



LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
NOVEMBER 10, 2021, 7:00 P.M.

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. VISITOR/CITIZENS FORUM: Pursuant to Texas Government code 551.007 (adopted in 2019): A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A person who addresses the Council concerning an agenda item, including a Public Hearing, must limit his/her remarks to the specific subject matter being considered by the Council under that agenda item.

C. CONSENT AGENDA: All the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed from the Consent Agenda.

1. Minutes of September 4, 2021 Council Meeting (Ruth)
2. Minutes of September 9, 2021 Council Meeting (Ruth)
3. Minutes of September 21, 2021 Council Meeting (Ruth)
4. Resolution Regarding to Opioid Abatement and Settlement (Ruth)
5. Consideration of Resolution Accepting Annexation Petition (Ruth)

D. REGULAR AGENDA:

1. Discussion of Fire/Emergency Medical Services Updates and Report, Fire Chief Rust (Ruth)
2. Consideration of Amendment of Development Agreement with Sam Hill and Little Elm Independent School District (Vargus)
3. Consideration of Amendment of Development Agreement with Corson and Cramer (Vargus)
4. Consideration of Resolution Accepting Concrete Roads from Ed Bell Construction (Vargus)
5. Consideration of Authorizing Mayor for Capital Expenditure for Wastewater Equipment and Related Budget Amendment (Vargus)
6. Discussion of Redistricting (Vargus)

E. EXECUTIVE SESSION: – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Lakewood Village Partners; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Lakewood Village Partners.
4. § 551.076 Texas Government Code to wit: Deliberations about Security Devices)

F. RECONVENE: Reconvene into regular session and consideration of action, if any, on items discussed in executive session.

G. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 2:15 p.m. on Friday, November 5, 2021.

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



The Town Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development), 418.183 (Homeland Security)

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

One or more board members of the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by the MDD board.

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

SEPTEMBER 4, 2021

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Andy Messer –Town Attorney

SPECIAL SESSION - 5:30 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 5:30 p.m. on Saturday, September 4, 2021 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak

EXECUTIVE SESSION:

(Agenda Item C)

At 5:31 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.071(1), Texas Government Code to wit: consultation with Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village v. Hope McClure in her official capacity as Chief Appraiser and Denton Central Appraisal District regarding certified appraisal rolls.

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RECONVENE:

(Agenda Item D)

Mayor Vargus reconvened the regular session at 5:50 p.m. No action was taken.

ADJOURNMENT

(Agenda Item E)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 5:51 p.m. on Saturday September 4, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 10th day of November 2021.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

SEPTEMBER 9, 2021

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Andy Messer –Town Attorney

REGULAR SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, August 12, 2021 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

PRESENTATIONS:

(Agenda Item B)

Mayor Vargus presented a proclamation designating September 17 – 23, 2021 as Constitution week. The presentation was received by Ms. Susan Cox of the Prestonwood Chapter of the Daughters of the American Revolution.

VISITOR/CITIZENS FORUM:

(Agenda Item C)

Eric Hancock, 8249 Treemont Place, Frisco, Texas spoke regarding Consent Agenda Item E.1. Minutes of August 12, 2021. Mr. Hancock asked council to remove the minutes from the consent agenda and not approve them because they do not fully reflect his statements.

Eric Hancock, 8249 Treemont Place, Frisco, Texas spoke regarding Regular Agenda Item F.9. Assigning the Development Agreement from Sam Hill Ventures to First Texas Homes. Mr.

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SEPTEMBER 9, 2021**

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Hancock stated he supports First Texas Homes providing more affordable homes but LandPlan is a premier developer and First Texas Homes is not. Mayor Vargus asked Mr. Hancock to stay on the topic of the assignment. Mr. Hancock spoke off the topic of the assignment of the development agreement, Mayor Vargus reported that his own private company has nothing to do with the town and the topic of this agenda item is limited to the assignment of the development agreement.

PUBLIC HEARING:

(Agenda Item D)

A public hearing was held to provide an opportunity for citizen comment on the proposed combined property tax rate of \$0.45/\$100.

No one requested to speak.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:11 p.m. *The motion carried.*

CONSENT AGENDA:

(Agenda Item E)

1. Minutes of August 12, 2021 Council Meeting (Ruth)
2. Approval of the Municipal Development District 2021-2022 Budget (Ruth)
3. Ratification of Interlocal Agreement with Little Elm for Law Enforcement Services for PID#1 (Ruth)
4. Ratification of Interlocal Agreement with Little Elm for Fire/EMS Services for PID#1 (Ruth)
5. Boundary Adjustment between the Towns of Lakewood Village and Little Elm (Ruth)

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to approve consent agenda items as presented. *The motion carried.*

REGULAR AGENDA:

(Agenda Item F)

**Consideration of Ordinance Adopting the
2021-2022 Property Tax Rate of \$0.45/\$100
(Ruth)**

(Agenda Item F.1)

Mayor Vargus reported on issues with the Denton Central Appraisal District and inaccurate numbers in the certified roll. Mayor Vargus explained publication requirements. Council

discussed having an additional meeting on September 21, 2021. Secretary Ruth will publish the public hearing prior to the adoption of the tax rate.

No action was taken.

**Ratification of Ordinance 21-13 Adopting
Fiscal Year 2021-2022 Budget (Ruth)**

(Agenda Item F.2)

MOTION: Upon a motion made by Mayor Pro-Tem West seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to ratify the property tax increase reflected in the 2021-2022 budget as adopted. *The motion carried.*

ROLLCALL VOTE

Mayor Vargus – present and not voting
Mayor Pro-Tem West - aye
Councilman Bushong - aye
Councilwoman Lepley - aye
Councilman Farage - aye
Councilman Bissonnette - aye

**Consideration of the Utility Policy Ordinance
(Vargus)**

(Agenda Item F.3)

Mayor Vargus reported that he is working with vendors for remote read meters. Mayor Vargus reviewed the proposed changes in the ordinance related to meter size relative to lot size. Mayor Vargus reported that the first tranche of federal stimulus funds has been received and can be dedicated to infrastructure. There was some discussion about the federal definition of “infrastructure”.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the Utility Policy Ordinance as presented. *The motion carried.*

**Consideration of CO/CSI Inspection
Ordinance (Vargus)**

(Agenda Item F.4)

Mayor Vargus reviewed the history of the ordinance. Mayor Vargus reported on ongoing challenges with the current “temporary certificate of occupancy” procedure. Mayor Vargus reviewed the proposed changes which defines and allows a temporary utility release for people

who a remodeling but not moving in; and a temporary certificate of occupancy for people building a new home. Councilman Bushong reported that 21 homes that have changed owners in this calendar year. Mayor Vargus stated no vote is needed at the council meeting tonight. Council can review the proposed ordinance and consider it at the September 21, 2021 council meeting.

