



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • OCTOBER 25, 2021

Council Chambers**Regular Meeting****6:00 PM**

220 TEXAS BLVD.
TEXARKANA, TX 75501

I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Present	
Bill Harp	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: Interim City Manager David Orr, Vicky Coopwood, Sherry Jackson Hawkins, Mashell Daniel, Keith Beason, Brandon Uselton, Eric Schlotter, J. W. Bramlett, Kristin Peeples, Vashil Fernandez, Lisa Thompson, Kevin Schutte, Robby Robertson and Dustin Henslee.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY MAYOR BOB BRUGGEMAN

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, November 8, 2021 at 6:00 p.m. (**REMINDER:** Only one November Meeting.)
Monday, December 13, 2021 at 6:00 p.m.

Upcoming City Events:

Save the Date: Ribbon Cutting for the Courthouse Square Connections Project at the U.S. Post Office and Federal Courthouse will take place Friday, October 29th at 11:30 a.m. Local high school bands, food trucks and more will be on hand to celebrate the new improvements.

State Line Community Meeting #3: The final State Line corridor meeting will be held on Thursday, November 4th from 5:30 p.m. to 6:30 p.m. at the TRAH Building, located at 321

West 4th Street. Citizens from both sides of State Line are invited to come and give input for the corridor study at this final meeting!

Parks & Recreation Events:

October 28 th	Movies in the Park - "The Town that Dreaded Sundown"	Spring Lake Park
October 30 th	Trunk or Treat	Spring Lake Park

****Movies in the Park will start at dusk****

Additional Parks & Recreation information can be found on the city's website at <http://www.ci.texarkana.tx.us> or by contacting staff at (903) 798-3978.

Texas High Tiger Theatre Company will be presenting a production of "Annie" at the Sullivan Performing Arts Center on Thursday, November 4th, Friday, November 5th and Monday, November 8th. The tickets are \$10 for adults and \$5 for students.

The Mayor spoke of the passing of one of our community members, Mrs. Lova Wile. He asked for the family to be kept in our prayers.

The Texas Downtown Concert will be held on November 4th in front of the Perot Theatre. Feature band for the performance will be local band "Split Decision".

IV. SPECIAL PRESENTATION - KSLA CHANNEL 12

Fred Gamble - Silver Circle Broadcasting Award

Mr. Gamble was called out on assignment and sent his apologies for not being able to make the meeting. The presentation was rescheduled for the next council meeting on November 8th.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

Per Council rules, comment time is limited to five minutes, or ten minutes if using a translator. Before comments are made, a speaker must complete an information sheet and give to the City Secretary. If your comment pertains to an agenda item with a scheduled public hearing or public comment, the Council requires that you make your comment at that time; you do not need to complete an information sheet.

Kyle Dooley, Executive Director of Riverbend, expressed support to appoint David Orr as the next City Manager.

Kayla Wood, of MTG Engineering, expressed support to appoint David Orr as the next City Manager.

Kelley Mitchell, of Texar Federal Credit Union, expressed support to appoint David Orr as the next City Manager.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Council Member Matlock corrected the name of a recommendation for a Permit and License Appeal Board appointment. Instead of Dana Iona, the name should be Teressa Carter. This change will reflect on the Board, Commission, and Committee members list.

(6:15 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:16 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on October 11, 2021 at 6:00 PM.
2. Ordinance No. 2021-092 amending the budget for the Texarkana Area Community Foundation (TACF) Grant Fund (Fund 243) to reflect additional revenue and expenditures of \$1,500 for grant funding received from the Texarkana Area Community Foundation.

Public Hearing:

Council Vote: October 25, 2021

3. Resolution No. 2021-093 approving Bowie Central Appraisal District's 2021 tax roll.

Public Hearing:

Council Vote: October 25, 2021

Action Items

4. Resolution No. 2021-094 authorizing the expenditure of Community Relations funds in support of the Live United Bowl Team's banquet in an amount not to exceed \$20,000.

Public Hearing:

Council Vote: October 25, 2021

Mr. Jerry Huckabee, representative for the Live United Bowl, was present for questions.

(6:18 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Davis, Ward 6
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

5. Ordinance No. 2021-095 appointing David W. Orr, Ph.D., as City Manager and approving a City Manager Contract.

Public Hearing:

Council Vote: October 25, 2021

City Manager Orr said he was honored and humbled to have the opportunity to lead the city as the next City Manager. He thanked his family and supporters.

(6:19 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

6. Resolution No. 2021-099 approving a Texas Parks and Wildlife Community Outdoor Outreach Program grant application for support of the Days Creek Watershed Restoration Project in the amount of \$44,200.

Public Hearing:

Council Vote: October 25, 2021

Keith Beason briefed this agenda item.

(6:24 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VIII. FIRST BRIEFINGS

1. Resolution No. 2021-091 adopting and approving the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet in its entirety and adopting the allocation method for Opioid Settlement Proceeds as set forth in the Texas Term Sheet (\$192,094 allocated to Texarkana, Texas).

Public Hearing:

Council Vote: November 8, 2021

Kevin Schutte briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 11/8/2021 6:00 PM
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2. Ordinance No. 2021-096 granting a Specific Use Permit to allow the location of a tattoo studio on Lots 1-12, Block 1, Crestwood Addition, located at 3917 N. State Line Avenue. Randy Lacy, owner and Michael Boleware, agent.

Public Hearing: November 8, 2021

Council Vote: November 8, 2021

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 11/8/2021 6:00 PM
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3. Ordinance No. 2021-097 amending PD-00-6 (O) for site plan approval on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18, located at 3930 Galleria Oaks Drive. C. J. Uzick representing Arkansas Heart Hospital, owner and Kayla Wood, MTG Engineering and Surveyors, agent.

Public Hearing: November 8, 2021

Council Vote: November 8, 2021

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 11/8/2021 6:00 PM
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4. Ordinance No. 2021-098 amending PD-15-1 (O) for site plan approval on an approximate 3.485-acre tract of land (Being Tract 51), J. A. Talbot HRS, A-564, located at 5808 Richmond Road. Blake Rich representing Grand Oaks ALF, LLC, and Kayla Wood, MTG Engineering and Surveyors, agent. (A 3/4 vote of the City Council is required to approve this request.)

Public Hearing: November 8, 2021

Council Vote: November 8, 2021

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 11/8/2021 6:00 PM
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IX. PUBLIC HEARINGS - NONE

X. ITEMS FOR DISCUSSION

City Manager's Report

Texarkana Public Facility Corporation (TPFC) to host a Completion Ceremony

The Texarkana Public Facility Corporation (TPFC) will host a Completion Ceremony to celebrate the Rental Assistance Demonstration (RAD) program. The event will take place on Wednesday, November 3, 2021, from 6:00 p.m. - 8:00 p.m. at the Northridge Country Club.

Riverbend Board of Directors Meeting

The next Riverbend Board of Directors meeting is scheduled for Wednesday, October 27, 2021, at 12:00 p.m. at the Riverbend offices. Staff will present an update on the water rate true-up process that was delayed due to the cyber-attack.

TEXAR's Local Bands, Local Brews & Local Bites

TEXAR's Local Bands, Local Brews & Local Bites will be held on Thursday, November 4, 2021, from 7:00 p.m. - 9:00 p.m. in front of the Perot Theatre. Bring a lawn chair and enjoy free live music by local band Split Decision downtown.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council had no administrative comments for staff.

2. City Staff

Staff had no administrative comments for Council.

XII. ADJOURNMENT

Motion to Adjourn

A motion was made to adjourn the meeting.
(6:38 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman



Vicky Coopwood
Asst. City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • OCTOBER 11, 2021

Council Chambers

Regular Meeting

6:00 PM

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Attendee Name	Title	Status	Arrived
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Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Present	
Bill Harp	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: Interim City Manager David Orr, Vicky Coopwood, Jennifer Evans, Karey Parker, Kristin Peebles, Vashil Fernandez, J. W. Bramlett, Lisa Thompson, Kevin Schutte, Mashell Daniel, Eric Schlotter, Robby Robertson and Dustin Henslee.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER MARY HART

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, October 25, 2021 at 6:00 p.m.

Monday, November 8, 2021 at 6:00 p.m. (REMINDER: Only one November meeting.)

Upcoming City Events:

Save the Date: Ribbon Cutting for the Courthouse Square Connections Project at the U.S. Post Office and Federal Courthouse will take place Friday, October 29th at 11:30 a.m. Local high school bands, food trucks and more will be on hand to celebrate the new improvements.

The Tough Kookie Foundation Breast Cancer Race will take place at Texas A&M-Texarkana, 7101 University Avenue, on October 16th. The race will start at 7:00 a.m. Participants can sign-up online at ToughKookie.org.

Minutes Acceptance: Minutes of Oct 11, 2021 6:00 PM (Consent Items)

Parks & Recreation Events:

October 14 th	Movies in the Park - "Tom and Jerry"	Spring Lake Park
October 16 th	Alzheimer's Awareness Walk	Spring Lake Park
October 21 st	Fall Festival	Spring Lake Park
October 21 st	Movies in the Park - "Cruella"	Spring Lake Park
October 23 rd	Yard Sale / Electronics Recycle	Spring Lake Park

****Movies in the Park will start at dusk****

Additional Parks & Recreation information can be found on the city's website at <http://www.ci.texarkana.tx.us> or by contacting staff at (903) 798-3978.

IV. SPECIAL PRESENTATIONS

2021 Live United Bowl - by Jerry Huckabee

Mr. Huckabee said the 9th Annual Live United Bowl will be held on Saturday, December 4th. Farmer's Bank and Trust is replacing Dean Barry as the title sponsor of the event. Two additional feature events are the team banquet and community pep rally. Both events will be held on the Friday night before the game at the Texarkana Convention Center. He thanked the City for its partnership in supporting this event.

Future Leaders Exchange (FLEX) Students

Celia Moreno Gonzalez is from Seville, Spain and attends Texas High. Celia applied to be an exchange student because she wants to experience and adapt to a different way of living, improve her English and become more independent. At Texas High, she has joined Rosebuds, Latin Club, Student Council and the swim team. (Hosts: Doug and Christina Dietz)

Khuslen Ganbat is from Mongolia and attends Texas High. He wants to learn about American history, culture and ethics. He speaks excellent English. Khuslen wanted to play volleyball but Texas High doesn't have a men's team. He decided to try cross country. (Hosts: Ed and Loretta Williams)

The Mayor presented each student with a city lapel pin and thanked them for their attendance.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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A. E Jernigan is the pastor of Mount Zion Baptist Church located at Robison Road and Lake Drive. This church is the oldest black church in Texarkana, founded in 1873. The congregation recently celebrated its 148th birthday and the Mayor attended. Pastor

Jernigan gave lapel pins to the Mayor and City Council and thanked them for their support.

Josh Morris expressed support to appoint David Orr as the next City Manager.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Council Member Harp made the following recommendation to the Permit and License Appeal Board: Steven Kelley, Kristi Dunn, Brian Barry, Dana Iona, Kimberly Perry, Adriana McEntire (alternate), Iran Pitre (alternate).

Mayor Bruggeman recommended J. W. Bramlett to the Library Commission as an ex-officio member filling the expired term of Ann Burke.

(6:23 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Davis, Ward 6
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:34 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on September 27, 2021 at 6:00 PM.

Action Items - None

VIII. FIRST BRIEFINGS - NONE

IX. PUBLIC HEARINGS

1. Ordinance No. 2021-087 closing and abandoning a section of a forty-foot (40') street right-of-way and retaining a utility easement in its place, in the Classic Auto Park East Addition and the George Brinlee HRS, A-18, located in the 900 block of Franklin Street.

Public Hearing: October 11, 2021
Council Vote: October 11, 2021

There were no public comments made at this hearing.
(6:37 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christie Page, Ward 4
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

2. Ordinance No. 2021-088 rezoning a 0.48-acre tract of land (being Tract 49) in the Howard Etheridge HRS, A-182, located at 1801 Waterall Street. Single Family-2 to Neighborhood Service. Knights of Columbus, owner, Kevin DuPree, agent.

Public Hearing: October 11, 2021
Council Vote: October 11, 2021

There were no public comments made at this hearing.
(6:38 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

X. ITEMS FOR DISCUSSION

Interim City Manager's Report

I-30 Construction Update from TXDOT

The project is in Phase 1B with the primary work area in the median to construct concrete pavement. There continues to be temporary lane closures primarily at night between 8:00 p.m. and 6:00 a.m. There are temporary lane closures on the weekends related to crash investigations. TxDOT and the City encourage the public to use caution in the construction areas and ask motorists to check traffic updates by visiting www.drivetexas.org <https://protect-us.mimecast.com/s/B2WtCM8gKxFqQB78tkD5t8?domain=drivetexas.org> .

The following is a link to the I-30 Widening Project (the project currently under construction) Public Information page: <https://www.txdot.gov/inside->

txdot/projects/studies/atlanta/i-30-widening-project-4-lane-to-6-lane.html
<https://protect-us.mimecast.com/s/qcMxCR6nKDcvJO34FVaMCJ?domain=lnks.gd>

Ribbon Cutting for the Courthouse Square Connections Project

This event will take place at the U.S. Post Office and Federal Courthouse on Friday, October 29th at 11:30 a.m. All local schools are invited for the ribbon-cutting. There will be a few remarks and a photo opportunity at 11:30 a.m. followed by food trucks, outdoor games and fun.

Food Truck Fridays at the Federal Courthouse & Post Office

Lunch will be available every Friday throughout the month of October from 11:00 a.m. to 1:00 p.m.

Leadership Texarkana Fall Party at the Texarkana Convention Center

Leadership Texarkana's annual Fall Party - celebrating generous Partners and Members - will be held after hours Tuesday, October 12th. The event will include the opportunity to welcome members of the newest and largest Leadership Texarkana Class (50 total this year) and offer lots of festivity, live music, food, friends, and fun. The event will kick off at 5:00 p.m. with brief remarks. The City is the signature sponsor for this annual event.

Perot Theatre Open House & Toast

Tours of the newly enhanced theatre along with hors d'oeuvres will be served on Tuesday, October 12th from 5:30 p.m. to 7:00 p.m. The City and Texarkana Symphony Orchestra will cohost this event.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Harp reminded the Mayor and Council Members that Leadership Texarkana will be hosting its local government, law and court session on December 14th. A breakfast for city elected officials will be held before the meeting. Breakfast starts at 8:00 a.m.

2. City Staff

Staff had no administrative comments for Council.

XII. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) to discuss or deliberate the appointment of David W. Orr, Ph.D., as City Manager, and to discuss or deliberate a City Manager Contract.

XIII. RECONVENED INTO OPEN SESSION

Council Member Harp recommended the appointment of David Orr as City Manager and asked the City Attorney and Mayor Bruggeman to work on an ordinance and contract to be considered at the next council meeting.

(7:36 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

XIV. ADJOURNMENT

A motion was made to adjourn the meeting.

(7:37 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Davis, Ward 6
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman



Vicky Coopwood
Asst. City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/21/2021 1:17 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2021-092 amending the budget for the Texarkana Area
Community Foundation (TACF) Grant Fund (Fund 243) to reflect additional
Subject: revenue and expenditures of \$1,500 for grant funding received from the
Texarkana Area Community Foundation.

Briefing: 10/25/2021 **Public Hearing:** **Council Vote:** 10/25/2021

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City was awarded \$1,500 in funding from the Texarkana Area Community Foundation for emergency small business loans. This funding was not included in the original budget for the fiscal year ending September 30, 2022. Staff is requesting that these funds be added to the TACF Grant Fund (Fund 243) budget for the fiscal year ending September 30, 2022.

The City of Texarkana, Texas seeks to provide a quality place to live, do business, enjoy community and participate in the civic process in Texarkana, Texas. To that end, the City offers many programs and services to residents and business owners within the city, which includes the work of the Economic Development Office and Planning and Community Development Department. The city frequently provides assistance to small business owners who are struggling in a post-pandemic economy to make ends meet. We frequently get calls from business owners in our city who have an unforeseen expense that is preventing them from operating. i.e. a busted sink, or a shattered glass window, or a high electric bill. These unforeseen expenses may not seem like much to many, but to a business owner already struggling to keep their doors open, these unforeseen expenses can be the final straw that causes them to shutter their business. We want to provide microloans to those business owners, and give them a low-interest option, when traditional lending might not work. We want to be an alternative to a payday loan or shuttered business. This micro-lending program is one missing piece to the services currently provided to small business owners in Texarkana. We have worked with the SBDC and ArkTex Council of Governments to identify this gap in services. The microloans, not to exceed \$500 each, would be reviewed by an internal loan committee, given at a low interest rate, and could be paid back over a period of 12 months, which would create income generation to continue the program year-to-year.

Allowable expenses will include materials, contractor fees, working capital, inventory, supplies, furniture, fixtures, machinery, equipment, and miscellaneous expenses associated with keeping the doors of a business open. There will be an immediate need proven by the applicant, and tangible expenses shown on a bid/quote/invoice/etc.

City of Texarkana, Texas

Potential Options:

- Approve
- Deny

Fiscal Implications:

Appropriation of grant award. No financial impact to the City.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2021-092 ORD Amending Budget for TACF Grant (DOC)
- b. 2021-092 ATTH 01 Microlending Program (PDF)
- c. 2021-092 Goals & Perspectives (DOCX)
- d. 2021-092 ORD Amending budget for TACF Grant Signed (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed	
	10/12/2021 2:36 PM			
Finance Department	Kristin Peebles	Finance Review	Completed	10/12/2021
	2:38 PM			
Economic Development		Lisa Thompson	Review	Completed
	10/21/2021 12:47 PM			
City Manager	David Orr	City Manager Review	Completed	10/21/2021
	5:02 PM			
City Council	Vicky Coopwood	Meeting	Completed	10/25/2021
	6:00 PM			

Meeting History

ORDINANCE NO. 2021-092

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUE AND EXPENDITURES FOR THE TEXARKANA AREA COMMUNITY FOUNDATION (TACF) GRANT FUND (FUND 243) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, ADDING THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, was awarded **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** in funding from the Texarkana Area Community Foundation (TACF) for emergency small business loans; and

WHEREAS, these funds are not currently included in the budget for the TACF Grant Fund (Fund 243) for the fiscal year ending September 30, 2022; and

WHEREAS, City staff recommends amending the budget estimate of the City's revenues and expenditures for the fiscal year beginning October 1, 2021, and ending September 30, 2022, to include the additional funding in the TACF Grant Fund (Fund 243).

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

SECTION 1: That the budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2021, and ending September 30, 2022, be amended to reflect additional revenue and expenditures appropriated of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** added to the TACF Grant Fund (Fund 243).

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th day of October, 2021.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR



City of Texarkana, Texas
Office of Economic Development
Published October 2021

SMALL BUSINESS EMERGENCY MICROLENDING PROGRAM

APPLICATION

DESCRIPTION

The Small Business Emergency Microloan Program was created through a grant from the Texarkana Area Community Foundation. Its purpose is to help small business owners continue operations despite financial setbacks in the form of damage, incidentals, and unforeseen expenses. These unforeseen expenses may not seem like much to many, but to a business owner already struggling to keep their doors open, these unforeseen expenses can be the final straw that causes their business to shutter. We want to provide microloans to the business owners, and give them a low-interest option when traditional lending might not work.

