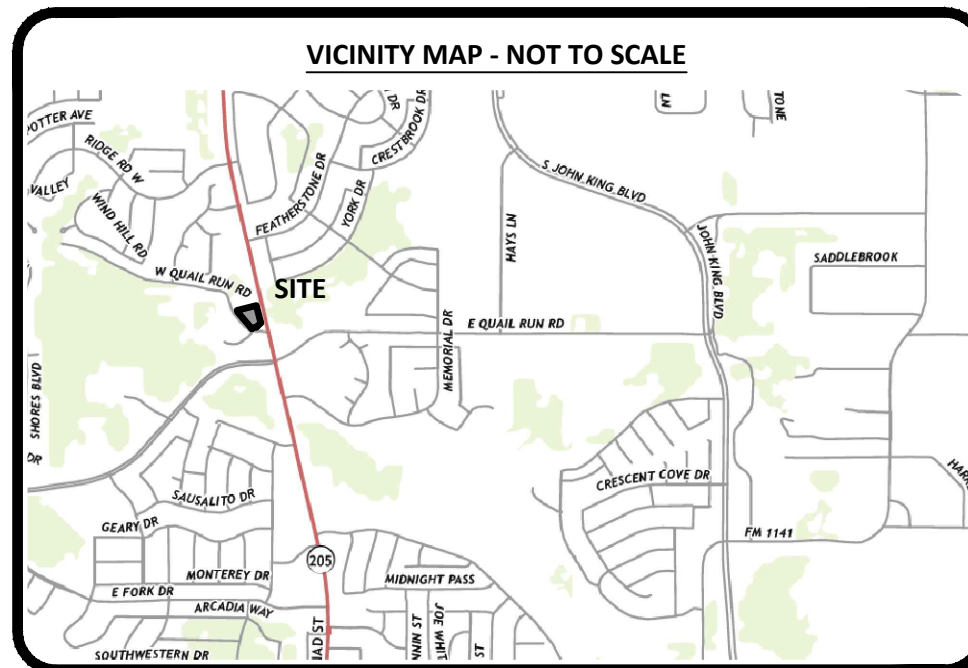


City of Rockwall

Planning & Zoning Department
 385 S. Goliad Street
 Rockwall, Texas 75032
 (P): (972) 771-7745
 (W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





- SURVEYOR'S NOTES:**
- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.000146135.
 - This property lies within Zone "A" "AE" AND "X" of the Flood Insurance Rate Map for Rockwall County, Texas and Incorporated Areas, map no. 78397C0030L, with an effective date of September 26, 2008, via scaled map location and graphic plotting.
 - Monuments are found unless specifically designated as set.
 - Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).

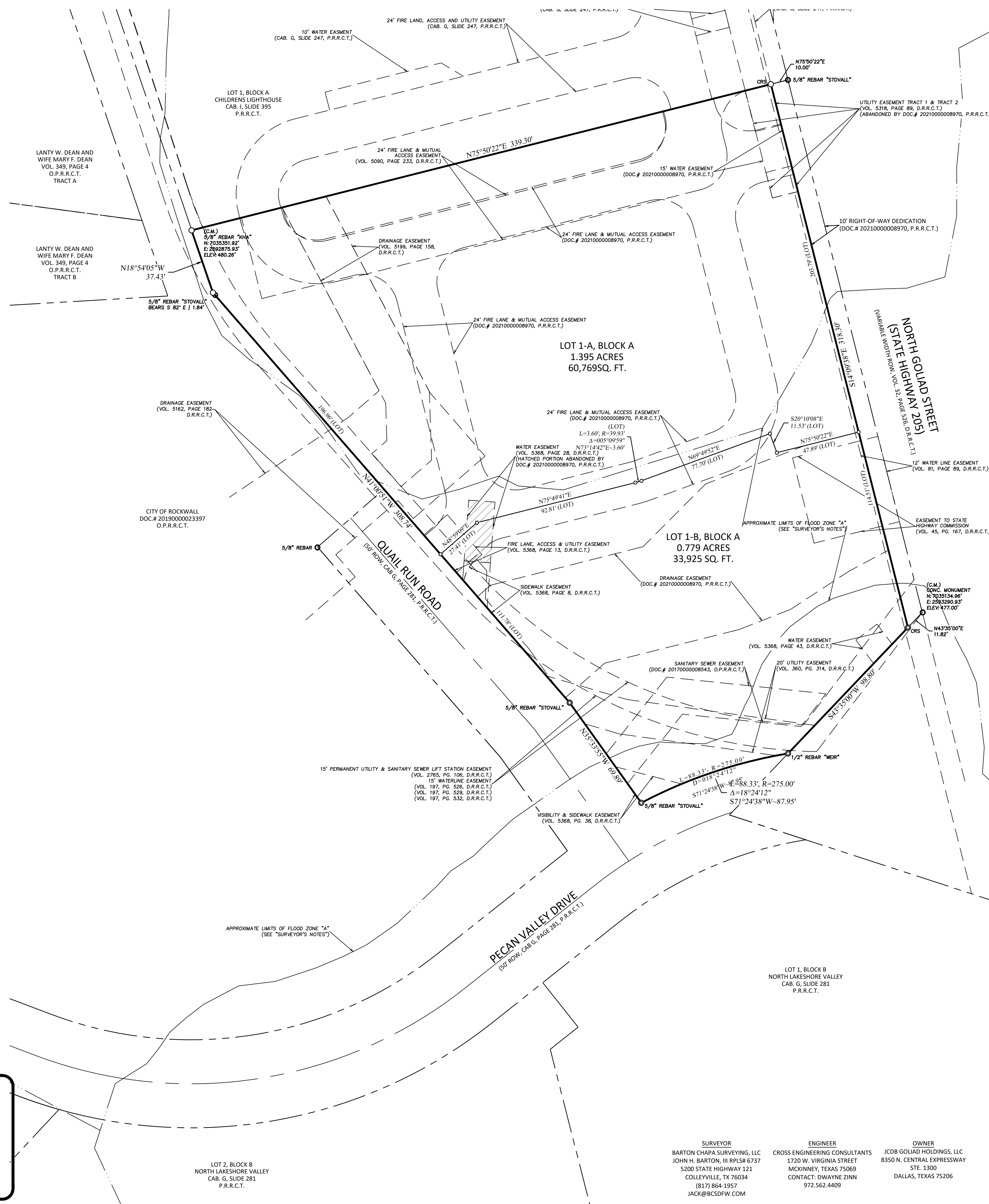
- PLAT NOTES:**
- It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.
 - Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements.

APPROVED:
I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Planning Director of the City of Rockwall on the _____ day of _____, 20____.
This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval. Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

Director of Planning & Zoning City Engineer

LEGEND OF ABBREVIATIONS

- D.R.R.C.T. DEED RECORDS, ROCKWALL COUNTY, TEXAS
- P.R.R.C.T. PLAT RECORDS, ROCKWALL COUNTY, TEXAS
- O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET



STATE OF TEXAS §
COUNTY OF ROCKWALL §
WHEREAS JCDB GOLIAD HOLDINGS, LLC being the owner of all of Lot 1 in Block A of Pecan Valley Retail, an addition in the City of Rockwall, Rockwall County, Texas, according to the plat recorded under Document Number 2021000008970, Plat Records, Rockwall County, Texas.
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
JCDB GOLIAD HOLDINGS, LLC, the undersigned owner(s) of the land shown on this plat, and designated herein as the **LOT 1A & LOT 1B, BLOCK A, PECAN VALLEY RETAIL** subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the **LOT 1A & LOT 1B, BLOCK A, PECAN VALLEY RETAIL** subdivision have been notified and signed this plat. I (we) understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I (we) also understand the following:

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or Until the developer and/or owner files a corporate surety bond with the city secretary in an amount equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall. I (we) further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

Property Owner Signature (authorized agent)
STATE OF TEXAS §
COUNTY OF TARRANT §
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for the State of Texas
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
SURVEYOR'S CERTIFICATE
I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.
Date of Plat/Map: **September 15, 2021**

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY DOCUMENT **September 15, 2021**
John H. Barton III, RPLS# 6737

REPLAT
LOT 1A & LOT 1B, BLOCK A
PECAN VALLEY RETAIL
A REPLAT OF LOT 1, BLOCK A, PECAN VALLEY RETAIL
2.174 ACRES - 2 LOTS
AN ADDITION IN THE CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

BCS
BARTON CHAPA SURVEYING
5200 State Highway 121
Colleyville, TX 76034
Phone: 817-864-1957
info@bcsw.com
TBPLS Firm #10194474

JOB NO. 2021.117.001
DRAWN: BCS
CHECKED: JHB

TABLE OF REVISIONS	
DATE	SUMMARY

SHEET:

North: 7036304.34' East: 2595900.12'

Segment #1 : Line

Course: S14°09'38"E Length: 318.30'

North: 7035995.72' East: 2595977.99'

Segment #2 : Line

Course: S43°35'00"W Length: 98.80'

North: 7035924.15' East: 2595909.87'

Segment #3 : Curve

Length: 88.33' Radius: 275.00'

Delta: 18°24'12" Tangent: 44.55'

Chord: 87.95' Course: S71°24'38"W

Course In: S09°23'16"E Course Out: N27°47'28"W

RP North: 7035652.83' East: 2595954.73'

End North: 7035896.11' East: 2595826.51'

Segment #4 : Line

Course: N35°33'55"W Length: 69.89'

North: 7035952.96' East: 2595785.86'

Segment #5 : Line

Course: N41°00'51"W Length: 308.74'

North: 7036185.92' East: 2595583.25'

Segment #6 : Line

Course: N18°54'05"W Length: 37.43'

North: 7036221.33' East: 2595571.13'

Segment #7 : Line

Course: N75°50'22"E Length: 339.30'

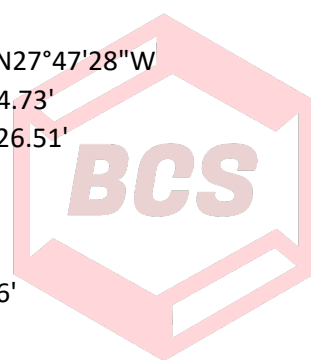
North: 7036304.34' East: 2595900.12'

Perimeter: 1260.78' Area: 2.174acres

Error Closure: 0.00 Course: S07°56'02"W

Error North: -0.004 East: -0.001

Precision 1: 1260410000.00



**BARTON CHAPA
SURVEYING**

Harbor Bay Renovation Plan

3701 Windjammer Lane
Rockwall, TX 75087

Harbor Bay Marina Corporation
Jim Rosenberg, President
214-732-4345

SECTION 1:

This significant renovation project requires many simultaneous construction and approval processes in partnership between Jim Rosenberg of Harbor Bay Marina Corporation and the City of Rockwall, Dallas Water Utilities and the City of Dallas, as outlined below.

As a marina specialty construction and management company, with a full-time crew, we are uniquely prepared for this type of extensive renovation project.

As such, we have owned and operated all aspects of the day-to-day operation, repairs, building and ongoing running of Harbor Bay Marina for 33 years.

Our in-house crew also built and operated what is now known as Sapphire Bay Marina that was developed over 30 years with 1,000 boat slips (previously known as Bayview Marina (sold 4 years ago), as well as redeveloped marinas that we owned on Grapevine Lake, Lewisville Lake and Lake Travis with over 3,000 boat slips.

We constructed the majority of the boathouses that we are acquiring from Sapphire Bay Marina, so we know the quality of materials used.

Sapphire Bay Marina has changed their business plan to remove all 20-27' boat stalls and are now specializing in boats 28-50', eliminating the 20-27' boats.

We have acquired the 400+ 20-27' boat stalls from Sapphire Bay Marina for Harbor Bay Marina.

Harbor Bay Marina specializes in 20-27' boat stalls. 98% of Harbor Bay Marina are these boat sizes and we have been 100% occupied for the last 2 years.

REQUESTS:

1. Permission requested to start moving materials (including boat stalls, breakwater, and pavilion foundations) from Sapphire Bay Marina to Harbor Bay Marina immediately.

We anticipate a 90-day moving time once approved.

Boathouse Construction and Component Staging Area is designated on the map next to I-30, but construction won't begin until after all boat stalls, breakwater and pavilion

foundations have been moved from Sapphire Bay, permits have been issued and a new Concession Agreement has been finalized with the Cities of Rockwall and Dallas.

2. Renew the Harbor Bay Marina Concession Agreement for 25 years, which expires 12/31/21.
3. Allow assignment of the Concession Agreement to a lending institution for financing the renovation and expansion of Harbor Bay Marina.
4. Update the parking requirements in the Concession Agreement that have been in place for 40+ years (and have never been updated) to be in line with other local municipalities (Garland and Rowlett) to 1 parking space for every 3.75 boat slips:
 - Garland requires 1 parking space for every 5 boat slips.
 - Rowlett (Sapphire Bay) currently requires 1 parking space for every 4 boat slips. As of 10/21, they are in the process of adding a restaurant on site and have requested a change to accommodate the restaurant parking. This potential new marina parking would be 1 parking space for every 5 boat slips.
 - Current Rockwall Concession Agreement for the past 40+ years required 1 parking space for every 2 boat slips.

SECTION 2:

RENOVATION PLAN FOR HARBOR BAY MARINA

The entire Marina will be renovated over the course this project, both existing and acquired docks.

See Phase 1 for visual. Phase 2 is for future potential development and won't be addressed until Phase 1 is 90% occupied.

Phase 1 starts with the acquired dock renovation, followed by existing docks, as described below:

Transport acquired 400+ 20-27' boat stalls.

- a. Remove roofing, supports, electrical and all other mechanical components for transport under the I-30 highway.
- b. Relocate to the proposed Construction Staging Area.
- c. Renovate all components as described below.

Renovate acquired 20-27' stalls.

- a. New encapsulated foam
- b. Water lines
- c. Electrical
- d. Lighting
- e. Fire standpipe system

Rockwall issues individual permits and inspects each renovated boathouse before installation or occupancy.

Boathouse dock completion is expected in this order (see Phase 1 plan): C, I, J, K, L, G & F.

Renovation on existing boathouse docks will start with A after the above docks are completed and installed, including the installation of renovated pavilions (see the visuals attached).

Tenants in A dock will be moved to renovated docks C, I, J, K, L, G or F.

Following A, renovation can begin on B, D, E and H.

SECTION 3:

RENOVATION FOR NORTH SIDE CONCRETE BREAKWATER

Renovate & expand existing concrete breakwater to the West, with 450' added:

- Replace current foam with new encapsulated foam
- New anchor pipes

The breakwater renovation and expansion is happening simultaneously with the boathouse renovation plan.

SECTION 4:

FIRST STEP IN PHASE 1 RENOVATION IS COMPLETE

The original Floating Tire Attenuator/Fish Habitat along the West boundary was built over 40 years ago and was scheduled for a renovation as a part of this larger renovation project.

Prior to that happening, a giant storm broke the 40-year-old existing structure. This was the only time this had happened in 40 years, and the existing structure did its job of protecting the marina and all the boats within.

We responded by collecting the tires that were scattered around the lake and continue to collect any remnants that appear, twice a month.

In the spirit of proactively addressing concerns, we built an actual model of the new structure in the parking lot. We showed it to Rockwall and Dallas officials to alleviate concerns that this could happen again. Our goal was to replace a structure that lasted over 40 years with one that would easily last 40+ years.

Since that time, we rebuilt the Floating Tire Attenuator/Fish Habitat:

- Redesigned the structure to ensure no tires can break loose.
- Replaced 1200' of wave protection and fish habitat.
- Replaced the Styrofoam in 18,000 tires and used 3/8" galvanized chain to secure all tires within the renovated structure.
- Cost \$265,000.

HARBOR BAY MARINA PROPOSED 5-YEAR DEVELOPMENT PLAN

Years 1-2: 2022-2023 (Phase 1)

- Renovate and re-install acquired boathouses per Sections 1-2 above.
- Renovate and install the North side concrete barrier per Section 3 above.
- Upgrade on-land electrical supply power sources and install fire department hydrant supply lines.

Year 3: 2024 (Phase 1)

- Renovate and re-install existing boathouses per Section 2 above.

Year 4: 2025 (Phase 1)

- Continue renovation and re-installation of existing boathouses per Section 2 above.

Year 5: 2026 (Phase 1)

- Finalize electrical, plumbing and fire systems for Sections 1-3 above.

HARBOR BAY MARINA

Redevelopment and Expansion



GANNETT STUDIOS, INC.

HARBOR BAY MARINA

Phase 1

Phase 2



Harbor Bay Marina Phase 1:

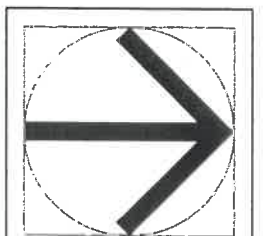
Lease Areas:
 36.10 Acres Water
 4.25 Acres Land

Proposed Slips
 359 Renovated
 421 New Slips.....
 780 Total Slips

Proposed Parking Ratio:
 3.75 slips per Park'g Sp.

780 / 3.75 = 208 Spaces

Ph. 1 Parking Provided:
 246 Spaces



North

10-23-21

Harbor Bay Marina Phase 2:

Lease Areas:
36.10 Acres Water
4.25 Acres Land

Proposed Slips
359 Renovated
421 New Slips.....
780 Total Slips

Proposed Parking Ratio:
3.75 slips per Park'g Sp.

$780 / 3.75 = 208$ Spaces

Ph.1 Parking Provide:
246 Spaces

Dry Stack Boat Storage

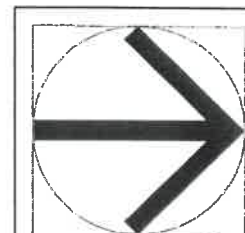
230,000 sq.ft. Structure
Propose Parking Ratio:
1 sp./2000 sq.ft.

$230,000 / 2000 = 115$ sp.

Ph. 2 Park'g = 83 sp.

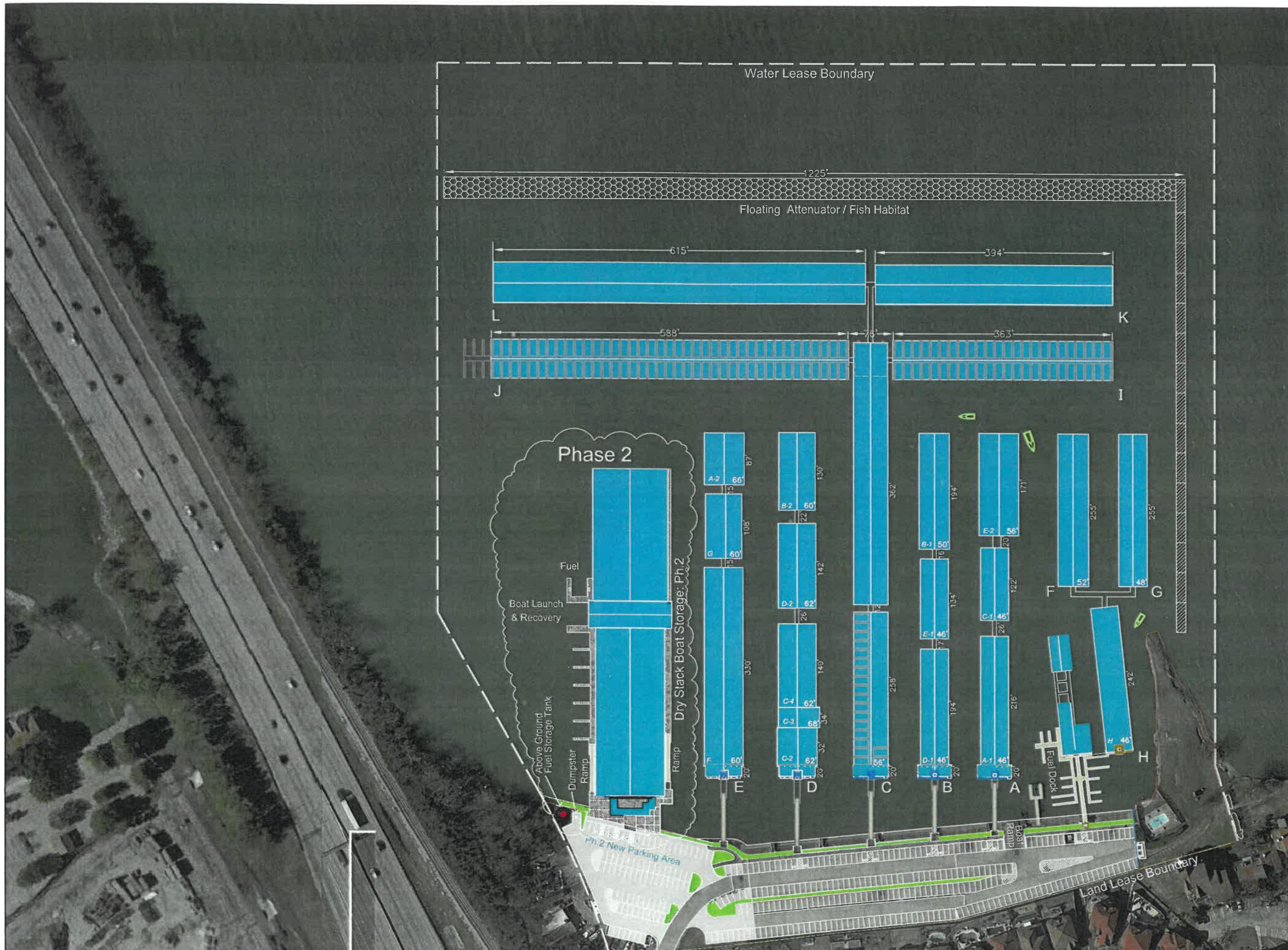
Total Parking required
Phase 1 + Phase 2:
 $208 + 115 = 323$ spaces

Total Parking Provided:
 $246 + 83 = 329$ spaces



North

10-23-21
74





GENESIS STUDIOS - IMG

Typical Boathouse East Facade Elevation

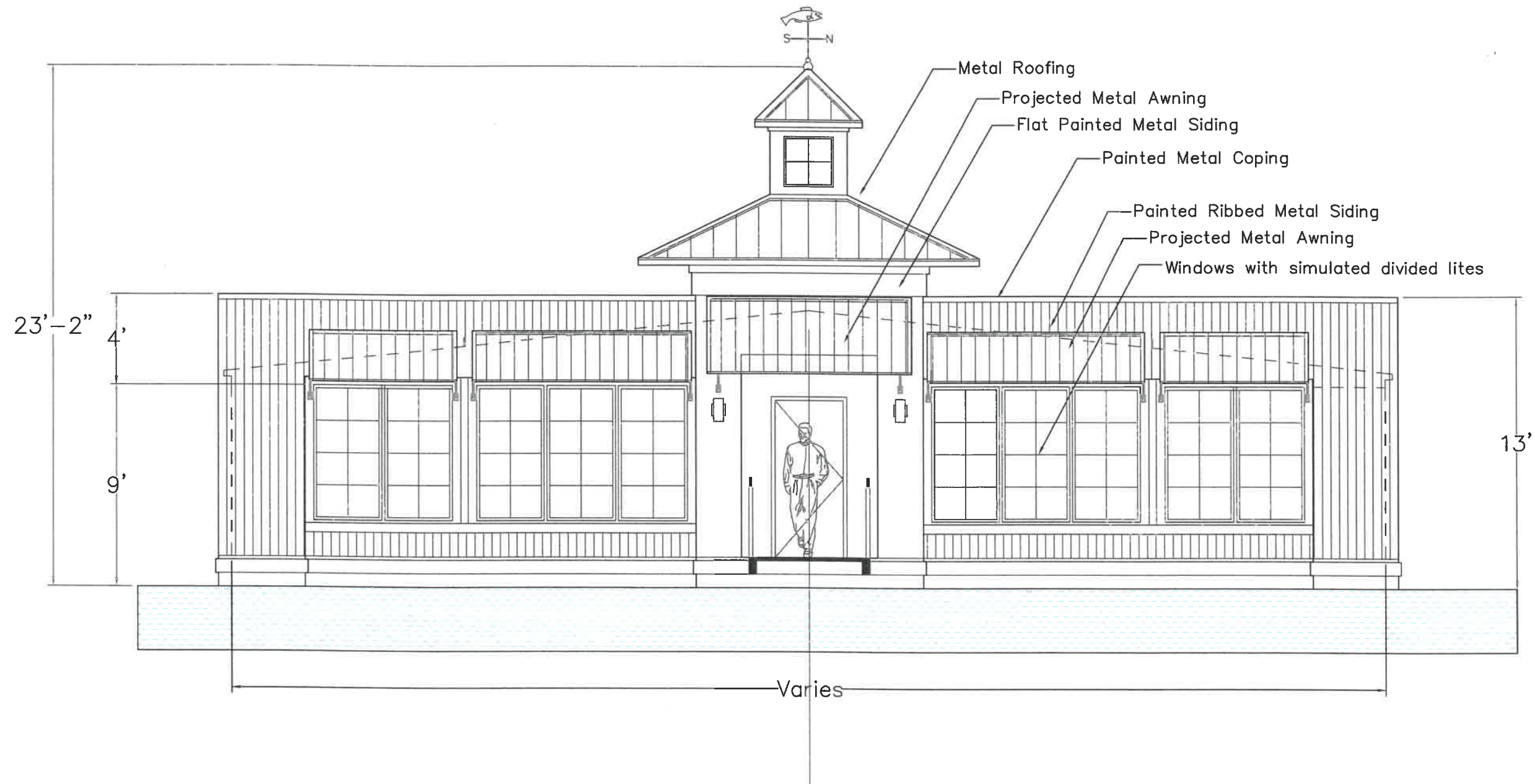


***Typical Boathouse
East Facade Elevation***



Harbor Bay Marina

Typical Boathouse Elevation



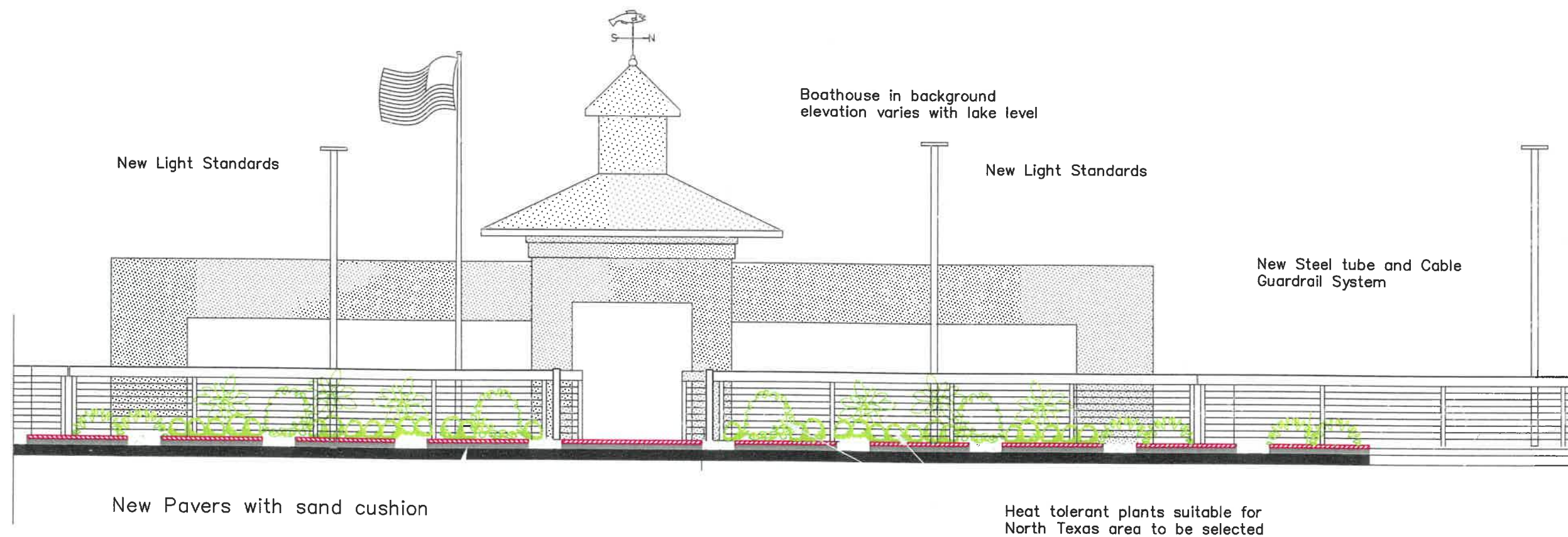
Boathouse Dimensions to be verified.
Facade to be adjusted as required.