No Action was taken.

**Consideration of Town Engineer Task Order
for Utility Master Plan (Vargus)**

(Agenda Item F.5)

Mayor Vargus reported the town is experiencing rapid development and is expecting approximately 530 additional homes and an elementary school in the next three years. Mayor Vargus reported on the need for a utility master plan to project the required infrastructure to handle the expected buildout. The town might need to construct a new wastewater plant along with a water town to provide adequate service. The Sanctuary Public Improvement District will reimburse the town for their portion of the required infrastructure cohere was some discussion about financing for the projects. Mayor Vargus reported on the urgency of the project due to the eminent development.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to authorize Mayor Vargus to execute engineering task order for the utility master plan. *The motion carried.*

**Consideration of Town Engineer Task Order
for Eldorado Parkway Master Plan (Vargus)**

(Agenda Item F.6)

Mayor Vargus reviewed the comprehensive nature of designing the Lakewood Village portion Eldorado Parkway along with the town entrance. The town engineer will design a master plan and provide options. There was some discussion about partnering with Denton County for Eldorado Parkway improvements.

No action was taken.

**Consideration of Town Engineer Task Order
for Mapping for Fire/EMS Dispatching
(Vargus)**

(Agenda Item F.7)

Mayor Vargus reported that Little Elm Fire will be dispatched through the City of Denton rather than through the Denton County Sheriff’s Office. The new dispatch requires GIS mapping for

Lakewood Village for Fire/EMS response. Mayor Vargus reported the cost of the project will be less than \$10,000.

MOTION: Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to authorize Mayor Vargus to executed engineering task order for GIS for Fire/EMS Dispatching for an amount not to exceed \$10,000. *The motion carried.*

Discussion of Street Signs (Vargus)

(Agenda Item F.8)

Mayor Vargus reported on federal regulations requiring street signs include both upper and lower case. There was some discussion about color suggestions for the street sign blades.

**Consideration of Resolution Assigning the
Development Agreement from Sam Hill
Ventures to First Texas Homes (Vargus)**

(Agenda Item F.9)

Mayor Vargus introduced Mr. Tony Shaw from First Texas Homes. Mr. Shaw stated that First Texas Homes has been in business for 35 years building semi-custom homes. First Texas Homes has been one of the top five builders in DFW in the last five years based on volume. Their homes range from \$350,000 to \$6,000,000. Mr. Shaw reported they would build customized homes for the development in Lakewood Village. First Texas Homes operates on a cash basis and does not borrow funds to build their neighborhoods. Mr. Shaw stated First Texas would likely build approximately 1,800 homes this year. Mayor Vargus reported that it has been a pleasure dealing with First Texas Homes, particularly their engineer, Tom. Mr. Shaw said he understands this development has been delayed for several years, but they are excited to begin as soon as possible. Mayor Vargus reported that the developer agreement will be amended but the changes are not going to be significant. Council expressed appreciation with the way First Texas Homes has embraced working with Lakewood Village. Mr. Shaw reported that First Texas Homes is moving forward with closing the purchase of the property and will spend the next five to six months in engineering.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the resolution assigning the development agreement from Sam Hill Ventures to First Texas Homes. *The motion carried.*

**Consideration of Cooperative Agreement
with Denton County for Community
Development Block Grant 2023-2025 (Ruth)**

(Agenda Item F.10)

Town Secretary Ruth reported on the consortium Denton County is building to participate in the CDBG program. Secretary Ruth reported she is concerned that the program is narrow in its focus of approved projects and those projects might not be in line with Lakewood Village's vision. A major concern is that participation in the consortium would restrict Lakewood Village from accessing any grants administered by the State.

No Action was Taken.

Discussion of Concrete Road Project (Vargus)

(Agenda Item F.11)

Mayor Vargus reported that Ed Bell Construction has not completed the punch list and has not agreed to the change order to close the project. Ed Bell has received the certified letters from the town engineer but to date has not responded. There was some discussion about the status of the project.

EXECUTIVE SESSION:

(Agenda Item G)

At 8:27 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.071(1), Texas Government Code to wit: consultation with Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village v. Hope McClure in her official capacity as Chief Appraiser and Denton Central Appraisal District regarding certified appraisal rolls; and
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
3. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt; and
4. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt

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RECONVENE:

(Agenda Item H)

Mayor Vargus reconvened the regular session at 9:27 p.m. No action was taken.

ADJOURNMENT

(Agenda Item I)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:27 p.m. on Thursday September 9, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 10th day of November 2021.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

SEPTEMBER 21, 2021

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Patricia Adams – Deputy Town Attorney

SPECIAL SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 7:00 p.m. on Thursday, September 21, 2021 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

PRESENTATIONS:

Mayor Vargus reported on a problem with allowing traffic to continuous access to Highridge Drive during the road construction project. Mr. and Mrs. Usury allowed the of their property as a temporary road during the construction of the concrete roads. Mayor Vargus presented a street sign “Usury Drive” to Mr. and Mrs. Usury in appreciation of generous use of their land.

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak

PUBLIC HEARING:

(Agenda Item C)

A public hearing was held to provide an opportunity for citizen comment on the proposed combined property tax rate of \$0.45/\$100.

No one requested to speak. Mayor Vargus opened the floor to questions from the audience. Mayor Vargus explained the property tax rate calculation. Mayor Vargus reported on the bond debt and the expected rate to pay off that debt.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:15 p.m. *The motion carried.*

REGULAR AGENDA:

(Agenda Item D)

**Consideration of Variance 404 Green
Meadow Roof Pitch (Ruth)**

(Agenda Item D.1)

Mayor Vargus reviewed the request for a variance on roof pitch. Mayor Pro-Tem West asked about sections of the roof on the submission for variance showing less than the requested 4 inches for every 12 inches of rise. Mayor Pro-Tem West stated concerns about the use of parapet walls which give the look of a flat roofed house which would be counter to the spirit of the zoning ordinance. Councilman Bushong reported on the history of the roof pitch requirements in town ordinances.