PROCESS

Applicants will complete a loan application and turn it in to the Office of Economic Development, ATTN: Lisa Thompson at 220 Texas Blvd. Texarkana, Texas or by emailing it to lisa.thompson@txkusa.org

Staff will review the loan application and assemble a meeting of the internal review committee (IRC). Upon review, the IRC will determine eligibility and make a recommendation for loan approval or denial. The Office of Economic Development will contact the loan applicant within three business days and send a loan contract for review. Upon signature from loan applicant to the loan contract, loan funds will be issued in check form and can be picked up from the Finance Department in an expedient time frame.

LOAN TERMS

Loans can be issued for up to \$500, and will be paid back within 12 months of the loan issuance at a rate of the 10-year treasury rate + 1%. Businesses qualify as long as annual revenue does not exceed \$1 million and there are no more than 25 employees.

ALLOWABLE EXPENSES

Allowable expenses will include materials, contractor fees, working capital, inventory, supplies, furniture, fixtures, machinery, equipment, and miscellaneous expenses associated with keeping the doors of a business open. There will be an immediate need proven by the applicant, and tangible expenses shown on a bid/quote/invoice/etc.

FOR QUESTIONS OR MORE
INFORMATION, CALL 903-798-1743

Small Business Emergency Microloan Application

Name of Applicant: _____ Business Name: _____

Home Address: _____ Business Address: _____

City, State: _____ City, State: _____

Note: Applicants must have a business in the city limits of Texarkana, Texas to qualify

Personal Phone: _____ Business Phone: _____

Contact Email: _____

Business description: _____

Number of Employees: _____ Annual Revenue: _____

Description of need: _____

Amount Requested: _____

Note: Documentation will be required with invoices, quotes, receipts or estimates. Please attached.

Documentation:

Certificate of Occupancy and/or Permits with the City of Texarkana, Texas will be verified.

Invoices, Quotes, Receipts or Estimates of work should be attached.

Business Financial Statements (Most Recent Year End & Interim) should be attached.

FOR INTERNAL USE ONLY:

Recommended? Yes No

Amount? _____

Date Reviewed: _____

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

Attachment: 2021-092 Goals & Perspectives (3569 : 2021-092 ORD Amending Budget for TACF Grant)

ORDINANCE NO. 2021-092

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUE AND EXPENDITURES FOR THE TEXARKANA AREA COMMUNITY FOUNDATION (TACF) GRANT FUND (FUND 243) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, ADDING THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, was awarded **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** in funding from the Texarkana Area Community Foundation (TACF) for emergency small business loans; and

WHEREAS, these funds are not currently included in the budget for the TACF Grant Fund (Fund 243) for the fiscal year ending September 30, 2022; and

WHEREAS, City staff recommends amending the budget estimate of the City's revenues and expenditures for the fiscal year beginning October 1, 2021, and ending September 30, 2022, to include the additional funding in the TACF Grant Fund (Fund 243).

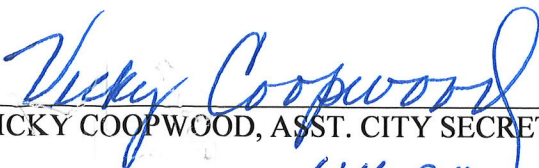
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2021, and ending September 30, 2022, be amended to reflect additional revenue and expenditures appropriated of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)** added to the TACF Grant Fund (Fund 243).

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th** day of **October, 2021**.

ATTEST:


VICKY COOPWOOD, ASST. CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.

Attachment: 2021-092 ORD Amending budget for TACF Grant Signed (3569 : 2021-092 ORD Amending Budget for TACF Grant)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/13/2021 4:22 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Subject: Resolution No. 2021-093 approving Bowie Central Appraisal District's 2021 tax roll.
Briefing: 10/25/2021 **Public Hearing:** **Council Vote:** 10/25/2021

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bowie Central Appraisal District has completed and presented the City's 2021 tax roll for the City, TIRZ District No. 1 and TIRZ District No. 2. This roll, as presented, needs to be approved by signature of the City Council, and returned to the Appraisal District.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Collections by Bowie Central Appraisal District from the approved tax roll provide funds needed for the operating budget for fiscal year ending September 30, 2022.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2021-093 RES Approving 2021 Tax Roll (DOC)
- 2021-093 Goals & Perspectives (DOCX)

City of Texarkana, Texas

- c. 2021-093 EXH 'A' 2021 Official Tax Roll (PDF)
- d. 2021-093 RES Approving 2021 tax rollSigned (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed	
	10/12/2021 2:42 PM			
Finance Department	Kristin Peebles	Finance Review	Completed	10/12/2021
2:42 PM				
City Manager	David Orr	City Manager Review	Completed	10/12/2021
4:04 PM				
City Council	Vicky Coopwood	Meeting	Completed	10/25/2021
6:00 PM				

Meeting History

RESOLUTION NO. 2021-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BOWIE CENTRAL APPRAISAL DISTRICT 2021 TAX ROLL FOR THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bowie Central Appraisal District has completed the 2021 Tax Roll; and

WHEREAS, it is recommended by the Finance Department that the 2021 Tax Roll for the City of Texarkana, Texas, be approved as presented.

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

SECTION 1: The 2021 Tax Roll for the City of Texarkana, Texas, as prepared and presented by the Bowie Central Appraisal District, is hereby approved. Copies of the City of Texarkana, Texas, 2021 Tax Roll are attached hereto and incorporated herein as **Exhibit “A”**.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th day of October, 2021**.

ATTEST:

VICKY COOPWOOD ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2021-093 RES Approving 2021 Tax Roll (3570 : 2021-093 RES Approving 2021 Tax Roll)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

CITY OF TEXARKKANA

2021 TAX ROLL

TOTAL TAXABLE VALUE	2,385,592,125
GROSS TAX LEVY	\$15,506,353.56
LESS TAX ON FROZEN ITEMS	\$2,278,232.14
PLUS FROZEN TAXES	\$1,781,313.52
PLUS LATE PENALTY GAIN	\$30,706.57
TOTAL TAX LEVY	\$15,040,141.51

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER , JEAN MATLOCK

MEMBER , MARY HART

MEMBER , BETTY WILLIAMS

MEMBER , CHRISTIE PAGE

MEMBER , JAY DAVIS

MEMBER, BILL HARP

APPROVED THE _____ DAY OF _____

2021

Attachment: 2021-093 EXH 'A' 2021 Official Tax Roll (3570 : 2021-093 RES Approving 2021 Tax Roll)

CITY OF TEXARKKANA T1

2021 TAX ROLL

TOTAL TAXABLE VALUE	355,675,160
GROSS TAX LEVY	\$2,311,888.67
LESS TAX ON FROZEN ITEMS	\$18,324.92
PLUS FROZEN TAXES	\$12,624.65
PLUS LATE PENALTY GAIN	\$0.00
TOTAL TAX LEVY	\$2,306,188.40

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER , JEAN MATLOCK

MEMBER , MARY HART

MEMBER , BETTY WILLIAMS

MEMBER , CHRISTIE PAGE

MEMBER , JAY DAVIS

MEMBER, BILL HARP

APPROVED THE _____ DAY OF _____

2021

Attachment: 2021-093 EXH 'A' 2021 Official Tax Roll (3570 : 2021-093 RES Approving 2021 Tax Roll)

CITY OF TEXARKKANA T2

2021 TAX ROLL

TOTAL TAXABLE VALUE	57,419,993
GROSS TAX LEVY	\$373,230.13
LESS TAX ON FROZEN ITEMS	\$2,776.03
PLUS FROZEN TAXES	\$2,460.72
PLUS LATE PENALTY GAIN	\$0.00
TOTAL TAX LEVY	\$372,914.82

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER , JEAN MATLOCK

MEMBER , MARY HART

MEMBER , BETTY WILLIAMS

MEMBER , CHRISTIE PAGE

MEMBER , JAY DAVIS

MEMBER, BILL HARP

APPROVED THE _____ DAY OF _____

2021

Attachment: 2021-093 EXH 'A' 2021 Official Tax Roll (3570 : 2021-093 RES Approving 2021 Tax Roll)

RESOLUTION NO. 2021-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BOWIE CENTRAL APPRAISAL DISTRICT 2021 TAX ROLL FOR THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bowie Central Appraisal District has completed the 2021 Tax Roll; and

WHEREAS, it is recommended by the Finance Department that the 2021 Tax Roll for the City of Texarkana, Texas, be approved as presented.

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

SECTION 1: The 2021 Tax Roll for the City of Texarkana, Texas, as prepared and presented by the Bowie Central Appraisal District, is hereby approved. Copies of the City of Texarkana, Texas, 2021 Tax Roll are attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th** day of **October, 2021**.

ATTEST:


VICKY COOPWOOD ASST. CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.

Attachment: 2021-093 RES Approving 2021 tax roll Signed (3570 : 2021-093 RES Approving 2021 Tax Roll)

CITY OF TEXARKKANA

2021 TAX ROLL

TOTAL TAXABLE VALUE	2,385,592,125
GROSS TAX LEVY	\$15,506,353.56
LESS TAX ON FROZEN ITEMS	\$2,278,232.14
PLUS FROZEN TAXES	\$1,781,313.52
PLUS LATE PENALTY GAIN	\$30,706.57
TOTAL TAX LEVY	\$15,040,141.51

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER , JEAN MATLOCK

MEMBER , MARY HART

MEMBER , BETTY WILLIAMS

MEMBER , CHRISTIE PAGE

MEMBER , JAY DAVIS

MEMBER , BILL HARP

APPROVED THE 25th DAY OF OCTOBER 2021

Attachment: 2021-093 RES Approving 2021 tax roll Signed (3570 : 2021-093 RES Approving 2021 Tax Roll)

CITY OF TEXARKKANA T1

2021 TAX ROLL

TOTAL TAXABLE VALUE	355,675,160
GROSS TAX LEVY	\$2,311,888.67
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TOTAL TAX LEVY	\$2,306,188.40

COUNCIL MEMBERS:

MAYOR, BOB BRUGGEMAN



MEMBER, JEAN MATLOCK



MEMBER, MARY HART



MEMBER, BETTY WILLIAMS



MEMBER, CHRISTIE PAGE



MEMBER, JAY DAVIS



MEMBER, BILL HARP

APPROVED THE 25th DAY OF OCTOBER 2021

CITY OF TEXARKKANA T2

2021 TAX ROLL

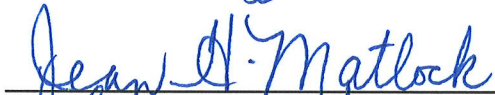
TOTAL TAXABLE VALUE	57,419,993
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LESS TAX ON FROZEN ITEMS	\$2,776.03
PLUS FROZEN TAXES	\$2,460.72
PLUS LATE PENALTY GAIN	\$0.00
TOTAL TAX LEVY	\$372,914.82

COUNCIL MEMBERS:

MAYOR, BOB BRUGGEMAN



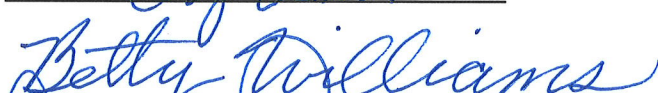
MEMBER, JEAN MATLOCK



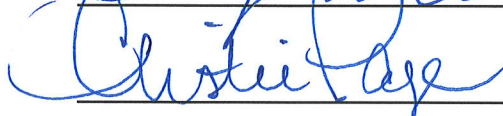
MEMBER, MARY HART



MEMBER, BETTY WILLIAMS



MEMBER, CHRISTIE PAGE



MEMBER, JAY DAVIS



MEMBER, BILL HARP

APPROVED THE 25th DAY OF OCTOBER 2021

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/13/2021 3:44 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2021-094 authorizing the expenditure of Community Relations funds in support of the Live United Bowl Team's banquet in an amount not to exceed \$20,000.

Briefing: 10/25/2021 **Public Hearing:** **Council Vote:** 10/25/2021

Item Schedule

Updates/History of Briefing:

For the past several years, the City Council has used Community Relations funding to support a banquet dinner at a Texas-side venue for the teams playing in this annual college football game event.

Executive Summary and Background Information:

The Famers Bank & Trust (formerly Agent Barry) Live United Bowl committee has requested that the City of Texarkana, Texas, financially support the 2021 Famers Bank & Trust Live United Bowl. The committee desires to have both Texarkana, Texas, and Texarkana, Arkansas, involved in this growing annual event. Businesses and charitable organizations on both sides of the state line will benefit from the bowl event.

A Texas-side venue has been reserved for the Team's Banquet. The funds will be used to provide a banquet meal and a guest speaker. The banquet is an integral part of the bowl experience for the teams and schools participating in the game. Both teams as well as other support staff will be attending the banquet and a pep rally will be held after the event.

Potential Options:

- Adopt the resolution as presented.
- Deny the resolution.

Fiscal Implications:

Expenditure of Community Relations funds in an amount not to exceed \$20,000.

Staff Recommendation:

Staff recommends for approval of this resolution.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

City of Texarkana, Texas

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2021-094 RES Live United Bowl Banquet Expenditure (DOC)
- b. 2021-094 Goals & Perspectives (DOCX)
- c. 2021-094 RES Live United Bowl Banquet Signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	10/13/2021 3:44 PM		
City Manager	David Orr	City Manager Review Completed	10/13/2021
5:09 PM			
City Council	Vicky Coopwood	Meeting	Completed 10/25/2021
6:00 PM			

Meeting History

RESOLUTION NO. 2021 - 094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXPEND UP TO AN AMOUNT NOT TO EXCEED \$20,000 OF COMMUNITY RELATIONS FUNDING IN SUPPORT OF THE BANQUET FOR THE 2021 FARMERS BANK & TRUST LIVE UNITED BOWL TO BE HELD AT A TEXAS-SIDE VENUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Farmers Bank & Trust Live United Bowl game will occur on Saturday, December 4, 2021; and

WHEREAS, the bowl committee requested that the City of Texarkana, Texas, financially support the 2021 Farmers Bank & Trust United Bowl event; and

WHEREAS, the committee and city staff decided that it would be more appropriate for Texarkana, Texas, to host an activity related to the bowl game which provides for this event to take place on the Texas side of the city; and

WHEREAS, the event committee estimates that the banquet will cost approximately \$15,000.

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

SECTION 1: The City Manager is hereby authorized to expend up to an amount not to exceed **\$20,000** of Community Relations funds in support of the 2021 Farmers Bank & Trust Live United Bowl banquet to be held at a Texas-side venue on December 4, 2021.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th day of October, 2021.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2021-094 RES Live United Bowl Banquet Expenditure (3571 : 2021-094 RES Live United Bowl Expenditure)

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

RESOLUTION NO. 2021 - 094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXPEND UP TO AN AMOUNT NOT TO EXCEED \$20,000 OF COMMUNITY RELATIONS FUNDING IN SUPPORT OF THE BANQUET FOR THE 2021 FARMERS BANK & TRUST LIVE UNITED BOWL TO BE HELD AT A TEXAS-SIDE VENUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Farmers Bank & Trust Live United Bowl game will occur on Saturday, December 4, 2021; and

WHEREAS, the bowl committee requested that the City of Texarkana, Texas, financially support the 2021 Farmers Bank & Trust United Bowl event; and

WHEREAS, the committee and city staff decided that it would be more appropriate for Texarkana, Texas, to host an activity related to the bowl game which provides for this event to take place on the Texas side of the city; and

WHEREAS, the event committee estimates that the banquet will cost approximately \$15,000.

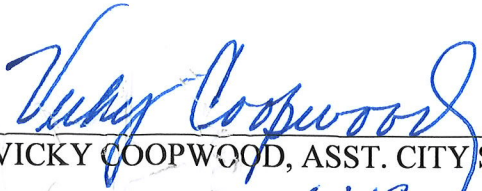
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Manager is hereby authorized to expend up to an amount not to exceed **\$20,000** of Community Relations funds in support of the 2021 Farmers Bank & Trust Live United Bowl banquet to be held at a Texas-side venue on December 4, 2021.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th** day of **October, 2021**.

ATTEST:


 VICKY COOPWOOD, ASST. CITY SECRETARY
 6:18 p.m.


 BOB BRUGGEMAN, MAYOR

Attachment: 2021-094 RES Live United Bowl Banquet Signed (3571 : 2021-094 RES Live United Bowl Expenditure)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/19/2021 8:01 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Ordinance No. 2021-095 appointing David W. Orr, Ph.D., as City Manager and approving a City Manager Contract.

Briefing: 10/25/2021 **Public Hearing:** **Council Vote:** 10/25/2021

Item Schedule

Updates/History of Briefing:

(Insert Date Here):

(Insert Text Here) or Select, Delete this and all text with parentheses and say "NOT APPLICABLE"

Executive Summary and Background Information:
Potential Options:

- List or "None"
-

Fiscal Implications:

(Insert Text Here)

Staff Recommendation:

(Insert Text Here)

Advisory Board/Committee Review:

(Advisory Board/Committee Name OR say "NONE")

Board/Committee Recommendation:

(Insert Date Here):

(Insert Text Here or say "NOT APPLICABLE")

Advisory Board/Committee Meeting Date and Minutes:

(Insert Minutes Here) or Select, Delete this and all text in this area and say "NOT APPLICABLE"

Attachments

- 2021-095 ORD City Mgr Orr (DOCX)
- 2021-095 Goals & Perspectives (DOCX)
- 2021-095 ORD Appt David Orr City Manager Signed (PDF)

City of Texarkana, Texas

d. 2021-095 EXH 'A' (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	10/19/2021 4:54 PM		
City Manager	David Orr	City Manager Review Completed	10/19/2021
5:13 PM			
City Council	Vicky Coopwood	Meeting	Completed 10/25/2021
6:00 PM			

Meeting History

ORDINANCE NO. 2021-095

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, APPOINTING DAVID W. ORR, Ph.D.,
AS CITY MANAGER; APPROVING A CITY MANAGER
CONTRACT; CONTAINING A SUPERSEDING CLAUSE;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Ordinance No. 2021-029, passed and approved on April 26, 2021, the City Council of the City of Texarkana, Texas, appointed David W. Orr, Ph.D., as Interim City Manager; and

WHEREAS, pursuant to Resolution No. 2021-045, passed and approved on May 24, 2021, the City Council authorized and entered into an Interim City Manager Contract with Dr. Orr; and

WHEREAS, the City Council, as authorized by the provisions of Article III of the City Charter, desires to appoint Dr. Orr as City Manager and enter into a City Manager Contract.

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

SECTION 1: The appointment of David W. Orr, Ph.D., as City Manager of the City of Texarkana, Texas, is hereby approved.

SECTION 2: The City Manager Contract by and between the City of Texarkana, Texas, and Dr. Orr, attached hereto as **Exhibit “A”**, is approved. The Mayor of the City of Texarkana, Texas, is authorized to execute said contract on behalf of the City of Texarkana, Texas.