Proposed Typical Boathouse Facade



Harbor Bay Marina

New Sidewalk & Guardrail



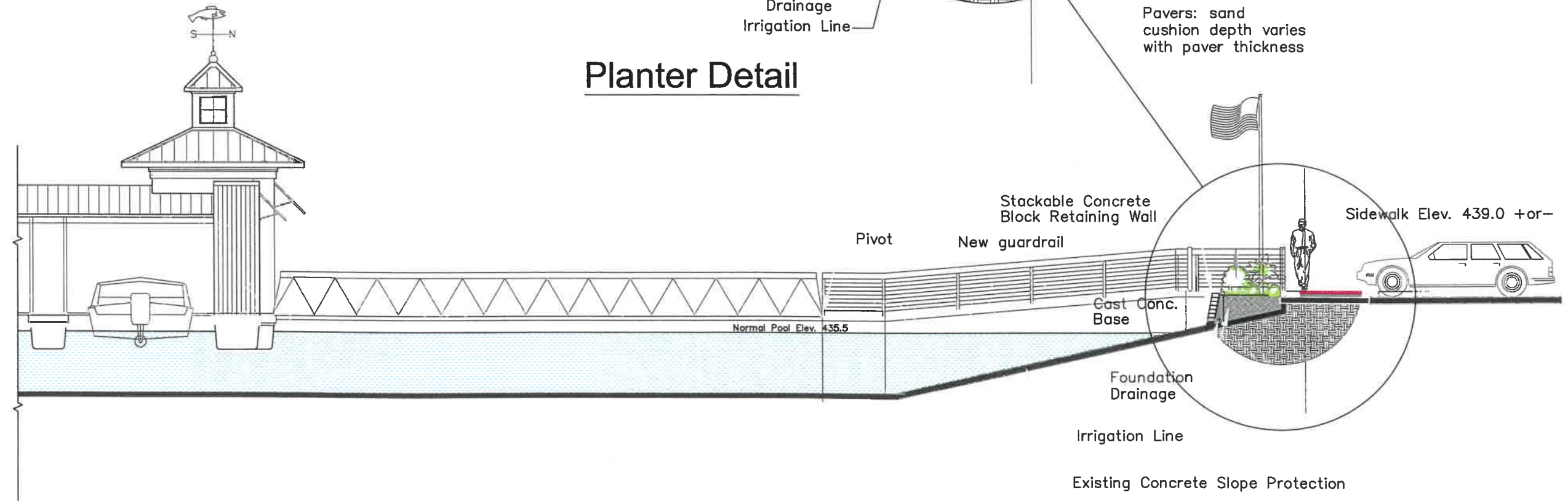
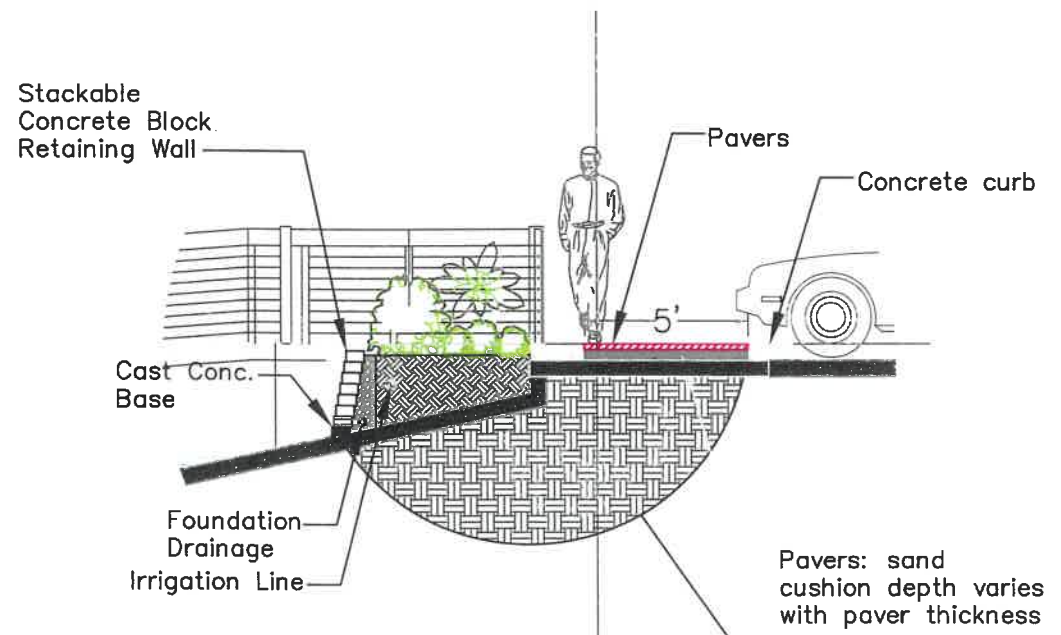
New Guardrail & Landscaping Looking west from parking Lot



Harbor Bay Marina

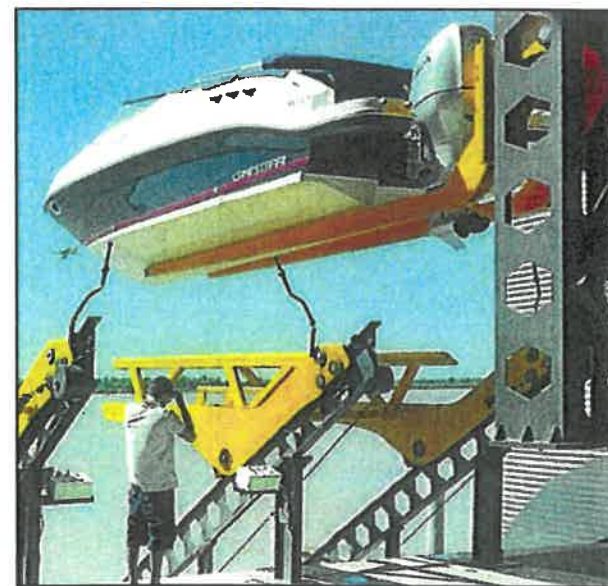
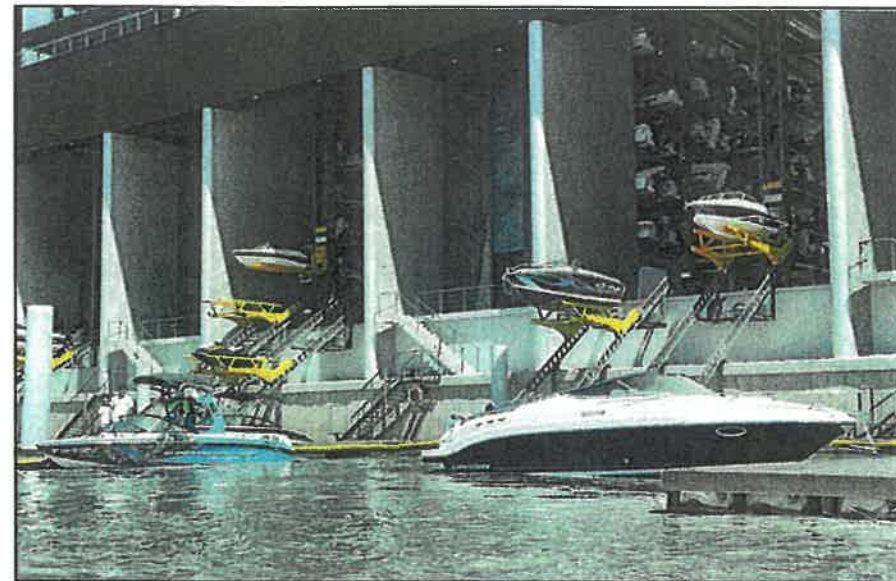
Typical Boathouse Entry

Planter Detail



Boathouse Entry Ramp & Bridge







MEMORANDUM

TO: Mary Smith, City Manager

CC: Honorable Mayor and City Council

FROM: Kristy Cole, City Secretary / Asst. to the City Manager

DATE: November 1, 2021

SUBJECT: APPT. WITH SUNTEX RE: CHANDLER'S LANDING MARINA

Attachments

Summary/Background Information

Gus Perrin of Suntex Marina called on Monday, Oct. 25, asking to schedule this "Appointment Item" with City Council for the Monday, Nov. 1st regular city council meeting. This is a follow-up appointment item, with the last one having occurred back on Sept. 7, 2021.

Action Needed

Rockwall

Central Appraisal District

October 22, 2021

CITY OF ROCKWALL
MAYOR KEVIN FOWLER
385 S GOLIAD
ROCKWALL, TX 75087

Dear Mayor Fowler,

Texas Property Tax Code 6.03 (j) states:

- Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Texas Property Tax Code 6.03 (k) states:

- The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser **before December 15**. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31.

A ballot is prepared and enclosed with the following:

- The ballot with a list of all eligible nominees, a column to list the name of entity voting and a column for number of votes cast.
- The taxing unit should complete the number of votes cast for the nominee or nominees.
- The taxing unit may only cast the total number of votes their taxing unit is entitled.
- Votes may be cast for one person or divided among multiple nominees.

Number of votes your entity is entitled to is: 455

Please contact me if you have questions.

Sincerely,

Kevin Passons
Chief Appraiser

2021 Board of Directors Ballot

2022-2023 Rockwall Central Appraisal District Board of Directors

Nominee	Name of Voting Entity	Number of Votes Cast
Vicki Alexander		
John Brandt		
John Hohenshelt		
Trace Johannesen		
Lorne Liechty		
Russell Summers		

Ballots must be returned before December 15, 2021

CITY OF ROCKWALL
RESOLUTION NO. 21-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, PROVIDING FOR THE CASTING OF VOTES AND SUBMISSION OF THE OFFICIAL VOTING BALLOT TO THE ROCKWALL CENTRAL APPRAISAL DISTRICT (CAD) FOR THE 2022-2023 APPRAISAL DISTRICT BOARD OF DIRECTORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Property Code Sec. 6.03 (a) provides that a board of directors governs the central appraisal district (CAD); and

WHEREAS, state law requires board of director appointments to the Rockwall CAD Board every odd numbered year to take office in even numbered years; and

WHEREAS, the City of Rockwall, an eligible taxing unit, has participated in the appointment process by nominating up to five candidates for service consideration; and

WHEREAS, the chief appraiser then prepared a ballot of all nominees and mailed it to the City of Rockwall and other taxing units for voting; and

WHEREAS, the City of Rockwall's entitlement has been determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taking unit entitled to vote, by multiplying the quotient by 1,000; and

WHEREAS, according to information provided to the City of Rockwall by the appraisal district, the City of Rockwall has 455 votes to cast for 2022-2023.

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

Section 1. the Rockwall City Council, as a result of the Executive Session held at its regular city council meeting on the 1st day of November, 2021 hereby casts and submits its ballot to the Rockwall Central Appraisal District Board as specified in and attached hereto as "**Exhibit A;**"

Section 2. this Resolution shall become effective from and after its adoption and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 1st DAY OF NOVEMBER, 2021.

ATTEST:

Kevin Fowler, Mayor

Kristy Cole, City Secretary

“EXHIBIT A”

2021 Board of Directors Ballot

2022-2023 Rockwall Central Appraisal District Board of Directors		
Nominee	Name of Voting Entity	Number of Votes Cast
Vicki Alexander	City of Rockwall	
John Brandt	City of Rockwall	
John Hohenshelt	City of Rockwall	
Trace Johannesen	City of Rockwall	
Lorne Liechty	City of Rockwall	
Russell Summers	City of Rockwall	
Ballots must be returned before December 15, 2021		



City of Rockwall
The New Horizon

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Mary Smith, City Manager and Frank Garza, City Attorney

DATE: October 28, 2021

SUBJECT: Texas Opioid Abatement Fund Council and Settlement Allocation

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 with certain drug companies and their corporate affiliates, parents, subsidiaries, that were engaged in fraudulent and/or reckless marketing and/or distribution of opioids that resulted in addictions and overdoses. The settlement is entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approves the allocation of any and all opioid settlement funds within the State of Texas.

Special Counsel and the Texas Attorney General are recommending that the City Council support the adoption and approval the Texas Term Sheet in its entirety, which would provide the City of Rockwall with an initial \$114,308. Additional Opioid funds can be requested by the City for future use, but these 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 in the Settlement Agreement. The Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent Settlement Agreement and the bylaws of the Texas Opioid Council.

Staff recommends that City Council consider authorizing acceptance and approval of the Texas Term Sheet and support it in its entirety and hereby adopt 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.

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

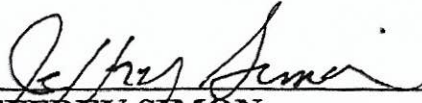


KENNETH PAXTON, JR.
ATTORNEY GENERAL

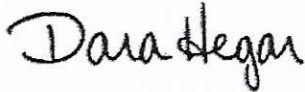
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

OpioiD Abatement Fund (Texas) Settlement

OpioiD Council

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

I. Structure

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

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

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

A. Membership

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

1. *Statewide Members.*

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

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

2. *Regional Members.*

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

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

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

B. Terms

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

C. Governance

1. Administration

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

JANSSEN TEXAS STATE-WIDE OPIOID SETTLEMENT AGREEMENT AND SETTLEMENT TERM SHEET

I. Overview

This Agreement sets forth the principal terms and conditions of a settlement agreement between and among the State of Texas, all Texas Participating Subdivisions, and Janssen (collectively, “the Parties”) to resolve opioid-related Claims against Janssen.

The Parties intend the terms of this Agreement to parallel the terms of the Global Prescription Opiate Litigation Settlement Agreement (“Global Settlement”) dated July 21, 2021. If the Global Settlement becomes effective by February 15, 2022, its terms will supersede the terms of this Agreement except for Sections III (Monetary Relief and Payments), VI (Dismissal of Claims), VII (Release), and IX (Attorney Fee and Cost Payments).

Janssen has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose. This Agreement is not contingent on the Global Settlement taking effect.

This Agreement resolves Janssen’s portion of *State of Texas v. Janssen Pharmaceuticals, Inc. et al.*, Cause No. D-1-GN-19-005458; *County of Dallas v. Purdue Pharma, L.P. et al.*, MDL Pretrial Cause No. 2018-77098 and *County of Bexar v. Purdue Pharma, L.P. et al.*, MDL Pretrial Cause No. 2018-77066, both bellwether cases in *In re: Texas Opioid Litigation*, MDL No. 18-0358 (Harris County, Texas); *Tarrant County v. Purdue Pharma, L.P. et al.*, MDL No. 2804, Case No. TXN/3:18-cv00518; and cases brought by Participating Subdivisions.

II. Definitions¹

- A. “*Actions*” means of *State of Texas v. Janssen Pharmaceuticals, Inc. et al.*, Cause No. D-1-GN-19-005458; *County of Dallas v. Purdue Pharma, L.P. et al.*, MDL Pretrial Cause No. 2018-77098 and *County of Bexar v. Purdue Pharma, L.P. et al.*, MDL Pretrial Cause No. 2018-77066, both bellwether cases in *In re: Texas Opioid Litigation*, MDL No. 18-0358 (Harris County, Texas); *Tarrant County v. Purdue Pharma, L.P. et al.*, MDL No. 2804, Case No. TXN/3:18-cv00518; and cases brought by Participating Subdivisions.
- B. “*Agreement*” means this term sheet together with the exhibits thereto.
- C. “*Bar*” means either (1) a ruling by the highest court of the State setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from

¹ Capitalized terms not defined in this Agreement have the same meaning they have in the Global Settlement.

maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement) shall not constitute a Bar.

- D. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.
- E. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
- F. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the date of execution of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any

Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.

- G. “*Consent Judgment*” means a consent decree, order, judgment, or similar action.
- H. “*Court*” means the court to which the Agreement and the Consent Judgment are presented for approval and/or entry.
- I. “*Direct Share Allocation*” means 1.9% of Texas’s allocation of the Global Settlement Abatement Amount in the Global Settlement (\$268,381,445.79) allocated to Bexar, Dallas, and Tarrant Counties under the separate Janssen Opioid Settlement Agreement and Settlement Term Sheet with Bexar County, Dallas County, and Tarrant County.
- J. “*Effective Date*” means the date of entry of a final Consent Judgment, which shall be filed no later than 30 days after the Initial Participation Date.
- K. “*Finality*” means:
- a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Janssen, including the release of all Released Claims against Released Entities as provided in this Agreement;
 - b. for all lawsuits brought by the State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
 - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- L. “*Global Settlement*” means an agreement in which the State of Texas participates, except to the extent modified by this Agreement whose terms shall control in the event that the

conditions specified in Section III.B.1 are met, resolving the litigation and claims brought or threatened to be brought by states and subdivisions against Janssen, including claims against Janssen asserted in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (“MDL”) and state court prescription opiate litigation.

- M. “*Initial Participation Date*” means the date by which Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the execution of this Agreement.
- N. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
- O. “*Later Litigating Special District*” means a Special District (or Special District Official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the execution date of this Agreement. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
- P. “*Later Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Effective Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Effective Date, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay or removal.
- Q. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the execution date of this Agreement that were not separately resolved prior to that date. A list of Litigating Special Districts will be agreed to by the parties.
- R. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claims against any Released Entities on or before the Effective Date that were not separately resolved prior to that date. A list of Litigating Subdivisions will be agreed to by the parties.
- S. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
- T. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

- U. “*Non-Participating Subdivision*” means a Subdivision that is not a Participating Subdivision.
- V. “*Participating Subdivision*” means a Subdivision that signs the Election and Release Form annexed as Exhibit A and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. Dallas, Bexar, and Tarrant Counties shall execute the Election and Release Form annexed as Exhibit A and shall be Participating Subdivisions.
- W. “*Primary Subdivision*” means a Subdivision that has a population of 30,000 or more residents pursuant to the 2019 U.S. Census estimate.
- X. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.
- Y. “*Qualified Settlement Fund*” means the Texas Qualified Settlement Fund established by this Agreement into which all payments by Janssen are made, unless otherwise expressly provided in this Agreement, and which shall be established under the authority and 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, for the Subdivision share, and under the authority and jurisdiction of the Court in which the Consent Judgment is filed for the State share.
- Z. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Texas Qualified Settlement Fund under the authority and 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, for the Regional Share and the Subdivision share, to include Subdivision allocations, fees and expenses, and under the authority and jurisdiction of the Court in which the Consent Judgment is filed for the State share.
- AA. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating

Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Subdivisions or Special Districts, or any Releasor (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

- BB. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Janssen’s, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity.
- CC. “*Releasors*” means (1) the State of Texas; (2) each Participating Subdivision, including Dallas, Bexar, and Tarrant Counties; and (3) without limitation and to the maximum extent of the power of the State of Texas’s Attorney General, and/or each Participating Subdivision to release Claims, (a) the State of Texas’s and/or Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Texas or Subdivisions in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide an Election and Release Form providing for a release to the fullest extent of the Participating Subdivision’s authority, which shall be attached as an exhibit to the

Agreement. The State of Texas’s Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty Section.

- DD. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Subdivisions and Special Districts in the State that (1) conforms with the State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Subdivisions and Special Districts in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Janssen other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing 1% or more of the State’s population opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.
- EE. “*Special District*” means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of the State that provide general governance for a defined area that would qualify as a Subdivision.
- FF. “*State*” means the State of Texas.
- GG. “*Subdivision(s)*” means a formal and legally recognized sub-entity of the State of Texas that provides general governance for a defined area, including a county, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State of Texas are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts. A list of Texas Subdivisions will be agreed to prior to any Subdivision sign-on period.

III. Monetary Relief and Payments

- A. Remediation and Restitution Payments
1. Within 30 days after the execution of this Agreement, Janssen shall pay into the Qualified Settlement Fund the sum of \$291,841,754.89, representing Texas’s

allocation of the Global Settlement Abatement Amount in the Global Settlement (\$268,381,445.79), plus the fees and costs provided for in Sections IX.A.1, IX.A.2, and IX.A.3, totaling \$28,559,556.57, minus the Direct Share Allocation to Bexar, Dallas, and Tarrant Counties. Release of these funds is contingent upon the satisfaction of the conditions described in Section III.B below. If the conditions described in Section III.B below are not satisfied, the amount paid under this Section shall revert to Janssen.

2. After the Direct Share Allocation to Bexar, Dallas, and Tarrant Counties as described in Section I. I, the remainder per Section III.A.1. above shall be allocated in accordance with the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet annexed hereto as Exhibit B and incorporated herein by reference (the "*Texas Intrastate Term Sheet*"). Accordingly, the Subdivision Share shall be: \$39,492,329.75; the Texas Opioid Abatement Fund Share shall be \$184,297,538.82; and the State Share shall be \$39,492,329.75.

B. Release of Payment for Full Joinder of Litigating Subdivisions and Special Districts and Support of Legislative Bar in 2021

1. If the Texas Attorney General notifies Janssen within 45 days of the date of execution of this Agreement that (1) Litigating Subdivisions and Litigating Special Districts representing 96% of the population of Litigating Subdivisions and Special Districts have become Participating Subdivisions or Participating Special Districts or had their claims released consistent with Section VII, and (2) all such Subdivisions and Special Districts support the legislative enactment of a Bar as defined in Section II.C.2 and are using their best efforts to achieve enactment in 2021, the State shall be entitled to the full amount payable under this Agreement on or before December 31, 2021. In such event, the amount paid by Janssen into the Qualified Settlement Fund under Section III.A shall be disbursed on December 31, 2021. The State and counsel for Dallas, Bexar, and Tarrant Counties acknowledge the materiality of their becoming Participating Subdivisions, release of claims consistent with Section VII, and their meaningful support for legislative enactment of a Bar to qualify for an accelerated payment under this subsection.
2. To the extent that less than 100% of the population of Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or Participating Special Districts, Janssen shall be entitled to a reimbursement of the full allocation for each Non-Participating Subdivision or Non-Participating Special District, from the total \$268,381,445.79 plus attorney fees and costs.

IV. Intra-State Allocation

Janssen's payments shall be allocated according to this Agreement and the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet annexed hereto as Exhibit B and incorporated herein by reference (the "*Texas Intrastate Term Sheet*"), and pursuant to Tex. Gov't Code Ann. §405.505 (2019) and Opioid Abatement Trust Fund established by Tex. Gov't Code

Ann.§405.506 (2019), according to the guidelines established in Tex. Gov't Code Ann. Chapter 403, Subchapter R, Statewide Opioid Settlement.

V. Injunctive Relief

The Parties agree to the injunctive relief as specified in Exhibit C.

VI. Dismissal of Claims

Upon the execution of this Agreement, while awaiting formal approval of the Agreement by the Commissioners Courts of Dallas, Bexar, and Tarrant Counties, the Parties agree to stay or extend all deadlines and proceedings in the Actions as to Janssen and to jointly move for the claims against Janssen to be severed from the Actions. It is the Parties' intent that all litigation activities in the Actions relating to the State of Texas and Dallas, Bexar, and Tarrant Counties' claims against Janssen shall immediately cease as of the date of the execution of this Agreement and that the claims against Janssen not be included in the trial of the Actions against the other defendants. Concurrently with the execution of this Agreement, the State of Texas and Dallas, Bexar, and Tarrant Counties will execute an Agreed Motion to Dismiss with Prejudice, in the form annexed hereto as Exhibit D. The Parties will hold Dallas, Bexar and Tarrant Counties' Agreed Motion to Dismiss with Prejudice in escrow until the Counties' Commissioners Courts approve the Agreement or a resolution is passed satisfying the approval process of the Agreement. Once approval is given, Dallas, Bexar, and Tarrant Counties and/or Janssen shall promptly submit the executed Agreed Motion to Dismiss with Prejudice to the courts in which their actions are pending with a request that it be so ordered. In the event the Counties' Commissioners Courts fail to approve the Agreement or the Court declines to so order the discontinuance of the Actions with prejudice as against Janssen, Janssen shall be entitled to terminate the Agreement and shall be excused from all obligations under it. Concurrently with the execution of this Agreement, Janssen and the State will execute a separate Agreed Motion to Dismiss with Prejudice covering the State's claims against Janssen. The State's Agreed Motion to Dismiss with Prejudice will be held in escrow until the Effective Date and shall be submitted to the Court with a request that it be so ordered concurrently with the entry of the Consent Judgment implementing this Agreement.

VII. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasers' Released Claims. The State of Texas (for itself and its Releasers), Dallas, Bexar, and Tarrant Counties (each for itself and its Releasers), and each Participating Subdivision (for itself and its Releasers) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement 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

State of Texas, its Attorney General, and each Releasor to release claims. The Release shall be a complete bar to any Released Claim.

B. *Claim Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VII.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Janssen:
- a. Janssen shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
 - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement;
 - c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
 - i. Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - ii. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - iii. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - iv. Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - v. Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

- vi. Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
 - vii. Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim-Over.
- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Agreement.
 - e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the Court where the Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Janssen shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Janssen harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Janssen may have. If the Global Settlement does not become effective by February 15, 2022, then disputes shall be heard by the Court where the Consent Judgment was filed.
- 5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection VII.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

C. *General Release.* In connection with the releases provided for in the Agreement, the State of Texas (for itself and its Releasors), Dallas, Bexar, and Tarrant Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will expressly waive, release, and forever discharge 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 thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors), Dallas, Bexar, and Tarrant Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will expressly waive and fully, finally, and forever settle, release and discharge, 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 State's decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims. The State shall use its best efforts to secure releases consistent with this Section from all Litigating or Later Litigating Subdivisions and Special Districts.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* The signatories of this Agreement on behalf of the State of Texas and its Participating Subdivisions expressly represent and warrant that they will, on or before the Effective Date, have (or have obtained) the authority to settle and release, to the maximum extent of the state's power, all Released Claims of (1) the State of Texas, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, (3) any of the State of Texas's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.

- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

VIII. Participation by Subdivisions

- A. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in the State may become a Participating Subdivision by either executing an Election and Release Form and upon prompt dismissal of its legal action or by having its claims extinguished by operation or law or released by the State's Office of the Attorney General.
- B. *Notice.* In conjunction and accordance with the notice process anticipated in the Global Settlement, the State's Office of the Attorney General shall send individual notice to all Subdivisions in the State of Texas eligible to participate in the settlement and the requirements for participation. Such notice may include publication and other standard forms of notification.
- C. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions.* A Non-Litigating Subdivision may become a Participating Subdivision by either executing an Election and Release Form specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, and (3) that the Subdivision submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court's role under the Agreement or by having their claims extinguished by operation or law or released by the State's Office of the Attorney General.
- D. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any payments paid to the Texas Qualified Settlement Fund and the State may choose that its Non-Participating Subdivisions are ineligible for benefits from the fund.
- E. *Representation With Respect to Participation Rate.* The State of Texas represents and warrants for itself that it has a good faith belief that virtually all of Texas's Litigating Subdivisions will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. Counsel for Bexar, Dallas, and Tarrant Counties, in good faith, believe this is a fair Settlement. Therefore, counsel for Bexar, Dallas, and Tarrant Counties will, in their best efforts, recommend this Settlement to their subdivision clients within Texas. Further, counsel for Bexar, Dallas, and Tarrant Counties will use their best efforts to secure participation by all Subdivisions within Texas.
- F. Within 5 days of entry of the Notice of Dismissal per subsection VI, the Parties will seek to have entered the Case Management Order annexed hereto as Exhibit F. And, further, Janssen will participate in making motions to dismiss barred claims upon their release.