MOTION: Upon a motion made by Councilwoman Lepley seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the variance for a roof pitch of 4 inches for every 12 inches of rise. *The motion carried.*

**Consideration of Ordinance Adopting the
2021-2022 Property Tax Rate of \$0.45/\$100
(Ruth)**

(Agenda Item D.2)

MOTION: Upon a motion made by Councilman Bissonnette seconded by Councilwoman Lepley council voted five (5) “ayes”, no (0) “nays” that the property tax rate be increased by the adoption of a combined property tax rate of \$0.45/\$100. *The motion carried.*

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ROLLCALL VOTE

Mayor Vargus – present and not voting
Mayor Pro-Tem West - aye
Councilman Bushong - aye
Councilwoman Lepley - aye
Councilman Farage - aye
Councilman Bissonnette - aye

Consider and discuss all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto (Vargus)

(Agenda Item D.3)

Mayor Vargus reported that the Town will be issuing debt in March 2022 for water and sewer upgrades. The town has already incurred expenses related to the project in engineering fees. If the town wants to reimburse itself for those related expenses using the proceeds of the bonds, the council must approve the resolution.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the resolution authorizing reimbursement from the proceeds of future debt as presented. *The motion carried.*

Consideration of CO/CSI Inspection Ordinance (Vargus)

(Agenda Item D.4)

Mayor Vargus reported that no changes have been made since council reviewed it at the last council meeting.

MOTION: Upon a motion made by Councilman Farage and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to approve the certificate of occupancy and customer service inspection ordinance as presented. *The motion carried.*

**Discussion of Construction of Athletic Fields
(Farage)**

(Agenda Item D.5)

Councilman Farage reported on his efforts to get quotes for the construction of athletic fields. Councilman Farage reviewed a quote received for construction of a standard size softball infield and an outfield fence. The quote does not include backstops. There was some discussion about use of the land owned by Little Elm Independent School District. There was some discussion about athletic fields being a desirable addition to the town amenities.

**Consideration of Engagement of Nabors CPA
Services for Annual Audit Services (Vargus)**

(Agenda Item D.6)

Mayor Vargus reported the audit this year will be November 1st through 3rd with the goal of the audit report being presented to the council at the December council meeting. This engagement is the standard 3-year contract with Mr. Nabors for audit services.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the engagement of Nabors CPA Services for annual audit services. *The motion carried.*

Discussion of Concrete Road Project (Vargus)

(Agenda Item D.7)

Mayor Vargus reported that Ed Bell is still refusing to respond to the town’s attempts to communicate, and they have not called for a final inspection of the roads. The contracted penalty is \$500 for every day they go over the final deadline. There was some discussion about next steps.

EXECUTIVE SESSION:

(Agenda Item E)

At 7:46 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards.

RECONVENE:

(Agenda Item F)

Mayor Vargus reconvened the regular session at 8:06 p.m. No action was taken.

REGULAR AGENDA:

(Agenda Item D)

Consider and act upon a resolution approving and authorizing the Mayor to execute a Development Agreement by and between the Town of Lakewood Village and The Sanctuary, LLC, in connection with the Lakewood Village Public Improvement District No. 1. (Vargus)

(Agenda Item D.8)

Mayor Vargus introduced Mr. Larry Corson and Mr. Brian Cramer, prospective buyers of The Sanctuary property. The expectation is that the development will be an extension of the Taylor Morrison, South Oak development. Mr. Corson reported that Little Elm has released of the portion of the development that was in their extraterritorial jurisdiction which now puts the entire development in Lakewood Village extraterritorial jurisdiction and makes it possible to develop the area. Mr. Corson reviewed some of the development standards and reported on the history of Taylor Morrison. The expected home pricing will be between \$350,000 and \$450,000. Mr. Corson stated the first homes are expected to finish near the end of 2023.

MOTION: Upon a motion made by Mayor Pro-Tem West seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the resolution authorizing the mayor to execute a development agreement between the Town of Lakewood Village and The Sanctuary LLC in connection with the Lakewood Village Public Improvement District No. 1. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item E)

At 8:17 p.m. Mayor Vargus recessed into executive session in accordance with

2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Lakewood Village Partners; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Lakewood Village Partners.

RECONVENE:

(Agenda Item F)

Mayor Vargus reconvened the regular session at 8:45 p.m. No action was taken.

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ADJOURNMENT

(Agenda Item G)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 8:46 p.m. on Thursday September 9, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 10th day of November 2021.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

RESOLUTION NO. 21-XX

**STATE OF TEXAS
TOWN OF LAKEWOOD VILLAGE**

BE IT REMEMBERED, at a regular meeting of the Town Council of the Town of Lakewood Village, Texas (the “Town”), held on the 10th day of November, 2021, on motion made by **Councilmember _____** and seconded by **Councilmember _____**, the following Resolution was adopted:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE:

1. Support the adoption and approval the Texas Term Sheet in its entirety; and
2. Find as follows:
 - a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the Town; and
 - b. The Town Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit “A”. The Town Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to

create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this Town and throughout Texas.

Passed and Approved in an Open Meeting on the 10th day of November, 2021.

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

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

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

WHEREAS, the State of Texas, 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 bylaws 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. 201863587, 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 ____ day of May, 2020.

FOR THE STATE OF TEXAS:

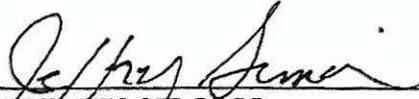


**KENNETH PAXTON, JR.
ATTORNEY GENERAL**

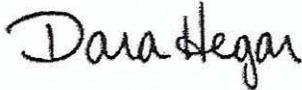
**FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:**



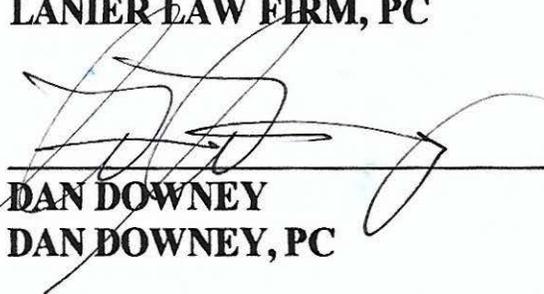
**MIKAL WATTS
WATTS GUERRA LLP**



**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
Briarocks	\$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	Nooday	\$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
Douglasville	\$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
Fammin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

THE TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 21-12

A RESOLUTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, RELATING TO THE C-3 VOLUNTARY PETITION FOR ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, TO WIT BEING ±0.0057 ACRES GENERALLY LOCATED ON ELDORADO PARKWAY 890 FEET SOUTH OF CARDINAL RIDGE LANE AND DESCRIBED AS DENTON COUNTY PARCEL 205956, LOT 1 OF CARDINAL RIDGE ESTATES; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; CALLING A PUBLIC HEARING REGARDING ANNEXATION, DIRECTING NOTICES OF PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the area proposed to be annexed is attached hereto as Exhibit "A" and is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word (together the "Area"); and

WHEREAS, the Town received a petition requesting voluntary annexation from the owner of the Area (the "Owner") containing all elements required by Section 43.0671 of the Act (the "Petition"); and

WHEREAS, the Town Council directs publication, mailing and distribution of notice(s) for a public hearing, as required by the Act, to consider the annexation of the Area; and

WHEREAS, all required statutory notices and procedures related to the Petition in Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the Act, a Written Service Agreement for the Area was entered by and between the Town and the Owner; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has determined that the Area to be annexed, as set forth in the Petition, is located within the extraterritorial jurisdiction of the Town; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has investigated into, has determined, and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated town or town.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct, are incorporated herein, are legislative findings of the Town Council, and are made a part hereof for all purposes.