SECTION 3: Ordinance No. 2021-029, appointing Dr. Orr as Interim City Manager, is superseded by this ordinance.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th day of October, 2021.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2021-095 ORD City Mgr Orr (3576 : 2021-095 ORD CM Contract-Orr)

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:**Resource Impact:**

Staff time required if item is approved: No Additional

Other Potential Impacts:**Public Information Plan:**

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☐ None Required	☐

Other:

ORDINANCE NO. 2021-095

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPOINTING DAVID W. ORR, Ph.D., AS CITY MANAGER; APPROVING A CITY MANAGER CONTRACT; CONTAINING A SUPERSEDING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2021-029, passed and approved on April 26, 2021, the City Council of the City of Texarkana, Texas, appointed David W. Orr, Ph.D., as Interim City Manager; and

WHEREAS, pursuant to Resolution No. 2021-045, passed and approved on May 24, 2021, the City Council authorized and entered into an Interim City Manager Contract with Dr. Orr; and

WHEREAS, the City Council, as authorized by the provisions of Article III of the City Charter, desires to appoint Dr. Orr as City Manager and enter into a City Manager Contract.

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

SECTION 1: The appointment of David W. Orr, Ph.D., as City Manager of the City of Texarkana, Texas, is hereby approved.

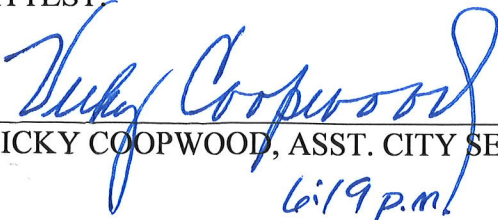
SECTION 2: The City Manager Contract by and between the City of Texarkana, Texas, and Dr. Orr, attached hereto as **Exhibit "A"**, is approved. The Mayor of the City of Texarkana, Texas, is authorized to execute said contract on behalf of the City of Texarkana, Texas.

SECTION 3: Ordinance No. 2021-029, appointing Dr. Orr as Interim City Manager, is superseded by this ordinance.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th** day of **October, 2021**.

ATTEST:


VICKY COOPWOOD, ASST. CITY SECRETARY
6:19 p.m.


BOB BRUGGEMAN, MAYOR

Attachment: 2021-095 ORD Appt David Orr City Manager Signed (3576 : 2021-095 ORD CM Contract-Orr)

Exhibit “A”

to

Ordinance No. 2021-095

City Manager Contract

The City of Texarkana, Texas ("City"), a municipal body politic and corporate in perpetuity, acting by and through its City Council ("Council"), and David W. Orr, Ph.D. ("Orr" or "Manager"), agree to the following:

I. Manager Duties and Responsibilities

1.1 APPOINTMENT, POSITION, POWERS, AND DUTIES. By Ordinance No. 2021-095, passed and approved on October 25, 2021 (the "Appointment Ordinance"), the Council appointed Orr as Manager; and Manager accepts appointment as City Manager of the City of Texarkana, Texas. Manager shall faithfully perform the powers and duties of the position of City Manager as prescribed in the City Charter, the job description, City ordinances, and as may be lawfully assigned by the Council (collectively, the "City Manager's Duties"). Manager shall perform the City Manager's Duties with reasonable care, diligence, skill and expertise. All duties assigned to Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the position. Manager shall comply with (collectively, "Applicable Laws and Authorities"): state and federal law; the City Charter; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and all lawful Council directives. Except as otherwise provided herein, Manager cannot be reassigned from the position of City Manager to another position without his express written consent.

1.2 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, Manager shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on Manager's appointment pursuant to the Appointment Ordinance, this Contract or any amendment thereto, Manager's evaluation, or for purposes of resolving conflicts between individual Council members.

1.3 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all criticisms, complaints, and suggestions called to the Council's attention or an individual Councilmember's attention to Manager for study and/or appropriate action, and Manager shall refer such matter to the appropriate City employee or shall investigate such matter and inform the Council of the results of such efforts.

1.4 INDEMNIFICATION. To the extent it may be permitted to do so by applicable law, including but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in Manager's individual or official capacity as an employee and as City Manager, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or arise(s) in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by City or by Manager. The selection of Manager's legal counsel shall be with the mutual agreement of Manager and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case

Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this paragraph exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly to comply with Chapter 102. Manager agrees to provide assistance to and cooperate with City, its agents, insurers, employees and attorneys, in any aspect of defending such claims. The parties intend that the type of claims for which any public funds may be expended pursuant to this paragraph will involve the interests of City and will not accrue solely to the benefit of Manager. The parties do not intend for City to expend public funds pursuant to this paragraph solely to the benefit of Manager. The provisions of this paragraph shall survive the termination of this Contract.

1.5 HOURS OF WORK. Manager acknowledges the proper performance of the City Manager's Duties requires Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted Manager, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager. Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Contract; provided that, with the prior consent of the Council, Manager may accept outside professional employment which does not interfere with Manager performing the City Manager's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which Manager is compensated and which are performed on Manager's time off; and as an example of such employment, the Council consents to Manager's continuing or prospective outside professional employment with institutions of higher education as adjunct instructor on courses relevant to government.

1.6 SCOPE OF CONTRACT. While the Council and Orr memorialize in this Contract various duties, responsibilities, and other matters attendant with the Appointment Ordinance and the position of Manager, Orr's employment with the City predated the Appointment Ordinance; and excepting Contract termination by removal of Manager pursuant to Article III, Section 2 of the City Charter, the parties do not intend for termination of this Contract to be deemed as termination of Orr's employment with the City. Therefore, in the event of Contract termination other than by removal of Manager pursuant to Article III, Section 2 of the City Charter, and unless otherwise agreed to by the parties, Orr shall be and consents to being reassigned to an employment position, at the discretion of the successor city manager and/or the Council, of either an Assistant City Manager or director-level head of a City department, with no reduction in his then-current salary and benefits as specified in this Contract.

II. Leave and Benefits

2.1 ACCRUED LEAVE AND BENEFITS PRESERVED. Notwithstanding any other provision of this Contract, this Contract shall not be construed, and the Council does not intend for this Contract, to supersede, restrict, or limit any leave and benefits that Orr has accrued or otherwise secured entitlement from his continuous City employment preceding his appointment as Manager.

2.2 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. Manager may take, at Manager's choice, the same number of hours of vacation authorized for other director-level City employees, the

leave to be in a single period or at different times. After providing reasonable notice to the Council of proposed or anticipated vacation and leave dates, Manager shall take vacation days and leave days at such time or times as will least interfere with the performance of the City Manager's Duties. Manager is hereby granted the same sick/personal/vacation leave benefits as authorized by City policies for director-level City employees. Manager shall log anticipated vacation or leave days in the City's payroll system in accordance with administrative practice. Manager shall observe the same legal holidays as provided by the City for its director-level employees. Manager shall provide timely notice to the City Council of anticipated vacation or leave days.

2.3 **BENEFITS - GENERAL.** Manager shall be entitled to the same insurance benefits (health, dental, vision, life, long-term disability, and critical illness) that are made available to any other director-level City employees pursuant to all Applicable Laws and Authorities. Manager shall be provided any and all other employee benefits provided to director-level City employees that are not specifically and/or individually listed herein.

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2.10 MOBILE TELEPHONE ALLOWANCE. The City shall provide Manager with a mobile telephone allowance in the amount as budgeted by the Council for director-level City employees. Manager shall maintain a personal account for the mobile telephone service and shall not open an account in the name of the City. Manager shall have total responsibility for payment of such personal account and the City shall have no obligation or responsibility related to payment other than the monthly payment to Manager of the mobile telephone allowance stated herein.

2.11 PROFESSIONAL DUES, SUBSCRIPTIONS, TRAVEL, AND CONTINUING EDUCATION. The City agrees to budget for and to pay for the following: professional dues and subscriptions of Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through Manager's continued professional participation, growth and advancement; travel and subsistence expenses of Manager for professional and official travel and meetings to adequately continue the professional development of Manager and to pursue necessary official functions for the City, including but not limited to the Texas Municipal League, the Texas City Management Association, International City/County Management Association, and such other national, regional, state and local governmental groups and committees in which Manager is or may become a member; and travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through Manager's professional development.

2.12 RESIDENCY AND RELOCATION EXPENSE. As provided in Article III, Section 1 of the City Charter, Manager agrees to reside within the city limits of Texarkana, Texas, during his tenure as City Manager. To facilitate Manager's relocation of the Manager and the Manager's family to the City, the City shall reimburse Manager's residency and relocation expenses in an amount not to exceed the sum of Five Thousand Dollars (\$5,000.00). This reimbursement shall be inclusive of expenses incurred in moving personal property and acquiring real property together with other typical expenses incurred in the process of relocating residency. This reimbursement is paid in lieu of any other compensation or reimbursement for Manager's cost and expense of establishing residency and relocating in the City.

III. Performance Evaluation

3.1 EVALUATION PROCESS. Unless the parties agree otherwise, the Council shall review and evaluate Manager's job performance at least annually and in advance of the adoption of the City annual budget. The performance reviews and evaluations shall be in accordance with criteria developed jointly by the Council and Manager. Following the evaluation, the Mayor shall provide Manager with a summary written statement of the findings of the Council, and the Council shall provide Manager a reasonable and adequate opportunity to discuss with and respond to the Council regarding the evaluation. In the event the Council determines that the evaluation procedure is to be modified by the Council, and such modifications would require new or different performance expectations, then Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

3.2 **ANNUAL GOALS.** Following the Appointment Ordinance, and continuing thereafter on an annual basis in advance of the adoption of the City annual budget, the Council and Manager shall define and prioritize in writing such goals and performance objectives which they determine necessary for the “City Manager's Duties” and in attainment of the Council's policy objectives.

3.3 **CONFIDENTIALITY.** Unless Manager expressly requests otherwise in writing, and except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or Manager from sharing the content of Manager's evaluation with their respective legal counsel.

IV. Contract Duration, Salary, and Termination

4.1 **DURATION.** Subject to the provisions of the City Charter and Paragraph 4.3, below, this Contract shall commence immediately following the date of the Appointment Ordinance to and including November 1, 2025. Following every even-numbered anniversary date of the Appointment Ordinance, two (2) years shall be added to the remaining years of Contract duration; provided, however, the Council may suspend such extension by resolution adopted and approved on or before the specified anniversary date. The Council may also act by resolution to extend Contract duration in some other manner. Any extension of Contract duration shall be memorialized in an amendment or supplement to this Contract signed by the Manager and the Mayor or Mayor Pro Tem.

4.2 **SALARY.** The City shall provide Manager with an annual salary in the sum of One Hundred Sixty-six Thousand Dollars (\$166,000.00). This salary shall be paid to Manager in equal installments on the standard payroll schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities. The Council may review and adjust the Manager's salary by resolution, and such adjusted salary shall be memorialized by the parties in an amendment or supplement to this Contract. The salary amounts in this paragraph (i) shall be increased in the event the Council budgets and appropriates a percentage increase of salaries for director-level City employees, and (ii) shall not be reduced unless the Council and Manager mutually agree in writing to such reduction, or unless a “Force Majeure” event requires such a reduction for all City payroll. The Council acknowledges that from time to time, a portion of Manager's salary may be offset by means of performance of certain City Manager's Duties in accordance with programs, grants, or other initiatives arising under or governed by state or federal law and regulations, and such offset shall be reported to the Council on an annual basis.

4.3 **TERMINATION EVENTS.** This Contract shall terminate upon any of the following:

- a. Mutual agreement of the Council and Orr in writing and signed by them;
- b. Resignation, retirement, or death of Orr;
- c. End of the Contract duration (*see* Paragraph 4.1, above).
- d. Removal of Manager pursuant to Article III, Section 2 of the City Charter (*see* Paragraph 4.4, below);

- e. Unilateral contract termination by the Council (*see* Paragraph 4.5, below);
or
- f. Manager's inability to perform essential job functions (*see* Paragraph 4.6, below).

4.4 **REMOVAL OF MANAGER PURSUANT TO THE CITY CHARTER.** Referencing the removal procedure set forth in Article III, Section 2 of the Charter, City and Manager agree that the "reasons" that must be stated for Manager's removal as referenced in Article III, Section 2, must be documented and shall be defined as follows:

- a. Any willful, knowing, grossly negligent, negligent breach, disregard, or habitual neglect of any provision of this Contract, or any willful, knowing, grossly negligent, negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by Manager under this Contract or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- b. Any misconduct of Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Manager's official duties hereunder.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or Manager in his official capacity.

4.5 **UNILATERAL SEVERANCE.** This paragraph shall apply only after thirty-six (36) months have elapsed following the date of the Appointment Ordinance. The Council may unilaterally terminate this Contract, at the pleasure of the Council, with or without reasons or cause, upon written notice and payment to Orr, as follows:

- a. If the Council determines that it desires a contract termination, it shall provide written notice to Manager at least thirty (30) days in advance of the effective date of such event ("Contract Termination Effective Date"), specifying in the notice: (i) the Council voted at a public meeting to exercise this Paragraph 4.5 of the Contract, and the date of the public meeting; (ii) the Contract Termination Effective Date; (iii) the City's commitment to pay all accrued salary and benefits under this Contract or otherwise owing by City to Orr through and including the Contract Termination Effective Date; and (iv) the City's commitment to pay the Unilateral Contract Termination Amount as defined below (including a specific line item breakdown of the items that constitute said amount).
- b. The "Unilateral Contract Termination Amount" means the total of:
 - (1) the dollar value of any accrued but unused vacation and sick/personal leave days, computed on an hourly basis determined by dividing Orr's then current annual salary by 2,080 hours; *plus*

(2) an amount equal to the dollar value of six months of Orr's then-current salary; *plus*

(3) an amount equal to the dollar value of one-twelfth of Orr's then-current salary multiplied by each year or partial year that has elapsed following the date of the six-year anniversary of the Appointment Ordinance.

c. On or before the Contract Termination Effective Date, Orr may by written notice to the City direct that the Unilateral Contract Termination Amount be paid and payable in a manner directed by him, provided that the total Unilateral Contract Termination Amount must be paid and payable on or before the one-year anniversary of the Contract Termination Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

4.6 **MANAGER'S INABILITY TO PERFORM ESSENTIAL JOB FUNCTIONS.** If requested in writing by at least three Councilmembers (or the Mayor and at least two Councilmembers), this Contract shall be deemed as Manager's consent to participate in a Council meeting as authorized by law for an evaluation of his performance of the essential job functions as City Manager. This Contract shall terminate in the event Manager: (i) is unable to perform the essential job functions of his assigned position for a continuous period of more than three months inclusive of exhaustion of accrued vacation and/or leave days, and with written confirmation from his health-care provider that he will not be able to resume, at any time within the following three months, the performance of his essential job functions with any reasonable accommodation, or (ii) becomes permanently incapable of performing his essential job functions, even with any reasonable accommodation.

V. General Provisions

5.1 **COMPLETE CONTRACT.** Subject to Paragraph 2.1 of this Contract, the entire understanding between the City and Orr relating to the appointment of Orr as Manager is set forth in this Contract and supersedes the parties' "Interim City Manager Contract" approved by the Council on May 24, 2021. Any amendments or supplements to this Contract shall be in writing and signed by the parties.

5.2 **BINDING EFFECT.** This Contract shall be binding on the City and Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

5.3 **APPROPRIATION.** The Council shall appropriate, set aside, and encumber available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Contract.

5.4 **FORCE MAJEURE.** Notwithstanding any other provision of this Contract, City shall not be liable for its non-performance or delayed performance of any duty or obligation owed to Manager, by this Contract or otherwise, because of a "Force Majeure" (defined as an event, circumstance, or act that is beyond the City's reasonable control, such as an act of God, an act of the public enemy, strikes, other labor disturbances, natural or government-declared disasters, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, or any other similar cause).

5.5 **SAVINGS CLAUSE.** In construing this Contract, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same, or as a result of the manner of the preparation of this Contract, or otherwise. Each term and provision of this Contract shall be construed and interpreted so as to render it enforceable. If any term or provision of this Contract, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

5.6 **CONTROLLING LAW.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Bowie County, Texas.

5.7 **EFFECTIVE DATE.** This Contract shall be effective on the date of Council approval of the Appointment Ordinance.

IN WITNESS WHEREOF, the City of Texarkana, Texas, has caused this Contract to be signed and executed on its behalf by its Mayor, and duly attested by its City Secretary, and Manager has signed and executed the Contract on the dates set forth below.

City of Texarkana, Texas

By:  Dated: October 25, 2021
Bob Bruggeman
Mayor

ATTEST:

 Dated: October 25, 2021
Jennifer Evans
City Secretary

Manager

 Dated: October 25, 2021
David W. Orr, Ph.D.

Attachment: 2021-095 ORD Appt David Orr City Manager Signed (3576 : 2021-095 ORD CM Contract-Orr)

Exhibit “A”

to

Ordinance No. 2021-095

Attachment: 2021-095 EXH 'A' (3576 : 2021-095 ORD CM Contract-Orr)

City Manager Contract

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2.9 **AUTOMOBILE ALLOWANCE.** The Council shall provide Manager with an automobile

allowance in the amount as budgeted by the Council for director-level City employees, which payment is in lieu of mileage expense reimbursement, gasoline or other vehicle upkeep charges associated with travel to destinations within the City. The allowance shall be paid in addition to the annual salary set forth in Paragraph 2.1 of this Contract. Manager shall not claim mileage associated with other appropriately claimed expenses provided for in Paragraph 2.6 of this Contract when conducting official business travel for the City to destinations outside of the City.

2.10 MOBILE TELEPHONE ALLOWANCE. The City shall provide Manager with a mobile telephone allowance in the amount as budgeted by the Council for director-level City employees. Manager shall maintain a personal account for the mobile telephone service and shall not open an account in the name of the City. Manager shall have total responsibility for payment of such personal account and the City shall have no obligation or responsibility related to payment other than the monthly payment to Manager of the mobile telephone allowance stated herein.

2.11 PROFESSIONAL DUES, SUBSCRIPTIONS, TRAVEL, AND CONTINUING EDUCATION. The City agrees to budget for and to pay for the following: professional dues and subscriptions of Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through Manager's continued professional participation, growth and advancement; travel and subsistence expenses of Manager for professional and official travel and meetings to adequately continue the professional development of Manager and to pursue necessary official functions for the City, including but not limited to the Texas Municipal League, the Texas City Management Association, International City/County Management Association, and such other national, regional, state and local governmental groups and committees in which Manager is or may become a member; and travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through Manager's professional development.

2.12 RESIDENCY AND RELOCATION EXPENSE. As provided in Article III, Section 1 of the City Charter, Manager agrees to reside within the city limits of Texarkana, Texas, during his tenure as City Manager. To facilitate Manager's relocation of the Manager and the Manager's family to the City, the City shall reimburse Manager's residency and relocation expenses in an amount not to exceed the sum of Five Thousand Dollars (\$5,000.00). This reimbursement shall be inclusive of expenses incurred in moving personal property and acquiring real property together with other typical expenses incurred in the process of relocating residency. This reimbursement is paid in lieu of any other compensation or reimbursement for Manager's cost and expense of establishing residency and relocating in the City.