IX. Attorney Fee and Cost Payments

A. The terms for attorney fee and cost payments are as follows:

1. Janssen shall pay \$19,363,740.68, representing 6.2932157196% of Janssen's maximum payment into the Contingency Fee Fund and Common Benefit Fund under the Global Settlement (\$307,692,307.73), into the attorney's fee sub-fund within the Texas Qualified Settlement Fund, to be available to reimburse Participating Subdivision attorney fees, upon application by eligible counsel who waive their contingency fees. If the Global Settlement takes effect, counsel for Participating Subdivisions shall make best efforts to apply for and recover maximum awardable attorney fees from Janssen's maximum payment into the Global Settlement Contingency Fee Fund and Global Settlement Common Benefit Fund, and shall direct the administrators of such Funds to rebate any and all payments such counsel would have received (the "*Global Settlement Subdivision Fee Award*") to Janssen until Janssen has been repaid the full \$19,363,740.68. If the Global Settlement Subdivision Fee Award is less than \$14,522,805.51, Participating Subdivisions shall repay Janssen from the attorney fee funds allocated by the Texas Intrastate Term Sheet, annexed hereto as Exhibit B, until Janssen has been repaid \$14,522,805.51 under this paragraph. For the avoidance of doubt, in no event shall Janssen recoup less than \$14,522,805.51.
 - a. These fees shall be divided amongst Participating Subdivisions, including Dallas, Bexar, and Tarrant Counties, as provided in the Texas Intrastate Term Sheet. Nothing in Section IX.A.1 is intended to limit the application of Sections C.5 and C.6 of the Texas Intrastate Term Sheet.
2. Janssen shall pay \$7,307,851.17 in attorneys' fees to the State of Texas, which represents the State's share (10.8573789344%) of the Additional Restitution Amount (\$67,307,692) referenced in the Global Settlement, as provided in Exhibit N of the Global Settlement. If the Global Settlement takes effect and the amount paid under this paragraph exceeds the State's share of the Additional Restitution Amount under the Global Settlement, then the amount due under this paragraph shall be reduced dollar for dollar by, and the State shall repay to Janssen, that excess amount.
3. Janssen shall pay \$1,887,964.72, representing 6.2932157196% of Janssen's maximum payment into the Litigating Subdivision Cost Fund under the Global Settlement (\$30,000,000), into the Qualified Settlement Fund, to be available to compensate Attorneys for Participating Subdivisions for costs and expenses arising out of representation of Participating Litigating Subdivisions related to their litigation against Janssen. The costs and expenses shall be divided under 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. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. If the Global Settlement takes effect, counsel for Participating Litigating Subdivisions shall make best efforts to apply for and recover maximum awardable costs from Janssen's maximum payment into the Global Settlement

Litigating Subdivision Cost Fund, and shall direct the administrators of such Fund to rebate any and all payments such counsel would have received (the “*Global Settlement Litigating Subdivision Cost Award*”) to Janssen until Janssen has been repaid the full \$1,887,964.72. Counsel for Participating Litigating Subdivisions paid under this paragraph shall direct the administrators of the Global Settlement Litigating Subdivision Cost Fund to rebate any and all payments such counsel would have received to Janssen until Janssen has been repaid the full amount paid under this provision. If such rebate does not reimburse Janssen fully for payments made under this paragraph, Janssen shall be repaid an additional amount from the Subdivision portion of the Texas Qualified Settlement Fund sufficient to reimburse Janssen for the full amount paid under this paragraph, as specified in the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet annexed hereto as Exhibit B.

4. In addition to the payment pursuant to the foregoing paragraph (IX.A.3), the Qualified Settlement Fund Administrator shall allow reimbursement for reasonable costs and expenses as allowed by the Texas Intrastate Term Sheet from the Subdivision Share and Texas Abatement Fund Share, as provided in the Texas Intrastate Term Sheet, to be available to reimburse Participating Subdivision attorney’s costs and expenses upon application by eligible counsel who waive their contingency fees. These costs and expenses shall be divided under the jurisdiction and authority 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, amongst Participating Subdivisions, including Dallas, Bexar, and Tarrant Counties, as provided in the Texas Intrastate Term Sheet. Any excess costs or expenses not allocated to reimburse Participating Subdivision attorney’s costs and expenses pursuant to this Agreement under Exhibit B shall be replaced into to the Subdivision Share and Abatement Share Funds by the Qualified Settlement Fund Administrator.
5. The State of Texas shall seek costs through the State Cost Fund established by Exhibit S of the Global Settlement.
6. For the avoidance of doubt, nothing in this Section IX requires Janssen to make any payment beyond that described in Section III.A.1.
7. Nothing in this agreement is intended to limit the application of the Texas Intrastate Term Sheet, which includes the calculation and process for allocation of fees and costs for Texas Political Subdivisions.

B. An Attorney may not receive any payment from the Texas Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

1. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any

Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees or costs under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

2. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
3. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.
4. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

X. Enforcement and Dispute Resolution

- A. The terms of the Agreement are enforceable by the Participating Subdivisions before 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. and by the State for the Consent Judgment applicable to the State in the court where the Consent Judgment is filed. Janssen consents to the jurisdiction of the Texas MDL Court, and to the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X.C for resolution in the court in which the Consent Judgment is filed.
- B. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.
- C. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment for disputes with the Attorney General, or the Texas MDL Court for disputes with subdivisions.

XI. Miscellaneous

- A. Statement on Restitution and Cooperation

1. The Parties agree that, unless required by law or as otherwise provided herein, no less than 86.5% of the total maximum amount paid into the Qualified Settlement Fund, which assumes full joinder and attaining of all incentive payments, shall be directed to remediation and for restitution of harms allegedly caused by Janssen's conduct, and no more than 13.5% of that maximum amount shall be directed to payment of attorney fees. This assumes "fees" paid to the State's Office of the Attorney General may be paid to remediation and restitution.
 2. The Parties agree that the purpose of the Qualified Settlement Fund, other than the amounts directed to payment of attorney fees and litigation costs, will be to receive from Janssen and pay over to the State and Participating Subdivisions monies to remediate the harms allegedly caused by Janssen's conduct or to provide restitution for such alleged harms that were previously incurred. The payments received by the Settlement Fund, other than the amounts directed to attorney fees and costs, shall be disbursed to the State and Participating Subdivisions, which were allegedly harmed by Janssen in a manner consistent with their above-stated remedial and/or restitutive purpose. No amount paid to the Fund or paid over to any requesting entity constitutes a fine or penalty.
 3. The State and each Participating Subdivision shall, prior to receipt of any direct payments from the Texas Qualified Settlement Fund, provide the Texas Qualified Settlement Fund Administrator with a written statement certifying that: (1) the entity suffered harm allegedly caused by Janssen; (2) the payments to be received by the entity from Janssen represent an amount that is less than or equal to the actual monetary damage allegedly caused by Janssen; and (3) the entity shall use such payments for the sole purpose of remediating the harm allegedly caused by Janssen or to provide restitution for such alleged harms that were previously incurred.
 4. The Texas Qualified Settlement Fund Administrator shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering the Consent Judgment becomes binding. On the Form 1098-F, the Texas Qualified Settlement Fund Administrator or requesting entity, as applicable, shall identify such payments from Janssen as remediation/restitution amounts. The Texas Qualified Settlement Fund Administrator or State, as applicable, shall also, on or before January 31 of the year following the calendar year in which the order entering the Consent Judgment becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.
- B. Nothing in this Agreement shall be construed to authorize or require any action by Janssen in violation of applicable federal, state, or other laws.
- C. *Future Litigation Contracts.* The State of Texas, by and through its Attorney General, represents that, to the extent permissible by law, it will not approve any future Subdivision or Special District outside counsel contracts for opioid litigation against Janssen.

- D. *Modification.* This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Janssen may contact the Texas Attorney General and Counsel for Dallas, Bexar and Tarrant Counties for purposes of coordinating this process.
- E. Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.
- F. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto, except as provided herein. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- G. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- H. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Defendant:

Copy to Janssen's attorneys at:

Charles C. Lifland
Daniel R. Suvor
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
clifland@omm.com
dsuvor@omm.com

For the Attorney General:

Stephanie Eberhardt
Assistant Attorney General
Office of the Attorney General
PO Box 12548
Austin, Texas 78711-2548
stephanie.eberhardt@oag.texas.gov

For Plaintiff Dallas County:

Jeffrey B. Simon
Simon Greenstone Panatier, P.C.
1201 Elm Street, Suite 3400
Dallas, Texas 75270
Phone: (214) 276-7680
jsimon@sgptrial.com

For Plaintiff Bexar County:

Mikal C. Watts
Watts Guerra LLC
4 Dominion Dr.,
Bldg 3, Suite 100
San Antonio, Texas 78257
Phone: (210) 447-0500
mcw@wattsguerra.com

For Plaintiff Tarrant County:

Dara Hegar
The Lanier Law Firm P.C.
10940 West Sam Houston Pkwy N., Suite 100
Houston, Texas 77064
Phone: (713) 659-5200
Dara.Hegar@LanierLawFirm.com

Approved:

Dated: _____

JOHNSON & JOHNSON, JANSSEN
PHARMACEUTICALS, INC., ORTHO-MCNEIL-
JANSSEN PHARMACEUTICALS, INC. N/K/A
JANSSEN PHARMACEUTICALS, INC., AND
JANSSEN PHARMACEUTICA INC. N/K/A
JANSSEN PHARMACEUTICALS, INC.

By: _____
Marc Larkins
Assistant Corporate Secretary
Johnson & Johnson

Jeffrey B. Simon
Simon Greenstone Panatier, P.C.
1201 Elm Street, Suite 3400
Dallas, Texas 75270
Phone: (214) 276-7680
jsimon@sgptrial.com

For Plaintiff Bexar County:

Mikal C. Watts
Watts Guerra LLC
4 Dominion Dr.,
Bldg 3, Suite 100
San Antonio, Texas 78257
Phone: (210) 447-0500
mcw@wattsguerra.com

For Plaintiff Tarrant County:

Dara Hegar
The Lanier Law Firm P.C.
10940 West Sam Houston Pkwy N., Suite 100
Houston, Texas 77064
Phone: (713) 659-5200
Dara.Hegar@LanierLawFirm.com

Approved:

Dated: 10-18-21

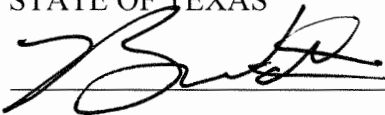
JOHNSON & JOHNSON, JANSSEN
PHARMACEUTICALS, INC., ORTHO-MCNEIL-
JANSSEN PHARMACEUTICALS, INC. N/K/A
JANSSEN PHARMACEUTICALS, INC., AND
JANSSEN PHARMACEUTICA INC. N/K/A
JANSSEN PHARMACEUTICALS, INC.

By: 

Marc Larkins
Assistant Corporate Secretary
Johnson & Johnson

Dated: 10-15-21

THE STATE OF TEXAS

By: 

Brent Webster
First Assistant Attorney General
Office of the Texas Attorney General

Dated: _____

THE COUNTY OF DALLAS, TEXAS

By: _____

Signature

Printed Name

Title

Attorneys for the County of Dallas, Texas

Dated: _____

THE COUNTY OF BEXAR, TEXAS

By: _____

Signature

Printed Name

Title

Attorneys for the County of Bexar, Texas

Dated: _____

THE COUNTY OF TARRANT, TEXAS

Dated: _____

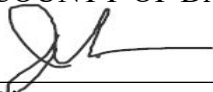
THE STATE OF TEXAS

By: _____

Brent Webster
First Assistant Attorney General
Office of the Texas Attorney General

Dated: 10/15/21

THE COUNTY OF DALLAS, TEXAS

By:  _____
Signature

Jeffrey Simon
Printed Name

Shareholder
Title

Attorneys for the County of Dallas, Texas

Dated: _____

THE COUNTY OF BEXAR, TEXAS

By: _____
Signature

Printed Name

Title

Attorneys for the County of Bexar, Texas

Dated: 10/15/21

THE COUNTY OF TARRANT, TEXAS

Dated: _____

THE STATE OF TEXAS

By: _____

Brent Webster
First Assistant Attorney General
Office of the Texas Attorney General

Dated: _____

THE COUNTY OF DALLAS, TEXAS

By: _____

Signature

Printed Name

Title

Attorneys for the County of Dallas, Texas

Dated: October 15, 2021

THE COUNTY OF BEXAR, TEXAS

By: Mikal C. Watts

Signature

Mikal Watts

Printed Name

Partner, Watts Guerra LLC

Title

Attorneys for the County of Bexar, Texas

Dated: _____

THE COUNTY OF TARRANT, TEXAS

By: Dara Hegar
Signature

Dara Hegar
Printed Name

Managing Attorney
Title

Attorneys for the County of Tarrant, Texas

Exhibit A

TEXAS SUBDIVISION ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions resolves opioid-related Claims against Janssen under the terms and conditions set forth in the Janssen Texas State-Wide Opioid Settlement Agreement between Janssen, the State of Texas, and the Counties of Dallas and Bexar (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 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 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 Janssen and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Janssen 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 Janssen and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Janssen 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 Court where the Consent Judgment is filed for purposes limited to that Court’s role under the Agreement.

Dated: _____

[TX SUBDIVISION]

By: _____

[COUNSEL]

[FIRM]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

Counsel for [TX SUBDIVISION]

Exhibit B

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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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

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Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

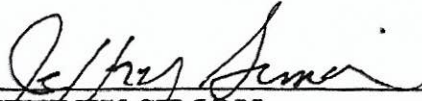


KENNETH PAXTON, JR.
ATTORNEY GENERAL

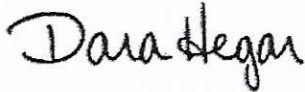
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

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EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. Statewide Members.

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

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

2. Regional Members.

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

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

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

B. Terms

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

C. Governance

1. Administration

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

Exhibit C

Injunctive Relief

A. Definitions Specific to this Exhibit

1. “*Cancer-Related Pain Care*” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
2. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”), including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on behalf of Janssen in the United States.
3. “*End-of-Life Care*” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
4. “*Health Care Provider*” means any U.S.-based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
5. “*In-Kind Support*” means payment or assistance in the form of goods, commodities, services, or anything else of value.
6. “*Lobby*” and “*Lobbying*” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
7. “*Opioid(s)*” means all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium. For the avoidance of doubt, the term “Opioid(s)” does not include Imodium.
8. “*Opioid Product(s)*” means all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (APIs) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

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- 360 *ōWpdt cpf gf "Kplqt o cvkqp* ö"o gcpu"cp { "l'phqto cvkqp" yj cv' f qgu' p' qv' l' k' gpv' kh { "c" ur gell' hle dtcpf gf "qt" i' gpgt' k' r tqf wev 0

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C. **Ban on Promotion**

1. Janssen shall not engage in Promotion of Opioids or Opioid Products including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons involved in determining the Opioid Products included in formularies;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs for Promotion of Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; and
 - g. Engaging in internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet.
2. Notwithstanding subsection C.1 directly above, Janssen may:
 - a. Maintain a corporate website;
 - b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;
 - c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in Texas;

- d. Provide the following by mail, electronic mail, on or through Janssen's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products, or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in Texas;
- e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;
- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
- h. Provide information relating solely to the pricing of any Opioid Product;
- i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in Texas through an independent Third Party, which shall be responsible for the program's content without the participation of Janssen; and
- j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Janssen as the source of the information.

3. Janssen shall not engage in the Promotion of Products for the Treatment of Opioid-Induced Side Effects, including but not limited to:

- a. Employing or contracting with sales representatives or other persons to Promote Products for the Treatment of Opioid-Induced Side Effects to Health Care Providers or patients;
- b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote Products for the Treatment of Opioid-Induced Side Effects;
- c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote Products for the Treatment of Opioid-Induced Side Effects;
- d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Products for the Treatment of Opioid-Induced Side Effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.

4. Notwithstanding subsection C.3 directly above, Janssen may Promote Products for the Treatment of Opioid-Induced Side Effects so long as such Promotion does not associate the product with Opioids or Opioid Products.

5. Treatment of Pain

- a. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the Treatment of Pain, except that Janssen may continue to Promote the Treatment of Pain with branded non-Opioids, including Tylenol and Motrin.
- b. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the concept that pain is undertreated, except in connection with Promoting the use of branded non-Opioids, including Tylenol and Motrin, for the Treatment of Pain.
- c. Janssen shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or that otherwise Promotes Opioids or Opioid Products.

6. Notwithstanding subsection C.5 above:

- a. Janssen may Promote or provide educational information about the Treatment of Pain with non-Opioids or therapies such as acetaminophen or non-steroidal anti-inflammatory drugs (NSAIDs), including Promoting or providing educational information about such non-Opioids or therapies as alternatives to Opioid use, or as

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qj gty kug'qr gtcvg'qt'eqpv'qn'cp { 'o gf kecn'luqekgv' 'qt'r cvk'gpv'cf xqece { 'i tqw' 'vj cv'r tko ctkn'
gpi ci gu'kp'eqpf wev'vj cv'Rtqo qvgu'Qr kqkf u.'Qr kqkf 'Rtqf wew.'qt'Rtqf wew'ht'vj g'Vtgcwo gpv
qh'Qr kqkf /Kpf wegf 'Uk g'Ghgevu0

50 Lcpuugp'uj cm'pqv'r tqxkf g'hkpm'vq'cp { 'Vj kf 'Rctv' 'y gdukg'qt'o cvgtkcn'qt'qj gty kug
f kwtkdwg'o cvgtkcn'etgcvg' 'd { 'c'Vj kf 'Rctv' 'ht'vj g'r wtr qug'qh'Rtqo qv'kpi 'Qr kqkf u.'Qr kqkf
Rtqf wew.'qt'Rtqf wew'ht'vj g'Vtgcwo gpv'qh'Qr kqkf /Kpf wegf 'Uk g'Ghgevu'uwldgev'vq
uwdugev'kpu'E04.'6.'cpf '8+0

60 Lcpuugp'uj cml'pqv'wug."cuukuv."qt"go r m{ "cp{ "Vj kf "Rctv{ "vq"gni ci g'lp"cp{ "cevxkv{ "y cv Lcpuugp'kugrh'y qwf "dg'r tqj kdkgf "htqo "gni ci kpi "kp'r wuwcpl'vq'v'j g'Ci tggo gpv0Vq'v'j g gz vgpv'Lcpuugp'uw r qt w'v'cf g'i tqw u'gni ci gf "kp'Nqdd{ kpi . 'Lcpuugp'uj cml'uwk wv'v'j cv'uwej uw r qt v'pqv'dg'wugf "hqt"cp{ "r wtr qug'r tqj kdkgf "d{ "y g'Ci tggo gpv0

70 Lcpuugp'uj cml'pqv'gpvt'kp'v'cp{ "eqpvtcev'qt"ci tggo gpv'y kj "cp{ "r gtuqp"qt"gp'v' "qt qv'j gty kug'cwgo r v'v'q'kphw'peg"cp{ "r gtuqp"qt"gp'v' "kp'uwej "c"o cppgt'v'j cv'j cu'v'j g'r wtr qug'qt hqtguggcdrg'gh'gev'qh'iko k'kpi "y g'f kuugo kpcv'kp'qh'kphqto cv'kqp'tgi ctf kpi "y g'tkumu"cpf "ukf g gh'gevu'qh'wukpi "Qr kqkf u0

80 Lcpuugp'uj cml'pqv'eqo r gpuc'v'qt"uw r qt v'J gcnj "Ectg'Rtqxkf gtu'qt"qti cpl' cv'kpu'v'q cf xqec'v'ht'htqo wret{ "ceegu'qt"tgcvo gpv'i w'kf g'kpg'ej cpi gu'ht'v'j g'r wtr qug'qh'kpet'gcul'kpi ceegu'v'q"cp{ "Qr kqkf "Rtqf wev'v'j tqw j "y kf / r ctv{ "r c{ qtu. "kq0"cp{ "gp'v' "qv'j gt'v'j cp"cp kpf k'kf wcn'v'j cv'r c{ u'qt'tglo dwtugu'ht'v'j g'f kur gpukpi "qh'r tguet'k'v'kqp"o gf lek'p'gu. "kpen'f kpi dw'pqv'iko k'gf "v'q"o cpci gf "ectg"qti cpl' cv'kpu"cpf "r j cto ce{ "dgp'gh'v'o cpci gtu0

90 P q'qh'leg'qt"o cpci go gpv'ngx'ng'o r m{ gg'qh'Lcpuugp"o c{ "eqpewt'gpv'v' "ugt'xg"cu"c f kt'gev'qt."dqctf"o go dgt."go r m{ gg."ci gpv."qt"qh'leg'qh'cp{ "gp'v' "y cv'r tko ctkn{ "gni ci gu'lp eqpf wev'v'j cv'Rtqo qv'gu'Qr kqkf u."Qr kqkf "Rtqf wev."qt"Rtqf wev'ht'v'j g"Vtgcvo gpv'qh'Qr kqkf / Kpf wegf "Uk'f g'Gh'gevu0Hqt"v'j g'exq'kf c'peg"qh'f qwdv."pqv'j kpi "kp'v'j ku'r tqx'kuk'qp'uj cml'r tgen'f g"cp qh'leg'qt"o cpci go gpv'ngx'ng'o r m{ gg'qh'Lcpuugp'htqo "eqpewt'gpv'v' "ugt'xkpi "qp"v'j g'dqctf"qh c"j qur k'c'f0

: 0 Lcpuugp'uj cml'r m{ "pq't'qrg"kp'er r q'kp'v'kpi "r gtuqpu'v'q"v'j g'dqctf."qt"j k'kpi "r gtuqpu'v'q"v'j g u'chh"qh'cp{ "gp'v' "y cv'r tko ctkn{ "gni ci gu'lp"eqpf wev'v'j cv'Rtqo qv'gu'Qr kqkf u."Qr kqkf Rtqf wev."qt"Rtqf wev'ht'v'j g"Vtgcvo gpv'qh'Qr kqkf / Kpf wegf "Uk'f g'Gh'gevu0Hqt"exq'kf c'peg"qh f qwdv."pqv'j kpi "kp'v'j ku'r c'ci t'c'j "uj cml'r tqj kdkv'Lcpuugp'htqo "hwm'f "cpf "ceewt'cv'ng' "t'gur q'pf kpi v'q"v'p'ur'lek'gf "t'gs w'gu'u'qt"l'ps w'k'ku'cd'q'w'c"r gtuq'p'u'k'p'gu'v'q"ugt'xg"cu"cp"go r m{ gg"qt"Dqctf o go dgt"cv'cp{ "uwej "gp'v'k'f 0

HD Nqdd{ kpi "Tgust'lev'kpu

30 Lcpuugp'uj cml'pqv'Nqdd{ "hqt"v'j g"gpcevo gpv'qh'cp{ "hgf gtcn"u'cv'g."qt"mqec'n'ngi kur'v'k'g"qt tgi w'v'v'qt{ "r tqx'kuk'qp"v'j cv<

c0 Gpeqwt'ci gu'qt't'gs w'k'gu'J gcnj "Ectg'Rtqxkf gtu'v'q"r t'guet'kdg"Qr kqkf u'qt ucpe'v'k'pu'J gcnj "Ectg'Rtqxkf gtu'ht' "h'ck'kpi "v'q"r t'guet'kdg"Qr kqkf u'qt" "h'ck'kpi "v'q v'gcv'r cl'p'y kj "Qr kqkf u=

d0 J cu'v'j g"gh'gev'qh'iko k'kpi "ceegu'v'q"cp{ "p'qp/Qr kqkf "cngt'p'cv'k'g"r cl'p v'gcv'o gpv'="qt

e0 Rgt'v'k'pu'v'q"v'j g'em'cu'k'h'ec'v'k'p'qh'cp{ "Qr kqkf "qt"Qr kqkf "Rtqf wev'cu"c"uej gf w'rgf f t'wi "w'pf gt"v'j g"Eqpvt'qmgf "Udw'uc'p'egu"Cev0

40 Lcpuugp'uj cml'pqv'Nqdd{ "ci cl'pu'v'v'j g"gpcevo gpv'qh'cp{ "hgf gtcn"u'cv'g"qt"mqec'n ngi kur'v'k'g"qt"tgi w'v'v'qt{ "r tqx'kuk'qp"v'j cv'uw r qt w<

t wrg"qt'tgi wrvqpp'y j gp'uwej 'tgs wgu'ku'uwdo kwgf 'lp'y tkkpi 'ur gekhlecml'vq"
Lcpuugp'htqo 'c'i qxgtpo gpv'gpvkl'f k gevnl'kpxqmgf 'lp'y g'r cuuci g'qh'y cv'
ngi kurvqpp'qt'r tqo wii cvkqp'qh'y cv't wrg"qt'tgi wrvqpp="qt"

g0 Nqdd{ kpi 'hqt'qt'ci clpuvr' tqxkukqpu'qh'ngi kurvqpp'qt'tgi wrvqpp'y cv'cf f tguu
qyj gt'uwdlgevu'lp'cf f kklqp'vq'y qug'kf gpvklgf 'lp'uwdugevkqpu'H0B/5."uq'mpi 'cu
y j g'eqo r cp{ 'f qgu'pqv'uw r qt v'ur gekhle'r qt vkqpu'qh'uwej 'ngi kurvqpp'qt
tgi wrvqpp'eqxgtgf "d{ 'uwdugevkqpp'H0B'qt'qr r qug'ur gekhle'r qt vkqpu'qh'uwej
ngi kurvqpp'qt'tgi wrvqpp'eqxgtgf "d{ 'uwdugevkqpu'H0A/50

70 Lcpuugp'uj cm'r tqxkf g'pqvleg'qh'y j g'r tqj kdkkqpu'lp'uwdugevkqpp'H'vq'cm
go r m{ ggu'gpi ci gf 'lp'Nqdd{ kpi =uj cm'kpeqr qtcvg'y j g'r tqj kdkkqpu'lp'uwdugevkqpp'H
lpvq'tcklpi u'r tqxkf gf 'vq'Lcpuugp'go r m{ ggu'gpi ci gf 'lp'Nqdd{ kpi =cpf'uj cm'egt kh{
vq'y j g'Ucvg'qh'Vgzcu'y cv'k'y cu'r tqxkf gf 'uwej 'pqvleg'cpf 'tcklpi u'vq'Lcpuugp
go r m{ ggu'gpi ci gf 'lp'Nqdd{ kpi 0

I 0 Dcp'qp'Rt guetkr vkqp'Ucxlpi u'Rt qi t co u

30 Lcpuugp'uj cm'pqv'f k gevnl'qt'lpf k gevnl'qh'ht'cp{ 'f kueqwpv.'eqw qpu.'tgdcvgu.'qt'qvj gt
o gyj qf u'y j lej 'j cxg'y j g'ghgev'qh'tgf welpi 'qt'grko kpcvki 'c'r cvkqp'ua'eq/r c{ o gpw'qt'v j g'equv
qh'r tguetkr vkqpu'*g0 0'ht gg'v'kcl'r tguetkr vkqpu+'hqt'cp{ 'Qr kqkf 'Rtqf wew0

40 Lcpuugp'uj cm'pqv'f k gevnl'qt'lpf k gevnl'r tqxkf g'hpcekl'n'uw r qt v'v'cp{ 'Vj kf 'Rctv{
hqt'f kueqwpv.'eqw qpu.'tgdcvgu.'qt'qvj gt'o gyj qf u'y j lej 'j cxg'y j g'ghgev'qh'tgf welpi 'qt
grko kpcvki 'c'r cvkqp'ua'eq/r c{ o gpw'qt'v j g'equv'qh'r tguetkr vkqpu'*g0 0'ht gg'v'kcl'r tguetkr vkqpu+
hqt'cp{ 'Qr kqkf 'Rtqf wew0

50 Lcpuugp'uj cm'pqv'f k gevnl'qt'lpf k gevnl'cuukv'r cvkqp.'J gcnj 'Ectg'Rtqxkf gtu.'qt
r j cto cekgu'y kj 'y j g'emko u'cpf lqt'r tkqt'cwj qtk cvkqp'r tqeguu'tgs wktgf 'hqt'y j kf/r ctv{ 'r c{ qtu
vq'cr r tqxg'r c{ o gpv'ht'cp{ 'Qr kqkf 'Rtqf wew0

J 0 I gpgtcnVgt o u

30 Lcpuugp'uj cm'pqv'o cng'cp{ 'y tkwgp'qt'qt'cn'uv'go gpv'cdqww'Qr kqkf u'qt'cp{ 'Qr kqkf
Rtqf wew'y cv'ku'vphct.'hcnug.'o kurgf kpi . 'qt'f gegr vxg'cu'f ghkpgf 'wpf gt'y j g'rey 'qh'Vgzcu0Hqt
r wtr qugu'qh'y ku'r ctei tcr j . '0Qr kqkf 'Rtqf wew'uj cm'cnuq'kpenf g'o gyj cf qpg'cpf 'qvj gt
uwduvpegu'y j gp'wugf 'gzenuk'gn{ 'vq'v'ge'v'qr kqkf 'cdwug.'cf f levkqp.'qt'qxgtf qug0

40 Lcpuugp'uj cm'pqv'tgr tgu'p'v'y cv'Qr kqkf u'qt'cp{ 'Qr kqkf 'Rtqf wew'u+'j cxg'cr r tqxcnu.
ej ctcevgtk'ueu.'wugu.'dgpghku.'qt's wckl'ku'y cv'y j g{ 'f q'pqv'j cxg0Hqt'r wtr qugu'qh'y ku
r ctei tcr j . '0Qr kqkf 'Rtqf wew'uj cm'cnuq'kpenf g'o gyj cf qpg'cpf 'qvj gt'uwduvpegu'y j gp'wugf
gzenuk'gn{ 'vq'v'ge'v'qr kqkf 'cdwug.'cf f levkqp.'qt'qxgtf qug0