SECTION 2
CALLING OF PUBLIC HEARING AND PROVIDING NOTICES

A. Calling of Public Hearings. The Town Council hereby calls a public hearing about annexation of the Area, at which members of the public shall be given an opportunity to be heard, at **LAKEWOOD VILLAGE TOWN HALL, 100 HIGHRIDGE DRIVE, LAKEWOOD VILLAGE, TEXAS** at on the following date and time:

December 9, 2021 at 7:00 p.m.

The ordinance annexing the Area may be adopted immediately following the public hearing called above.

B. Notice of Public Hearing. The Town Secretary is hereby authorized and directed to cause notice of the public hearing called by Section 2.A. to be sent to; (i) property owners in the Area, (ii) any school district or public entity providing services to the Area, and (iii) any railroad having right-of-way in the Area, at least 11 days, but no more than 20 days, before the date of the public hearing. In addition, such notice shall be posted on the Town's website and published once in a newspaper having general circulation in the Town and in the Area at least 11 days, but not more than 20 days, before the date of the public hearing.

SECTION 3
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this resolution, or application thereof to any land, property, person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the Town Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect. The Town Council hereby declares that if there is

an error in any call or description in Exhibit “A”, the Town Council would have included all remaining Area having correct calls or descriptions and or would have corrected the call or description to include the entire intended Area in this resolution.

SECTION 4
EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN
OF LAKEWOOD VILLAGE, TEXAS, on this 10th day of November, 2021.**

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

Exhibit "A"
LEGAL DESCRIPTION OF AREA

To be provided by CCD

Exhibit "B"
DEPICTION OF AREA



Linda Ruth

From: Mary Petty - P3 <mary@p3-works.com>
Sent: Tuesday, November 9, 2021 2:57 PM
To: Linda Asbell
Cc: Dransfield, Robert D.; Sawyer, Jordan; Andrew Friedman; Mark McLiney
Subject: Summary of amendment deal points
Attachments: Sanctuary Off-site sewer exhibit 11-5-2021.pdf

The Town has to build a new treatment plant and a connecting sewer line (if not built by another developer) to reach the Lighthouse Connect Point (see exhibit) with water treatments services. However, the Developer wants to begin lot and home construction at the same time. If the Developer delivers lots prior to completion of both the offsite Sewer line (east of Lighthouse Connection Site) and the Treatment Plant, they will need Pump and Haul services. Pump and haul services are paid contract services.

Pump and Haul services are:

1. 100% Dev costs if Developer has not completed Developer Offsite Improvements (this include crossing under Eldorado Parkway)
2. If Developer has completed the Developer Offsite Improvements, and prior to Jan 1, 2024, pump and haul costs are 100% developer costs.
3. If developer has completed the Developer offsite improvements, and it is after Jan 1, 2024, and Town has not completed the Town Offsite Improvements and the 150 home existing current capacity has been consumed, the Town will pay for the Pump and Haul
 - a. If the Town still has capacity for 150 lots and the line has been completed, then no pump and haul will be needed

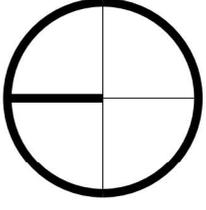
Developer will pay their allocable portion of the costs for the sewer lines the City is building and the treatment plant expansion. These will be considered PID Projects so that the Developer can be reimbursed for those costs via the PID.

Mary V. Petty
Managing Partner



NRH TX | Austin TX
Office/Fax: 817.438.6722
www.P3-Works.com

PLEASE NOTE: The offices of P3Works, LLC will be closed Wednesday, November 24th through Friday, November 26th for the Thanksgiving Holiday, normal business hours will resume Monday, November 29th. Our offices will also be closed Thursday, December 23rd through Friday, December 31st for the Christmas Holiday, normal business hours will resume on Monday, January 3, 2022."



GRAPHIC SCALE IN FEET
0 75 150 300
1"=150' @ 22x34

Note: This exhibit is graphical in nature and does not represent the final alignments of the infrastructure.