III. Performance Evaluation

3.1 EVALUATION PROCESS. Unless the parties agree otherwise, the Council shall review and evaluate Manager's job performance at least annually and in advance of the adoption of the City annual budget. The performance reviews and evaluations shall be in accordance with criteria developed jointly by the Council and Manager. Following the evaluation, the Mayor shall provide Manager with a summary written statement of the findings of the Council, and the Council shall provide Manager a reasonable and adequate opportunity to discuss with and respond to the Council regarding the evaluation. In the event the Council determines that the evaluation procedure is to be modified by the Council, and such modifications would require new or different performance expectations, then Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

3.2 **ANNUAL GOALS.** Following the Appointment Ordinance, and continuing thereafter on an annual basis in advance of the adoption of the City annual budget, the Council and Manager shall define and prioritize in writing such goals and performance objectives which they determine necessary for the “City Manager’s Duties” and in attainment of the Council’s policy objectives.

3.3 **CONFIDENTIALITY.** Unless Manager expressly requests otherwise in writing, and except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or Manager from sharing the content of Manager’s evaluation with their respective legal counsel.

IV. Contract Duration, Salary, and Termination

4.1 **DURATION.** Subject to the provisions of the City Charter and Paragraph 4.3, below, this Contract shall commence immediately following the date of the Appointment Ordinance to and including November 1, 2025. Following every even-numbered anniversary date of the Appointment Ordinance, two (2) years shall be added to the remaining years of Contract duration; provided, however, the Council may suspend such extension by resolution adopted and approved on or before the specified anniversary date. The Council may also act by resolution to extend Contract duration in some other manner. Any extension of Contract duration shall be memorialized in an amendment or supplement to this Contract signed by the Manager and the Mayor or Mayor Pro Tem.

4.2 **SALARY.** The City shall provide Manager with an annual salary in the sum of One Hundred Sixty-six Thousand Dollars (\$166,000.00). This salary shall be paid to Manager in equal installments on the standard payroll schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities. The Council may review and adjust the Manager’s salary by resolution, and such adjusted salary shall be memorialized by the parties in an amendment or supplement to this Contract. The salary amounts in this paragraph (i) shall be increased in the event the Council budgets and appropriates a percentage increase of salaries for director-level City employees, and (ii) shall not be reduced unless the Council and Manager mutually agree in writing to such reduction, or unless a “Force Majeure” event requires such a reduction for all City payroll. The Council acknowledges that from time to time, a portion of Manager’s salary may be offset by means of performance of certain City Manager’s Duties in accordance with programs, grants, or other initiatives arising under or governed by state or federal law and regulations, and such offset shall be reported to the Council on an annual basis.

4.3 **TERMINATION EVENTS.** This Contract shall terminate upon any of the following:

- a. Mutual agreement of the Council and Orr in writing and signed by them;
- b. Resignation, retirement, or death of Orr;
- c. End of the Contract duration (*see* Paragraph 4.1, above).
- d. Removal of Manager pursuant to Article III, Section 2 of the City Charter (*see* Paragraph 4.4, below);

- e. Unilateral contract termination by the Council (*see* Paragraph 4.5, below);
or
- f. Manager's inability to perform essential job functions (*see* Paragraph 4.6, below).

4.4 REMOVAL OF MANAGER PURSUANT TO THE CITY CHARTER. Referencing the removal procedure set forth in Article III, Section 2 of the Charter, City and Manager agree that the "reasons" that must be stated for Manager's removal as referenced in Article III, Section 2, must be documented and shall be defined as follows:

- a. Any willful, knowing, grossly negligent, negligent breach, disregard, or habitual neglect of any provision of this Contract, or any willful, knowing, grossly negligent, negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by Manager under this Contract or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- b. Any misconduct of Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Manager's official duties hereunder.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or Manager in his official capacity.

4.5 UNILATERAL SEVERANCE. This paragraph shall apply only after thirty-six (36) months have elapsed following the date of the Appointment Ordinance. The Council may unilaterally terminate this Contract, at the pleasure of the Council, with or without reasons or cause, upon written notice and payment to Orr, as follows:

- a. If the Council determines that it desires a contract termination, it shall provide written notice to Manager at least thirty (30) days in advance of the effective date of such event ("Contract Termination Effective Date"), specifying in the notice: (i) the Council voted at a public meeting to exercise this Paragraph 4.5 of the Contract, and the date of the public meeting; (ii) the Contract Termination Effective Date; (iii) the City's commitment to pay all accrued salary and benefits under this Contract or otherwise owing by City to Orr through and including the Contract Termination Effective Date; and (iv) the City's commitment to pay the Unilateral Contract Termination Amount as defined below (including a specific line item breakdown of the items that constitute said amount).
- b. The "Unilateral Contract Termination Amount" means the total of:
 - (1) the dollar value of any accrued but unused vacation and sick/personal leave days, computed on an hourly basis determined by dividing Orr's then current annual salary by 2,080 hours; *plus*

(2) an amount equal to the dollar value of six months of Orr's then-current salary; *plus*

(3) an amount equal to the dollar value of one-twelfth of Orr's then-current salary multiplied by each year or partial year that has elapsed following the date of the six-year anniversary of the Appointment Ordinance.

c. On or before the Contract Termination Effective Date, Orr may by written notice to the City direct that the Unilateral Contract Termination Amount be paid and payable in a manner directed by him, provided that the total Unilateral Contract Termination Amount must be paid and payable on or before the one-year anniversary of the Contract Termination Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

4.6 **MANAGER'S INABILITY TO PERFORM ESSENTIAL JOB FUNCTIONS.** If requested in writing by at least three Councilmembers (or the Mayor and at least two Councilmembers), this Contract shall be deemed as Manager's consent to participate in a Council meeting as authorized by law for an evaluation of his performance of the essential job functions as City Manager. This Contract shall terminate in the event Manager: (i) is unable to perform the essential job functions of his assigned position for a continuous period of more than three months inclusive of exhaustion of accrued vacation and/or leave days, and with written confirmation from his health-care provider that he will not be able to resume, at any time within the following three months, the performance of his essential job functions with any reasonable accommodation, or (ii) becomes permanently incapable of performing his essential job functions, even with any reasonable accommodation.

V. General Provisions

5.1 **COMPLETE CONTRACT.** Subject to Paragraph 2.1 of this Contract, the entire understanding between the City and Orr relating to the appointment of Orr as Manager is set forth in this Contract and supersedes the parties' "Interim City Manager Contract" approved by the Council on May 24, 2021. Any amendments or supplements to this Contract shall be in writing and signed by the parties.

5.2 **BINDING EFFECT.** This Contract shall be binding on the City and Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

5.3 **APPROPRIATION.** The Council shall appropriate, set aside, and encumber available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Contract.

5.4 **FORCE MAJEURE.** Notwithstanding any other provision of this Contract, City shall not be liable for its non-performance or delayed performance of any duty or obligation owed to Manager, by this Contract or otherwise, because of a "Force Majeure" (defined as an event, circumstance, or act that is beyond the City's reasonable control, such as an act of God, an act of the public enemy, strikes, other labor disturbances, natural or government-declared disasters, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, or any other similar cause).

5.5 **SAVINGS CLAUSE.** In construing this Contract, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same, or as a result of the manner of the preparation of this Contract, or otherwise. Each term and provision of this Contract shall be construed and interpreted so as to render it enforceable. If any term or provision of this Contract, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

5.6 **CONTROLLING LAW.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Bowie County, Texas.

5.7 **EFFECTIVE DATE.** This Contract shall be effective on the date of Council approval of the Appointment Ordinance.

IN WITNESS WHEREOF, the City of Texarkana, Texas, has caused this Contract to be signed and executed on its behalf by its Mayor, and duly attested by its City Secretary, and Manager has signed and executed the Contract on the dates set forth below.

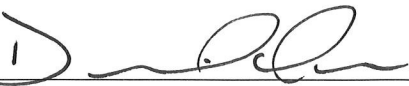
City of Texarkana, Texas

By:  Dated: October 25, 2021
Bob Bruggeman
Mayor

ATTEST:

 Dated: October 25, 2021
Jennifer Evans
City Secretary

Manager

 Dated: October 25, 2021
David W. Orr, Ph.D.

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/21/2021 1:49 PM

Lead Department: City Manager **Action Officer:** Keith Beason,
Resolution No. 2021-099 approving a Texas Parks and Wildlife Community
Subject: Outdoor Outreach Program grant application for support of the Days Creek
Watershed Restoration Project in the amount of \$44,200.

Briefing: 10/25/2021 **Public Hearing:** **Council Vote:** 10/25/2021

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

(Insert Date Here):

(Insert Text Here) or Select, Delete this and all text with parentheses and say "NOT APPLICABLE"

Executive Summary and Background Information:

The item presented before you for consideration is the approval of application for the Texas Parks and Wildlife Department Community Outdoor Outreach Program grant. If awarded we are interested in purchasing litter collecting equipment, kayaks, kayak trailers, life vests, signage and additional equipment to help with urban fishing, water quality monitoring, and clean up opportunities. These purchases will benefit the Days Creek Watershed Restoration project which is a grant that was awarded by the Natural Resource Damage Assessment to stabilize and restore several creeks, as well as wetland conservation in Texarkana, TX.

Potential Options:

- Approve to move forward with grant application.
- Reject moving forward with grant application.

Fiscal Implications:

The grant application will be for \$44,200.00 and has no matching requirement.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2021-099 RES TPWD COOP Grant (DOCX)
- b. 2021-099 Goals and Perspectives (DOCX)
- c. 2021-099 RES TPWD COOP GrantSigned (PDF)

Staff Coordination

City Manager	Keith Beason	Department Head Review	Completed
	10/20/2021 11:32 AM		
City Manager 6:39 PM	Vicky Coopwood	City Manager Review Skipped	10/25/2021
City Council 6:00 PM	Vicky Coopwood	Meeting	Completed 10/25/2021

Meeting History

RESOLUTION NO. 2021-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE TEXAS PARKS AND WILDLIFE DEPARTMENT COMMUNITY OUTDOOR OUTREACH PROGRAM GRANT, PROVIDING A TOTAL GRANT IN THE AMOUNT OF FORTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$44,200) AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Parks and Wildlife Department has notified the City, as applicant and fiscal agent for available grant funds, that the City's application for funding under the FY2022 Community Outdoor Outreach Program Grant in the amount of **\$44,200** will be considered for the period ending September 30, 2022; and

WHEREAS, the Texarkana Texas Days Creek Watershed project will be enhanced with ways to access for urban fishing, water quality testing, and monitoring purposes; and

WHEREAS, the City will not be required to furnish additional matching funding to receive funds under the grant program; and

WHEREAS, the City Council, being informed of the nature and proposed use of said grant, does consider and find that the above-recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

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

SECTION 1: The above-described Texas Parks and Wildlife Community Outdoor Outreach Program grant in the amount of **\$44,200** is hereby approved for application.

SECTION 2: The City Manager is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Community Outdoor Outreach Program Grant from the Texas Parks and Wildlife, providing a total grant in the amount of **\$44,200**.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **25th day of October, 2021**.

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2021-099 RES TPWD COOP Grant (3577 : 2021-099 RES TPWD COOP Grant)

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☒ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

RESOLUTION NO. 2021-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE TEXAS PARKS AND WILDLIFE DEPARTMENT COMMUNITY OUTDOOR OUTREACH PROGRAM GRANT, PROVIDING A TOTAL GRANT IN THE AMOUNT OF FORTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$44,200) AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Parks and Wildlife Department has notified the City, as applicant and fiscal agent for available grant funds, that the City's application for funding under the FY2022 Community Outdoor Outreach Program Grant in the amount of \$44,200 will be considered for the period ending September 30, 2022; and

WHEREAS, the Texarkana Texas Days Creek Watershed project will be enhanced with ways to access for urban fishing, water quality testing, and monitoring purposes; and

WHEREAS, the City will not be required to furnish additional matching funding to receive funds under the grant program; and

WHEREAS, the City Council, being informed of the nature and proposed use of said grant, does consider and find that the above-recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

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

SECTION 1: The above-described Texas Parks and Wildlife Community Outdoor Outreach Program grant in the amount of \$44,200 is hereby approved for application.

SECTION 2: The City Manager is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Community Outdoor Outreach Program Grant from the Texas Parks and Wildlife, providing a total grant in the amount of \$44,200.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 25th day of October, 2021.

ATTEST:


VICKY COOPWOOD, ASST. CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2021-099 RES TPWD COOP GrantSigned (3577 : 2021-099 RES TPWD COOP Grant)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/21/2021 12:30 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Resolution No. 2021-091 adopting and approving the State of Texas and Texas
Political Subdivisions' Opioid Abatement Fund Council and Settlement
Allocation Term Sheet in its entirety and adopting the allocation method for
Subject: Opioid Settlement Proceeds as set forth in the Texas Term Sheet (\$192,094
allocated to Texarkana, Texas).

Briefing: 11/8/2021 **Public Hearing:** **Council Vote:** 11/8/2021

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

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, and the Texas Term Sheet.

Other Texas municipalities identified in Exhibit B of the Texas Term Sheet for allocation of settlement funds have supported the adoption and approval of the Texas Term Sheet in its entirety, and as Texarkana is also identified in Exhibit B of the Texas Term Sheet for allocation of settlement funds.

Potential Options:

All options – adopting, revising, committing to further study, or declining adoption – are available to the Council

Fiscal Implications:

\$192,094 settlement amount

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

City of Texarkana, Texas

NOT APPLICABLE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2021-091 RES opioids settlement (DOCX)
- b. 2021-091 ATTH 01 Opioid Term Sheet (PDF)
- c. 2021-091 ATTH 02 Opioid Settlement Letter (PDF)
- d. 2021-091 Goals & Perspective (DOCX)
- e. 2021-091 RES Opioids Settlement signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	10/12/2021 10:09 AM		
City Manager	David Orr	City Manager Review Completed	10/12/2021
10:38 AM			
City Council	Vicky Coopwood	Meeting	Completed 10/25/2021
6:00 PM			

Meeting History

RESOLUTION NO. 2021-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SUPPORTING THE ADOPTION AND APPROVAL OF THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET (THE "TEXAS TERM SHEET") IN ITS ENTIRETY; SUPPORTING IN ITS ENTIRETY AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH IN THE TEXAS TERM SHEET; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS INCIDENT TO APPLYING FOR, SECURING, AND EXPENDING ALLOCATIONS OF SAID PROCEEDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; CONTAINING A SUPERSEDING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas (hereinafter, "Texarkana"), 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/or misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions, entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the "Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas, and the Texas Term Sheet is attached as **ATTH 01** to this resolution, incorporated herein by reference for all purposes; and

WHEREAS, other Texas municipalities identified in Exhibit B of the Texas Term Sheet for allocation of settlement funds have supported the adoption and approval of the Texas Term Sheet in its entirety, and as Texarkana is also identified in Exhibit B of the Texas Term Sheet for allocation of settlement funds, the City Council of Texarkana also intends by this resolution to adopt and approve the Texas Term Sheet in its entirety.

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

SECTION 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

SECTION 2. Texarkana, acting by and through its City Council, hereby supports the adoption and approval of the Texas Term Sheet in its entirety.

SECTION 3. The City Council of Texarkana finds as follows:

- A.** There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about Texarkana; and
- B.** The City Council of Texarkana 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 **ATTH 01**. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands 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 Texarkana and throughout Texas.

SECTION 4. The City Manager or designee is hereby authorized to execute all necessary documents incident to applying for, securing, and expending said settlement funds referenced herein from the State of Texas and the Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

SECTION 5. Texarkana will use any settlement funds received pursuant to this resolution only for the purposes for which they are intended under the program; and activities funded by the funds received pursuant to the Texas Term Sheet will comply with and support the adopted state and local plans within the Texas Term Sheet.

SECTION 6. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. To the extent any resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

SECTION 8. This resolution shall become effective from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session this the **8th day of November, 2021.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

- from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

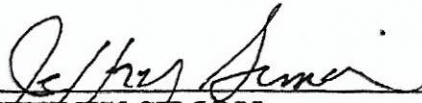


KENNETH PAXTON, JR.
ATTORNEY GENERAL

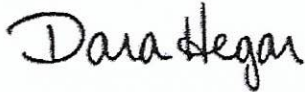
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



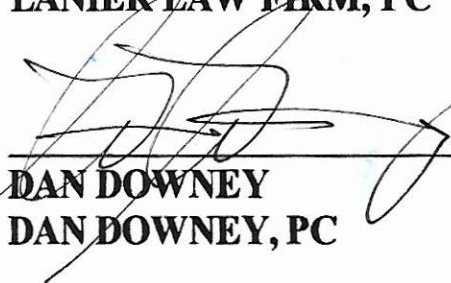
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. *Statewide Members.*

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

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

2. *Regional Members.*

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

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

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

B. Terms

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

C. Governance

1. Administration

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

NPD

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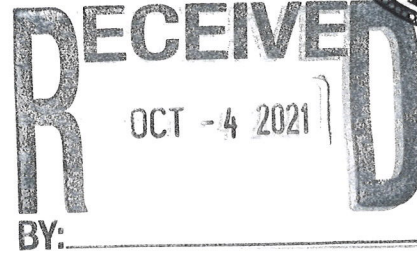
Postal Service: Please do not mark barcode

NPD AY-425-639

Jennifer Evans City Secretary/Executive Assistant

220 Texas Blvd

Texarkana, TX 75501-5625



TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them. If your subdivision has already signed on to the settlements and adopted the Texas Term Sheet, you may disregard this notice.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Texas has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

Attachment: 2021-091 ATTH 02 Opioid Settlement Letter (3568 : 2021-091 RES Opioids Settlement)

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Texas has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Settlements and adopted the Texas Term Sheet. If so, you may disregard this notice.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Office of the Attorney General of Texas has also set up a state-specific website, which may be found at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the Texas Attorney General's website to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. As part of the sign on process, your subdivision will need to submit the Subdivision Settlement Participation Forms (one for JNJ and one for the Distributors) and your resolution adopting the Texas Term Sheet. Please also be sure to include in the Subdivision Settlement Participation Forms the identity and email address of the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about the Texas allocation agreement or legislation can be found on the Texas Attorney General's website and the national settlement website. The allocation section of the national settlement website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to Texas should you elect to participate in the Settlements, you should first visit <https://www.texasattorneygeneral.gov/globalopioidsettlement> and review Exhibit B of the Texas Term Sheet to determine if your subdivision is listed. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to “opt in” to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through the process well before the January 2, 2022, deadline to be an initial participating subdivision. Again, the Texas Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. A model resolution is available on the Texas Attorney General’s Office website.

Third, submit to opioids@oag.texas.gov: your signed Subdivision Settlement Participation Forms (one for JN and one for the Distributors) and your resolution adopting the Texas Term Sheet. Continue monitoring your email for further communications.

We urge you to view the national settlement website and the Texas Attorney General’s website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at: <https://nationalopioidsettlement.com/> and <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

Questions regarding the opioid Settlements can be directed to opioids@oag.texas.gov.