50 Hqt'y j g'cxqkf cpeg'qh'f qwdv'y j g'Ci tgggo gpv'uj cm'pqv'dg'eqputwgf'qt'wugf'cu'c'y ckg
gt'ho kcvkqp'qh'cp{ 'f ghgpug'qvj gty kug'cxck'cdng'vq'Lcpuugp'lp'cp{ 'cevkqp.'cpf 'pqv' kpi 'lp'y j
Ci tgggo gpv'ku'lpv'p'gf 'vq'qt'uj cm'dg'eqputwgf'vq'r tqj kdk'Lcpuugp'lp'cp{ 'y c{ 'y j cvuqgxgt
htqo 'vckpi 'ngi cni'qt'h'ewen'r qukkqpu'y kj 'tgi ctf 'vq'cp{ 'Qr kqkf 'Rtqf wew'u+'lp'f ghgpug'qh
rkki cvkqp'qt'qvj gt'ngi cni' tqeggf kpi u0

60 W' qp' y' g' tgs wgu' qh' y' g' Vgzc' u' C' wqt' p' g' { 'I' g' p' g' t' c' n' 'L' c' p' u' u' g' p' ' u' j' c' m' l' r' t' q' x' k' f' g' ' y' j' g' ' V' g' z' c' u' C' w' q' t' p' g' { 'I' g' p' g' t' c' n' l' y' k' j' " e' q' r' k' e' u' ' q' h' ' y' j' g' ' h' q' m' y' k' p' i' . ' y' k' j' k' p' ' y' j' k' t' v' " * 5 2 + f' c' { ' u' ' q' h' ' y' j' g' ' t' g' s' w' g' u' <

c0 Cp { ' i' k' k' i' c' v' k' p' ' q' t' ' e' k' k' i' q' t' ' e' t' k' o' k' p' c' n' l' r' e' y' " g' p' h' q' t' e' g' o' g' p' v' u' w' d' r' q' g' p' c' u' ' q' t' ' E' k' k' i' k' p' x' g' u' k' i' c' v' k' g' ' F' g' o' c' p' f' u' t' g' r' e' v' k' p' i' ' v' q' ' L' c' p' u' u' g' p' a' u' ' Q' r' k' q' k' f' ' R' t' q' f' w' e' v' * u' = ' c' p' f

d0 Y' c' t' p' k' p' i' " q' t' ' w' p' k' r' g' f' " r' g' w' g' t' u' ' k' u' u' w' g' f' ' d' { ' y' j' g' ' H' F' C' ' t' g' i' c' t' f' k' p' i' ' L' c' p' u' u' g' p' a' u' ' Q' r' k' q' k' f' ' R' t' q' f' w' e' v' * u' = ' c' p' f' " c' m' l' e' q' t' t' g' u' r' q' p' f' g' p' e' g' ' d' g' y' g' g' p' ' L' c' p' u' u' g' p' " c' p' f' ' y' j' g' ' H' F' C' ' t' g' r' e' v' g' f' ' v' q' ' u' w' e' j' r' g' w' g' t' u' 0

70 V' j' g' ' C' i' t' g' g' o' g' p' v' c' r' r' i' k' u' ' v' q' ' e' q' p' f' w' e' v' y' j' c' v' t' g' u' w' u' ' k' p' ' y' j' g' ' R' t' q' o' q' v' k' p' ' q' h' ' Q' r' k' q' k' f' u' ' q' t' ' Q' r' k' q' k' f' ' R' t' q' f' w' e' u' . ' q' t' ' y' j' g' ' V' t' g' e' v' o' g' p' v' ' q' h' ' R' c' k' p' ' k' p' u' k' f' g' ' y' j' g' ' W' p' k' r' g' f' ' U' c' v' g' u' 0

80 L' c' p' u' u' g' p' ' y' k' n' l' g' p' v' g' t' ' k' p' v' q' ' y' j' g' ' C' i' t' g' g' o' g' p' v' u' q' i' g' n' l' ' h' q' t' ' y' j' g' ' r' w' t' r' q' u' g' ' q' h' ' u' g' w' g' o' g' p' v' . ' c' p' f' p' q' y' j' k' p' i' " e' q' p' w' e' k' p' g' f' ' y' j' g' t' g' l' p' ' o' c' { ' d' g' ' v' c' n' g' p' ' c' u' ' q' t' ' e' q' p' u' t' w' g' f' ' v' q' ' d' g' ' c' p' ' c' f' o' k' u' k' q' p' ' q' t' ' e' q' p' e' g' u' k' q' p' ' q' h' c' p' { ' x' k' r' e' v' k' p' ' q' h' ' r' e' y' . ' t' w' g' . ' q' t' ' t' g' i' w' e' v' k' p' i' . ' q' t' ' q' h' ' c' p' { ' q' y' j' g' t' ' o' c' w' g' t' ' q' h' ' f' e' v' q' t' ' r' e' y' . ' q' t' ' q' h' ' c' p' { ' r' e' c' d' k' k' v' { ' q' t' ' y' t' q' p' i' f' q' k' p' i' . ' c' m' l' q' h' ' y' j' k' e' j' ' L' c' p' u' u' g' p' ' g' z' r' t' g' u' u' l' ' f' g' p' l' e' u' 0 P' q' r' c' t' v' ' q' h' ' y' j' g' ' C' i' t' g' g' o' g' p' v' . k' p' e' n' f' k' p' i' " k' u' ' u' c' v' g' o' g' p' u' ' c' p' f' " e' q' o' o' k' o' g' p' u' . ' u' j' c' m' l' e' q' p' u' k' w' w' g' ' g' x' k' f' g' p' e' g' ' q' h' ' c' p' { ' r' e' c' d' k' k' v' { . ' h' c' w' w' . ' q' t' y' t' q' p' i' f' q' k' p' i' " d' { ' L' c' p' u' u' g' p' 0 V' j' g' ' C' i' t' g' g' o' g' p' v' k' u' ' p' q' v' l' p' v' g' p' f' g' f' ' h' q' t' ' w' u' g' ' d' { ' c' p' { ' y' j' k' f' ' r' c' t' v' { ' h' q' t' ' c' p' { ' r' w' t' r' q' u' g' . ' k' p' e' n' f' k' p' i' " u' w' d' o' k' u' k' q' p' ' v' q' ' c' p' { ' e' q' w' t' v' h' q' t' ' c' p' { ' r' w' t' r' q' u' g' 0

90 P' q' y' j' k' p' i' " k' p' ' y' j' g' ' C' i' t' g' g' o' g' p' v' u' j' c' m' l' d' g' ' e' q' p' u' t' w' g' f' ' v' q' ' h' o' k' v' q' t' ' k' o' r' c' k' t' ' L' c' p' u' u' g' p' a' u' ' c' d' k' k' v' { ' v' q' <

c0 E' q' o' o' w' p' l' e' c' v' g' ' k' u' ' r' q' u' k' k' q' p' u' ' c' p' f' ' t' g' u' r' q' p' f' ' v' q' ' o' g' f' k' c' ' l' p' s' w' k' t' k' u' ' e' q' p' e' g' t' p' k' p' i' r' k' k' i' c' v' k' p' . ' k' p' x' g' u' k' i' c' v' k' q' u' . ' t' g' r' q' t' u' ' q' t' ' q' y' j' g' t' ' f' q' e' w' o' g' p' u' ' q' t' ' r' t' q' e' g' g' f' k' p' i' u' t' g' r' e' v' k' p' i' ' v' q' ' L' c' p' u' u' g' p' ' q' t' ' k' u' ' Q' r' k' q' k' f' ' R' t' q' f' w' e' u' 0

d0 O' c' k' p' e' k' p' ' c' ' y' g' d' u' k' g' ' g' z' r' r' e' c' l' p' k' p' i' " k' u' ' i' k' k' i' c' v' k' p' ' r' q' u' k' k' q' p' u' ' c' p' f' ' t' g' u' r' q' p' f' k' p' i' " v' q' ' c' m' g' i' c' v' k' q' p' u' ' e' q' p' e' g' t' p' k' p' i' " k' u' ' Q' r' k' q' k' f' ' R' t' q' f' w' e' u' . ' k' p' e' n' f' k' p' i' " y' j' g' ' y' g' d' u' k' g' . y' y' y' 0 c' e' v' u' c' d' q' w' q' w' t' r' t' g' u' e' t' r' v' k' p' q' r' k' q' k' f' u' e' q' o' 0

K0 E' q' o' r' e' c' p' e' g' ' y' k' j' ' C' m' l' U' c' v' g' ' N' e' y' u' e' p' f' ' T' g' i' w' e' v' k' p' u' ' T' g' r' e' v' k' p' i' ' v' q' ' y' j' g' ' U' c' r' g' . ' R' t' q' o' q' v' k' p' . c' p' f' ' F' k' u' t' k' d' w' k' q' p' ' q' h' ' C' p' { ' Q' r' k' q' k' f' ' R' t' q' f' w' e' v

30 L' c' p' u' u' g' p' ' u' j' c' m' l' e' q' o' r' n' l' ' y' k' j' " c' m' l' c' r' r' e' c' e' d' r' g' ' u' c' v' g' ' r' e' y' u' ' c' p' f' ' t' g' i' w' e' v' k' p' u' ' y' j' c' v' t' g' r' e' v' g' ' v' q' ' y' j' g' ' u' c' r' g' . ' r' t' q' o' q' v' k' p' . ' f' k' u' t' k' d' w' k' q' p' . ' c' p' f' ' f' k' u' r' q' u' c' n' ' q' h' ' Q' r' k' q' k' f' u' ' q' t' ' Q' r' k' q' k' f' ' R' t' q' f' w' e' u' . ' k' p' e' n' f' k' p' i' " e' q' p' f' w' e' v' r' g' t' o' k' w' g' f' ' d' { ' u' w' d' u' g' e' v' k' p' ' D' 0 t' . ' r' t' q' x' k' f' g' f' ' y' j' c' v' p' q' y' j' k' p' i' " k' p' ' y' j' k' u' ' r' e' t' c' i' t' e' r' j' ' t' g' s' w' k' t' g' u' ' L' c' p' u' u' g' p' ' v' q' ' x' k' r' e' v' g' ' h' g' f' g' t' c' n' l' r' e' y' " q' t' ' t' g' i' w' e' v' k' p' u' . ' k' p' e' n' f' k' p' i' " d' w' ' p' q' v' h' o' k' g' f' ' v' q' <

c0 V' g' z' c' u' ' E' q' p' t' q' m' g' f' ' U' w' d' u' c' p' e' g' u' ' C' e' v' . ' k' p' e' n' f' k' p' i' " c' m' l' i' w' k' f' c' p' e' g' ' k' u' u' w' g' f' ' d' { ' y' j' g' ' c' r' r' e' c' e' d' r' g' ' u' c' v' g' ' t' g' i' w' e' v' q' t' * u' =

d0 V' g' z' c' u' ' E' q' p' u' o' g' t' ' R' t' q' v' e' v' k' p' ' N' e' y' u' =

e0 V' g' z' c' u' ' r' e' y' u' . ' t' g' i' w' e' v' k' p' u' . ' c' p' f' ' i' w' k' f' g' r' i' p' g' u' ' t' g' r' e' v' g' f' ' v' q' ' q' r' k' q' k' f' ' r' t' g' u' e' t' k' d' k' p' i' . f' k' u' t' k' d' w' k' q' p' . ' c' p' f' ' f' k' u' r' q' u' c' n' =

L0 E' r' d' p' l' e' c' n' F' e' v' ' V' t' c' p' u' r' c' t' g' p' e' {

30 Lcpuugp'ci tggv'v'q'eqpv'w'v'uj ct'kpi 'er'k'p'ec'n'v'k'c'n'f'c'v'w'p'f'g't'y'g'l'c'n'g'w'p'k'g't'u'k'v' 'Q'r'g'p' F'c'v'c'Ceeguu'v' Q'F'c'+'R't'q'l'g'e'v'v'q'c'm'q'y' 't'g'u'g'c't'e'j'g't'u's'w'r'k'h'k'f' 'w'p'f'g't'y'g'r't'q'i't'c'o' 'v'q'c'e'g'u'u'v'j'g' e'q'o'r'c'p'f'{'u'r't'q'r't'k'g'v'c't' 'f'c'v'c'w'p'f'g't'y'g'v'g't'o'u'q'h'v'j'g'r't'q'l'g'e'v'o}

40 K'p'v'j'g'g'x'g'p'v'l'c'n'g'w'p'k'g't'u'k'v' 'f'k'ue'q'p'v'w'g'u'q't'y'k'j'f't'c'y'u'h't'q'o' 'v'j'g'l' Q'F'c'+'R't'q'l'g'e'v' c'i't'g'g'o'g'p'v'y'k'j' 'L'c'p'u'g'p'.'L'c'p'u'g'p'+'u'j'c'm'l'o'c'n'g'k'u'v'k'p'c'n't'g'u'g'c't'e'j' 'f'c'v'c't'g'i'c't'f'k'p'i' 'Q'r'k'q'k'f'u'c'p'f' Q'r'k'q'k'f' 'R't'q'f'w'e'u.'c'p'f' 'c'p'{'c'f'f'k'k'q'p'c'n'v'k'p'c'n't'g'u'g'c't'e'j' 'f'c'v'c'v'j'c'v'l'c'p'u'g'p'+'u'r'q'p'u'q't'u'c'p'f' 'e'q'p'v't'q'u' t'g'i'c't'f'k'p'i' 'Q'r'k'q'k'f'u'c'p'f' 'Q'r'k'q'k'f' 'R't'q'f'w'e'u.'c'x'c'k'r'd'g'v'q'c'p'k'p'f'g'r'g'p'f'g'p'v'g'p'v'k'v' 'v'j'c'v'k'u'v'j'g' h'w'p'e'v'k'p'c'n'g's'w'k'c'n'g'p'v'q'h'v'j'g'l' Q'F'c'+'R't'q'l'g'e'v'w'p'f'g't' 'h'w'p'e'v'k'p'c'm'f' 'g's'w'k'c'n'g'p'v'v'g't'o'u'o}

MO Gphqtego gpv

30 H'q't'y'g'r'w't'r'q'u'g'u'q'h't'g'u'q'n'k'p'i' 'f'k'u'r'w'g'u'y'k'j' 't'g'u'r'g'e'v'v'q' 'e'q'o'r'k'c'p'e'g'y'k'j' 'v'j'k'u'G'z'k'd'k'v' u'j'q'w'f' 'v'j'g'U'c'v'g'q'h'V'g'z'c'u'j'c'x'g'c't'g'c'u'q'p'c'd'g' 'd'c'u'k'u'v'q' 'd'g'r'k'g'x'g'v'j'c'v'l'c'p'u'g'p'+'j'c'u'g'p'i'c'i'g'f' 'k'p'c' r't'c'e'v'k'g'v'j'c'v'x'k'q'r'v'g'u'c'r't'q'x'k'k'q'p'+'q'h'v'j'k'u'G'z'k'd'k'v'w'u'd'u'g's'w'g'p'v'v'q'v'j'g'G'h'g'e'v'k'g'F'c'v'g.'v'j'g'U'c'v'g' q'h'V'g'z'c'u'+'u'j'c'm'l'p'q'v'k'h'f' 'L'c'p'u'g'p'+'k'p'y't'k'k'p'i' 'q'h'v'j'g'+'u'r'g'e'k'h'e'q'd'l'g'e'v'k'q'p.'k'f'g'p'v'k'h'f' 'y'k'j' 'r'c't'v'k'e'w'r't'k'v'f' v'j'g'r't'q'x'k'k'q'p'+'q'h'v'j'g'+'C'i't'g'g'o'g'p'v'y'c'v'v'j'g'r't'c'e'v'k'g'c'r'r'g'c't'u'v'q'x'k'q'r'v'g.'c'p'f' 'i'k'g'g'+'L'c'p'u'g'p'+'v'j'k't'v'f' *52+f'c'{'u'v'q't'g'u'r'q'p'f' 'k'p'y't'k'k'p'i' 'v'q'v'j'g'p'q'v'k'h'e'c'v'k'q'p'+'r't'q'x'k'f'g'f'.'j'q'y'g'x'g't.'v'j'c'v'v'j'g'U'c'v'g'q'h'V'g'z'c'u' o'c'{'v'c'n'g'c'p'{'c'e'v'k'q'p'+'k'h'v'j'g'U'c'v'g'+'d'g'r'k'g'x'g'u'v'j'c'v.'d'g'e'c'w'g'+'q'h'v'j'g'+'u'r'g'e'k'h'e'+'r't'c'e'v'k'g.'c'v'j'g'g'c'v'v'q' j'g'c'n'j' 'q't'+'u'c'h'g'v'f'+'q'h'v'j'g'r'w'd'r'k'e'+'t'g's'w'k't'g'u'k'o'o'g'f'k'c'v'g'+'c'e'v'k'q'p'o}

40 W'r'q'p'+'t'g'e'g'k'r'v'q'h'y't'k'w'g'p'+'p'q'v'k'g.'L'c'p'u'g'p'+'u'j'c'm'l'r't'q'x'k'f'g'c'i'q'q'f' 'h'c'k'j' 'y't'k'w'g'p'+'t'g'u'r'q'p'ug'v'q' v'j'g'U'c'v'g'+'p'q'v'k'h'e'c'v'k'q'p.'e'q'p'v'c'k'p'k'p'i' 'g'k'j'g't'c'+'u'c'v'g'o'g'p'v'g'z'r'k'p'k'p'i' 'y'j'{'L'c'p'u'g'p'+'d'g'r'k'g'x'g'u'k'k'u'k'p' e'q'o'r'k'c'p'e'g'y'k'j' 'v'j'g'r't'q'x'k'k'q'p'u'+'q'h'v'j'k'u'G'z'k'd'k'v'q'h'v'j'g'+'C'i't'g'g'o'g'p'v.'q't'c'+'f'g'v'c'k'g'f'+'g'z'r'k'p'c'v'k'q'p'+'q'h' j'q'y' 'v'j'g'c'm'g'i'g'f' 'x'k'q'r'v'k'q'p'+'q'ee'w't't'g'f' 'c'p'f' 'c'+'u'c'v'g'o'g'p'v'g'z'r'k'p'k'p'i' 'j'q'y' 'L'c'p'u'g'p'+'k'p'v'g'p'f'+'u'v'q' t'g'o'g'f'{'v'j'g'c'm'g'i'g'f' 'd't'g'c'e'j'OP'q'y'k'p'i' 'k'p'+'v'j'k'u'g'e'v'k'q'p'+'u'j'c'm'l'd'g'+'k'p'v'g'r't'g'v'g'f' 'v'q'+'i'k'o'k'v'j'g'U'c'v'g'q'h' V'g'z'c'u'+'u'+'e'k'k'k'l'+'k'p'x'g'u'k'i'c'v'k'g'+'f'g'o'c'p'f' 'o'+'E'K'F'+'o'+'q't'+'k'p'x'g'u'k'i'c'v'k'g'+'u'w'd'r'q'g'p'c'+'c'w'j'q't'k'v'f'.'v'q'+'v'j'g' g'z'v'g'p'v'+'u'w'ej' 'c'w'j'q't'k'v'f' 'g'z'k'u'u'+'w'p'f'g't'c'r'r'k'c'c'd'g'+'r'c'y'.'c'p'f' 'L'c'p'u'g'p'+'t'g'g'u't'x'g'u'+'c'm'l'q'h'k'u'+'t'k'i'j'w'+'k'p' t'g'u'r'q'p'f'k'p'i' 'v'q'+'c'+'E'K'F'+'q't'+'k'p'x'g'u'k'i'c'v'k'g'+'u'w'd'r'q'g'p'c'+'k'u'w'g'f'+'r'w't'u'w'c'p'v'v'q'+'u'w'ej' 'c'w'j'q't'k'v'f'o}

50 V'j'g'U'c'v'g'q'h'V'g'z'c'u'o'c'{'c'i't'g'g.'k'p'y't'k'k'p'i'.'v'q'+'r't'q'x'k'f'g'+'L'c'p'u'g'p'+'y'k'j' 'c'f'f'k'k'q'p'c'n'v'k'o'g' d'g'{'q'p'f'+'v'j'k't'v'f' *52+f'c'{'u'v'q't'g'u'r'q'p'f' 'v'q'+'c'+'p'q'v'k'g'+'r't'q'x'k'f'g'f' 'w'p'f'g't'+'u'w'd'u'g'e'v'k'q'p'+'M'B.'c'd'q'x'g.'y'k'j'q'w'w' E'q'w't'v'c'r'r't'q'x'c'r'o}

60 W'r'q'p'+'i'k'k'k'p'i' 'L'c'p'u'g'p'+'v'j'k't'v'f' *52+f'c'{'u'v'q't'g'u'r'q'p'f' 'v'q'+'v'j'g'p'q'v'k'h'e'c'v'k'q'p'+'f'g'u'e't'k'd'g'f'+'c'd'q'x'g.' v'j'g'U'c'v'g'+'u'j'c'm'l'c'u'q'+'d'g'+'r'g't'o'k'w'g'f'+'t'g'c'u'q'p'c'd'g'+'c'e'g'u'u'v'q'+'k'p'u'r'g'e'v'c'p'f'+'e'q'r'{'+'t'g'r'g'x'c'p'v'+'p'q'p'/' r't'k'x'k'g'i'g'f'.'p'q'p'+'y'q't'm'r'+'t'q'f'w'e'v't'g'e'q't'f'+'u'c'p'f'+'f'q'e'w'o'g'p'u'+'k'p'+'r'q'u'g'u'k'q'p.'e'w'u'q'f'{'.'q't'+'e'q'p'v't'q'n'q'h' L'c'p'u'g'p'+'v'j'c'v't'g'r'v'g'+'v'q'+'L'c'p'u'g'p'+'u'+'e'q'o'r'k'c'p'e'g'y'k'j' 'g'c'e'j'+'r't'q'x'k'k'q'p'+'q'h'v'j'g'+'C'i't'g'g'o'g'p'v'r'w't'u'w'c'p'v' v'q'+'v'j'g'U'c'v'g'q'h'V'g'z'c'u'+'u'+'E'K'F'+'q't'+'k'p'x'g'u'k'i'c'v'k'g'+'u'w'd'r'q'g'p'c'+'c'w'j'q't'k'v'f'o}

70 V'j'g'U'c'v'g'q'h'V'g'z'c'u'o'c'{'c'u'g't'v'c'p'{'+'e'm'k'o'+'v'j'c'v'l'c'p'u'g'p'+'j'c'u'+'x'k'q'r'v'g'f'+'v'j'g'+'C'i't'g'g'o'g'p'v'+'k'p'+'c' u'g'r'c't'c'v'g'+'e'k'k'k'i'c'v'k'q'p'+'v'q'+'g'p'h'q't'e'g'+'e'q'o'r'k'c'p'e'g'y'k'j' 'v'j'g'+'C'i't'g'g'o'g'p'v.'q't'+'o'c'{'+'u'g'g'n'c'p'{'+'q'v'j'g't'+'t'g'r'k'g'h' c'h'q't'f'g'f'+'d'{'+'r'c'y'+'h'q't'+'x'k'q'r'v'k'q'p'u'+'q'h'v'j'g'+'C'i't'g'g'o'g'p'v.'d'w'+'q'p'n'f'+'c'h'g't'+'r't'q'x'k'f'k'p'i' 'L'c'p'u'g'p'+'c'p' q'r'r'+'q't'w'p'k'v'f'+'v'q'+'t'g'u'r'q'p'f'+'v'q'+'v'j'g'p'q'v'k'h'e'c'v'k'q'p'+'f'g'u'e't'k'd'g'f'+'k'p'+'u'w'd'u'g'e'v'k'q'p'+'M'B.'c'd'q'x'g'+'r't'q'x'k'f'g'f'.' j'q'y'g'x'g't.'v'j'g'U'c'v'g'q'h'V'g'z'c'u'o'c'{'+'v'c'n'g'c'p'{'+'c'e'v'k'q'p'+'k'h'v'j'g'U'c'v'g'+'d'g'r'k'g'x'g'u'v'j'c'v.'d'g'e'c'w'g'+'q'h'v'j'g' u'r'g'e'k'h'e'+'r't'c'e'v'k'g.'c'v'j'g'g'c'v'v'q'+'v'j'g'j'g'c'n'j' 'q't'+'u'c'h'g'v'f'+'q'h'v'j'g'r'w'd'r'k'e'+'t'g's'w'k't'g'u'k'o'o'g'f'k'c'v'g'+'c'e'v'k'q'p'o}

80 Kp"vj g'gxgpn'qh'c'eqphlev'dgy ggp"vj g'tgs wktgo gpa'qh'vj g'Ci tgggo gpn'cpf "cp{ "qj gt rny ."tgi wrcvqp."qt'tgs wktgo gpn'uwej "vj cv'Lcpuugp"ecppqv'eqo r n{ "y kj "vj g'rny "y kj qww xkqrcvpi "vj g'vgtu u'qh'vj g'Ci tgggo gpn'qt'dgkpi "uwlgev'vq'cf xgtug'cevqp."kpenmf kpi "hkgu'cpf r gpcnkgu."Lcpuugp"uj cmf'qewo gpn'uwej "eqphlev'cpf "pqvkh{ "vj g'Ucvg'qh'vj g'gzvgn'vq'y j lej "kv y kn'eqo r n{ "y kj "vj g'Ci tgggo gpn'kp"qtf gt "vq"gnko kpcvg'vj g'eqphlev'y kj kp"vj kv{ "52+f c{ u'qh Lcpuugp'uf'kueqxtg{ "qh'vj g'eqphlev'0Lcpuugp"uj cm'eqo r n{ "y kj "vj g'vgtu u'qh'vj g'Ci tgggo gpn'vq vj g'hwnguv'gzvgn'vq'quukdng'y kj qww'xkqrcvpi "vj g'rny 0

90 Lcpuugp"qt"vj g'Ucvg'o c{ "tgs wguv'vj cv'Lcpuugp"cpf "vj g'Ucvg'o ggv'cpf "eqphgt tgi ctf kpi "vj g'tguqmwkqp"qh'cp"cewcn'qt'r qvgn'kcn'eqphlev'dgy ggp"vj g'Ci tgggo gpn'cpf "cp{ qj gt'rny ."qt'dgy ggp"kpvgtr'gvc'vqpu'qh'vj g'Ci tgggo gpn'd{ "f'khtgpn'eqwtu0P qj kpi "j gtgkp'ku kpvgpf gf "vq"o qf kh{ "qt'gzvgn'vj g'lwtkuf'kcvqp"qh'cp{ "ukpi ng'lwf'kckn'cwj qtkv{ "cu'r tqxkf gf "d{ rny 0

N0 Ego r nkpeg'F wt cvqp

30 Uwdugevqpu'D/L'qh'vj ku'Gzj kdk'uj cm'dg'ghgevxg'hqt"32"{ gctu'htqo "vj g Ghgevxg'F cvg0

40 P qj kpi "kp"vj ku'Ci tgggo gpn'uj cm'tgrkxg'Lcpuugp"qh'ku'kpf gr gpf gpn qdrki cvqp"vq'hwm{ "eqo r n{ "y kj "vj g'rny u'qh'vj g'Ucvg'qh'Vgzcu'chgt"gzr kcvqp"qh'vj g"32/{ gct r gtkf "ur gekhgf "kp"vj ku'uwdugevqpu0

O0 Ego r nkpeg'F gcf rkgu

30 Lcpuugp"o wuv'dg'kp'hwm'eqo r nkpeg'y kj "vj g'r tqxkukqpu'kpenmf gf "vj ku'Ci tgggo gpn'd{ vj g'Ghgevxg'F cvg0P qj kpi "j gtgkp"uj cm'dg'eqputwgf "cu'r gto kvkpi "Lcpuugp"vq'cxqkf gzkvkpi "rni'qdrki cvqpu0

Gzj kdw'F''

MDL PRETRIAL CAUSE NO. _____

<i>Plaintiff,</i>	§	IN THE DISTRICT COURT
	§	
v.	§	_____ JUDICIAL DISTRICT
	§	
<i>Defendants.</i>	§	_____ COUNTY, TEXAS

MASTER FILE NO. 2018-63587

	§	IN THE DISTRICT COURT
	§	
IN RE: TEXAS OPIOID LITIGATION	§	152ND JUDICIAL DISTRICT
	§	
	§	HARRIS COUNTY, TEXAS

**AGREED MOTION TO DISMISS WITH PREJUDICE CLAIMS AGAINST
JANSSEN PHARMACEUTICALS, INC., ORTHO-McNEIL-JANSSEN
PHARMACEUTICALS, INC, JANSSEN PHARMACEUTICA,
AND JOHNSON & JOHNSON**

Plaintiff _____ and Defendants Janssen Pharmaceuticals, Inc., its predecessor companies Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (jointly “Janssen”), its parent company, Johnson & Johnson, and Noramco (“J&J,” and together with Janssen, “Defendants”), file this Agreed Motion to Dismiss with Prejudice and, in support thereof, respectfully show the Court as follows:

Plaintiff and Defendants (collectively, the “Parties”) have settled their disputes by mutual agreement. Therefore, Plaintiff no longer desires to pursue this lawsuit against the above-named Defendants. Accordingly, the parties jointly move that the Court enter an Order dismissing all claims against the Defendants with prejudice.