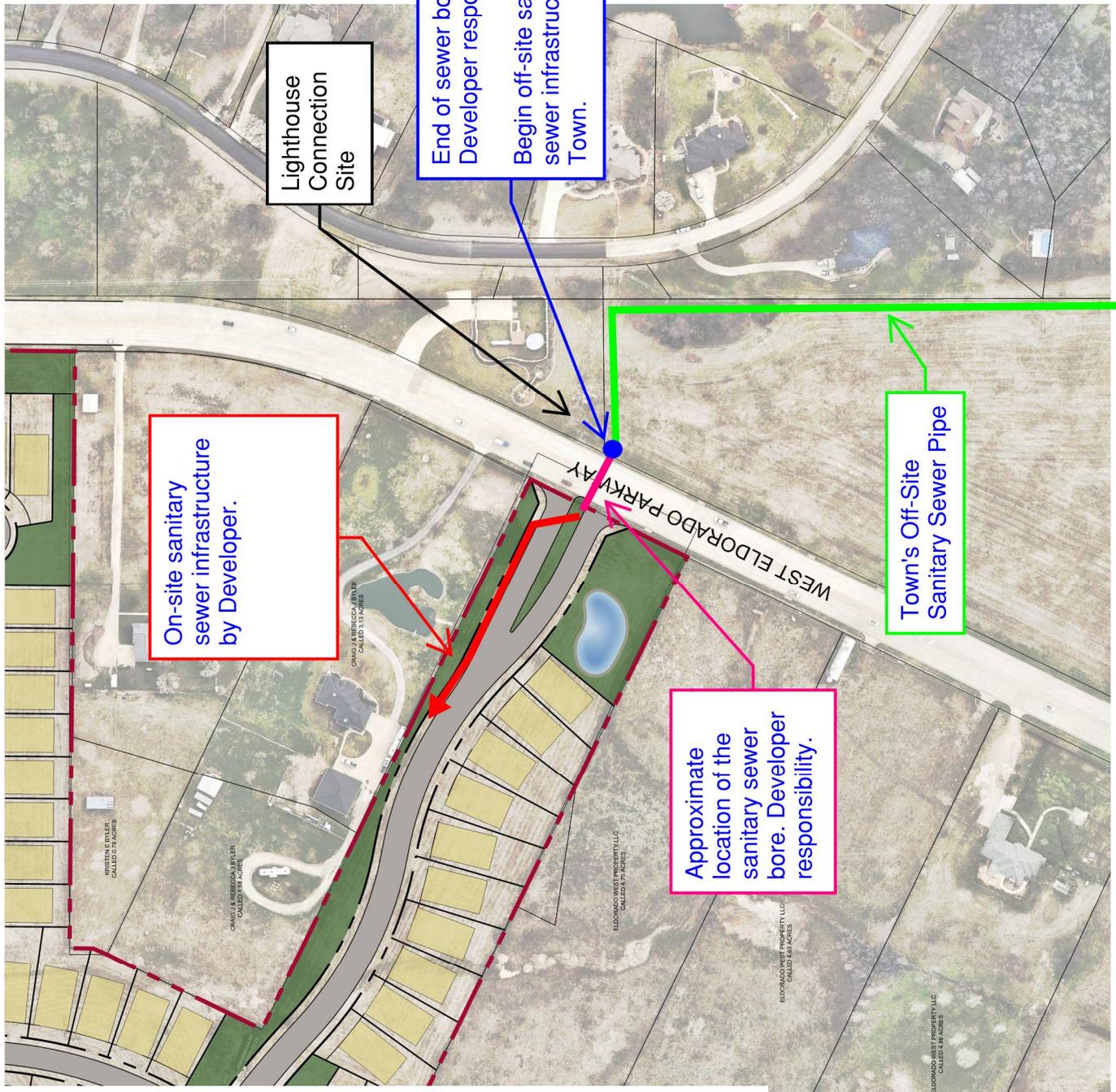
The Sanctuary

Lakeview Village, Texas
September 2021



13455 Noel Road
Suite 700
Dallas, Texas 75240
(972) 770-1300
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.



On-site sanitary sewer infrastructure by Developer.

End of sewer bore and Developer responsibility.
Begin off-site sanitary sewer infrastructure by Town.

Approximate location of the sanitary sewer bore. Developer responsibility.

Town's Off-Site Sanitary Sewer Pipe

Lighthouse Connection Site

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "Amendment") is executed to be effective as of _____, 2021 (the "Amendment Date"), by and between C AND C LAND, LLC, a Texas limited liability company ("Developer"), and the Town of Lakewood Village, Texas, a Type-A general law municipality situated in Denton County, Texas (the "Town") (the Developer and the Town being referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, pursuant to Section 212.172, Texas Local Government Code, The Sanctuary Texas, LLC ("Sanctuary") and the Town entered into that certain Development Agreement effective October 1, 2021, and recorded on October 1, 2021, as Instrument No. 2021-181597, Denton County Land Records (the "Agreement");

WHEREAS, effective October 1, 2021, Sanctuary and the Developer entered into that certain Assignment and Assumption Agreement (the "Assignment"), through which Sanctuary assigned its rights, title and interest in, to and under the Agreement to the Developer, which simultaneously assumed the rights of Sanctuary provided in this Agreement, title, and interest;

WHEREAS, the Town has agreed to provide retail water and sewer service to the Property pursuant to the Agreement;

WHEREAS, in order to provide adequate wastewater service to the Property, the Town has identified the need for certain upgrades to its wastewater treatment system, including the construction of a wastewater treatment plant (the "Treatment Plant"), which upgrades are expected to be funded through the issuance of certificates of obligation or other debt instruments to be issued by the Town (the "Town Obligations");

WHEREAS, the Developer and the Town intend that the development of the Property and the construction of homes thereon shall proceed in the most expeditious manner possible;

WHEREAS, to provide for agreements relating to the construction of the Treatment Plant, the Parties now desire to amend the Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

Section 1. Definitions. Unless the context requires otherwise, or otherwise defined or amended herein, the capitalized terms in this Amendment shall have the meanings set forth in the Agreement.

Section 2. Amendments. The Agreement is hereby amended as follows:

2.1 Section 2 is amended to add the following term:

“Treatment Plant” means the new wastewater treatment plant necessary to provide service to the Property and to be constructed by the Town subsequent to the Effective Date of this Agreement.

2.2 Section 7.5 is amended to read as follows:

Section 7.5 Retail Water and Sewer Service; Off-site Water and Wastewater Improvements.

(a) The Town shall be the sole provider of retail water and wastewater service to the Property. The Developer acknowledges that certain off-site improvements are required to be constructed to connect the Property to the Town’s treatment plant and the related sanitary sewer system transmission lines (the “Developer’s Off-Site Improvements”), conceptionally depicted on Exhibit F. The Developer shall pay the costs of the Developer’s Off-Site Improvements, and the Developer’s Off-Site Improvements shall be considered PID Projects. The Developer’s Off-Site Improvements will be deemed complete when the Developer’s Off-Site Improvements are inspected and dedicated to the Town via a Final Plat.

(b) (i) The Developer and the Town acknowledge that certain other off-site improvements are required to be constructed by the Town in order to provide wastewater service to the Property, including the Treatment Plant and the related sanitary sewer system transmission lines (the “Town’s Off-Site Improvements”). The Town’s Off-Site Improvements are conceptually depicted on Exhibit F. The Town’s Off-Site Improvements will be deemed complete when the Town’s Offsite Improvements are inspected and placed into service. The Developer’s Off-Site Improvements and the Town’s Off-Site Improvements are herein jointly referred to as the “Off-Site Improvements.”

(ii) The Developer and the Town shall enter into an agreement (the “Cost Sharing Agreement”) regarding the proportionate share of the cost of the Town’s Off-Site Improvements to be paid by the Developer (the “Developer’s Allocable Share”). If the Parties do not execute such agreement by _____, 2022, the provisions of Tex. Local Gov’t Code § 212.904 apply. To the extent that the Town’s Off-Site Improvements constitute PID Projects and all or a portion of the Developer’s Allocable Share may be paid with proceeds of PID Bonds, the Developer agrees that at the issuance of the first series of PID Bonds, a portion of the proceeds of PID Bonds in an amount equal to the Developer’s Allocable Share (or such portion thereof as may be paid with the proceeds of PID Bonds), shall be placed into a separate account under an Indenture (the “Town Improvement Account”) and utilized by the Town to pay the Developer’s Allocable Share of the Town’s Off-Site Improvements; provided that, in the event that the Town’s Off-Site Improvements are complete and funds remain in the Town Improvement

Account, such funds shall first be transferred to the IAPF to pay the costs of any PID Projects if the PID Projects funded by the PID Bonds are not yet complete.