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☒ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

RESOLUTION NO. 2021-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SUPPORTING THE ADOPTION AND APPROVAL OF THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET (THE "TEXAS TERM SHEET") IN ITS ENTIRETY; SUPPORTING IN ITS ENTIRETY AND ADOPTING THE ALLOCATION METHOD FOR OPIOID SETTLEMENT PROCEEDS AS SET FORTH IN THE TEXAS TERM SHEET; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS INCIDENT TO APPLYING FOR, SECURING, AND EXPENDING ALLOCATIONS OF SAID PROCEEDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; CONTAINING A SUPERSEDING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas (hereinafter, "Texarkana"), 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/or misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions, entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the "Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas, and the Texas Term Sheet is attached as ATTH 01 to this resolution, incorporated herein by reference for all purposes; and

WHEREAS, other Texas municipalities identified in Exhibit B of the Texas Term Sheet for allocation of settlement funds have supported the adoption and approval of the Texas Term Sheet in its entirety, and as Texarkana is also identified in Exhibit B of the Texas Term Sheet for allocation of settlement funds, the City Council of Texarkana also intends by this resolution to adopt and approve the Texas Term Sheet in its entirety.

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

SECTION 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

SECTION 2. Texarkana, acting by and through its City Council, hereby supports the adoption and approval of the Texas Term Sheet in its entirety.

SECTION 3. The City Council of Texarkana finds as follows:

- A. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about Texarkana; and
- B. The City Council of Texarkana 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 ATTH 01. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands 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 Texarkana and throughout Texas.

SECTION 4. The City Manager or designee is hereby authorized to execute all necessary documents incident to applying for, securing, and expending said settlement funds referenced herein from the State of Texas and the Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

SECTION 5. Texarkana will use any settlement funds received pursuant to this resolution only for the purposes for which they are intended under the program; and activities funded by the funds received pursuant to the Texas Term Sheet will comply with and support the adopted state and local plans within the Texas Term Sheet.

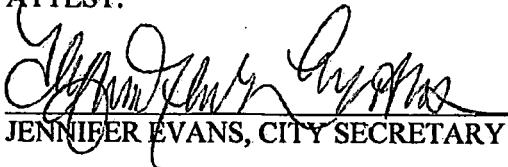
SECTION 6. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. To the extent any resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

SECTION 8. This resolution shall become effective from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session this the 8th day of November, 2021.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:43 p.m.

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

EXHIBIT K**Subdivision Settlement Participation Form**

Governmental Entity: City of Texarkana	State: Texas
Authorized Official: David Orr, City Manager	
Address 1: 220 Texas Boulevard	
Address 2:	
City, State, Zip: Texarkana, Texas 75501	
Phone: (903) 798.3902	
Email: david.orr@txkusa.org	

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

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

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

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

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

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

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

Signature:



Name:

DAVID ORR

Title:

CITY MANAGER

Date:

11/9/2021

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

EXHIBIT K**Settlement Participation Form**

Governmental Entity: City of Texarkana	State: Texas
Authorized Official: David Orr, City Manager	
Address 1: 220 Texas Boulevard	
Address 2:	
City, State, Zip: Texarkana, Texas 75501	
Phone: (903) 798.3902	
Email: david.orr@btkusa.org	

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

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

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

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

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

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

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

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

Signature:



Name:

DAVID ORR

Title:

CITY MANAGER

Date:

11/9/2021

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

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

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

2021-091 ATTH 01

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

2021-091 ATTH 01

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

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

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2021-091 ATTH 01

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.

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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.

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

2021-091 ATTH 01

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

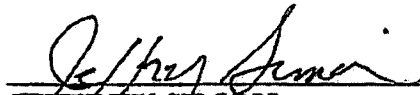


KENNETH PAXTON, JR.
ATTORNEY GENERAL

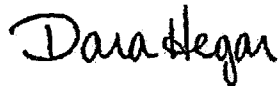
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



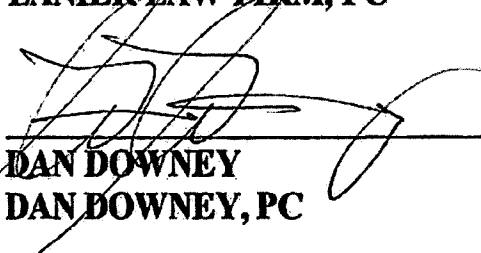
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

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2021-091 ATTH 01

EXHIBIT A

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

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

2021-091 ATTH 01

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);

2021-091 ATTH 01

- 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

2021-091 ATTH 01

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.

2021-091 ATTH 01

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.

2021-091 ATTH 01

EXHIBIT B

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

2021-091 ATTH 01

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)

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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	Sócorro	\$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

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

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

2021-091 ATTH 01

La Grange	\$9,623	Wolforth	\$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		

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

2021-091 ATTH 01

EXHIBIT C

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

2021-091 ATTH 01

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

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

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

Attachment: 2021-091 RES Opioids Settlement signed (3568 : 2021-091 RES Opioids Settlement)

City of Texarkana, Texas

Version:

Update Date: 10/21/2021 12:48 PM

Briefing Sheet

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Administrative Coordinator
Subject: Ordinance No. 2021-096 granting a Specific Use Permit to allow the location of a tattoo studio on Lots 1-12, Block 1, Crestwood Addition, located at 3917 N. State Line Avenue. Randy Lacy, owner and Michael Boleware, agent.

Briefing: 11/8/2021 **Public Hearing:** 11/8/2021 **Council Vote:** 11/8/2021

Item ScheduleSchedule 2: Brief once - vote once (two weeks)**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Randy Lacy, owner and Michael Boleware, agent, for a Specific Use Permit to allow a tattoo studio on the Lots 1-12, Block 1, Crestwood Addition, located at 3917 N State Line Avenue. This request for a Specific Use Permit is to allow the one additional use of a tattoo studio. The property is currently zoned Commercial.

The Future Land Use Map has designated this property as "Neighborhood Retail".

The adjacent zoning is Commercial to the north, south and east, and Single Family-2 to the west. The adjacent land usage is businesses to the north, south and east, and a residence to the west.

A Specific Use Permit is required to allow the one additional use of a tattoo studio in this zoning district. The application of permanent cosmetics is also considered a tattoo as well as any inked body art. The State of Texas will regulate this business as to licensing and other health related issues. This request meets all city requirements to allow the one additional use of a tattoo studio on this property. It appears that there is adequate parking for this business.

Staff recommends for approval of this request with the following stipulations:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the

City of Texarkana, Texas

regulations listed above occur, the City has the right to revoke the Specific Use Permit.

3. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That the hours of operation are 2:00 p.m. to 10:00p.m Sunday thru Thursday and 2:00 p.m. to midnight Friday and Saturday.
6. That any remodeling of the current building must meet all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

All notifications and application requirements have been met to consider this request.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

October 4, 2021

Attachments

- a. 2021 -096 ORD granting SUP for 3917 N State Line Ave (DOCX)
- b. 2021-096 ATTH 01 (Maps) (PDF)
- c. 2021-096 Goals & Perspective (DOCX)
- d. 2021-096 ORD SUP for Tattoo 3917 N. State Line signed (PDF)

Staff Coordination

City of Texarkana, Texas

Building Code Administration	Mashell Daniel	Review	Completed
10/20/2021 4:16 PM			
City Manager	David Orr	Review	Completed
5:03 PM			10/21/2021
City Council	Vicky Coopwood	Meeting	Completed
6:00 PM			10/25/2021

Meeting History

ORDINANCE NO. 2021-096

S-746

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-746 TO ALLOW THE LOCATION OF A TATTOO STUDIO IN A TENANT SPACE ON LOTS 1-12, BLOCK 1, CRESTWOOD ADDITION, LOCATED AT 3917 NORTH STATE LINE AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a **tattoo studio in a tenant space on Lots 1-12, Block 1, Crestwood Addition, located at 3917 North State Line Avenue**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a tattoo studio** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-746** for the location of a **tattoo studio in a tenant space on Lots 1-12, Block 1, Crestwood Addition, located at 3917 North State Line Avenue**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That the hours of operation will be 2:00 p.m. to 10:00 p.m. Sunday thru Thursday and 2:00 p.m. to midnight Friday and Saturday.
6. That any remodeling of the current building must meet all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of November, 2021.**

ATTEST:

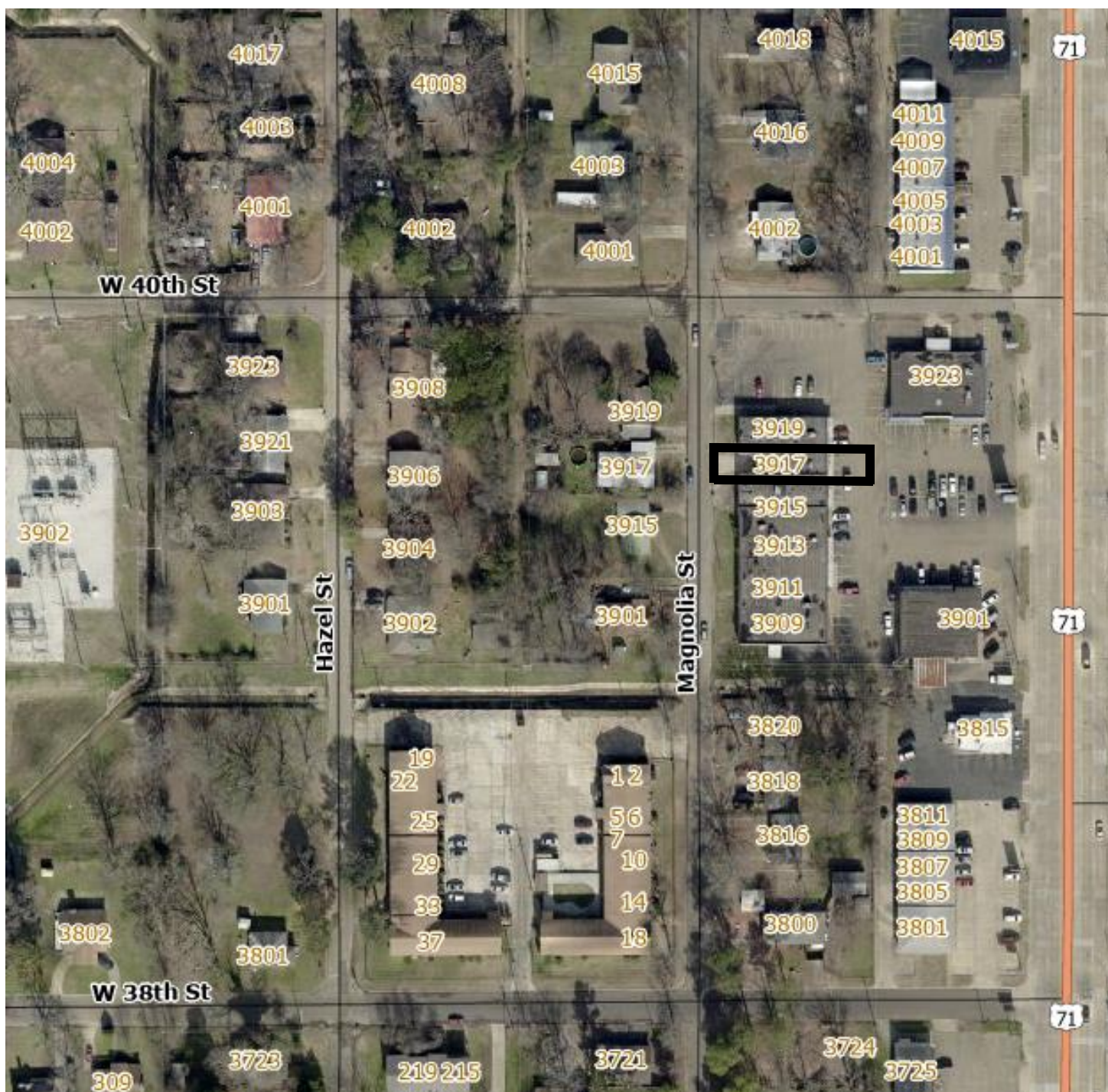
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

3917 N State Line Avenue



3917 N State Line Avenue



Attachment: 2021-096 ATTH 01 (Maps) (3573 : 2021-096 ORD SUP for tattooing at 3917 N State Line)

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☒ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

ORDINANCE NO. 2021-096

S-746

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-746 TO ALLOW THE LOCATION OF A TATTOO STUDIO IN A TENANT SPACE ON LOTS 1-12, BLOCK 1, CRESTWOOD ADDITION, LOCATED AT 3917 NORTH STATE LINE AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a **tattoo studio in a tenant space on Lots 1-12, Block 1, Crestwood Addition, located at 3917 North State Line Avenue**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a tattoo studio** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-746** for the location of a **tattoo studio in a tenant space on Lots 1-12, Block 1, Crestwood Addition, located at 3917 North State Line Avenue**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That the hours of operation will be 2:00 p.m. to 10:00 p.m. Sunday thru Thursday and 2:00 p.m. to midnight Friday and Saturday.
6. That any remodeling of the current building must meet all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art.

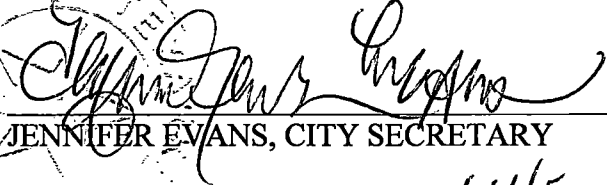
SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th** day of **November, 2021**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:45 p.m.

City of Texarkana, Texas

Version:

Update Date: 10/21/2021 12:49 PM

Briefing Sheet

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Administrative Coordinator
Ordinance No. 2021-097 amending PD-00-6 (O) for site plan approval on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18, located at 3930 Galleria Oaks Drive. C. J. Uzick representing Arkansas Heart Hospital, owner and Kayla Wood, MTG Engineering and Surveyors, agent.

Subject: Ordinance No. 2021-097 amending PD-00-6 (O) for site plan approval on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18, located at 3930 Galleria Oaks Drive. C. J. Uzick representing Arkansas Heart Hospital, owner and Kayla Wood, MTG Engineering and Surveyors, agent.

Briefing: 11/8/2021 **Public Hearing:** 11/8/2021 **Council Vote:** 11/8/2021

Item ScheduleSchedule 2: Brief once - vote once (two weeks)**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by C.J. Uzick representing Arkansas Heart Hospital, owner, and Kayla Wood, MTG Engineering and Surveyors, agent, for site plan approval on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18, located at 3930 Galleria Oaks Drive. The proposed use is a heart clinic with ambulatory surgery. This property was formerly occupied by Curt Green & Co. The current zoning is PD-Office.

The adjacent zoning is Planned Development-General Retail to the west, Single Family-2 to the south and east, and General Retail and Office to the north. The adjacent land use is a medical facility to the west, residences to the south and east, and a general retail chain and optometrist to the north.

As stated above, this is an existing building. The existing building façade is brick with cast stone. The renovation work for the proposed heart clinic will be done in two phases.

Phase I's proposed changes are as follows:

Phase I:

1. Phase I consists of remodeling the east 12,190 sq. ft. of the existing building.
2. There is existing driveway access off Galleria Oaks Drive on west side of the property. This driveway entrance will be extended across the front of building and a new driveway will be constructed on the east side of the building off Galleria Oaks Drive. This will provide two access points to the property.
3. 70 parking spaces with 8 handicapped spaces will be provided. All parking spaces shall be a minimum of 180 sq. ft. in size.

City of Texarkana, Texas

4. The existing monument style sign will be refaced and will not exceed 48 sq. ft. in size. No electronic messaging will be allowed.
5. There will be additional exterior wall signs on the north, south, and west sides of the building.
6. A new generator and pad will be added east of the existing mechanical yard at the back-southeast corner of the building.
7. Screening will be added to an existing dumpster site located at the back-northwest corner of the property.
8. The existing fire lane will be required to be extended easterly for Phase I's new driveway.
9. Lights should be shielded away from any residence and facing downward away from residential areas.

Phase II:

1. Phase II consists of remodeling the west 5,351 sq. ft. of the existing building.
2. The construction of a new 2,140 sq. ft. building addition on the west side of the building.
3. Add a covered drive-thru awning at the rear and west side of the building.
4. Extend new driveway northerly around the east and north side (back) of the building.
5. The 20' new drive around the east side and back of the building will need to be designated as a fire lane.
6. For drainage purposes, post runoff must be equal to or less than predevelopment runoff unless engineer can prove there are no negative impacts.

Staff recommends for approval of the site plan.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water, and sewer prior to the issuance of building permits.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

October 4, 2021

Attachments

- a. 2021-097 ORD Amendment to PD-00-6(O) for site plan approval (DOCX)
- b. 2021-097 EXH 'A' (Site Plan)(PDF)
- c. 2021-097 EXH 'B' (Legal Description) (PDF)
- d. 2021-097 ATTH 01 (Maps) (PDF)
- e. 2021-097 ATTH 02 (Floorplans and layout) (PDF)
- f. 2021-097 Goals & Perspective (DOCX)
- g. 2021-097 ORD Amend. to PD-00-6 3930 Galleria Oaks signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Review	Completed
	10/21/2021 3:01 PM		
City Manager	David Orr	Review	Completed 10/21/2021
5:04 PM			
City Council	Vicky Coopwood	Meeting	Completed 10/25/2021
6:00 PM			

Meeting History

ORDINANCE NO. 2021-097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-00-6(O) FOR SITE PLAN APPROVAL ON LOT 1 OF NUMBER 1 ED, A PART OF THE GEORGE BRINLEE HRS, A-18, LOCATED AT 3930 GALLERIA OAKS DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** to **remodel existing building on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18 (Exhibit ‘B’), located at 3930 Galleria Oaks Drive** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-00-6(O)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-00-6(O); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit ‘A’)** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan (**Exhibit ‘A’**) to **remodel an existing building on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18 (Exhibit ‘B’), located at 3930 Galleria Oaks Drive** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby

amends PD-00-6(O).

SECTION 2: PD-00-6(O) is hereby amended by approval of the site plan (**Exhibit ‘A’**), incorporated herein by reference for all purposes, and includes the following:

Phase I:

1. Phase I consists of remodeling the east 12,190 sq. ft. of the existing building.
2. There is existing driveway access off Galleria Oaks Drive on west side of the property. This driveway entrance will be extended across the front of building and a new driveway will be constructed on the east side of the building off Galleria Oaks Drive. This will provide two access points to the property.
3. 70 parking spaces with 8 handicapped spaces will be provided. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. The existing monument style sign will be refaced and will not exceed 48 sq. ft. in size. No electronic messaging will be allowed.
5. There will be additional exterior wall signs on the north, south, and west sides of the building.
6. A new generator and pad will be added east of the existing mechanical yard at the back southeast corner of the building.
7. Screening will be added to an existing dumpster site located at the back northwest corner of the property.
8. The existing fire lane will be required to be extended easterly for Phase I's new driveway.
9. Lights should be shielded away from any residences and facing downward.