Y J GTGHQTG." RTGO KUGU" EQP UKF GTGF ." Rrckpwh' aaaaaaaaaaaaaaaaa" cpf "Lcpuugp"
Rj cto cegwlecnu."Kpe0'ku'r tgf geguqt"eqo r cplgu"Qtvj q/O eP gk/Lcpuugp'Rj cto cegwlecnu."Kpe0'cpf "
Lcpuugp'Rj cto cegwlec."Kpe0'cpf 'ku'r ctgpe'eqo r cp{.'Lqj puqp(' 'Lqj puqp."tgur gevhw' 'tgs wgu'vj cv'
vj ku"Eqwtv"gpvt"cp"Qtf gt"i tcvkpi "vj ku"Ci tggf "O qvqp"vq" F kuo ku"y kj "Rt glwf leg." f kuo kulkpi "
Rrckpwh'u'ercko u'y kj 'r tglwf leg'vq'vj g'tg/hkpi "qh'uco g."cpf "qtf gkpi "gcej 'r ctv' "dgct'ku'tgur gevkg"
cvqtpg{u'hgu'cpf "equu'kpewtg' 'j gtgk0

F cvgf <aaaaaaaaaaaaa."4243"

Tgur gevhw' 'uwo kwgf ."

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Ugr j gp"G00 eEqppleq"
Vgzcu'Dct'P q05672522"
Ugxgp'LOY kpi ctf "
Vgzcu'Dct'P q0229: : 8; 6"
Lqj p"Y 0Grku"
Vgzcu'Dct'P q04629: 695"
UEQVV'F QW NC UU'(' 'O eEQP P KEQ'NNR"
525'Eqmtcf q'Utggv.'Uwkg'4622"
Cwukp."Vgzcu'9: 923"
734/6; 7/8522"6'Rj qpg
734/6; 7/85; ; "6'Hcz
uo eeppleqB ueqwf qwi Qeqo
uy kpi ctf B ueqwf qwi Qeqo
lgrkuB ueqwf qwi Qeqo

QhEqwpugn'

Ej ctrgu'E0Nkrcpf "*cfo kwgf 'rtq'j ce'xkeg+ "
Ucdtkpc'Utqpi "*cfo kwgf 'rtq'j ce'xkeg+ "
Q0 GNXGP [(' 'O [GTU'NNR"
622"Uqwj 'J qr g'Utggv'
Nqu'Cpi grgu.'Ecrkhtpk"; 2293"
Vgrgr j qpg-<*"435+652/8222"
Hceuko kg-<*"435+652/8629"
erkrpc B qo o Qeqo "
uwtqpi B qo o Qeqo "
Ugr j gp'F 0Dtqf { "*cfo kwgf 'rtq'j ce'xkeg+ "
Q0 GNXGP [(' 'O [GTU'NNR"

3847'G{ g'Utggv."P Y "
Y cuj kpi vqp."FE"42228"
Vgrgr j qpg<*"424+"5: 5/7522"
udtqf {B qo o Qeqo "

*Attorneys for Defendants Johnson & Johnson,
Janssen Pharmaceuticals, Inc., Ortho-McNeil-
Janssen Pharmaceuticals, Inc. n/k/a Janssen
Pharmaceuticals, Inc., and Janssen Pharmaceutica,
Inc. n/k/a Janssen Pharmaceuticals, Inc."*

JUK P C VWTG'DNQEM'QH'E QWP UGN'HQT"
UGVVNRP I 'RNCR VKH_"

EGTVKHECVG'QHUGTXKEG"

Kj gtgd{ "egt vkh{ "j cv'eqwpugn'qh'tgeqtf "ctg"dglpi "ugtxgf "y kj "c"eqr { "qh'y ki'f qewo gpv"qp"
aaaaaaaaaaaaaaaaa k"ceeqtf cpeg'y kj "j g"Vgzcu"Twrgu'qh'EkkkRtqegf wt g0

lu'Ugxgp'LOY kpi ctf"
Ugxgp"LOY kpi ctf "

Gzi kdw'G''

Nkuv'gh'Nkli cvlpi 'Uwdf kxlkqpu'cpf 'Nkli cvlpi 'Ur geknif kut lew'

UWDF KXKQ'QT'URGEKCN" F KUVTEVP CO G"	EQWP UGN"	Y KJ K" EQWP V['QT" O WNVKNG" EQWP VKGU"	423; " RQRWNCVKQP " GUVK CVG"
Cpi grkpc'Eqwpv " "	F lgu'("Rctnj wtuv." NNR0="Uko qp I tggpuvqpg'Rcpvkt Dctvrgw.'R0E0		: 8.937"
Dckg{ 'Eqwpv " "	Hgctu'P cej cy cvk" RNNE="Hgttg' 'Rqktqv" ("Y cpudtqwi j "		9.222"
Dcutqr 'Eqwpv " "	Rj kr r u'F gceqp" Rwtpgm'RNNE"		: : .945"
Dgg'Eqwpv " "	Uko qp'I tggpuvqpg" Rcpvkt'Dctvrgw." R0E0="Tlej ctf 'C0 F qf f .'NE		54.787"
Dgzct 'Eqwpv " "	Y cwu'I wgttc'NNR=" " Vj g'I cmci j gt'Ncy " Hko ="Hkdej " Nggdtqp'Eqr grcpf " Dtki i u"		4.225.776"
Dgzct 'Eqwpv " 'J qur kcnif kut lew'	Y cwu'I wgttc'NNR=" " Vj g'I cmci j gt'Ncy " Hko ="Hkdej " Nggdtqp'Eqr grcpf " Dtki i u="Rj kr r u" F gceqp'Rwtpgm' RNNE"	Dgzct 'Eqwpv " "]VDF _"
Drepeq'Eqwpv " "	Uko qp'I tggpuvqpg" Rcpvkt'Dctvrgw." R0E0="F gdqtcj 'H0 Gctrg{ ="O ctvp Y cmgt.'R0E0="Lco gu O 0J cttku.'Lr0= Ighh{ 'Ncy 'Hko = Ej tku'D{tf 'Ncy		33.; 53"
Dqy kg'Eqwpv " "	Uko qp'I tggpuvqpg" Rcpvkt'Dctvrgw." R0E0="F wpp'P wwtg"(O qti cp="O ctvp Y cmgt.'R0E0		; 5.467"
Dtc qu'Eqwpv " "	Hgctu'P cej cy cvk" RNNE="Hgttg' 'Rqktqv" ("Y cpudtqwi j =" O cwj gy "UOF cpkgn"		44; .433"
Dtqqm'Eqwpv " "	Rj kr r u'F gceqp" Rwtpgm'RNNE"		9.2; 5"

Dwtpgv'Eqwpv' "	Uko qp'I tggpuvpg" Rcpvkt "Dctvrgw." RÆΘ²Tlej ctf 'C0 F qf f.'NE		6: .377"
Ecif y gmi'Eqwpv' "	Rj kr r u'F gceqp" Rwtpgmi'RNNE "		65.886"
Ecij qwp'Eqwpv' "	Rj kr r u'F gceqp" Rwtpgmi'RNNE "		43.4; 2"
Eco gtqp'Eqwpv' "	Y cwu'I wgttc'NNR=" " Vj g'I cmi j gt'Ncy " " Hkto =Hkdej " " Nggdtqp'Eqr grcpf " " Dtki i u"		645.385"
Eco r 'Eqwpv' "	Uko qp'I tggpuvpg" Rcpvkt "Dctvrgw." RÆΘ²O ctvlp"Y cmgt. RÆO		35.2; 6"
Ecuu'Eqwpv' "	Uko qp'I tggpuvpg" Rcpvkt "Dctvrgw." RÆΘ²O ctvlp"Y cmgt. RÆO		52.248"
Ecutq'Eqwpv' "	Vj g'Eqhho cp'Ncy " " Hkto =O kej gmi'C0' Vqwu.'Nf 0'		9.752"
Ej gtqngg'Eqwpv' "	Uko qp'I tggpuvpg" Rcpvkt "Dctvrgw." RÆΘ²O ctvlp"Y cmgt. RÆΘ²Tlej ctf u'Rgpp= Co gpv'('Rgceqem		74.868"
Ej kftguu'Eqwpv' "	Cno cp'Ngi cni' I tqwr =J cttkuqp" F cxku'Ugcmg{ " O qttkuqp'Lqpgu." RÆΘ²J cng{ "("Quuqp		9.528"
Ekv{ "qh'Gci rg'Rcuu"	P cr qrk'Uj nupkni' RNNE =Nwku'T0Xgtc" ('Cuqelcvgu"	O cxgtleni'Eqwpv' "	4; .8: 6"
Ekv{ "qh'J qwuqp"	Vj g'Ncpigt'Ncy " " Hkto =Ncy "Qhleg"qh" Tlej ctf 'Uej gej vgt." RÆΘ²Tglej "cpf Dkpuqeni'NNR=Dcngt Y qvtpi "NNR	J cttku'Eqwpv' "	4.542.48: "
Ekv{ "qh'Nctgf q"	P cr qrk'Uj nupkni' RNNE =Nwku'T0Xgtc" ('Cuqelcvgu"	Y gdd'Eqwpv' "	484.6; 3"
Ekv{ "qh'Ngqp'Xcmg{ "	Rj kr r u'F gceqp" Rwtpgmi'RNNE = " F gpvqp'P cxcttq"	Dgzct'Eqwpv' "	34.528"

	Tqej c'Dgtpci(" \ gej 'RĖO'		
Ek{ "qh'Ūcp'Cp̄v̄pk̄"	Vj g"J gttgc'Ncy " Hkto =Dctqp"(" Dwf f.'RĖO'Ī tggpg." M̄vej wo ."Hcttḡm" Dckrg{("Vy ggn' NNR=J km'Rgv̄tuqp" Ectr gt'Dgg"(" F gk̄v̄ rgt'R̄NNE=" Ngxkp.'Rcr cp̄v̄pk̄." Vj qo cu.'O kēj gm" Tch̄gtv̄{('Rtqev̄t." RĖO'ĪO eJ vi j H̄v̄ngt =Rqy gm{(O cl̄gutq	Dgzct'Eqwpv̄"	3.769.475"
Er̄{ 'Eqwpv̄"	J cttk̄uqp'F cxku" Ugc̄mg{('O qttk̄uqp" Lqpgu.'RĖO'ĪC̄no cp" Ngi cr̄Ī tq̄w =J cr̄g{(('Q̄uqp"		32.693"
Eq̄rtcf q'Eqwpv̄"	Vj g'Eql̄ho cp'Ncy " Hkto =O kēj gm'ĪO' Vq̄w u.'Nf Ō'		43.6; 5"
Eq̄qng'Eqwpv̄"	Uk̄o qp'Ī tggpuv̄pg" Rcp̄v̄kt'Dct v̄gw." RĖO'ĪO ct v̄k̄p"Y cm̄gt. RĖO		63.479"
Eq̄t{ gm'Eqwpv̄"	Uk̄o qp'Ī tggpuv̄pg" Rcp̄v̄kt'Dct v̄gw." RĖO'ĪT̄k̄ej ctf 'ĪO F qf f.'NE		97.; 73"
F cm̄u'Eqwpv̄"	Uk̄o qp'Ī tggpuv̄pg" Rcp̄v̄kt'Dct v̄gw." RĖO'ĪNcp̄k̄t'Ncy Hkto =Ēqej tcp'Hkto		4.857.738"
F cm̄u'Eqwpv̄ "J qur kcr̄F k̄ut̄k̄ev̄"	Dw̄tpu'Ej ct̄ḡv̄'NNR=" J cttk̄uqp'F cxku" Ugc̄mg{('O qttk̄uqp" Lqpgu.'RĖO'ĪDct̄tḡw" Ncy 'Ī tq̄w .RĖO'Ī Ewp̄gq'Ī k̄rd̄gtv̄{(" Ncf w̄ec.'NNR="Vc{(r̄gt" O ct v̄k̄p̄q.'RĖO'	F cm̄u'Eqwpv̄"]VDF _"
F ḡnc'Eqwpv̄"	Uk̄o qp'Ī tggpuv̄pg" Rcp̄v̄kt'Dct v̄gw." RĖO'ĪO ct v̄k̄p̄q"Y cm̄gt. RĖO		7.553"
F k̄o o k̄'Eqwpv̄"	Uk̄o qp'Ī tggpuv̄pg" Rcp̄v̄kt'Dct v̄gw."		32.346"

	RĖŲTlėj ctf 'C0 F qf f.'NE=Vj g Cto utqpi 'Hkto . RNNE		
F wxcr'Eqwpv{ "	Vj g'Dctt gtc'Ncy " Hkto =Vj g'Upcr mē" Ncy 'Hkto "		33.379"
Gevqt'Eqwpv{ "	Uko qp'I tggpuvpgg" Rcpvkt'Dct vrgw." RĖŲNcy 'Qhleg"qh Tqdgvt'G0Y j kg		388.445"
GriRcuq'Eqwpv{ "	Y cwu'I wgttc'NNR= Vj g'I cmē j gt'Ncy " Hkto =Hkdej " Nggdtqp'Eqr grēpf " Dtli i u"		: 5; .45: "
Gnku'Eqwpv{ "	O qvq{ 'Tleg'NNE= Hgctu'P cej cy cvk" RNNE=Hgttg'Rqktqv' ('Y cpudtqwi j "		3: 6.: 48"
Hcmu'Eqwpv{ "	Uko qp'I tggpuvpgg" Rcpvkt'Dct vrgw." RĖŲTlėj ctf 'C0 F qf f.'NE		39.4; 9"
Hpplp'Eqwpv{ "	Uko qp'I tggpuvpgg" Rcpvkt'Dct vrgw." RĖŲO ct vlp"Y cmgt. RĖŲ		57.736"
Hqtv'Dgpf 'Eqwpv{ "	Tq{ 'NŲEqtfgu.'lt0' *Eqwpv{ 'Cwqtppg{ +"		: 33.8: : "
Hcpmkp'Eqwpv{ "	Uko qp'I tggpuvpgg" Rcpvkt'Dct vrgw." RĖŲO ct vlp"Y cmgt. RĖŲ		32.947"
Hgguvpgg'Eqwpv{ "	Uko qp'I tggpuvpgg" Rcpvkt'Dct vrgw." RĖŲ=Vj g'Dgenj co I tqwr		3; .939"
I crkxgvp'Eqwpv{ "	Y cwu'I wgttc'NNR= Q'P gkri'Ncy "		564.35; "
I tc{uqp'Eqwpv{ "	Uko qp'I tggpuvpgg" Rcpvkt'Dct vrgw." RĖŲO ct vlp"Y cmgt. RĖŲ=Ucpf gtu. O qvq{ .I qwpi '(I cmctf q.'RNNE		358.434"
I wfcnr g'Eqwpv{ "	Rj kr r u'F gceqp" Rwtpgm'RNNE"		388.: 69"
I wfcnr g'Xcng{ 'J qur kscr'	Dwtpu'Ej ctguv'NNR= J cttkqp'F cxku"	I wfcnr g'Eqwpv{ "]VDF _"

	Ugcmg{ "O qttkuqp" Lqpgu.'RCE0'Dctvrgw" Ncy "I tqwr.'RCE0" Ewpgq'I krdgtv{ " Ncf vec.'NNR="Vc{ rjt" O ctvlpq.'RCE0		
J ctfkp'Eqwpv{ "	Uko qp'I tggpuvqpg" Rcpvkg{ "Dctvrgw." RCE0'RcwiF 0 J gpf gtupq.'RCE0- F kgu{ "Rctnj vtuv. NNRO		79.824"
J cttku'Eqwpv{ "	I cmci j gt'Ncy "Hkto =" Hkdej "Nggdtqp" Eqr grpf "Dtki i u=" " F cp'F qy pg{.'RCE0		6.935.547"
J cttku'Eqwpv{ "J qur kcnF kxtlev"	I cmci j gt'Ncy "Hkto =" Hkdej "Nggdtqp" Eqr grpf "Dtki i u=" " F cp'F qy pg{.'RCE0	J cttku'Eqwpv{ "]VDF _"
J cttkuqp'Eqwpv{ "	Y cwu'I wgttc'NNR=" " Vj g'I cmci j gt'Ncy " Hkto ="Hkdej " Nggdtqp"Eqr grpf " Dtki i u="Vtwgrqyg " Ncy "Hkto .'RNNE"		88.775"
J cungm'Eqwpv{ "	J cttkuqp'F cxku" Ugcmg{ "O qttkuqp" Lqpgu.'RCE0'J crg{ "(" Qnqp"		7.87: "
J c{u'Eqwpv{ "	Rj kr r u'F gceqp" Rwtpgm'RNNE"		452.3; 3"
J gpf gtupq'Eqwpv{ "	O qvq{ "Tleg'NNE=" " Hgctu'P cej cy ckk" RNNE="O cy gy "UO" F cplgn="Hgttgt'Rqktqv" ("Y cpudtqwi j "		: 4.959"
J kf cni q'Eqwpv{ "	Y cwu'I wgttc'NNR=" " Vj g'I cmci j gt'Ncy " Hkto ="Hkdej " Nggdtqp"Eqr grpf " Dtki i u="J kplquc " Ncy "Hkto .'RCE0		: 8: .929"
J qr nku'Eqwpv{ "	Uko qp'I tggpuvqpg" Rcpvkg{ "Dctvrgw." RCE0'O ctvlpq"Y cmgt. RCE0		59.2: 6"
J qwvqp'Eqwpv{ "	Uko qp'I tggpuvqpg" Rcpvkg{ "Dctvrgw." RCE0'O ctvlpq"Y cmgt.		44.; 8: "

	RĖŲI tĖĖkj "(I tĖĖkj ."RĖO		
KĖkpi "Ėpf gr gpf gpvUej qqil" F kĖtlev"	Vj g'EqĖĥo cp'Ncy " Ĥto =O keĖ gmiC0' Vqwr u.'NĖ 0'	F cmĖu'EqwpvĖ "]VDF _"
Lcur gt'EqwpvĖ "	Uko qp'I tggpuvqpg" RcpĖĖgt "Dct vrgw." RĖŲ=RcwiF 0 J gpf gtupp.'RĖŲ= F Ėgu'Ė "Rctnj wtuv. NNRO		57.74; "
Lghgtuqp'EqwpvĖ "	Vj g'EqĖĥo cp'Ncy " Ĥto =O keĖ gmiC0' Vqwr u.'NĖ 0'		473.787"
Iko "J qi i 'EqwpvĖ "	Vj g'Dcttgtc'Ncy " Ĥto =Vj g'UpĖr nĖ" Ncy 'Ĥto "		7.422"
Iko "Y gmi'EqwpvĖ "	Vj g'Dcttgtc'Ncy " Ĥto =Vj g'UpĖr nĖ" Ncy 'Ĥto =Vj g' I wĖgttgi "Ncy 'Ĥto = Y cwu'I wgttc'NNR= Vj g'I cmĖi j gt'Ncy " Ĥto =ĤkĖlej " Nggdtqp'Eqr grĖpf " DtĖi i u"		62.6: 4"
Lqj puqp'EqwpvĖ "	HĖctu'P Ėej cy Ėk" RNNE=O eNgĖp'Ncy " Ĥto ."RĖŲ=Ĥgttgt" RqĖtqv'Ė " Y cpudtqwi j "		397.: 39"
Lqpgu'EqwpvĖ "	J ctĖkuqp'F Ėxku" UgĖcmg{ "O qttkuqp" Lqpgu.'RĖŲ=J Ėrg{ "(" Qnuqp"		42.2: 5"
MĖwĥo cp'EqwpvĖ "	HĖctu'P Ėej cy Ėk" RNNE=Ĥgttgt'RqĖtqv' ("Y cpudtqwi j "		358.376"
MgpĖ cmĖ'EqwpvĖ "	Uko qp'I tggpuvqpg" RcpĖĖgt "Dct vrgw." RĖŲ=O ctvĖp'Y cmgt. RĖŲ=Vj g'Cto utqpi Ĥto ."RNNE		69.653"
Mgtt'EqwpvĖ "	Y cwu'I wgttc'NNR= Vj g'I cmĖi j gt'Ncy " Ĥto =ĤkĖlej " Nggdtqp'Eqr grĖpf " DtĖi i u"		74.822"
MĖppg{ 'EqwpvĖ "	J ctĖkuqp'F Ėxku" UgĖcmg{ "O qttkuqp"		5.889"

	Lqpgu.'RĒĒJ cng{ "(" Qnqp"		
Mrgdgti 'Eqwpv{ "	O lej cgn'LOM'wgi gt=" Vj g'Upr nē'Ncy " Hto "		52.8: 2"
Neo ct'Eqwpv{ "	Uko qp'I tggpuvpg" Rcpvgt'Dctvrgw." RĒĒO ctvlp"Y cmgt. RĒO		6; .: 7; "
NcUcmg'Eqwpv{ "	J cttkuqp'F cxku" Ugcmg{ 'O qttkuqp" Lqpgu.'RĒĒJ cng{ "(" Qnqp"		9.742"
Ngqp'Eqwpv{ "	Y cwu'I wgttc'NNR=" Q'P gkm'Ncy =Vj g" I cmci j gt'Ncy 'Hto "		39.626"
Nldgtv{ 'Eqwpv{ "	Y cwu'I wgttc'NNR=" Vj g'I cmci j gt'Ncy " Hto =Hkdej " Ngdtp'Eqr grēpf " Dtki u="Cdtcj co ." Y cvnku.'P lej qnu." Uqttgn.'Ci quvq"(" C k =J wuclp'Ncy "(" Cuuqekvgu.'RE="Ncy " Qhlegu'qh'Tcpf cmi'RO' I wvgt.'RĒO'		:: .43; "
Nko guvpg'Eqwpv{ "	Vj g'Dgenj co 'I tqwr "		45.659"
NwddqeniEqwpv{ "	Rj kr r u'F gceqp" Rwtpgm'RNNE"		532.78; "
O cf kuqp'Eqwpv{ "	Vj g'Eqhō cp'Ncy " Hto =O kej gmi'CO' Vqwu.'Nf O'		36.4: 6"
O ctkqp'Eqwpv{ "	Uko qp'I tggpuvpg" Rcpvgt'Dctvrgw." RĒĒO ctvlp"Y cmgt. RĒO		; .: 76"
O cxgtlem'Eqwpv{ "	P cr qrk'Uj nūpkn' RNNE"		7: .944"
O eNgppcp'Eqwpv{ "	J cttkuqp'F cxku" Ugcmg{ 'O qttkuqp" Lqpgu.'RĒĒJ cng{ "(" Qnqp"		478.845"
O eO wrgp'Eqwpv{ "	Uko qp'I tggpuvpg" Rcpvgt'Dctvrgw." RĒĒO ctvlp"Y cmgt. RĒĒVj g'Cto utqpi Hto . 'RNNE		965"
O kōo 'Eqwpv{ "	Uko qp'I tggpuvpg" Rcpvgt'Dctvrgw."		46.: 45"

	P.C.; Fisher, Boyd, Johnson & Huguenard, L.L.P; Richard A. Dodd, LC		
Mitchell County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		8,545
Montgomery County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		607,391
Morris County	Simon Greenstone Pاناتier Bartlett, P.C.; Martin Walker, P.C.		12,388
Nacogdoches County	Simon Greenstone Pاناتier Bartlett, P.C.; Martin Walker, P.C.; The Lanier Law Firm		65,204
Newton County	Simon Greenstone Pاناتier Bartlett, P.C.; Paul D. Henderson, P.C.; Dies & Parkhurst, L.L.P.		13,595
Nolan County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		14,714
Nueces County	The Law Office of Richard Schechter, P.C.; The Lanier Law Firm; The Law Office of James B. Ragan; Reich & Binstock, LLP; The Purnell Law Firm; Phipps Anderson Deacon LLP		362,294
Nueces County Hospital District	The Law Office of Richard Schechter, P.C.; The Lanier Law Firm; The Law Office of James B. Ragan; Reich & Binstock, LLP; The Purnell Law Firm;	Nueces County	[TBD]

	Rj kr r u'Cpf gtuqp" F gceqp'NNR"		
Qtcpig'Eqwpv{"	Uko qp'I tggpuvqpg" Rcpvkg'Dctvrgw." RCE0'RcwnF 0 J gpf gtuqp.'RCE0- F lgu'('Rctnj vtuv. NNR0		: 5.5; 8"
Qej kntgg'Eqwpv{"J qur kcn' F kntlev'	Dgi i u'('Ncpg" TNNR=Hc gt'RNE=" " Vj g'DkrgmNcy 'Hkto ." NNR0=Vj g Mw ngpf cmi'I tqwr = Ncy 'Qhleg'qh'I tcpv F 0Co g{.'NNE	Qej kntgg'Eqwpv{"]VDF _"
Rcmj'Rkpvq'Eqwpv{"J qur kcn' F kntlev'	Dwtpu'Ej ctguv'NNR=" " J cttkuqp'F cxku" Ugcmg{ 'O qttkuqp" Lqpgu.'RCE0'Dcttgw' Ncy 'I tqwr.'RCE0= E wpgq'I krdgtv'(" " Ncf vec.'NNR="Vc{ rqt" O ctvlpq.'RCE0'	Rcmj'Rkpvq'Eqwpv{"]VDF _"
Rcpqr'Eqwpv{"	Uko qp'I tggpuvqpg" Rcpvkg'Dctvrgw." RCE0'O ctvlp'Y cmgt. RCE0=Nqyg'Ncy Hkto .'RCE0=Cf nkuqp Ncy 'Hkto		45.3; 6"
Rctngt'Eqwpv{"	Uko qp'I tggpuvqpg" Rcpvkg'Dctvrgw." RCE0=Tlej ctf 'C0 F qf f.'NE		364.: 9: "
RqmiEqwpv{"	J cttkuqp'F cxku" Ugcmg{ 'O qttkuqp" Lqpgu.'RCE0=J crg{ "(" " Qnqp"		73.575"
Rqwt'Eqwpv{"	Uko qp'I tggpuvqpg" Rcpvkg'Dctvrgw." RCE0'O ctvlp'Y cmgt. RCE0=Vj g'Ncplgt Ncy 'Hkto = Vgo r ngvqp.'Uo kj gg. J c{gu.'J gkptlej "(" T wuugm'NNR= O wrkp.'J qctf "(" Dtqy p.'NNR		339.637"
Tgf'Tkxgt'Eqwpv{"	Uko qp'I tggpuvqpg" Rcpvkg'Dctvrgw." RCE0		34.245"

Tqdgtau'Eqwpv' "	Vj g'Eqhho cp'Ncy " Hkto =O kej gmiC0' Vqwu.'Nf 0'		: 76"
Tqdgtauqp'Eqwpv' "	Uko qp'I tggpuvqpg" Rcpvkg't'Dctvrgw." RCE0=Tlej ctf 'C0 F qf f.'NE=Vj g Dgenj co 'I tqwr		39.296"
Tqeny cmiEqwpv' "	Hgctu'P cej cy cvk" RNNE=Hgttg't'Rqktqv' ("Y cpudtqwi j "		326.; 37"
TwumiEqwpv' "	Uko qp'I tggpuvqpg" Rcpvkg't'Dctvrgw." RCE0=O ctvlp'Y cmgt. RCE0=Nqyg'Ncy Hkto . 'RCE0=Cf nkuqp Ncy 'Hkto		76.628"
Ucp'Rcvlelq'Eqwpv' "	Crgezcpf gt'F wdug" Lghgtuqp'Vqy pugpf = LqgnJ 0Vj qo cu= Rj kr r u'F gceqp" Rwtpgmi'NNR"		88.952"
Ucp'Ucdc'Eqwpv' "	Vj g'Eqhho cp'Ncy " Hkto =O kej gmiC0' Vqwu.'Nf 0'		8.277"
Uj cenghqt'Eqwpv' "	Vj g'Eqhho cp'Ncy " Hkto =O kej gmiC0' Vqwu.'Nf 0'		5.487"
Uj gnd{ 'Eqwpv' "	Uko qp'I tggpuvqpg" Rcpvkg't'Dctvrgw." RCE0=O ctvlp'Y cmgt. RCE0=Cf nkuqp'Ncy Hkto		47.496"
Uo kj 'Eqwpv' "	Uko qp'I tggpuvqpg" Rcpvkg't'Dctvrgw." RCE0=O ctvlp'Y cmgt. RCE0		454.973"
Uqeattq'kpf gr gpf gpv'Uej qqn' F kntlev'	Vj g'Eqhho cp'Ncy " Hkto =O kej gmiC0' Vqwu.'Nf 0'	Gri'Rcuq'Eqwpv' "]VDF _"
Ugr j gpu'Eqwpv' "	Hgctu'P cej cy cvk" RNNE=Hgttg't'Rqktqv' ("Y cpudtqwi j "		; .588"
Vcttcpv'Eqwpv' "	Vj g'Ncpkg't'Ncy " Hkto =Ncy 'Qhlegu" qh'Vqo 'J cm'		4.324.737"
Vcttcpv'Eqwpv' 'J qur kcn'F kntlev'	Y lem'Rj knr u'I qwf " ('O ctvlp.'NNR"	Vcttcpv'Eqwpv' "]VDF _"