The Town shall pay the remaining portion of the cost of the Town's Off-Site Improvements with lawfully available funds of the Town, including funds that may be received from the issuance of debt obligations of the Town. Notwithstanding the foregoing, the Town may enter into agreements with other developers within the Town to pay a portion of the costs of the Town's Off-Site Improvements. At completion of the Town's Off-Site Improvements, the Town will provide a true-up accounting of the total costs of the Town's Off-Site Improvements. If the final costs of the Town's Off-Site Improvements applicable to the Property exceed the costs of the Town's Off-Site Improvements used to determine the Developer's Allocable Share in the Cost Sharing Agreement solely due to cost overruns for necessary changes to complete service to the Property, the Developer will pay the additional allocable portion of the Town's Off-Site Improvements to the Town within 45 days of being provided the accounting true-up. The Developer shall not be required to make further payment for cost overruns of the Town's Off-Site Improvements resulting from change orders or other increases in cost not related to overruns necessary to provide service to the Property.

(iii) The Town and Developer agree to cooperate and work diligently to identify the scope and budget of the Off-Site Improvements and a time schedule to complete the Off-Site Improvements that is consistent with the development schedule for the Property.

(c) (i) Notwithstanding the foregoing, in addition to the Off-Site Improvements described above, it is acknowledged that, in order to provide adequate service to the Property as developed, the Town shall be required to construct or expand the Treatment Plant.

(ii) If sufficient wastewater capacity is not available to the Property by the date on which the Developer has (i) completed development of the Developer's Off-Site Improvements and (ii) applied for more than 150 building permits for the Property in accordance with Section 7.8(j) hereof (the "Permitting Date"), the Town shall allow sewer service to the Property to be provided for through "pump and haul" services. The cost of such services will be borne by (i) the Developer for the period between the Permitting Date through January 1, 2024 and (ii) the Town after January 1, 2024. The Town shall allow for "pump and haul" services until the completion and/or commencement of operation of the Treatment Plant, or when sufficient wastewater capacity is provided for the Property.

(iii) For avoidance of doubt, "pump and haul" services may begin under the following conditions:

(A) Town's Off-Site Improvements: If the Town's Off-Site Improvements located east and south of the Lighthouse Connection Site as depicted on Exhibit G, which shall be constructed or caused to be constructed by the Town, has not been inspected and placed into service prior to the date on which the Developer applies for the 1st building permit for the Property, then the Town shall notify the Developer within 30 days of issuing the first building permit, that "pump and haul" services will be available and in place prior to the Town Obligations.

(B) Treatment Plant: If the treatment plant is not expanded or completed by the time the 150th building permit application is submitted related to the Property, then Town will notify the Developer of the anticipated date of completion of the Treatment Plant. "Pump and haul" services will be available and in place prior to the issuance of the 150th Certificate of Obligation.

2.3 Section 7.8 is amended to add subsection (j) as follows:

(j) In no event shall the lack of completion of the Treatment Plant result in the delay of acceptance of the subdivision or the public improvements or the acceptance and approval of a Construction, Preliminary or Final Plat (as such terms are defined in the Town's Zoning Ordinance). The Town agrees to (i) issue building permits upon completion of the subdivision (as evidenced by a letter of acceptance for the public improvements constructed by the Developer relating to the Property), (ii) issue letters of acceptance for public improvements to be constructed by the Developer, and (iii) accept and approve any Construction, Preliminary or Final Plat for the Property, regardless of the status of the construction of the Treatment Plant or Town's Off-site Improvements or, subject to Section 7.5(b) hereof, availability of sewer service to the Property. The Developer shall not be required to enter into an Improvements Agreement (as such term is defined in the Town's Zoning Ordinance) to the extent that the only uncompleted public improvements relating to the Property are the Treatment Plant or the Town's Off-Site Improvements.

2.4 Section 7.17 is added to the Agreement read as follows:

7.17 Annexation and Post-Annexation Matters:

(a) Annexation Petition. By execution of this Amendment, Developer has provided consent to the Town to initiate and conduct proceedings for the purpose of annexation of a portion of the property shown in **Exhibit G** (the "Annexed Property") after the Town's approval of this Amendment.

(b) Annexation. Upon execution of this Amendment, the Town agrees to immediately commence the annexation process for the Annexed Property in accordance with the petition to annex. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to

annex the Annexed Property into the Town's corporate limits. The Parties agree that this Amendment shall serve as an annexation service plan meeting the requirements of Tex. Local Gov't Code §43.065. Pursuant to 212.172(b)(7) of the Local Government Code, Developer and Town agree that the following procedures may be used by the Town for any annexation in lieu of Local Government Code Chapter 43 procedures:

- i. Before adopting an ordinance annexing the Annexed Property, the governing body of the Town must conduct one public hearing;
- ii. During the public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard;
- iii. After the public hearing, the governing body will adopt an ordinance annexing the Annexed Property subject to the provisions of this Agreement; and
- iv. The Town must post notice of the hearing on the Town's Internet website and publish notice of the hearing in the official newspaper of the Town. The notice for the hearing must be:
 - a. mailed to the owner of the Annexed Property as indicated on the most recent certified tax roll;
 - b. published at least once on or after the 20th day but before the 10th day before the date of the hearing; and
 - c. posted on the Town's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

(c) Zoning. The City agrees to consider zoning the Annexed Property as single-family residential consistent with the zoning of the Property as described in the Agreement.

2.4 The following Exhibits are added to the Agreement as attached hereto:

Exhibit F	Town and Developer Off-Site Improvements
Exhibit G	Annexed Property

Section 3. Recitals. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment. In the event it becomes necessary to interpret any provision of this Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Amendment.

Section 4. Ratification of Agreement. Except as amended by this Amendment, the Agreement remains in full force and effect.

[remainder of page intentionally left blank; signatures follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE AMENDMENT DATE:

TOWN OF LAKEWOOD VILLAGE, TEXAS

By: _____

Name: Darrell West

Title: Mayor Pro-Tem

Date: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this ___ day of _____, 2021, by Darrell West, Mayor Pro-Tem of the Town of Lakewood Village, Texas, on behalf of said Town.