Phase II:

1. Phase II consists of remodeling the west 5,351 sq. ft. of the existing building.
2. The construction of a new 2,140 sq. ft. building addition on the west side of the building.
3. Add a covered drive-thru awning at the rear and west side of the building.
4. Extend new driveway northerly around the east and north side (back) of the building.
5. The 20' new drive around the east side and back of the building will need to be designated as a fire lane.
6. For drainage purposes, post runoff must be equal to or less than predevelopment runoff unless engineer can prove there are no negative impacts.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and

approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of November, 2021.**

ATTEST:

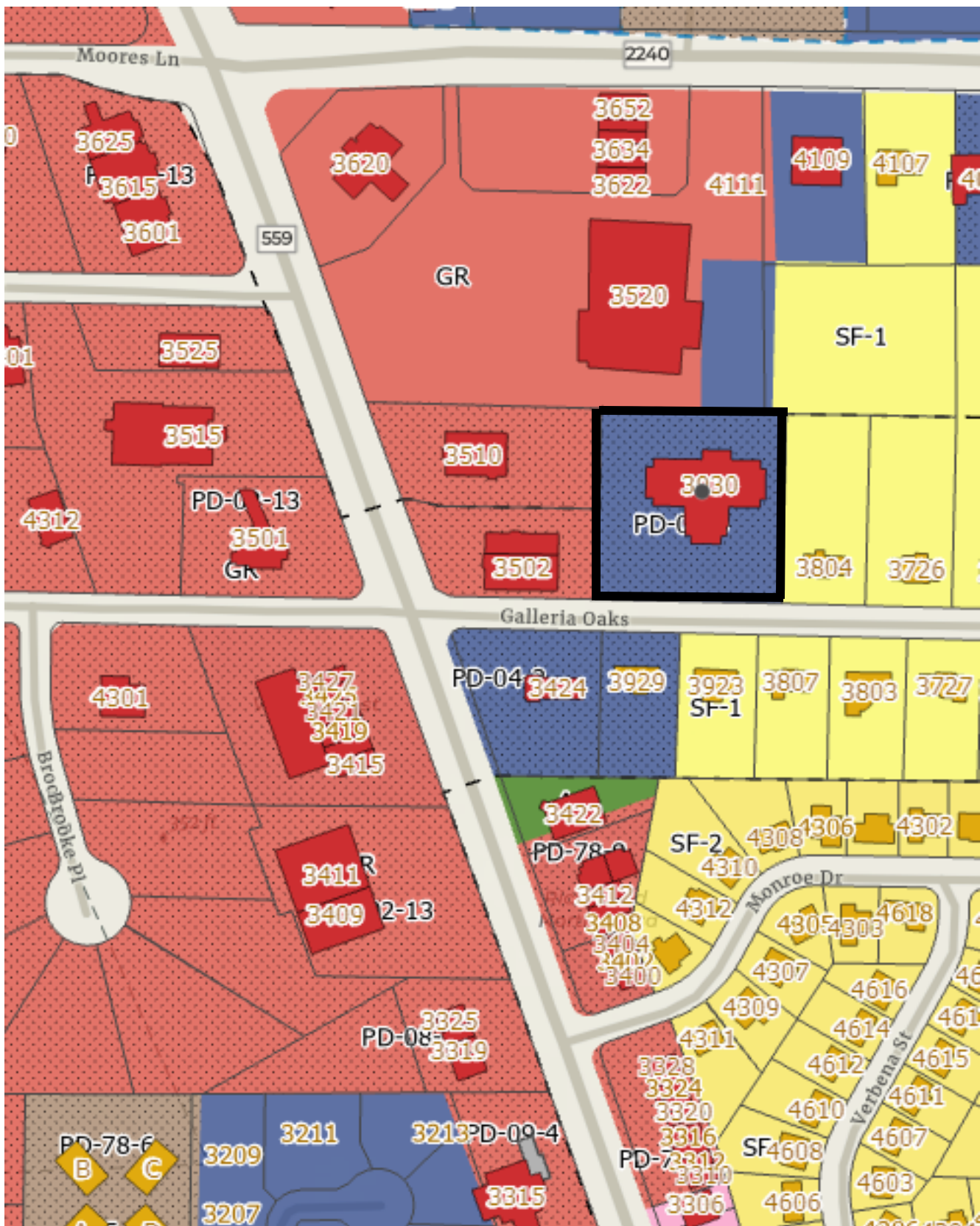
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

18 PROPERTY DESCRIPTION

LOT NUMBERED ONE (1) OF NO. 1 ED, A PART OF THE GEORGE BRINLEE HEADRIGHT SURVEY, ABSTRACT 18, BOWIE COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4467, PAGE 229 OF THE REAL PROPERTY RECORDS OF BOWIE COUNTY, TEXAS.

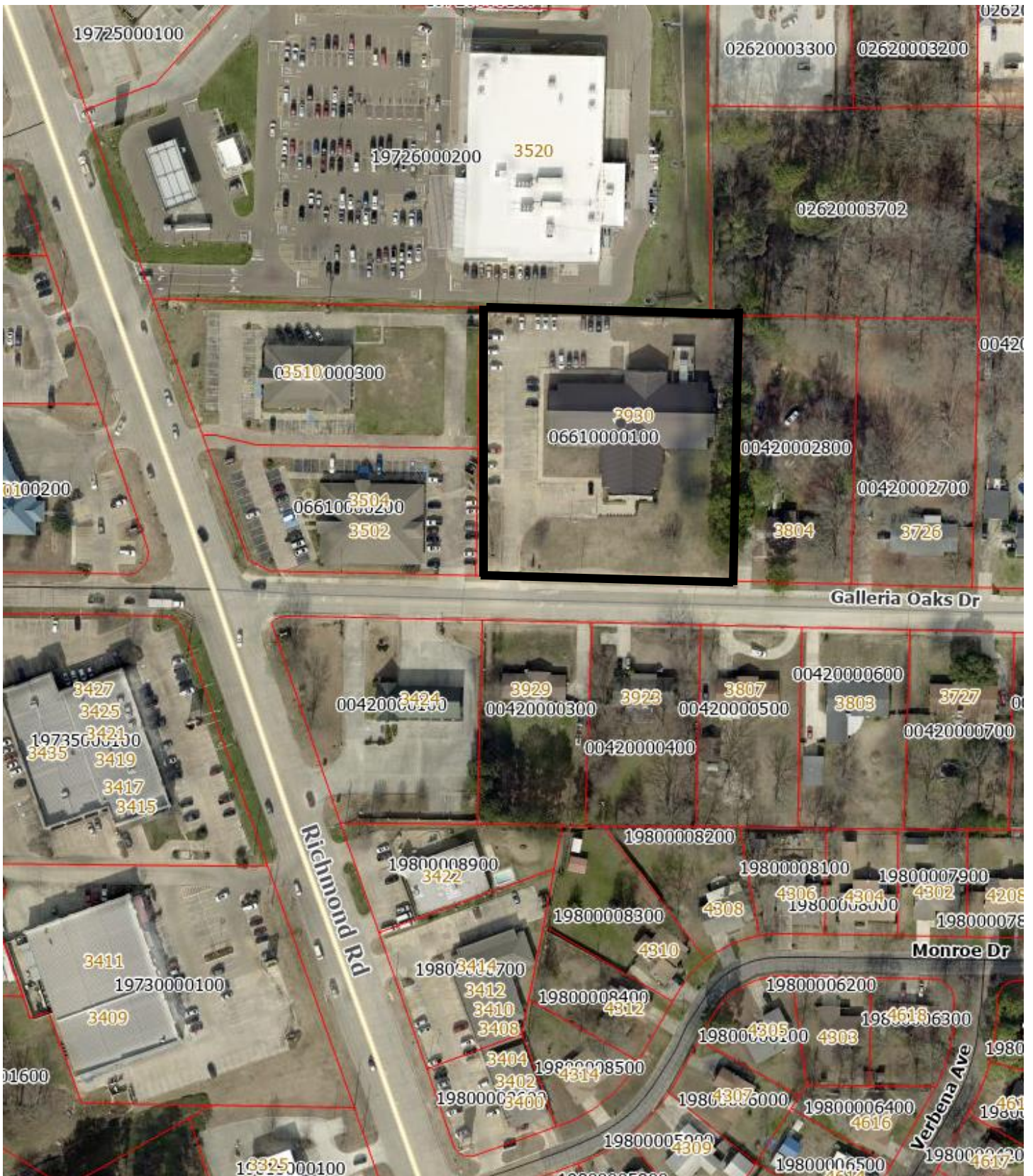
3930 Galleria Oaks



2021-097 ATTH 01

Amend PD-00-6 (O)

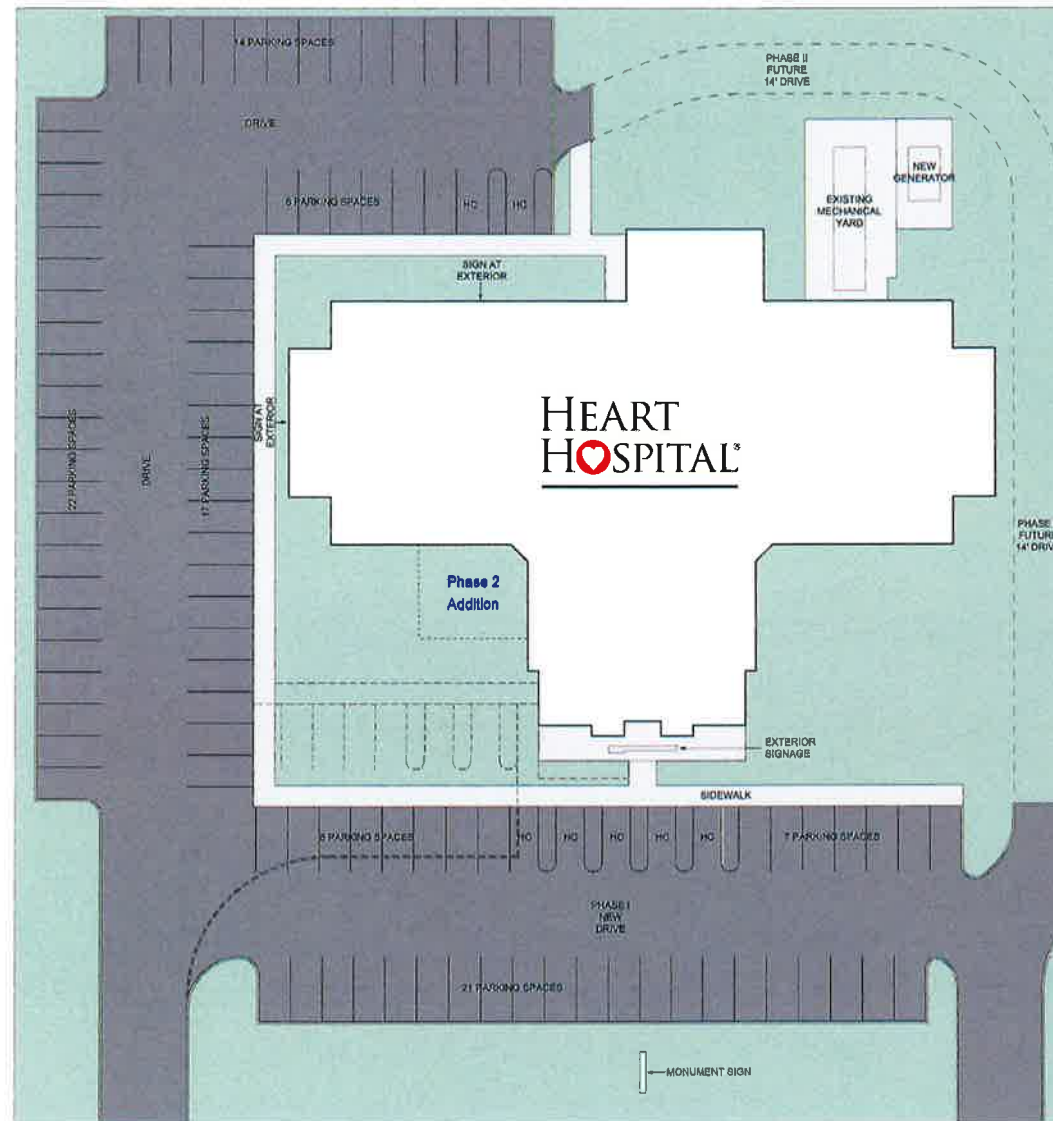
3930 Galleria Oaks



Attachment: 2021-097 ATTH 01 (Maps) (3574 : 2021-097 ORD Amendment to PD-00-6 at 3930 Galleria Oaks)

2021-097 ATTH 02

Amendment PD-00-6 (O)



1 PROPOSED SITE PLAN
 1/16" = 1'-0"
 PARKING SPACES 96
 HC PARKING SPACES 7
 TOTAL 102



TEXARKANA CLINIC



Attachment: 2021-097 ATTH 02 (Floorplans and layout) (3574 : 2021-097 ORD Amendment to PD-00-6 at

2021-097 ATTH 02
Amendment PD-00-6 (O)



TEXARKANA CLINIC

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☒ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

ORDINANCE NO. 2021-097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-00-6(O) FOR SITE PLAN APPROVAL ON LOT 1 OF NUMBER 1 ED, A PART OF THE GEORGE BRINLEE HRS, A-18, LOCATED AT 3930 GALLERIA OAKS DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A')** to remodel existing building on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18 (Exhibit 'B'), located at 3930 Galleria Oaks Drive in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-00-6(O)], and approval of the site plan (Exhibit 'A') would constitute an amendment to PD-00-6(O); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan (Exhibit 'A') to remodel an existing building on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18 (Exhibit 'B'), located at 3930 Galleria

Oaks Drive in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-00-6(O).

SECTION 2: PD-00-6(O) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

Phase I:

1. Phase I consists of remodeling the east 12,190 sq. ft. of the existing building.
2. There is existing driveway access off Galleria Oaks Drive on west side of the property. This driveway entrance will be extended across the front of building and a new driveway will be constructed on the east side of the building off Galleria Oaks Drive. This will provide two access points to the property.
3. 70 parking spaces with 8 handicapped spaces will be provided. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. The existing monument style sign will be refaced and will not exceed 48 sq. ft. in size. No electronic messaging will be allowed.
5. There will be additional exterior wall signs on the north, south, and west sides of the building.
6. A new generator and pad will be added east of the existing mechanical yard at the back southeast corner of the building.
7. Screening will be added to an existing dumpster site located at the back northwest corner of the property.
8. The existing fire lane will be required to be extended easterly for Phase I's new driveway.
9. Lights should be shielded away from any residences and facing downward.

Phase II:

1. Phase II consists of remodeling the west 5,351 sq. ft. of the existing building.
2. The construction of a new 2,140 sq. ft. building addition on the west side of the building.
3. Add a covered drive-thru awning at the rear and west side of the building.
4. Extend new driveway northerly around the east and north side (back) of the building.
5. The 20' new drive around the east side and back of the building will need to be designated as a fire lane.
6. For drainage purposes, post runoff must be equal to or less than predevelopment runoff unless engineer can prove there are no negative impacts.

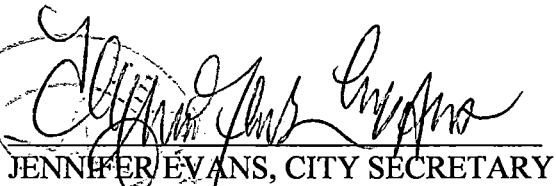
SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

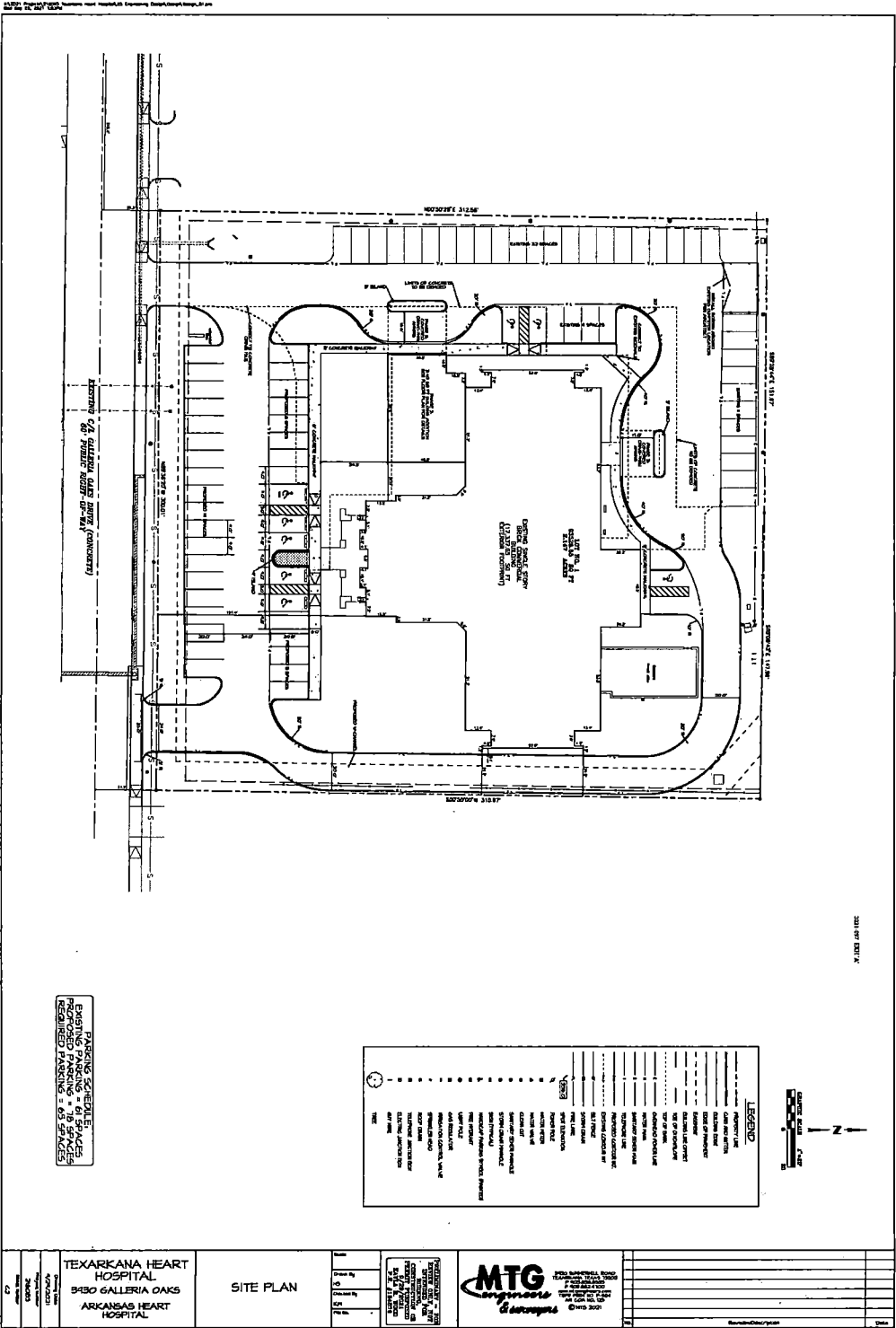
SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th** day of **November, 2021**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY
BOB BRUGGEMAN, MAYOR

6:46 p.m.



2021-097 EXH 'B'

Amendment PD-00-6 (O)

18 PROPERTY DESCRIPTION

LOT NUMBERED ONE (1) OF NO. 1 ED, A PART OF THE GEORGE BRINLEE HEADRIGHT SURVEY, ABSTRACT 18, BOWIE COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4467, PAGE 229 OF THE REAL PROPERTY RECORDS OF BOWIE COUNTY, TEXAS.