Terrell County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		776
Texarkana Independent School District	The Coffman Law Firm; Mitchell A. Toups, Ltd.	Bowie County	[TBD]
Throckmorton County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		1,501
Titus County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		32,750
Travis County	Hendler Flores; Law Office of Richard Schechter, P.C.; Reich and Binstock LLP; The Lanier Law Firm		1,273,954
Trinity County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		14,651
Upshur County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Tefteller Law PLLC		41,753
Uvalde County	Phipps Deacon Purnell PLLC		26,741
Van Zandt County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		56,590
Walker County	Correro & Leisure, P.C.; Park & Durham; G. Allan Van Fleet, P.C.		72,791
Waller County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		55,246
Webb County	Cicala Law Firm; Sanford Heisler Sharp		276,652
West Wharton County Hospital District	Beggs & Lane RLLP; Frazer PLC; The Bilek Law Firm,	Wharton County	[TBD]

	NNR0=Vj g Mw{ngpf cniI tqwr = Ncy 'Qhleg"qh'I tcpv F 0Co g{.'NNE		
Y lej kc'Eqwpv{ "	J cttkuqp'F cxku" Ugcmg{ 'O qttkuqp" Lqpgu.'R0E0=J cng{ "(" Qnqp="Cno cp"Ncy " I tqwr "		354.452"
Y krlco uqp'Eqwpv{ "	Y cwu'I wgttc'NNR=" " Vj g'I cmi j gt'Ncy " Hko =Hkdej " Nggdtqp'Eqr grpf " Dtki i u"		7; 2.773"
Y knqp'Eqwpv{ "	Rj kr r u'F gceqp" Rwtpgm'RNNE "		73.292"
Y knqp'Eqwpv{ 'O go qtken' J qur kcnF kxtkev'	Rj kr r u'F gceqp" Rwtpgm'RNNE "	Y knqp'Eqwpv{ "	JVDF _"
Y qqf 'Eqwpv{ "	Uko qp'I tggpuvqpg" Rcpvkg't'Dctvrgw." R0E0=O ctvlp'Y cmgt. R0E0		67.75; "
\ excre'Eqwpv{ "	P cr qrk'Uj nqrpkn' RNNE="Nwku'T0Xgtc" ('Cuqekvgu"		33.: 62"

Exhibit F

O CUVGT "HKG" P Q0423: /857: 9"

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	È"	
Æ "TG<VGZCU'QRKQÆ "NKVH CVKQP "	È"	
O F N'P q03: /257: "	È"	J CTTKUEQWP V[. VGZCU"
	È"	
<i>This Document Relates to All Cases</i>	È"	374ND'LWF ÆKCN'F KUVTKÈV"

CASE MANAGEMENT ORDER

Vj ku'Ecug'O cpci go gpv'Qtf gt "øEO Qö+uj cm'cr r n{ "vq'cm'r rckp'vhu'y kj "ecug'u'r gpf kpi "cu'qh']*Date of Final Court Approval of Settlement*_ci ckpu'F ghgpf cpw'cpf "vq'cm'pgy 'r rckp'vhu'kiki " ecuguch'vgt "vj cv'f cvg'ci ckpu'F ghgpf cpw' "eqmge'v'xgn{ . "øRrckp'vhu"qt "øRrckp'vhu"ö+."y j qug'erclo u'ctg" r gpf kpi "k'p'vj ku'eqqtf kpcv'gf 'r tqeggf kpi "cpf "pqv'tgrgcugf 'd{ "vj g'Ugwngo gpv'Ci tgggo gpv'k'p'vj ku'cev'kqp" gpvgtgf "k'p'v'qp"]*settlement date*_ "øUgwngo gpv'Ci tgggo gpv'ö+0Cu'wugf "j gtgk'p. "øF ghgpf cpw'ö'tghgtu'vq" Lqj puqp"("Lqj puqp."Lcpuugp'Rj cto cegw'k'ecnu."k'p'e0'Qt'vj q/O eP gk'Lcpuugp'Rj cto cegw'k'ecnu."k'p'e0' p'lnk'Lcpuugp'Rj cto cegw'k'ecnu."k'p'e0'P qtco eq."cpf "Lcpuugp'Rj cto cegw'k'ecnu."k'p'e0'p'lnk'Lcpuugp'Rj cto cegw'k'ecnu."k'p'e0'Rwtu'wcpv'vq"vj g'qtf gt "qh'vj g'Vgzcu'O wnkf kut'lev'Nk'ki cv'kqp'Rcp'gn'cm' uwdugs wgpv'tgr'cv'gf "cpf "ci /cn'ipi 'r tqeggf kpi u'k'ngf "k'p'vj g'U'cv'g'qh'Vgzcu'cpf "v'c'pu'ht'gtgf "vq'vj ku' O wnkf kut'lev'Nk'ki cv'kqp'Rtqeggf kpi .*In re: Texas Opioid Litigation.*"O F N'P q03: /257: . 'r gpf kpi " dgh'qtg'vj ku'E'qwt'v'cpf "f'qeng'v'gf "w'pf gt "O cu'vgt "Hkg" P q0423: /857: 9."uj cm'dg'uwdl'gev'vq'vj g'v'gto u'qh' vj ku'EO Q0""

I qqf 'ecwug'cr r gctkpi . 'k'ku'qtf gtgf "cu'hqmqy u<"

A. Filing of Amended Petitions

30 Gcej "Rrckp'vhu'y kj "cp'gz'k'v'k'pi "ecug'cu'qh']*Date of Final Court Approval of Settlement*_ "uj cm'h'kg'cpf "ugt'xg'qp'F ghgpf cpw'y kj k'p'p'k'p'v'v{ "ø, 2+"f'c{ u'qh'vj cv'f cvg'cp'Co gpf gf "

Petition satisfying the requirements of the Texas Rules of Civil Procedure and this CMO, if that Plaintiff's case is not dismissed with prejudice prior to this deadline pursuant to the Settlement Agreement. Plaintiff's counsel shall comply with Texas Rule of Civil Procedure 65 when filing any such Amended Petition.

2. The time for Defendants to file a response to a new Petition or Amended Petition shall not begin to run until after the receipt by counsel for the Defendants of the Case-Specific Expert Report(s) required pursuant to this CMO, and after the claims process is concluded as described in Section B.3 below, whichever is later.

D0 Rrc lpvllhuø'Rt qf wevlp' Tgs vlt go gpv'iq'Rt qf weg'Egt vclp'Ur gellhgf 'Kphqt o cvlqp' Cdqw'Vj glt

Enko u

1. **Rrc lpvllhuø'Rt qf wevlp' Tgs vlt go gpv** Each Plaintiff shall serve the following documents and/or information upon counsel for Defendants:

(a) **Hcev'Uj ggw** If not already completed, executed, and served, each Plaintiff shall serve upon the Defendants within the deadlines specified herein a completed copy of the Fact Sheet, attached as Exhibit A to this Case Management Order. Each Plaintiff that has already completed, executed, and served a compliant Fact Sheet shall serve upon the Defendants within the deadlines specified herein an updated Fact Sheet reflecting any material change in the facts underlying the Plaintiff's claims or shall affirm that no such material change applies. Simultaneously with its service of its Fact Sheet or affirmation, each Plaintiff shall serve upon Defendants a verified statement under oath setting forth how each element of their claims has not been resolved pursuant to the terms of the Settlement and the state and regional abatement fund provided therein.

*d+ Tgeqt f 'Rt qf wevkqp0

*k+ Gcej 'Rrckpvh'uj cml'r tqf weg'cml'tgeqt f u'gucdrkuj kpi 'vj g
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*k+ Gcej 'Rrckpvh'uj cml'r tqf weg'cml'tgeqt f u'uw r qt'v'kpi 'c'erclo 'hqt
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kgo k cvkqp'qh'cp { 'tgs wguvf 'pwkucpeg'cdcvgo gpv'tgrkgh'cpf 'gxkf gpeg'v'uw r qt'v'gcej 'eqo r qp'gpv'qh'
uwej 'tgrkgh0"

*k+ Gcej 'Rrckpvh'uj cml'r tqf weg'cml'tgeqt f u'uw r qt'v'kpi 'c'erclo 'qh
f co ci gu.'kpenw kpi 'c'ecvgi qtk cvkqp'cpf 'kgo k cvkqp'qh'erclo gf 'f co ci gu'cpf 'ecrewrcvku'cpf "
gxkf gpeg'hqt'gcej 'eqo r qp'gpv'qh'uwej 'f co ci gu0Gcej 'Rrckpvh'uj cml'cuq'ur gekh{ 'y j gy gt'vj g'cmgi gf "
co qpw'y gtg'r ckl "qt'tgko dwtugf 'vj tqwi j 'c'i tcpv.'kpuwcepeg."qt'qvj gt'vj kf /r ctv{ 'uqwtg'cpf 'r tqxkf g"
tgeqt f u'gxkf gpekpi 'uwej 'r c { o gpv'qt'tgko dwtugo gpv0

*x+ Hqt'cp { 'qvj gt'tgrkgh'kpxqrkpi 'vj g'g'zr gpf kwtg'qh'bo qpg { .
kpenw kpi 'g'zr gpf kwtgu'hqt'vj g'r tqxkukqp'qh'ugt'x'kegu."gcej 'Rrckpvh'uj cml'ur gekh{ 'vj g'gpv'kku'vj cv'y kni'
o cng'vj g'g'zr gpf kwtgu.'y j gp'cpf 'j qy 'h'ipi 'vj qug'gpv'kku'y kni'o cng'vj g'g'zr gpf kwtgu.'cpf 'vj g'pcwtg"
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r tqf weg'cml'f qewo gpv'tgrkgh'w'qp'k'kf gpv'h{ kpi "qt'ecrewrcvku'vj g'erclo gf 'tgrkgh0"

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k'p'k'gevn{ 'w'qp'cmgi gf n{ 'vppgeguuct { 'r t'guetr v'kpu'uj cml'f gpv'h{ 'vj qug'r t'guetr v'kpu.'v'y j qo 'cpf "
d { 'y j qo 'vj g'r t'guetr v'kpu'y gtg'y tkwgp.'vj g'r j cto ce { 'vj cv'h'kngf "gcej 'uwej 'r t'guetr v'kqp.'y j gy gt "
vj g'Rrckpvh'y cu'tgko dwtugf 'hqt'vj go .'cpf 'vj g'Rrckpvh'u'dcuku'hqt'kf gpv'h{ kpi 'vj g'r t'guetr v'kpu0"

(c) **CHH c xk0**An affidavit signed by each Plaintiff and its counsel (i) attesting that the Plaintiff has complied with all requirements of the Fact Sheet attached as Exhibit A to this Case Management Order; (ii) attesting that records have been collected in compliance with this CMO; and (iii) attesting that all records collected have been produced pursuant to this CMO. If any of the documents or records described in this Section B do not exist, the signed affidavit by the Plaintiff and its counsel shall state that fact and the reasons, if known, why such materials do not exist.

(d) **Gzr gt vTgr qt v0**Each Plaintiff shall serve on counsel for Defendants a case-specific expert report or reports executed by a qualified expert, under oath, and subject to the penalties of perjury (a “Case-Specific Expert Report”). The Case-Specific Expert Report shall include all matter required to comply with Texas Rule of Civil Procedure 195, Texas law, and at least:

- (i) *Rrc kp vHhu'Kplqt o cvkqp*. The Plaintiff’s name;
- (ii) *Gzr gt v0'Kplqt o cvkqp*. The name, professional address, and curriculum vitae of the expert, including a list of all publications authored by the expert within the preceding ten (10) years, and the foundation for the expert’s opinion in relation to the expert’s professional experience;
- (iii) *Rrc kp vHhu'Tgeqt fu*. All records reviewed by the expert in preparation of the Case-Specific Expert Report;
- (iv) *Tgr kpeg'O cvgt knu*. All materials relied on by the expert in preparation of the Case-Specific Expert Report;
- (v) *Nqec vkqp u*. If the Plaintiff is asserting a public nuisance claim, the location(s) where the Plaintiff alleges a public nuisance exists, including with specificity how

Rrckpvhj'j cu'dggp"chgevgf "d{ "uwej "r wdrke "pwkucpeg"cpf "eqr kgu"qh'f qewo gpw'tgrkgf "wr qp."kh'cp{ ."cu"
gxkf gpeg"qh'uwej "cmgi gf "ghge0"

*xk+ Uwdlgeu'qhTgrqt v'u+0Vj g'Ecug/Ur gekhe'Gzr gtv'Tgr qt v'u+
o wu'eqmgevkgn{ 'kpenmf g'cm'bo cwgtu'qp'y j lej 'vj g'gzr gt v'u+'kpvpgf 'vq'tgn{ .'kpenmf kpi "dw'pqv'iko kgf "
vq'vj g'hqmgy kpi <"

*3+ Y j gjv gt 'vj g'Rrckpvhj'j'au'tgeqtf u'tgxkgy gf "d{ 'vj g
gzr gt v'u+'kpf kecvg'vj cv'vj g'Rrckpvhj'j'au'tgeqtf "cp{ 'kplwt { "qt'f co ci g'cpf . 'kh'uq.'vj g'pcwtg'qh'vj g'cmgi gf "
kplwt { "qt'f co ci g="

*4+ Y j gjv gt 'vj g'Rrckpvhj'j'au'tgeqtf u'tgxkgy gf "d{ 'vj g
gzr gt v'u+'kpf kecvg'vj g'gzrkvgepg'qh'c'pwkucpeg"cpf . 'kh'uq.'vj g'pcwtg'qh'vj g'pwkucpeg="

*5+ Y j gjv gt 'vj g'Rrckpvhj'j'au'tgeqtf u'tgxkgy gf "d{ 'vj g
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eqpf wev="

*6+ Cp"qr kpkqp'vj cv'vj gtg'ku'kp'hcev'c'ecwucn'tgrv'kqpuj kr
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Rrckpvhj'j'kpenmf kpi "cp{ "ocdcvgo gpw'tgrkgf "f co ci gu."cpf "ucwwqt { "r gpcnkgu."y kj "ur gekhe"
ecrewv'kqpu'cpf "gxkf gpeg'ht'gcej "eqo r qpgpv'qh'uwej "tgrkgf "r tgr ctgf "cpf "uy qtp kchko gf "vq'd{ "
uwej "gzr gt v'cpf "uwdlgeu'vq'vj g'r gpcnkgu'qh'r gtlwt { 0'

2. **Deadline to comply.**

(a) For each Plaintiff with claims pending against Defendants as of the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the date such Plaintiff elects not to settle its claims, whichever is sooner.

(b) For each Plaintiff with claims newly filed in or transferred to this proceeding against Defendants after the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the case is filed in or transferred to this proceeding.

3. **Failure to comply.**

(a) *Notice of Non-Compliance and Opportunity to Cure.* If any Plaintiff fails to comply with any provision of this Order, Defendants shall provide Plaintiff written notice of such non-compliance (“Notice of Non-Compliance”) specifying the non-compliance. Upon receipt of a Notice of Non-Compliance, Plaintiff shall have sixty (60) days to cure its non-compliance specified in the Notice of Non-Compliance. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to Defendants, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff’s petition, shall be held in abeyance.

(b) *Failure to Cure.* If, after the passage of sixty (60) days of service of a Notice of Non-Compliance, a Plaintiff fails to cure its non-compliance, upon application by the Defendants, the Plaintiff’s claims, as well as any derivative claim(s), will be dismissed with prejudice as against Defendants.

(c) *Extensions of Time.* The Court, on motion and for good cause shown, may order an extension of the time to comply with this Order.

C. Discovery on Statute of Limitations and Other Time-Based Defenses

1. Plaintiffs must, within the time frames established by Section B.2, serve upon counsel for the Defendants an affidavit signed by the Plaintiff and its counsel providing the following information: (1) the date the Plaintiff first learned that the harms alleged in its petition may be related to Defendants' conduct; (2) how the Plaintiff first learned the harms alleged in its petition may be related to Defendants' conduct; (3) the date the Plaintiff first spoke to or corresponded with an attorney about potential litigation in this matter; and (4) the date the Plaintiff first retained counsel for litigation in this matter. Defendants are permitted to serve written discovery on each Plaintiff related to these topics (and others), and each such Plaintiff must respond to the discovery prior to any depositions related to these topics, provided that the Plaintiff shall have at least thirty (30) days to respond to such discovery.

D. Case-Specific Discovery and Related Dispositive Motion Practice

1. If a Plaintiff complies with the production requirements outlined above in Sections B and C, then the Parties, as applicable, shall submit a proposed Scheduling Order to the Court that: (a) grants the Parties one-hundred and eighty (180) days from the entry of the Scheduling Order to conduct discovery on issues raised by the productions; and (b) sets a briefing schedule that gives the Parties forty-five (45) days from the close of discovery for the Parties to submit summary judgment motions and *Daubert/Robinson* motions, twenty-eight (28) days for responses, and twenty-eight (28) days for replies.

2. During such discovery, the Parties are permitted to: serve written discovery related to the issues raised by the productions specific to the Plaintiff and take the depositions of both fact and expert witnesses for the Plaintiff for up to seven hours each, with counsel for Defendants questioning first at each deposition. If a Plaintiff serves any written discovery upon

Defendants, the Parties shall meet and confer about an appropriate deadline for responding to such discovery, which deadline shall be at least sixty (60) days after service of such discovery. The Court's use of the term "specific to the Plaintiff" is intended to express the Court's intention not to permit additional "generic" discovery against the Defendant at this time. No other depositions may be taken during the expedited discovery period absent prior leave granted by the Court upon a showing of good cause.

3. If a case survives the Defendant's summary judgment motions, the Court will set a Case Management Conference to determine whether any non-duplicative discovery is necessary and to discuss other case management issues. Discovery with regard to any other defendants will be addressed at this time as well. The filing and briefing of summary judgment motions and *F c w d g t v I I q d k p u q p* motions after the expedited discovery discussed above shall not prejudice or otherwise foreclose the opportunity for any Party or other defendant to file later, non-duplicative summary judgment and *F c w d g t v I I q d k p u q p* motions after completing full fact and expert discovery. The Court's use of the term "non-duplicative" is intended to express the Court's intention not to permit later summary judgment motions concerning topics addressed in summary judgment motions filed at the conclusion of the expedited discovery period or *F c w d g t v I I q d k p u q p* motions concerning witnesses addressed in *F c w d g t v I I q d k p u q p* motions filed at the conclusion of the expedited discovery period.

4. The foregoing provisions do not preclude any Party or other defendant from filing non-duplicative dispositive motions, including motions relating to personal jurisdiction.

SO ORDERED.

Dated: _____

Hon. Robert K. Schaffer
Presiding Judge

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: _____

CITY OF ROCKWALL
RESOLUTION NO. 21-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH IN THE STATE OF TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on May 13, 2020, the State of Texas, through the Texas 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. The Texas Term Sheet is attached hereto as **Exhibit "A"** and incorporated to this Resolution for all purposes; and

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

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

SECTION 1. The City of Rockwall City Council supports the adoption and approval the Texas Term Sheet in its entirety.

SECTION 2. The City of Rockwall City Council Finds as follows:

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

SECTION 3. Said Resolution was adopted by the City Council at a properly posted city council meeting and is effective upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 1st DAY OF NOVEMBER, 2021.

ATTEST:

Kevin Fowler, Mayor

Kristy Cole, City Secretary



City of Rockwall
The New Horizon

Building Inspections Department Monthly Report

September 2021

Permits

Total Permits Issued:	272
Building Permits:	11
Contractor Permits:	261
Total Commercial Permit Values:	\$1,762,852.11
Building Permits:	\$287,700.00
Contractor Permits:	\$1,475,152.11
Total Fees Collected:	\$476,935.40
Building Permits:	\$58,773.16
Contractor Permits:	\$418,162.24

Board of Adjustment

Board of Adjustment Cases: 0

10/1/2021
8:12:09AM

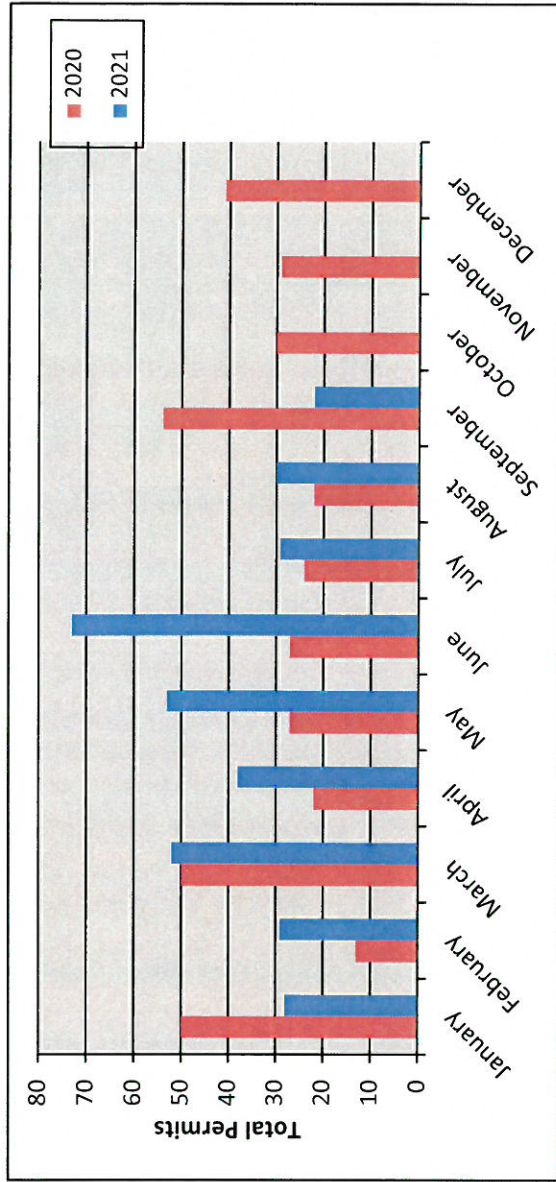
City of Rockwall
PERMITS ISSUED - Summary by Type and Subtype
For the Period 9/1/2021 to 9/30/2021

Type/Subtype	# of Permits Issued	Valuation of Work	Fees Charged
Commercial Building Permit	39	\$1,762,852.11	\$63,480.02
Accessory Building Permit	1	1,500.00	\$82.11
Certificate of Occupancy	9		\$607.50
Electrical Permit	2	9,000.00	\$182.33
Irrigation Permit	1		\$76.50
New Construction	1	286,200.00	\$50,894.50
Plumbing Permit	8	28,752.11	\$799.34
Pool	1		\$306.00
Remodel	8	1,411,500.00	\$9,659.64
Sign Permit	6	25,900.00	\$535.50
Small Cell Node	1		\$30.60
Temporary Certificate of Occupancy	1		\$306.00
Residential Building Permit	233		\$413,455.38
Accessory Building Permit	6		\$430.04
Concrete Permit	8		\$899.89
Demolition	2		\$102.00
Driveway Permit	2		\$428.40
Electrical Permit	13		\$1,220.61
Fence Permit	33		\$1,676.00
Irrigation Permit	15		\$1,146.00
Mechanical Permit	20		\$2,241.50
New Construction	2		\$7,315.51
New Multifamily Residential	1		\$271,147.23
New Single Family Residential	19		\$113,767.27
Outdoor Kitchen Permit	1		\$51.00
Patio Cover/Pergola	11		\$1,576.50
Plumbing Permit	34		\$2,649.00
Pool	16		\$2,515.50
Remodel	5		\$2,120.49
Roofing Permit	27		\$2,061.00
Solar Panel Permit	4		\$1,342.44
Takeline - Boat House	1		\$51.00
Takeline - Seawall	2		\$102.00
Temporary Construction Trailer	1		\$102.00
Window & Door Permit	10		\$510.00
Totals:	272		\$476,935.40

New Residential Permits

Calendar Year

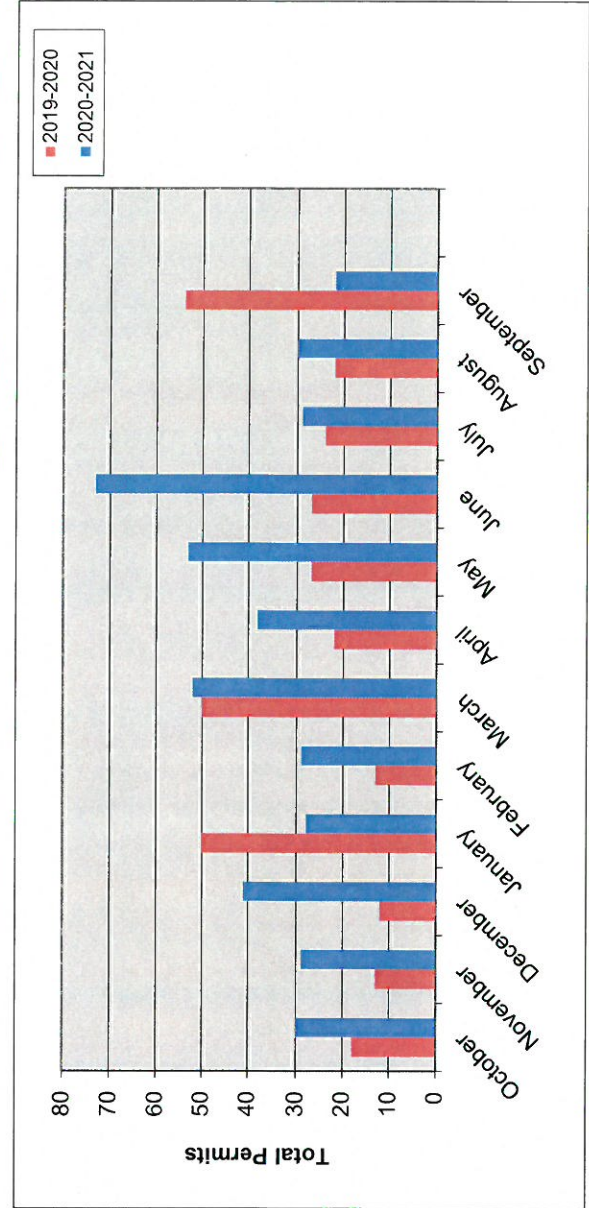
	Year	
	2020	2021
January	50	28
February	13	29
March	50	52
April	22	38
May	27	53
June	27	73
July	24	29
August	22	30
September	54	22
October	30	
November	29	
December	41	
Totals	389	354



New Residential Permits

Fiscal Year

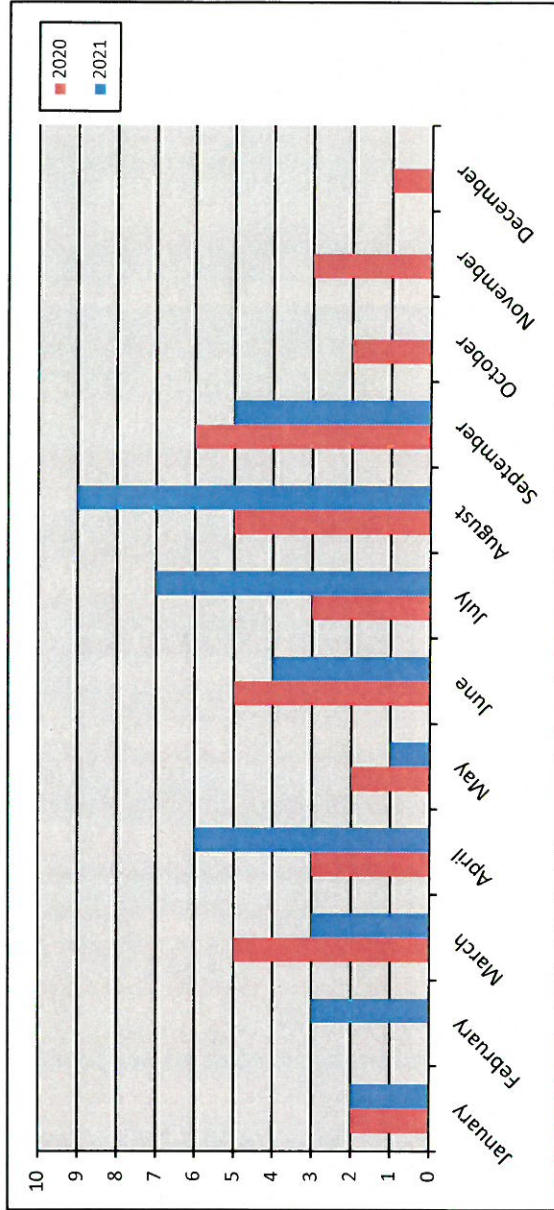
	Year	
	2019-2020	2020-2021
October	18	30
November	13	29
December	12	41
January	50	28
February	13	29
March	50	52
April	22	38
May	27	53
June	27	73
July	24	29
August	22	30
September	54	22
Totals	332	454