Notary Public in and for the State of Texas

[SEAL]

DEVELOPER:

C AND C LAND, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

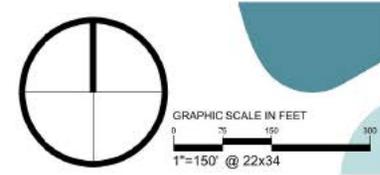
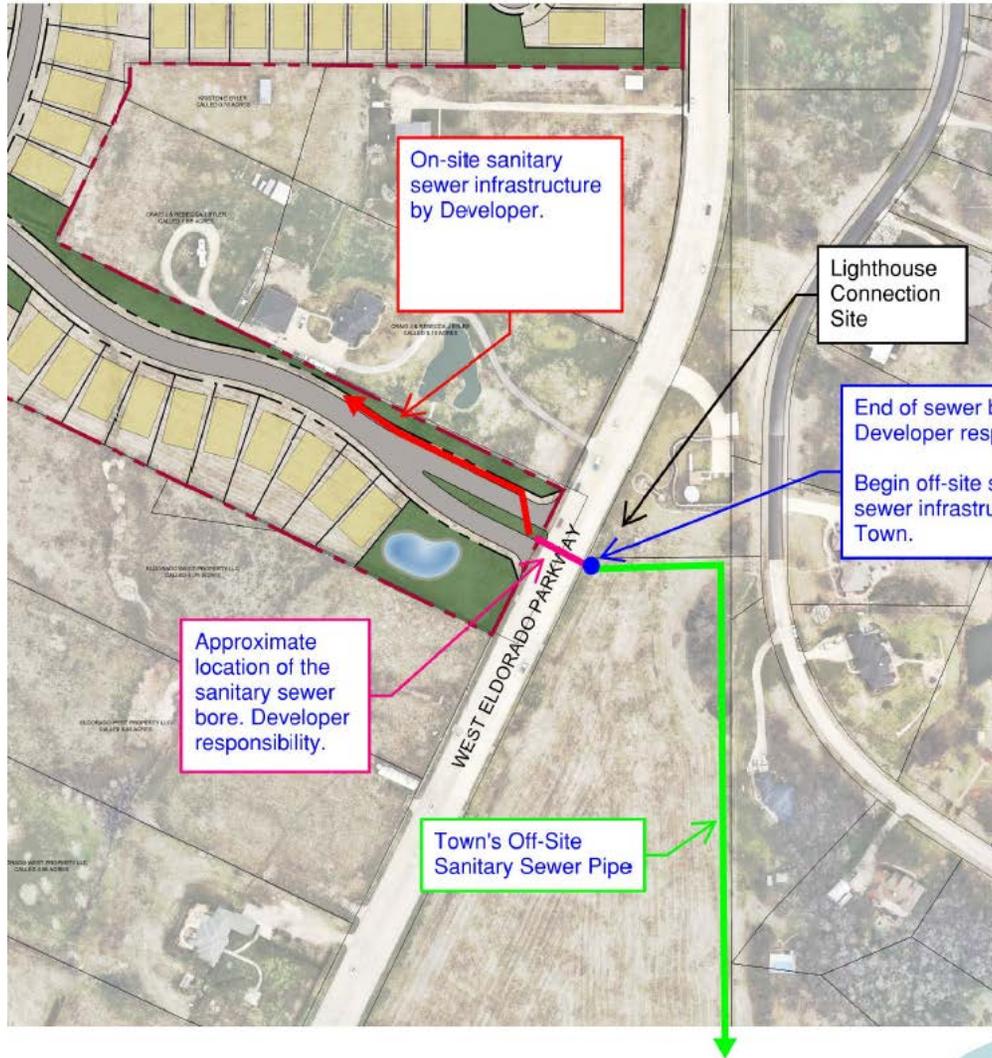
This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, _____ of C and C Land, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

EXHIBITS TO BE ADDED TO THE AGREEMENT:

Exhibit F
Town and Developer Off-Site Improvements



Note: This exhibit is graphical in nature and does not represent the final alignments of the infrastructure.