Attachment: 2021-097 ORD Amend. to PD-00-6 3930 Galleria Oaks signed (3574 : 2021-097 ORD Amendment to PD-00-6 at 3930 Galleria Oaks)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/3/2021 10:12 AM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Administrative Coordinator
Subject: Ordinance No. 2021-098 amending PD-15-1 (O) for site plan approval on an approximate 3.485-acre tract of land (Being Tract 51), J. A. Talbot HRS, A-564, located at 5808 Richmond Road. Blake Rich representing Grand Oaks ALF, LLC, and Kayla Wood, MTG Engineering and Surveyors, agent. (A 3/4 vote of the City Council is required to approve this request.)
Briefing: 11/8/2021 **Public Hearing:** 11/8/2021 **Council Vote:** 11/8/2021

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

A 3/4 vote will be required due to Planning and Zoning Commission denial.

Executive Summary and Background Information:

This is a request by Blake Rich, representing Grand Oaks ALF, LLC, owner, and Kayla Wood, MTG Engineering and Surveying, agent, for site plan approval on an approximate 3.485-acre tract of land (being Tract 51), J.A. Talbot HRS, A-564, located at 5808 Richmond Road. The current zoning is Planned Development-Office. The property is currently vacant property. The proposed use is a development of townhouses.

The adjacent zoning is Single Family-1 to the north, south, east, and west. The adjacent land use is residences to the north, south, and west and vacant land and cemetery to the east.

The Future Land Use Map designates this property as "Suburban Residential".

The site plan consists of the following:

1. The construction of nine buildings with 36 individual townhouses. (Four townhouses per building).
2. There will be one townhouse per lot. A new plat is required. This new platting will allow for an individual townhouse to be sold off.
3. Each individual 3 bedroom, 3 ½ bath, 1 car garage townhouse unit is 2,688 sq. ft. in size and is three stories in height.
4. The proposed building façade is hardy board but will be based on availability.
5. The access driveway will be off Richmond Road. Curb cut approval is required from TXDOT.

City of Texarkana, Texas

6. Two parking spaces will be provided for each townhouse unit. This includes one space in the garage and one outside parking space in front of each unit. Required pavement for parking spaces must be outside of the right-of-way.
7. A masonry 4' x 8' monument style sign. No Electronic messaging will be allowed.
8. For drainage purposes, post water runoff must be equal or less than predevelopment runoff unless engineer can prove there is not negative impacts
9. A fire hydrant is suggested in the back end "T" area.
10. Developer will be required to send the city a copy of the HOA for review since this is a private street.

Staff recommends for approval of the site plan.

Please see attached correspondence from Texarkana Water Utilities.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this site plan.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission voted 1 to 4 recommending for denial.

Advisory Board/Committee Meeting Date and Minutes:

October 4, 2021

Attachments

- a. 2021-098 ORD Amendment to PD-150-1(O) for site plan approval (DOCX)
- b. 2021-098 EXH 'A' (Site Plan)(PDF)
- c. 2021-098 EXH 'B' (Legal Description) (PDF)
- d. 2021-098 EXH 'C' (letter from TWU) (PDF)
- e. 2021-098 ATTH 01 (Maps) (PDF)
- f. 2021-098 ATTH 02 (Floorplans) (PDF)

City of Texarkana, Texas

- g. 2021-098 ATTH 03 (Elevations) (PDF)
- h. 2021-098 Goals & Perspective (DOCX)
- i. 2021-098 ORD Amend. to PD-15-1 5808 Richmond signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Review	Completed
10/20/2021 4:19 PM			
City Manager	David Orr	Review	Completed
5:01 PM			10/21/2021
City Council	Vicky Coopwood	Meeting	Completed
6:00 PM			10/25/2021

Meeting History

ORDINANCE NO. 2021-098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-15-1(O) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 3.485-ACRE TRACT OF LAND (BEING TRACT 51), J. A. TALBOT HRS, A-564, LOCATED AT 5808 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** on **an approximate 3.485-acre tract of land (being Tract 51), J. A. Talbot HRS, A-564 (Exhibit ‘B’), located** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-15-1(O)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-15-1(O); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of one (1) to four (4) to recommend denial of the petition for a site plan (Exhibit ‘A’)** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan (**Exhibit ‘A’**) to remodel an existing building on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18 (Exhibit ‘B’), located at 3930 Galleria Oaks Drive in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-1(GR).

SECTION 2: PD-15-1(O) is hereby amended by approval of the site plan (**Exhibit ‘A’**), incorporated herein by reference for all purposes, and includes the following:

1. The construction of nine buildings with 36 individual townhouses. (Four townhouses per building).
2. There will be one townhouse per lot. A new plat is required. This new platting will allow for an individual townhouse to be sold off.
3. Each individual 3 bedroom, 3 ½ bath, 1 car garage townhouse unit is 2,688 sq. ft. in size and is three stories in height.
4. The proposed building façade is hardy board but will be based on availability.
5. The access driveway will be off Richmond Road. Curb cut approval is required from TXDOT.
6. Two parking spaces will be provided for each townhouse unit. This includes one space in the garage and one outside parking space in front of each unit. Required pavement for parking spaces must be outside of the right-of-way.
7. A masonry 4’ x 8’ monument style sign. No Electronic messaging will be allowed.
8. For drainage purposes, post water runoff must be equal or less than predevelopment runoff unless engineer can prove there is not negative impacts
9. A fire hydrant is suggested in the back end “T” area.
10. Developer will be required to send the city a copy of the HOA for review since this is a private street.
11. Attached letter from Texarkana Water Utilities with listed stipulations (**Exhibit ‘C’**).

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of November, 2021.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR



0 25 50 100 Feet



Property Description
3.485 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the John A. Talbot Headright Survey, Abstract 564, Bowie County, Texas, being all of that certain tract of land described as 3.752 acres in the deed from Wyley Alan Walraven to Total Corrective Wellness, dated December 14, 2004, recorded in Volume 4484, Page 217 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch pipe found for a corner, the Northwest Corner of the said 3.752 acre tract, the Southwest Corner of that certain tract of land described as 1.32 acres in the deed from Herman R. Burham, et ux to Dennis Ray Burham, et ux, dated November 10, 1976, recorded in Volume 607, Page 839 of the Deed Records of Bowie County, Texas, lying in the East line of that certain tract of land described in the deed from Sheila Jean Dyer Loper, et al to Barry Eugene Dyer, dated November 27, 2013, recorded in Volume 6569, Page 125 of the Real Property Records of Bowie County, Texas;

THENCE North 85 degrees 24 minutes 20 seconds East a distance of 254.08 feet along the North line of the said 3.752 acre tract and the South line of the said 1.32 acre tract, to a 1/2 inch steel rod capped MTG 101011-00 set for a corner, the Northeast Corner of the said 3.752 acre tract, the Northwest Corner of that certain tract of land described in the deed from Moores Chapel Presbyterian Church to Eleanor Chastain, et al, Trustees of Northwood Presbyterian Church, dated June 27, 1976, recorded in Volume 602, Page 412 of the Deed Records of Bowie County, Texas, lying in the South line of the said 1.32 acre tract;

THENCE South 04 degrees 52 minutes 52 seconds West a distance of 630.24 feet along the East line of the said 3.752 acre tract, the West line of the said Presbyterian Church Tract and the West line of that certain tract of land described in the deed from Jesse L. Drake, et ux to John O. Bivens, et al, Trustees of the Moores Chapel Presbyterian Church, dated February 6, 1970, recorded in Volume 515, Page 229 of the Deed Records of Bowie County, Texas, to a 1/2 inch steel rod capped MTG 101011-00 set for a corner, lying in the North right-of-way line of Farm to Market Road 559;

THENCE North 61 degrees 14 minutes 10 seconds West a distance of 76.70 feet along the North right-of-way line of said Farm to Market Road 559, to a Brass Cap Right of Way Marker, found for a corner;

THENCE North 68 degrees 55 minutes 15 seconds West a distance of 151.13 feet along the North right-of-way line of said Farm to Market Road 559, to a Brass Cap Right of Way Marker, found for a corner;

THENCE North 61 degrees 05 minutes 41 seconds West a distance of 85.24 feet along the North right-of-way line of said Farm to Market Road 559, to a 1/2 inch steel rod capped JHG, found for a corner, lying in the

West line of the said 3.752 acre tract and the East line of the said Dyer tract;

THENCE North 09 degrees 56 minutes 12 seconds East a distance of 482.37 feet along the West line of the said 3.752 acre tract and the East line of the said Dyer tract, to the point of beginning and containing 3.485 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on January 20, 2015.



Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone
711 TTY
(903) 791-0724 Fax

September 27, 2021

Laura Puckett
Administrative Coordinator – Code & Zoning
City of Texarkana, Texas
P. O. Box 1967
Texarkana, Texas 75504

Re: Grand Oaks Townhouses – 5808 Richmond Rd – Texarkana, TX

Dear Mrs. Puckett:

The Utility staff has performed a review of the preliminary site plans for the above referenced project and has the following comments:

- 1) There shall be no dead ends on the domestic water lines.
- 2) There shall be a 15 ft. easement on water lines if there are plans for the water lines to become public.
- 3) There shall be a 16 ft. easement on sewer lines if there are plans for the sewer lines to become public.
- 4) All domestic water and sewer lines shall be installed per TWU specification and standards.
- 5) There is an existing twelve-inch (12”) water main on the north side of Richmond Road and an existing eight inch (8”) sanitary sewer main on the north side of Richmond Road running parallel to Richmond Road.
- 6) The Utility reserves the right to request additional utility easements upon review of the plans.
- 7) The size and location of the existing water and sanitary sewer mains have not been field verified. The developer’s representative shall field verify the size and location of the existing utilities before designing or constructing extensions of the system
- 8) **PLEASE NOTE:** This is a preliminary review of the proposed layout for this project. A detailed review will be performed by the Utility when detailed plans are received.

If you should have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Kenneth L. Icenhower, P.E.
Design Engineer
Texarkana Water Utilities

xc: Gary Smith, P.E., Interim Executive Director, TWU
Tricia Briggs, Finance Director, TWU
Teresa Akard, Engineering Technician II, TWU

Attachment: 2021-098 EXH 'C' (letter from TWU) (3575 : 2021-098 ORD Amendment to PD-15-1 at 5808 Richmond Rd)

Bill Moss, GIS Technician, TWU
David Waldroup, P.E., Environmental Engineer, TWU
Dustin Henslee, P.E., CFM, CSI, Texarkana, Texas
Mashell Daniel , P.E., Director of Inspections & Code Enforcement
Chris Black, Fire Inspector, Texarkana, Texas
Cindy Foster, Administrative Assistant, Texarkana, Texas
Keith Lee, Chief Building Official, Texarkana, Texas
Kayla Wood, P.E., MTG Engineers and Surveyors

Attachment: 2021-098 EXH 'C' (letter from TWU) (3575 : 2021-098 ORD Amendment to PD-15-1 at 5808 Richmond Rd)

2021-098 ATTH 01

Amendment PD-15-1 (O)

5808 Richmond Road



Attachment: 2021-098 ATTH 01 (Maps) (3575 : 2021-098 ORD Amendment to PD-15-1 at 5808 Richmond Rd)

2021-098 ATTH 01

Amendment PD-15-1 (O)

5808 Richmond Road

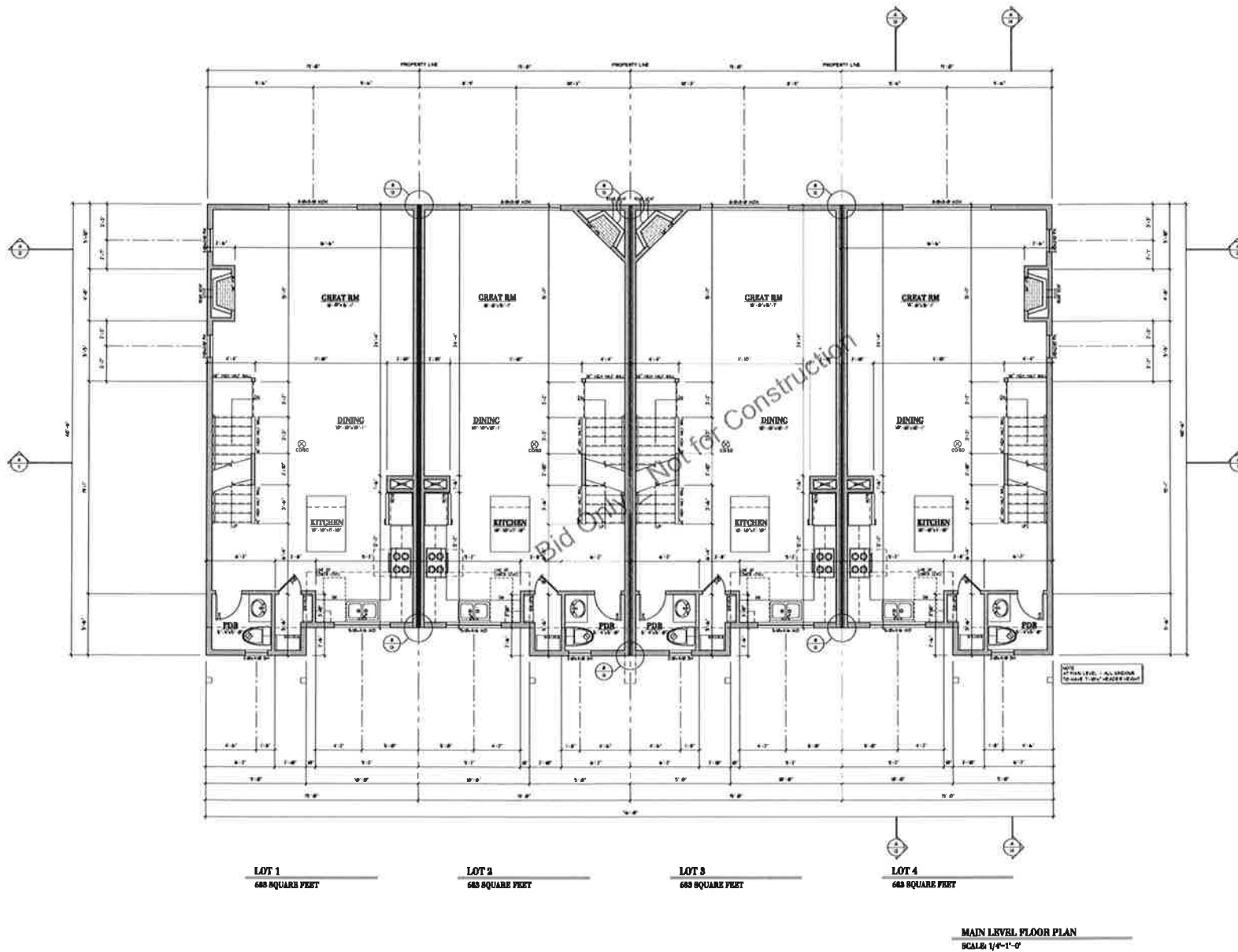


Attachment: 2021-098 ATTH 01 (Maps) (3575 : 2021-098 ORD Amendment to PD-15-1 at 5808 Richmond Rd)



LOWER LEVEL FLOOR PLAN
SCALE: 1/4"-1'-0" 1,872 TOTAL SQ. FT. PER LOT

3



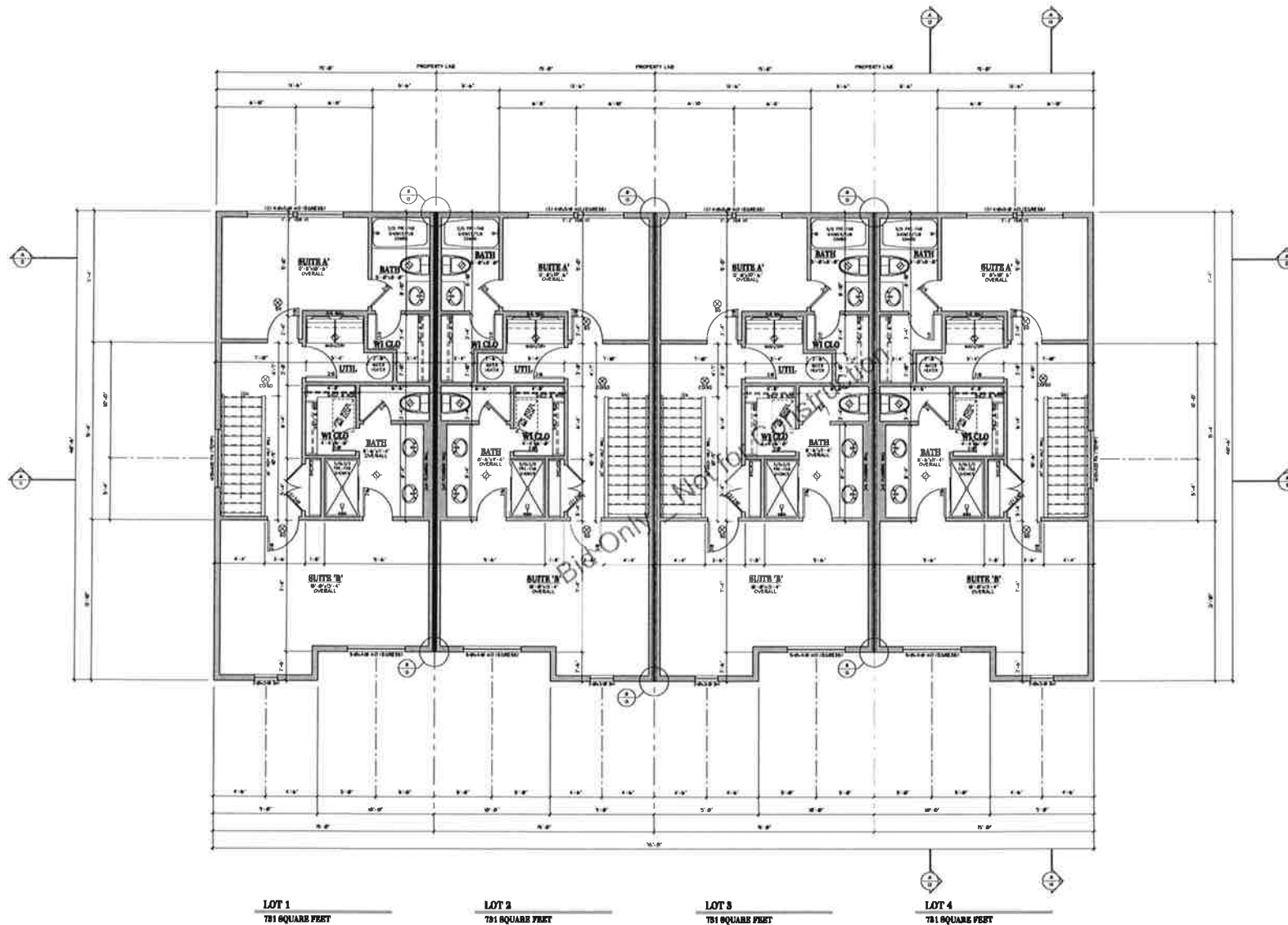
PACIFIC EVERGREEN HOMES

Suntei
DESIGN INC.
153 B Avenue, Suite 101, Lake Oswego, Oregon 97034
Tel: (503) 631-0555
Fax: (503) 631-0556

THESE PLANS HAVE BEEN PREPARED FOR THE CONSTRUCTION OF ONE OR MORE UNITS. THE PLANS DO NOT REPRESENT ANY OTHER UNITS. THE PLANS ARE THE PROPERTY OF SUNTEI DESIGN INC. AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SUNTEI DESIGN INC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND DETAILS BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SIGNAGE AND MARKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FENCING AND SECURITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHTING AND SOUNDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HEATING AND COOLING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PEST CONTROL AND WEEDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MAINTENANCE AND REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSPECTIONS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND NOTIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING AND EDUCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EQUIPMENT AND TOOLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND SUPPLIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABOR AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINANCING AND CREDIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL AND REGULATORY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ETHICAL AND MORAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOCIAL AND ENVIRONMENTAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL AND HERITAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCIENTIFIC AND TECHNOLOGICAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARTS AND CRAFTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECREATION AND LEISURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HEALTH AND WELLNESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EDUCATION AND TRAINING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMPLOYMENT AND LABOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ECONOMIC AND FINANCIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY POLITICAL AND GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RELIGIOUS AND SPIRITUAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PHILOSOPHICAL AND IDEOLOGICAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCIENTIFIC AND TECHNOLOGICAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARTS AND CRAFTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECREATION AND LEISURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HEALTH AND WELLNESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EDUCATION AND TRAINING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMPLOYMENT AND LABOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ECONOMIC AND FINANCIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY POLITICAL AND GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RELIGIOUS AND SPIRITUAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PHILOSOPHICAL AND IDEOLOGICAL.