Residential Remodel Permits

Calendar Year

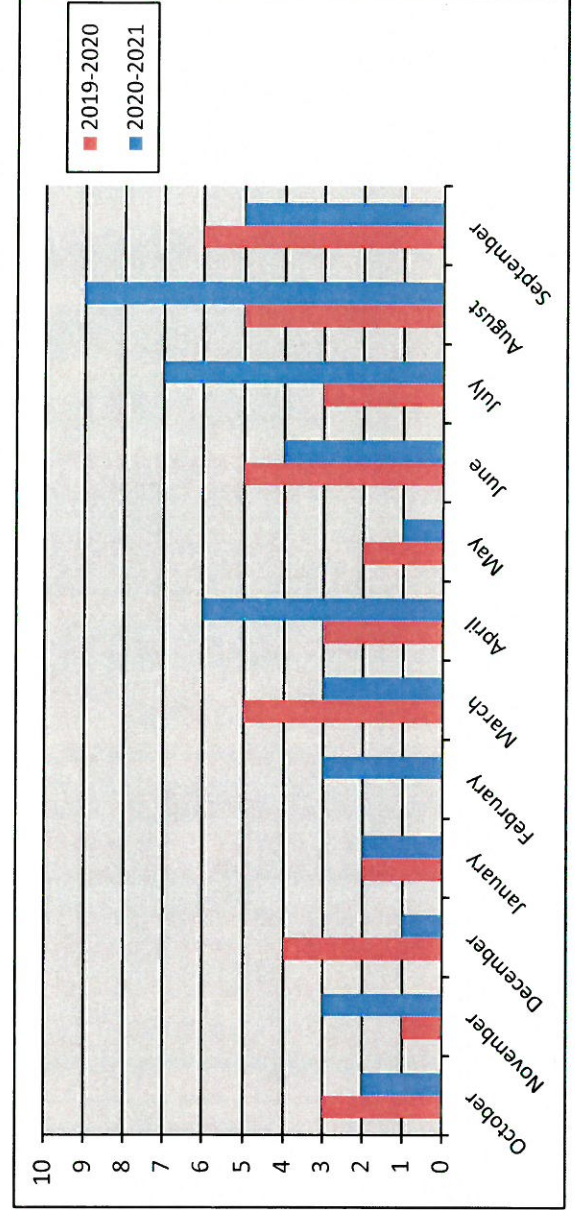
	Year	
	2020	2021
January	2	2
February	0	3
March	5	3
April	3	6
May	2	1
June	5	4
July	3	7
August	5	9
September	6	5
October	2	
November	3	
December	1	
Totals	37	40



Residential Remodel Permits

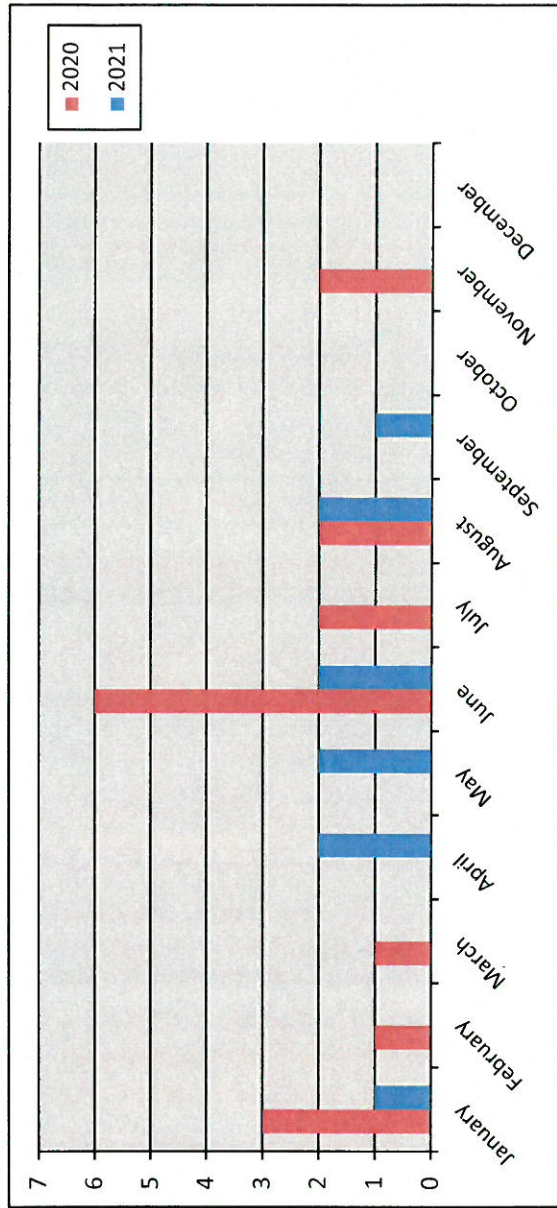
Fiscal Year

	Year	
	2019-2020	2020-2021
October	3	2
November	1	3
December	4	1
January	2	2
February	0	3
March	5	3
April	3	6
May	2	1
June	5	4
July	3	7
August	5	9
September	6	5
Totals	39	46



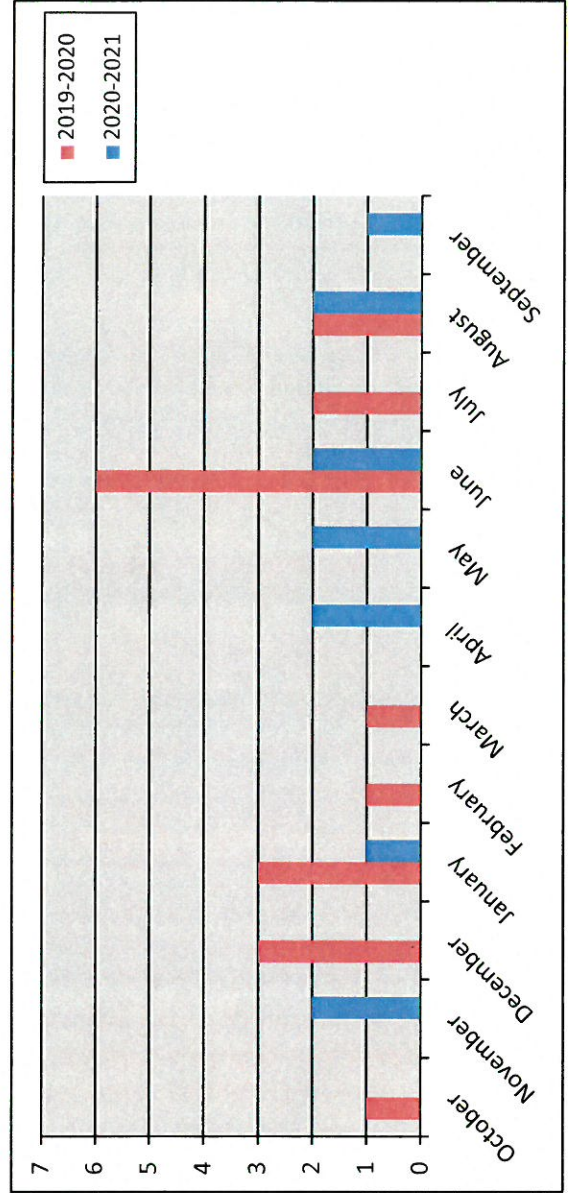
New Commercial Permits Calendar Year

	Year	
	2020	2021
January	3	1
February	1	0
March	1	0
April	0	2
May	0	2
June	6	2
July	2	0
August	2	2
September	0	1
October	0	
November	2	
December	0	
Totals	17	10



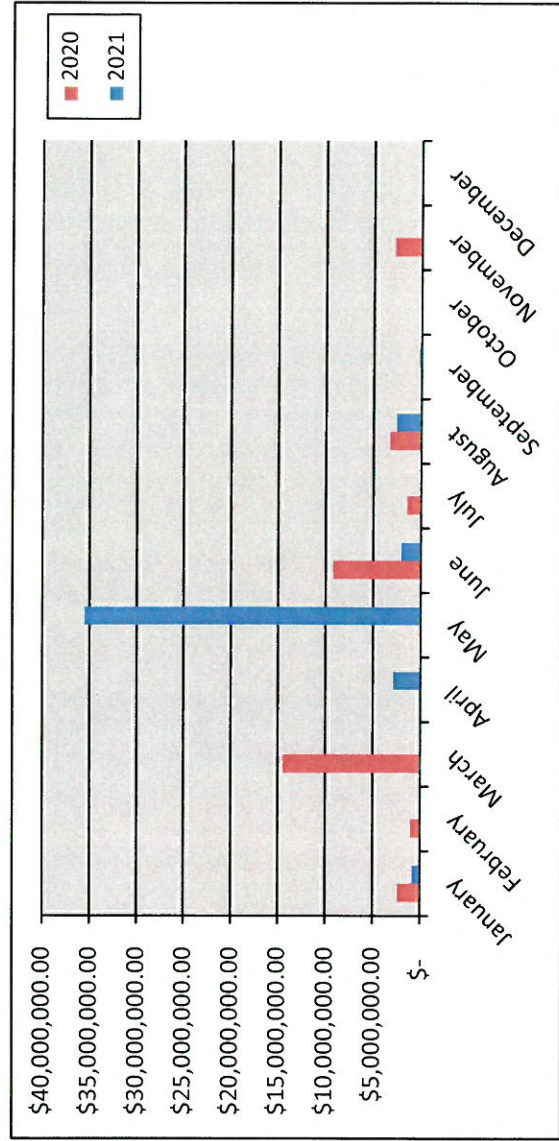
New Commercial Permits Fiscal Year

	Year	
	2019-2020	2020-2021
October	1	0
November	0	2
December	3	0
January	3	1
February	1	0
March	1	0
April	0	2
May	0	2
June	6	2
July	2	0
August	2	2
September	0	1
Totals	19	12



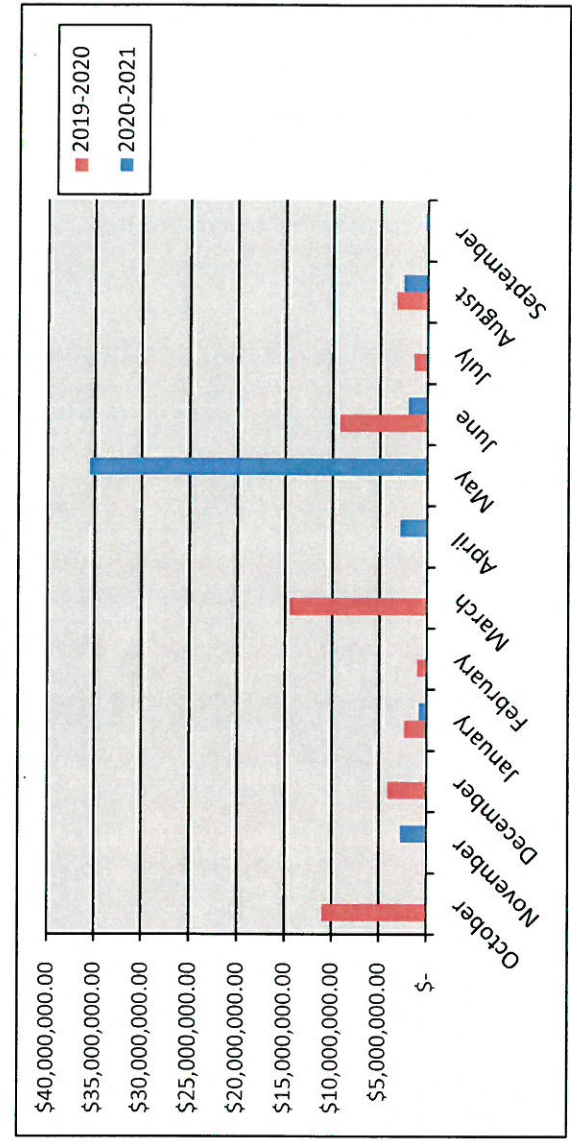
New Commercial Value Calendar Year

	Year	
	2020	2021
January	\$ 2,375,000.00	\$ 885,000.00
February	\$ 995,000.00	-
March	\$ 14,500,000.00	-
April	-	\$ 2,900,000.00
May	\$ 9,244,001.00	\$ 35,500,000.00
June	\$ 1,445,000.00	\$ 2,080,000.00
July	\$ 3,284,065.00	\$ 2,650,000.00
August	\$ -	\$ 286,200.00
September	\$ -	-
October	\$ 2,800,000.00	-
November	\$ -	-
December	\$ -	-
Totals	\$ 34,643,066.00	\$ 44,301,200.00



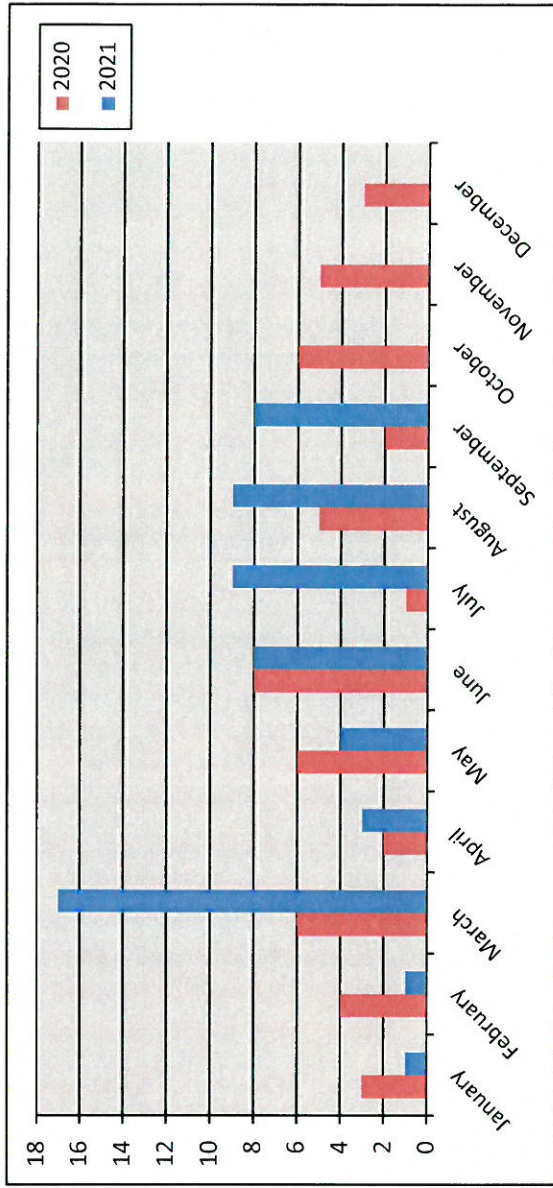
New Commercial Value Fiscal Year

	Year	
	2019-2020	2020-2021
October	\$ 11,000,000.00	\$ -
November	\$ -	\$ 2,800,000.00
December	\$ 4,100,000.00	\$ -
January	\$ 2,375,000.00	\$ 885,000.00
February	\$ 995,000.00	\$ -
March	\$ 14,500,000.00	\$ -
April	-	\$ 2,900,000.00
May	\$ 9,244,001.00	\$ 35,500,000.00
June	\$ 1,445,000.00	\$ 2,080,000.00
July	\$ 3,284,065.00	\$ 2,650,000.00
August	\$ -	\$ 286,200.00
September	\$ -	-
Totals	\$ 46,943,066.00	\$ 47,101,200.00



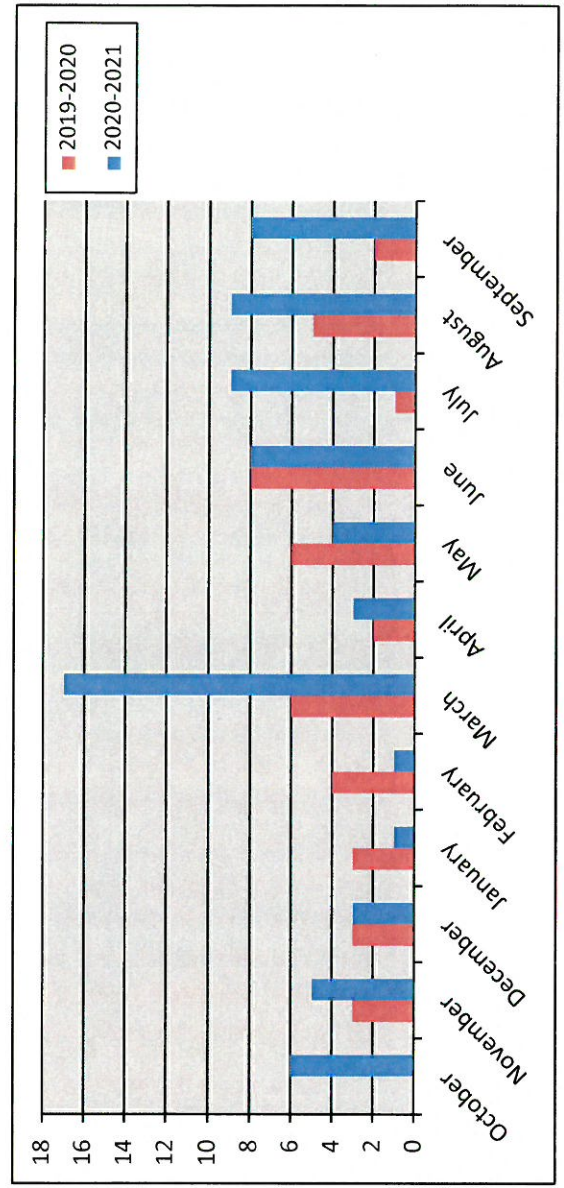
Commercial Remodel Permits Calendar Year

	Year	
	2020	2021
January	3	1
February	4	1
March	6	17
April	2	3
May	6	4
June	8	8
July	1	9
August	5	9
September	2	8
October	6	
November	5	
December	3	
Totals	51	60



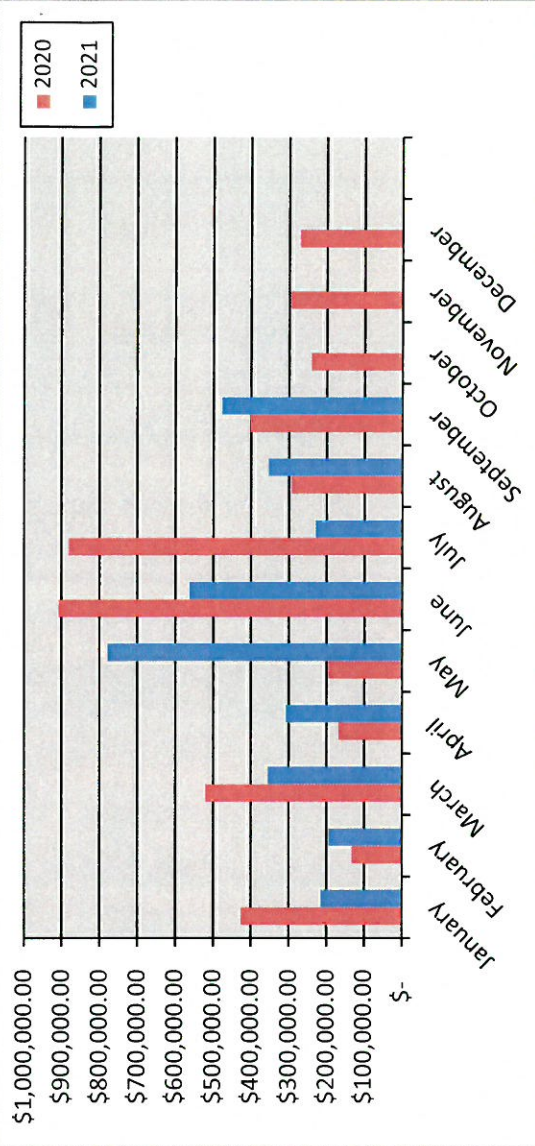
Commercial Remodel Permits Fiscal Year

	Year	
	2019-2020	2020-2021
October	0	6
November	3	5
December	3	3
January	3	1
February	4	1
March	6	17
April	2	3
May	6	4
June	8	8
July	1	9
August	5	9
September	2	8
Totals	43	74



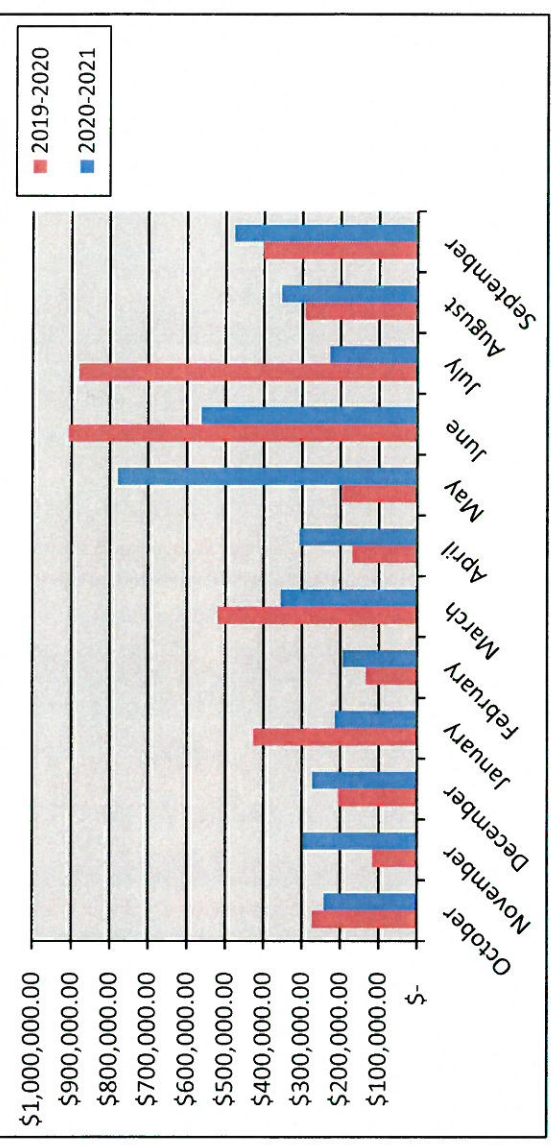
Total Fees Collected Calendar Year

	Year	
	2020	2021
January	\$ 427,697.11	\$ 214,263.11
February	\$ 134,061.03	\$ 193,245.03
March	\$ 521,238.63	\$ 354,901.19
April	\$ 169,632.18	\$ 306,654.35
May	\$ 196,119.77	\$ 778,422.17
June	\$ 906,969.19	\$ 561,245.38
July	\$ 880,396.43	\$ 228,777.52
August	\$ 294,303.58	\$ 353,601.69
September	\$ 401,730.63	\$ 476,935.40
October	\$ 242,859.42	
November	\$ 296,217.55	
December	\$ 272,486.48	
Totals	\$ 4,743,712.00	\$ 3,468,045.84



Total Fees Collected Fiscal Year

	Year	
	2019-2020	2020-2021
October	\$ 274,121.49	\$ 242,859.42
November	\$ 116,656.13	\$ 296,217.55
December	\$ 205,859.61	\$ 272,486.48
January	\$ 427,697.11	\$ 214,263.11
February	\$ 134,061.03	\$ 193,245.03
March	\$ 521,238.63	\$ 354,901.19
April	\$ 169,632.18	\$ 306,654.35
May	\$ 196,119.77	\$ 778,422.17
June	\$ 906,969.19	\$ 561,245.38
July	\$ 880,396.43	\$ 228,777.52
August	\$ 294,303.58	\$ 353,601.69
September	\$ 401,730.63	\$ 476,935.40
Totals	\$ 4,528,785.78	\$ 4,279,609.29



For the Period 9/1/2021 to 9/30/2021

Permit Number	Permit Type	Site Address	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number		
Issue Date	Status of Permit	Subdivision Name	Total SQFT	
		Plan Number	Valuation	
COM2020-3945	Commercial Building Permit			
10/02/2020	Certificate of Occupancy	103 S SAN JACINTO ST,	\$75.00	\$75.00
09/30/2021	ISSUED	ROCKWALL, 75087	750.00	

Contact Type	Contact Name	Contact Address			
Business Owner	Denise Webb	103 S. San Jacinto St.	Rockwall	TX	75087
Property Owner	Greg Fox	160 Bay Crest Trail	Heath	TX	75087

Contractors

COM2021-4051	Commercial Building Permit			
07/29/2021	Certificate of Occupancy	3035 RIDGE RD, S. 103,	\$76.50	\$76.50
09/08/2021	ISSUED	ROCKWALL, TX 75032	1,200.00	

Contact Type	Contact Name	Contact Address			
Business Owner	Nhung Nguyen	3035 Ridge Rd, Suite 103	Rockwall	TX	75032
Property Owner	Quine & Associates Inc	301 S Sherman St, #100	Richardson	TX	75081

Contractors

COM2021-4068	Commercial Building Permit			
07/30/2021	Certificate of Occupancy	2861 RIDGE RD. #101,	\$76.50	\$76.50
09/08/2021	ISSUED	ROCKWALL, TX 75087	5,000.00	

Contact Type	Contact Name	Contact Address			
Business Owner	DAN BARBARA	2861 RIDGE RD. #101	Rockwall	TX	75087
Property Owner	STEGER TOWNE CROSSING	12740 HILLCREST RD.	Dallas	TX	75230

Contractors

COM2021-4322	Commercial Building Permit			
08/12/2021	Certificate of Occupancy	1905 ALPHA DR, SUITE	\$76.50	\$76.50
09/13/2021	ISSUED	180, ROCKWALL, TX 75087	4,821.00	

Contact Type	Contact Name	Contact Address			
Business Owner	Taylor Johnson	1905 Alpha Dr, Suite 180	Rockwall	TX	75087
Property Owner	ROCKWALL URBAN INDUSTRIAL LP	13150 COIT RDM STE 205	Dallas	TX	75240

Contractors

COM2021-4357	Commercial Building Permit			
08/13/2021	Certificate of Occupancy	2800 DISCOVERY BLVD,	\$75.00	\$75.00
09/16/2021	ISSUED	ROCKWALL, 75032	2,398.00	

PERMITS ISSUED

For the Period 9/1/2021 to 9/30/2021

Permit Number	Permit Type	Site Address	Parcel Number	Total Fees	
Application Date	Subtype	Subdivision Name			
Issue Date	Status of Permit	Plan Number	Valuation	Total SQFT	Fees Paid
Contact Type					
Contact Name	Contact Address				
Business Owner	L3 Harris ComCept	2800 Discovery Blvd	Rockwall	TX	75032
Property Owner	TREADWELL FAMILY TRUST & JANIEKS FAMILY TRUST	5161 VISTA MIGUEL DR	LA CANADA	CA	91011
Contractors					
COM2021-4836	Commercial Building Permit			\$76.50	\$76.50
09/03/2021	Certificate of Occupancy	951 E INTERSTATE 30,			
09/30/2021	ISSUED	SUITE 105, ROCKWALL, TX 75087		1,682.00	
Contact Type					
Contact Name	Contact Address				
Business Owner	Desmond Jimerson	951 E Interstate30, Suite 105	Rockwall	TX	75087
Property Owner	Rockwall Crossing, LTD.	2100 West 7th St.	Fort Worth	TX	76107
Contractor	DAVID MIANK				
Contractors					
COM2021-5044	Commercial Building Permit			\$75.00	\$75.00
09/14/2021	Certificate of Occupancy	1789 E INTERSTATE 30,			
09/28/2021	ISSUED	ROCKWALL, 75087		8,000.00	
Contact Type					
Contact Name	Contact Address				
Business Owner	DAVID BUXTON	1789 E INTERSTATE 30	ROCKWALL	TX	75087
Property Owner	DONNA PRICHARD, TRUSTEE	1610 SHORES BLVD	ROCKWALL	TX	75087
Contractors					
COM2021-5100	Commercial Building Permit			\$306.00	\$306.00
09/16/2021	Temporary Certificate of Occupancy	1203 SIGMA CT,			
09/16/2021	ISSUED	ROCKWALL, 75087		11,468.00	
Contact Type					
Contact Name	Contact Address				
Business Owner	STATE OF TEXAS	PO BOX 13047	Austin	TX	78711
Property Owner	SVEA REAL ESTATE GROUP	1614 LAVACA ST.	Austin	TX	78701
Contact	Jana Torres	Leasing Agent			
Contractors					
COM2021-5154	Commercial Building Permit			\$76.50	\$76.50
09/20/2021	Certificate of Occupancy	2901 RIDGE RD, SUITE			
09/28/2021	ISSUED	101, ROCKWALL, TX 75032		2,700.00	