The Sanctuary

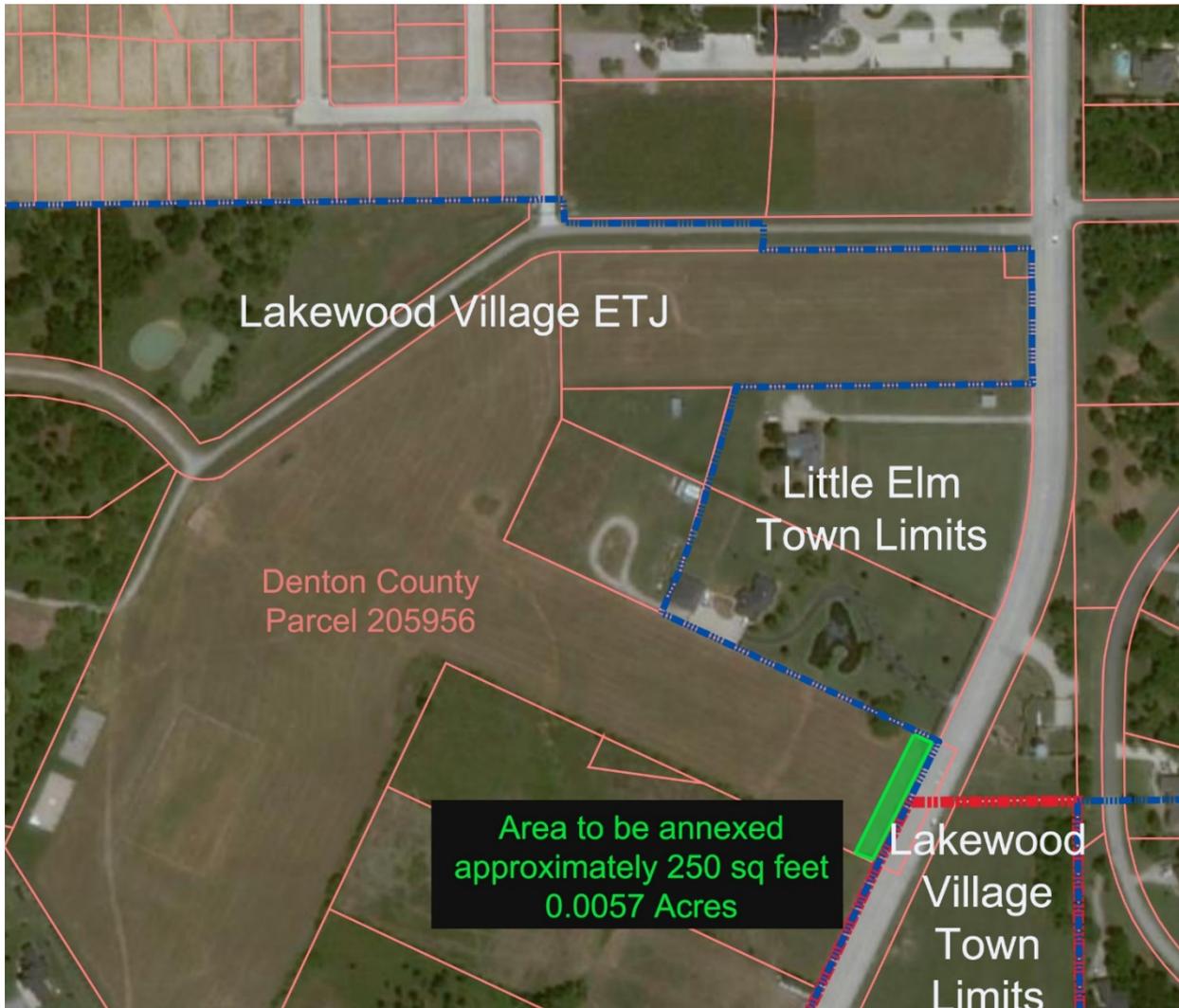
Lakeview Village, Texas
September 2021

Kimley»Horn

13455 Noel Road
Suite 700
Dallas, Texas 75240
(972) 770-1300
State of Texas Registration No. F-928

NOTE: THIS IS AN UNOFFICIAL IN-SITU REPRODUCTION OF THE ORIGINAL PLAN. ANY CHANGES TO THE ORIGINAL PLAN SHALL BE THE RESPONSIBILITY OF THE USER.

**Exhibit G
Annexed Property**



Area to be annexed is the approximately 250 foot wide by 1 foot deep portion of Denton County Parcel 205956 where it is immediately adjacent to Eldorado Parkway right-of-way.

THE TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 21-XX

A RESOLUTION ACCEPTING THE LAKEWOOD VILLAGE PHASE 2 ROAD REHABILITATION PROJECT.

WHEREAS, On March 12, 2020, the Town of Lakewood Village ("Town") awarded the construction contract to Ed Bell Construction for the Phase 2 Road Rehabilitation Project;

WHEREAS, on October 4, 2021, Town Engineers Kimley Horn recommended final acceptance of the road project; and

WHEREAS, on October 25, 2021, the Town made final payment to Ed Bell;

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

The Town hereby accepts the Lakewood Village Phase 2 Rehabilitation Project as of the date of the passage of this resolution.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 10th day of November, 2021.

Dr. Mark E. Vargus
Mayor

ATTEST:

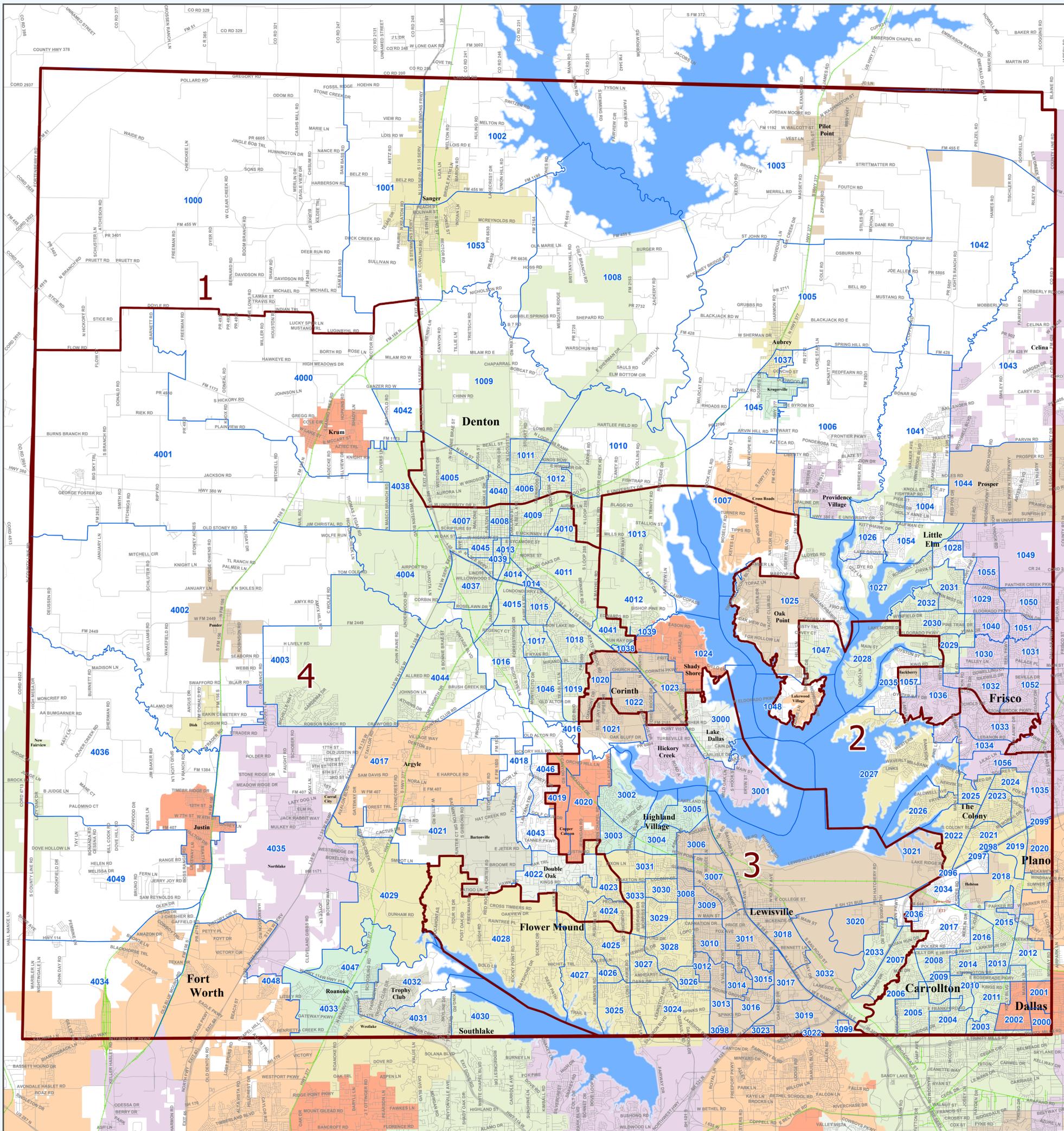
Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

DENTON COUNTY

2021 Revised Commissioner Redistricting Proposal



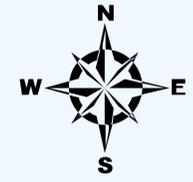
Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4



- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS
- PROPOSED COMMISSIONER PRECINCTS
- CURRENT VOTER PRECINCTS*

*Voter Precincts are subject to change

City Population
 Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder < 2,000



NAD 1983 State Plane
 (Zone 5351)
 Texas North Central
 Lambert Conformal Conic

1:99,542

November 4, 2021

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

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

Contact Information
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 E-mail: elections@dentoncounty.gov
 Phone: (940) 349-3200
 Fax: (940) 349-3201