DATE: 1/2/2021

4



LOT 1
781 SQUARE FEET

LOT 2
781 SQUARE FEET

LOT 3
781 SQUARE FEET

LOT 4
781 SQUARE FEET

UPPER LEVEL FLOOR PLAN
SCALE: 1/8"=1'-0"

PACIFIC EVERGREEN HOMES

LOGAN

PLAN NUMBER 111312

Suntec
DESIGN INC.
1038 Avenue, Suite 101, East Chicago, Oregon 97024
www.suntecinc.com

THIS PLAN HAS BEEN LICENSED FOR THE
CONSTRUCTION OF ONE BUILDING ONLY.
UNAUTHORIZED USE OR COPYING OF THE
PLAN OF THE DESIGNER OR ARCHITECT
IS PROHIBITED. THE CONTRACTOR SHALL
BE RESPONSIBLE FOR THE BUILDING
CODES AND ALL OTHER REGULATIONS
AND SPECIFICATIONS. THE
CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY
ALL DIMENSIONS AND TO MAKE ANY
CORRECTIONS BEFORE ANY CONSTRUCTION.
PLEASE SEE YOUR LICENSE AGREEMENT FOR
FURTHER INFORMATION.

DATE: 1/20/21

5



LOGAN

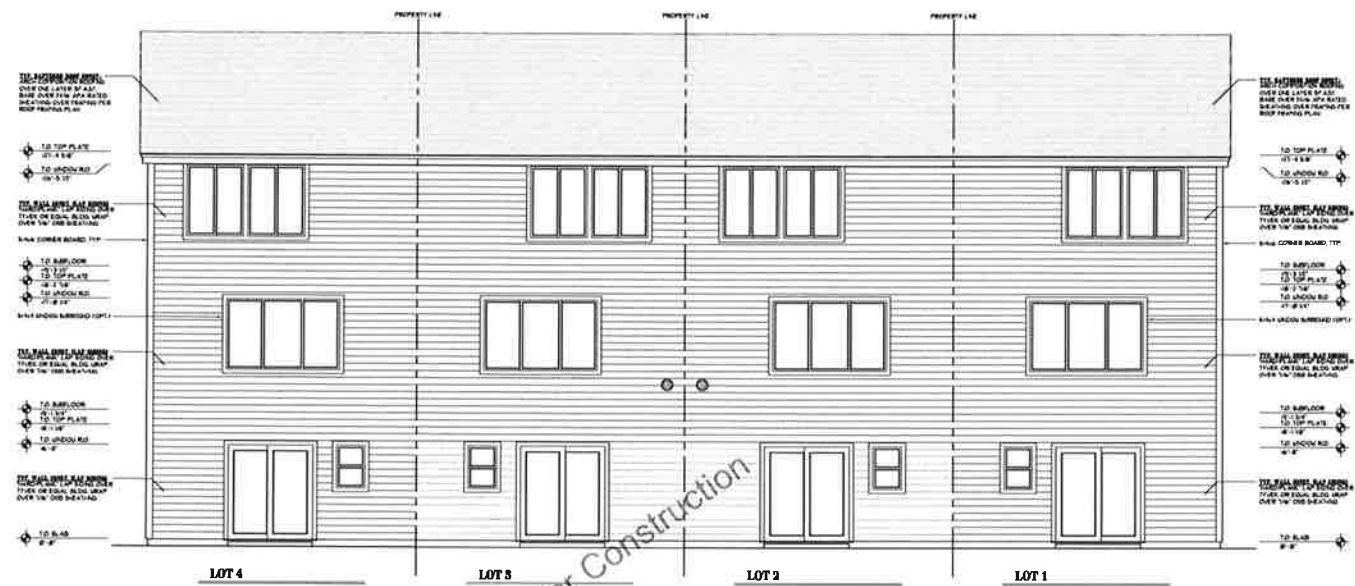
PLAN NUMBER 111312



THESE PLANS HAVE BEEN LICENSED FOR THE CONSTRUCTION OF ONE BUILDING ONLY UNAUTHORIZED USE OR COPYING OF THE PLANS, OR THE DESIGN OR DESIGN INFORMATION, UNDER THE COPYRIGHT ACT WILL INCLUDE PENALTIES OF UP TO \$100,000 PER VIOLATION. ALL RIGHTS RESERVED. THESE PLANS HAVE BEEN PREPARED TO MEET IBC BUILDING CODES AND MAY REQUIRE ADAPTATIONS TO MEET SPECIFIC SITE CONDITIONS AND LOCAL BUILDING REGULATIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND DETAILS PRIOR TO CONSTRUCTION FOR ERRORS AND OMISSIONS. PLEASE SEE YOUR LICENSE AGREEMENT FOR FURTHER INFORMATION.

JOB NAME PACIFIC THERAPEUTICS
DATE 7/2/2021 SL

1



REAR ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"

PACIFIC EVERGREEN HOMES

LOGAN

PLAN NUMBER 111312

Suntei
DESIGN INC.
135 B Avenue, Suite 105, Lake Oswego, Oregon 97034
503.670.0000 ext. 2000

THESE PLANS HAVE BEEN LICENSED FOR THE CONSTRUCTION OF ONE BUILDING ONLY. UNAUTHORIZED USE OR COPYING OF THE PLANS OR THE DESIGN OR THE CIVIL ENGINEER'S UNDER THE COPYRIGHT ACT SHALL INCUR PENALTIES OF UP TO \$50,000 PER VIOLATION. ADDITIONALLY, THESE PLANS HAVE BEEN PREPARED TO MEET THE BUILDING CODES AND MAY REQUIRE ADAPTATION TO MEET SPECIFIC SITE CONDITIONS AND LOCAL BUILDING REGULATIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND DETAILS PRIOR TO CONSTRUCTION FOR ERRORS AND OMISSIONS. PLEASE SEE YOUR LICENSE AGREEMENT FOR FURTHER INFORMATION.

JOE
NAME PACIFIC SWEETHEEN
DATE 7/20/21 SJ

2

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☒ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

Amendment to
PD-15-1(O)

ORDINANCE NO. 2021-098
(Revised)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-15-1(O) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 3.485-ACRE TRACT OF LAND (BEING TRACT 51), J. A. TALBOT HRS, A-564, LOCATED AT 5808 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** on an approximate 3.485-acre tract of land (being Tract 51), J. A. Talbot HRS, A-564 (Exhibit ‘B’), located in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-15-1(O)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-15-1(O); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of one (1) to four (4) to recommend denial of the petition for a site plan (Exhibit ‘A’)** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan (**Exhibit ‘A’**) to remodel an existing building on Lot 1 of number 1 ED, a part of the George Brinlee HRS, A-18 (Exhibit ‘B’), located at 3930 Galleria Oaks Drive in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-1(GR).

Attachment: 2021-098 ORD Amend. to PD-15-1 5808 Richmond signed (3575 : 2021-098 ORD Amendment to PD-15-1 at 5808 Richmond Rd)

SECTION 2: PD-15-1(O) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

1. The construction of nine buildings with 36 individual townhouses. (Four townhouses per building).
2. There will be one townhouse per lot. A new plat is required. This new platting will allow for an individual townhouse to be sold off.
3. Each individual 3 bedroom, 3 ½ bath, 1 car garage townhouse unit is 2,688 sq. ft. in size and is three stories in height.
4. **The building façade will consist of stone and brick.**
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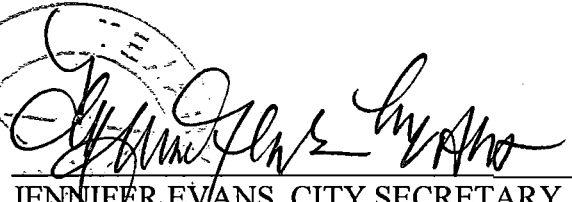
SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 8th day of November, 2021.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

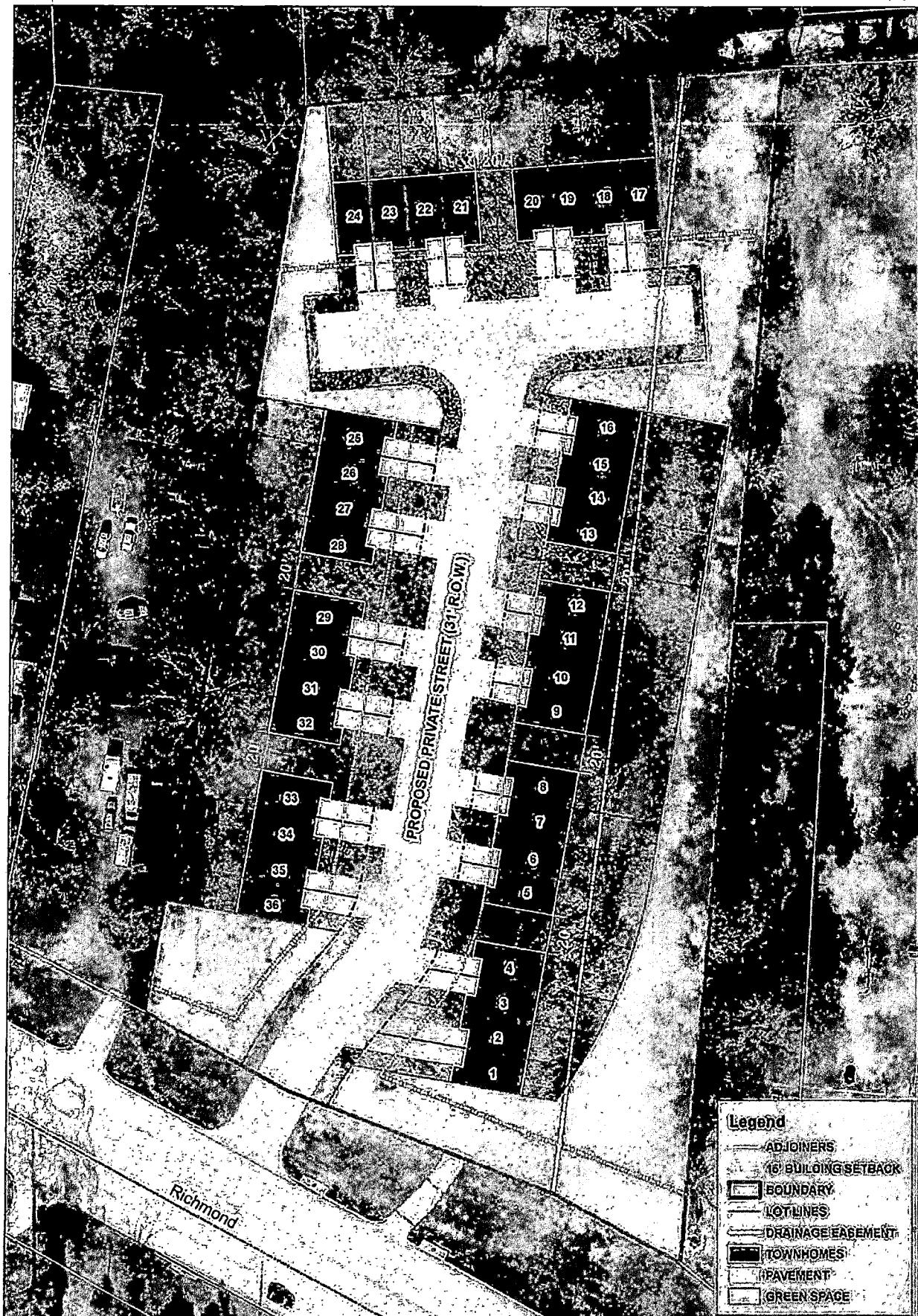
6:52p.m.

MTG ENGINEERS & SURVEYORS

**RICHMOND ROAD TOWNHOMES
TEXARKANA, TEXAS**



0 25 50 100 Feet



Attachment: 2021-098 ORD Amend. to PD-15-1 5808 Richmond signed (3575 : 2021-098 ORD Amendment to PD-15-1 at 5808 Richmond Rd)

2021-098 EXH 'B'

Amendment PD-15-1 (O)

Property Description
3.485 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the John A. Talbot Headright Survey, Abstract 564, Bowie County, Texas, being all of that certain tract of land described as 3.752 acres in the deed from Wyley Alan Walraven to Total Corrective Wellness, dated December 14, 2004, recorded in Volume 4484, Page 217 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch pipe found for a corner, the Northwest Corner of the said 3.752 acre tract, the Southwest Corner of that certain tract of land described as 1.32 acres in the deed from Herman R. Burham, et ux to Dennis Ray Burham, et ux, dated November 10, 1976, recorded in Volume 607, Page 839 of the Deed Records of Bowie County, Texas, lying in the East line of that certain tract of land described in the deed from Sheila Jean Dyer Loper, et al to Barry Eugene Dyer, dated November 27, 2013, recorded in Volume 6569, Page 125 of the Real Property Records of Bowie County, Texas;

THENCE North 85 degrees 24 minutes 20 seconds East a distance of 254.08 feet along the North line of the said 3.752 acre tract and the South line of the said 1.32 acre tract, to a 1/2 inch steel rod capped MTG 101011-00 set for a corner, the Northeast Corner of the said 3.752 acre tract, the Northwest Corner of that certain tract of land described in the deed from Moores Chapel Presbyterian Church to Eleanor Chastain, et al, Trustees of Northwood Presbyterian Church, dated June 27, 1976, recorded in Volume 602, Page 412 of the Deed Records of Bowie County, Texas, lying in the South line of the said 1.32 acre tract;

THENCE South 04 degrees 52 minutes 52 seconds West a distance of 630.24 feet along the East line of the said 3.752 acre tract, the West line of the said Presbyterian Church Tract and the West line of that certain tract of land described in the deed from Jesse L. Drake, et ux to John O. Bivens, et al, Trustees of the Moores Chapel Presbyterian Church, dated February 6, 1970, recorded in Volume 515, Page 229 of the Deed Records of Bowie County, Texas, to a 1/2 inch steel rod capped MTG 101011-00 set for a corner, lying in the North right-of-way line of Farm to Market Road 559;

THENCE North 61 degrees 14 minutes 10 seconds West a distance of 76.70 feet along the North right-of-way line of said Farm to Market Road 559, to a Brass Cap Right of Way Marker, found for a corner;

THENCE North 68 degrees 55 minutes 15 seconds West a distance of 151.13 feet along the North right-of-way line of said Farm to Market Road 559, to a Brass Cap Right of Way Marker, found for a corner;

THENCE North 61 degrees 05 minutes 41 seconds West a distance of 85.24 feet along the North right-of-way line of said Farm to Market Road 559, to a 1/2 inch steel rod capped JHG, found for a corner, lying in the

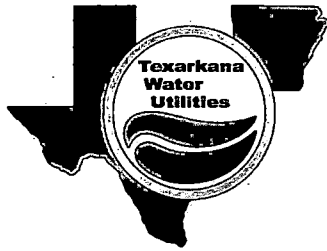
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2021-098 EXH 'B'
Amendment PD-15-1 (O)

West line of the said 3.752 acre tract and the East line of the said Dyer tract;

THENCE North 09 degrees 56 minutes 12 seconds East a distance of 482.37 feet along the West line of the said 3.752 acre tract and the East line of the said Dyer tract, to the point of beginning and containing 3.485 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on January 20, 2015.



Texarkana Water Utilities
801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

2021-098 EXH C

8.4.i

(903) 798-3800 Phone
711 TTY
(903) 791-0724 Fax

September 27, 2021

Laura Puckett
Administrative Coordinator – Code & Zoning
City of Texarkana, Texas
P. O. Box 1967
Texarkana, Texas 75504

Re: Grand Oaks Townhouses – 5808 Richmond Rd – Texarkana, TX

Dear Mrs. Puckett:

The Utility staff has performed a review of the preliminary site plans for the above referenced project and has the following comments:

- 1) There shall be no dead ends on the domestic water lines.
- 2) There shall be a 15 ft. easement on water lines if there are plans for the water lines to become public.
- 3) There shall be a 16 ft. easement on sewer lines if there are plans for the sewer lines to become public.
- 4) All domestic water and sewer lines shall be installed per TWU specification and standards.
- 5) There is an existing twelve-inch (12") water main on the north side of Richmond Road and an existing eight inch (8") sanitary sewer main on the north side of Richmond Road running parallel to Richmond Road.
- 6) The Utility reserves the right to request additional utility easements upon review of the plans.
- 7) The size and location of the existing water and sanitary sewer mains have not been field verified. The developer's representative shall field verify the size and location of the existing utilities before designing or constructing extensions of the system
- 8) **PLEASE NOTE:** This is a preliminary review of the proposed layout for this project. A detailed review will be performed by the Utility when detailed plans are received.

If you should have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Kenneth L. Icenhower, P.E.
Design Engineer
Texarkana Water Utilities

xc: Gary Smith, P.E., Interim Executive Director, TWU
Tricia Briggs, Finance Director, TWU
Teresa Akard, Engineering Technician II, TWU

Texarkana Water Utilities is an equal opportunity provider and employer

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Bill Moss, GIS Technician, TWU
David Waldroup, P.E., Environmental Engineer, TWU
Dustin Henslee, P.E., CFM, CSI, Texarkana, Texas
Mashell Daniel, P.E., Director of Inspections & Code Enforcement
Chris Black, Fire Inspector, Texarkana, Texas
Cindy Foster, Administrative Assistant, Texarkana, Texas
Keith Lee, Chief Building Official, Texarkana, Texas
Kayla Wood, P.E., MTG Engineers and Surveyors