PERMITS ISSUED

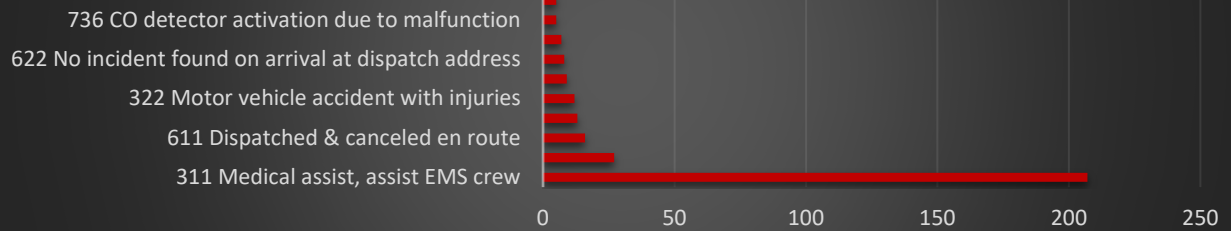
For the Period 9/1/2021 to 9/30/2021

Permit Number	Permit Type	Site Address	Total Fees		
Application Date	Subtype	Parcel Number	Valuation	Total SQFT	Fees Paid
Issue Date	Status of Permit	Subdivision Name			
Plan Number					
Contact Type	Contact Name	Contact Address			
Business Owner	MOD SUPERAST PIZZA, LLC.	PO BOX 6939	Bellevue	WA	98008
Property Owner	SDI REALTY	712 MAIN ST. #29	Houston	TX	77002
Contractors					
COM2021-5380	Commercial Building Permit				
09/29/2021	Certificate of Occupancy	1505 AIRPORT RD.,		\$75.00	\$0.00
09/29/2021	ISSUED	SUITE 300, ROCKWALL, TX 75087		3,949.00	
Contact Type	Contact Name	Contact Address			
Business Owner	HECTOR FLORENCIA	1505 AIRPORT RD. SUITE 300	Rockwall	TX	75087
Property Owner	STEVE ARZE, MD	929 ANNA CADE RD.	Rockwall	TX	75087
Contractors					
			Total Valuation:		
			Total Fees: \$988.50		
			Total Fees Paid: \$913.50		



September 2021 Monthly Report

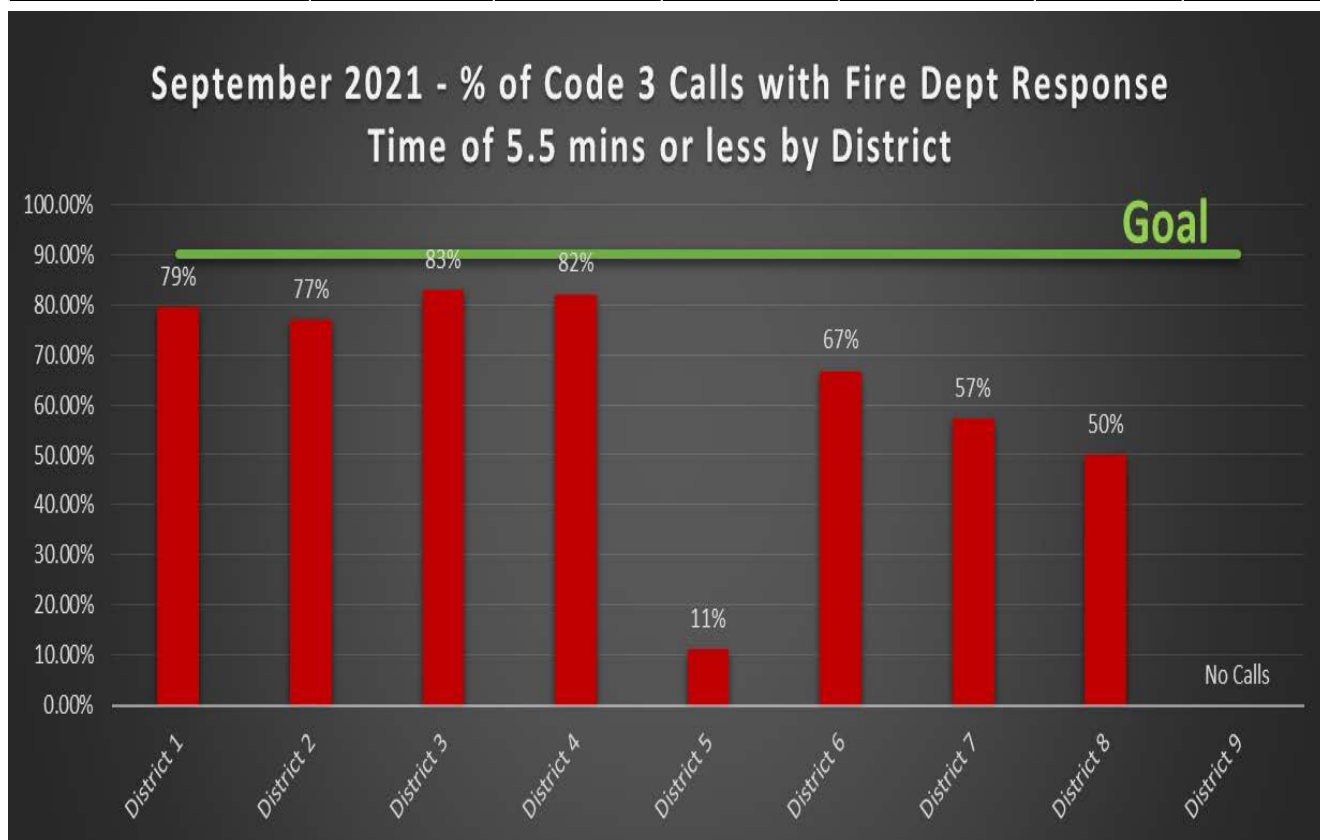
Top 10 Call Types



Incident Types	Incident Count
311 Medical assist, assist EMS crew	207
324 Motor vehicle accident with no injuries.	27
611 Dispatched & canceled en route	16
412 Gas leak (natural gas or LPG)	13
322 Motor vehicle accident with injuries	12
745 Alarm system activation, no fire - unintentional	9
622 No incident found on arrival at dispatch address	8
550 Smoke Detector Battery Change/Install	7
736 CO detector activation due to malfunction	5
743 Smoke detector activation, no fire - unintentional	5
733 Smoke detector activation due to malfunction	4
735 Alarm system sounded due to malfunction	3
520 Water problem, other	3
700 False alarm or false call, other	3
511 Lock-out	3
440 Electrical wiring/equipment problem, other	2
651 Smoke scare, odor of smoke	2
561 Unauthorized burning	2
361 Swimming/recreational water areas rescue	2
365 Watercraft rescue	2
531 Smoke or odor removal	2
661 EMS call, party transported by non-fire agency	1
571 Cover assignment, standby, moveup	1
121 Fire in mobile home used as fixed residence	1
751 Biological hazard, malicious false report	1
160 Special outside fire, other	1
444 Power line down	1
113 Cooking fire, confined to container	1
150 OTHER Outside rubbish fire	1
142 Brush or brush-and-grass mixture fire	1
151 Outside rubbish, trash or waste fire	1
143 Grass fire	1
522 Water or steam leak	1
352 Extrication of victim(s) from vehicle	1
740 Unintentional transmission of alarm, other	1
112 Fires in structure other than in a building	1
331 Lock-in (if lock out , use 511)	1
323 Motor vehicle/pedestrian accident (MV Ped)	1
154 Dumpster or other outside trash receptacle fire	1
744 Detector activation, no fire - unintentional	1
551 Assist police or other governmental agency	1
342 Search for person in water	1
542 Animal rescue	1
441 Heat from short circuit (wiring), defective/worn	1
111 Building fire	1
442 Overheated motor	1
Grand Total	362

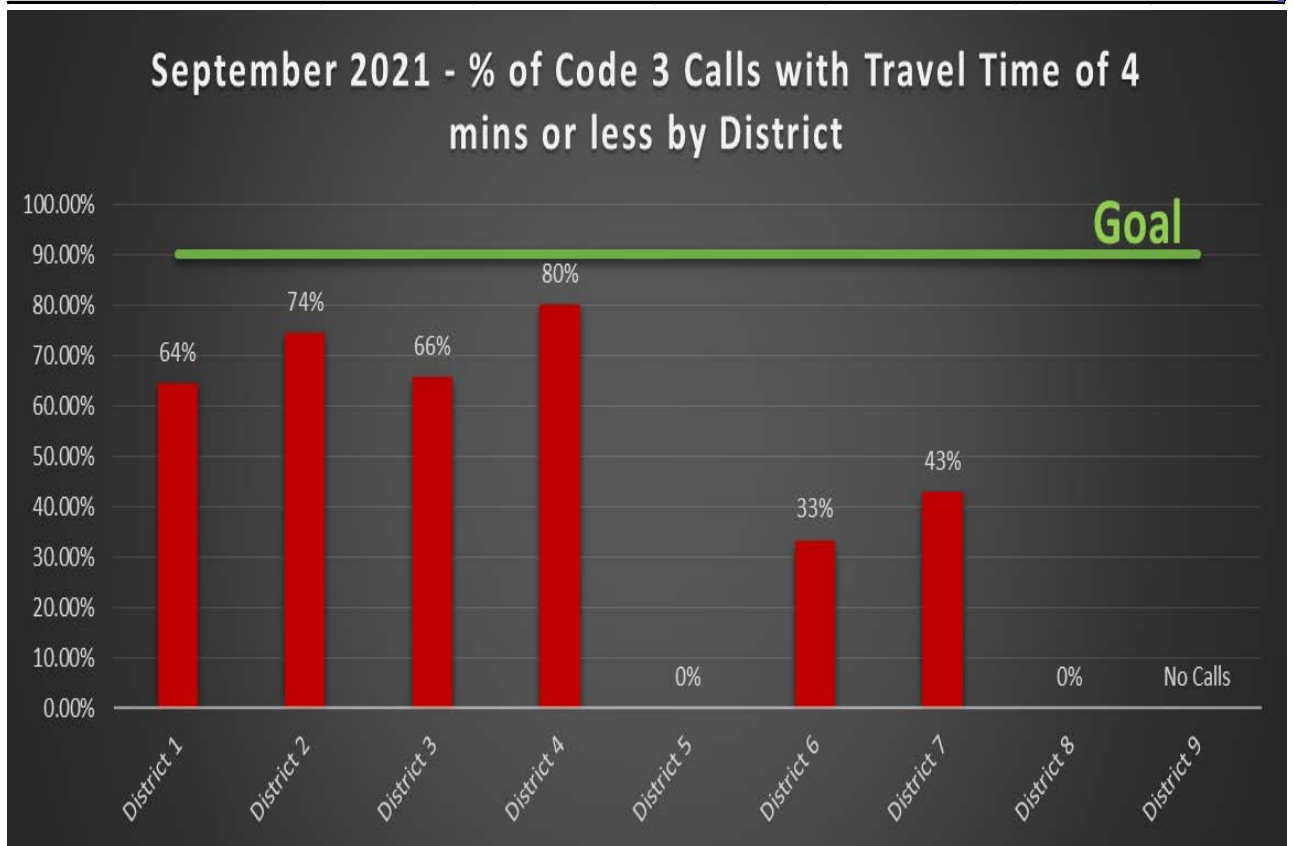
September 2021 Dispatch to Arrival Analysis

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 5.5 mins or Less	Average FD Response Time Minutes	% in 5.5 min or less	Goal of 90%
District 1	87	31%	69	0:04:25	79%	90%
District 2	86	31%	66	0:04:41	77%	90%
District 3	35	13%	29	0:04:57	83%	90%
District 4	50	18%	41	0:04:19	82%	90%
District 5	9	3%	1	0:06:55	11%	90%
District 6	3	1%	2	0:05:11	67%	90%
District 7	7	3%	4	0:05:21	57%	90%
District 8	2	1%	1	0:06:36	50%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	279	100%	213	0:04:41	76%	90%



September 2021 Travel Time by District

District	Total Number of Calls	Percent of Runs per District	Number of Calls in 4 or Less	Average Travel Time Minutes	% in 4 min or less	Goal of 90%
District 1	87	31%	56	0:03:24	64%	90%
District 2	86	31%	64	0:03:38	74%	90%
District 3	35	13%	23	0:04:04	66%	90%
District 4	50	18%	40	0:03:13	80%	90%
District 5	9	3%	0	0:05:47	0%	90%
District 6	3	1%	1	0:04:42	33%	90%
District 7	7	3%	3	0:04:21	43%	90%
District 8	2	1%	0	0:05:49	0%	90%
District 9	0	0%	0	0:00:00	No Calls	90%
Department	279	100%	187	0:03:39	67%	90%





Total Dollar Losses

September 2021



City of Rockwall
The New Horizon

Rockwall Fire Department

Print Date/Time: 10/13/2021 14:15
Login ID: rck\ihatcher
Layer: All
Areas: All

ORI Number: TX504
Incident Type: All
Station: All

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$5,000.00	\$1,000.00	\$8,500.00	\$243,350.00	\$232,614.00
Total Content Loss:	\$0.00	\$12,000.00	\$1,500.00	\$96,600.00	\$144,453.00
Total Property Pre-Incident Value:	\$103,300.00	\$0.00	\$0.00	\$27,709,429.00	\$31,130,412.00
Total Contents Pre-Incident Value	\$50,000.00	\$0.00	\$0.00	\$11,157,699.60	\$1,418,730.00
Total Losses:	\$5,000.00	\$13,000.00	\$10,000.00	\$339,950.00	\$5,000.00
Total Value:	\$153,300.00	\$0.00	\$0.00	\$38,867,128.60	\$32,549,142.00



Fire Marshal Division

September 2021 Report



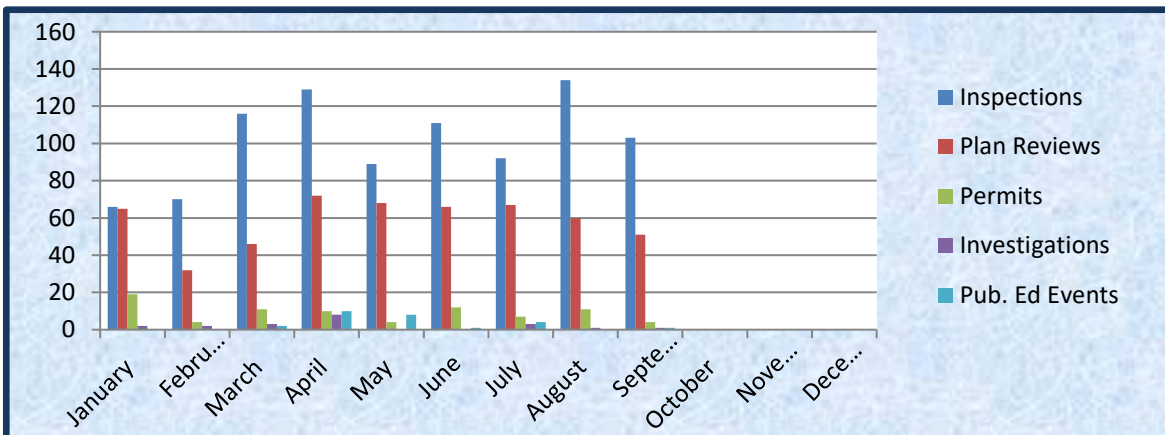
Inspections Conducted	
Total for the Month	103

Plan Reviews Completed	
Total for the Month	51

Permits Issued	
Total for the Month	4

Fire Investigations	
Active Investigations	0
Closed Investigations	1
Total for the Month	1

Public Education Events	
Total for the Month	1



SEPTEMBER 2021 MONTHLY REPORT



**ROCKWALL PARKS
& RECREATION**

PARTICIPATION



MOTHER SON DANCE - 105 ATTENDEES



LITTLE KICKERS (SESSION 1) - 17 PARTICIPANTS



LITTLE SLUGGERS (SESSION 1) - 15 PARTICIPANTS

MONTHLY OVERVIEW

SEP '21

Part Time Labor Hours	143
Program Offerings	7
Program Participants	635
Resident Participants	371
Non-Resident Participants	264
Programs that Made	7
Cancelled Programs	0
% of Programs Cancelled	0%

FEE BASED RESIDENT VS NON-RESIDENT

7 programs



RENTALS



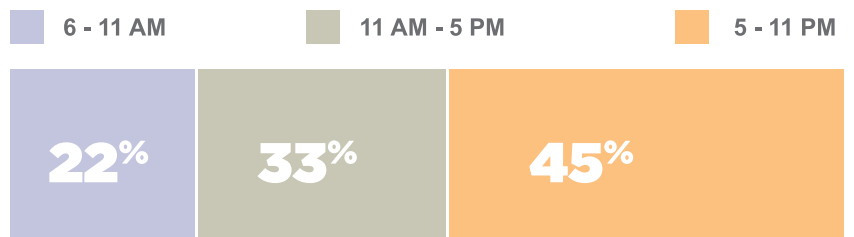
HMCC

SEP '21

Time Blocks Rented	45
Monthly Revenue	\$1200

HMCC RENTAL ACTIVITY BY TIME BLOCK

45 Rentals



PAVILIONS

SEP '21

Time Blocks Rented	48
Monthly Revenue	\$1520

PAVILION RENTAL ACTIVITY BY TIME BLOCK

48 Rentals



PARKS



FACILITY CONSTRUCTION: The Park at Terracina Construction



FACILITY REPAIRS: Leon Tuttle Pitching Mound repairs



FACILITY CONSTRUCTION: Pettinger Preserve outdoor classroom

FACILITY ADDITIONS: Harry Myers Dog Park Tree Stump Art



MARKETING

FACEBOOK PAGE LIKES



AUG

GAIN OR LOSS
+35

SEP

+36

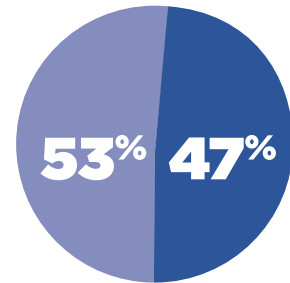
TOTAL LIKES THRU 9/30/2021



16,204

ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

	ACCOUNTS	GAIN OR LOSS
AUG	10477	+60
SEP	10590	+103



**RESIDENT VS NON-RESIDENT
ACCOUNTS**

PLAYROCKWALL.COM PERFORMANCE METRICS

PLAYROCKWALL.COM

PAGEVIEWS

Pageviews represent the total individual pages viewed by visitors to playrockwall.com within the month of Sep 2021.

58,510

SESSIONS

Sessions represent an individual collection of a user's visit while viewing pages on playrockwall.com

14,842

USERS

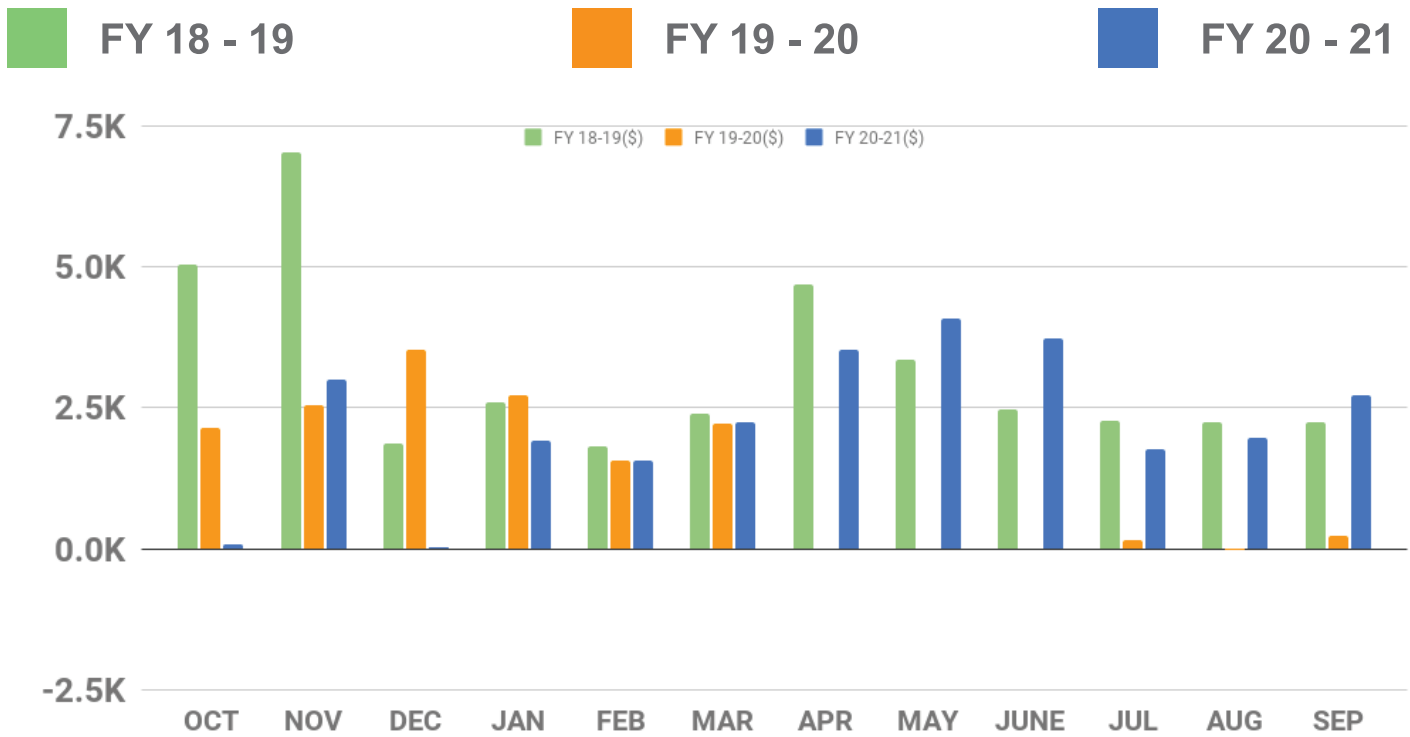
Visitors to playrockwall.com

9,046

REVENUE

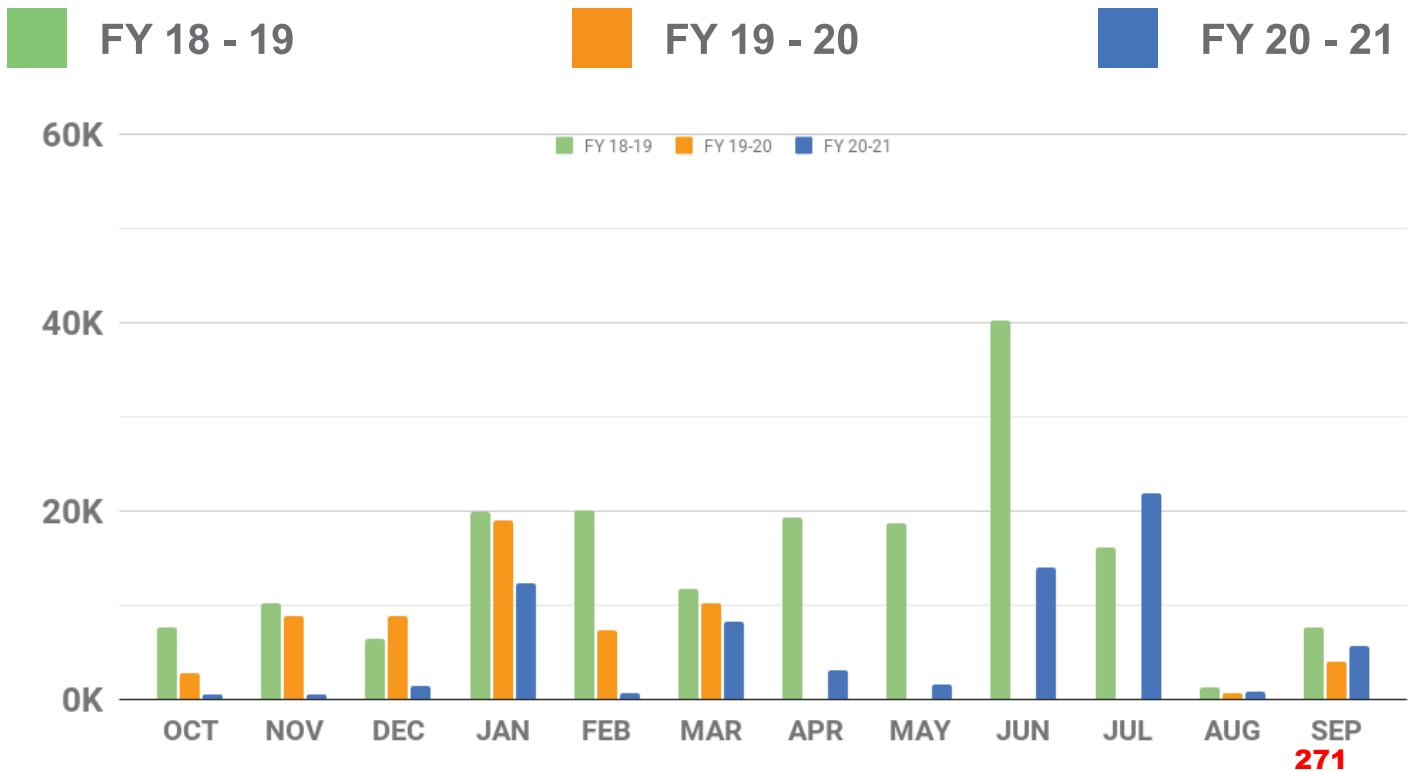
FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



FACILITY REVENUE BY MONTH

3 fiscal years



Rockwall Police Department

Monthly Activity Report

September-2021

ACTIVITY	CURRENT MONTH SEPTEMBER	PREVIOUS MONTH AUGUST	YTD 2021	YTD 2020	YTD % CHANGE
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PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	3	0	15	5	200.00%
Robbery	0	0	3	10	-70.00%
Aggravated Assault	2	2	24	22	9.09%
Burglary	1	4	26	47	-44.68%
Larceny	42	29	448	535	-16.26%
Motor Vehicle Theft	6	3	42	58	-27.59%
TOTAL PART I	54	38	558	677	-17.58%
TOTAL PART II	138	137	1126	1117	0.81%
TOTAL OFFENSES	192	175	1684	1794	-6.13%

ADDITIONAL STATISTICS

FAMILY VIOLENCE	4	13	93	105	-11.43%
D.W.I.	10	10	150	107	40.19%

ARRESTS

FELONY	18	20	200	239	-16.32%
MISDEMEANOR	48	45	425	440	-3.41%
WARRANT ARREST	11	11	75	80	-6.25%
JUVENILE	6	5	27	36	-25.00%
TOTAL ARRESTS	83	81	727	795	-8.55%

DISPATCH

CALLS FOR SERVICE	1945	2130	18575	12669	46.62%
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ACCIDENTS

INJURY	5	6	41	93	-55.91%
NON-INJURY	78	80	643	401	60.35%
FATALITY	1	0	1	1	0.00%
TOTAL	84	86	685	495	38.38%

FALSE ALARMS

RESIDENT ALARMS	38	55	386	386	0.00%
BUSINESS ALARMS	127	125	1232	1181	4.32%
TOTAL FALSE ALARMS	165	180	1618	1567	3.25%
Estimated Lost Hours	108.9	118.8	1067.88	1034.22	3.25%
Estimated Cost	\$2,590.50	\$2,826.00	\$25,402.60	\$24,601.90	3.25%

ROCKWALL NARCOTICS UNIT

Number of Cases	1
Arrests	8
Arrest Warrants	4
Search Warrants	5
Seized	
Heroin	12g
Marijuana	500lbs
Methamphetamine	1kg

