

Town Council Regular Meeting



February 20, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Ronald Wasilewski.

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

- a. Adaptive Signal Implementation Update
2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. March 6 - Regular Meeting
2. March 16 - Work Session is canceled

J. CONSENT ITEM(S)

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

1. Minutes 2/6 - Consider approval of the minutes from 2/6 regular meeting, and the 2/16 work session.
2. 2023 Bullet-Resistant Shield Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Bullet-Resistant Shield Grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.
3. 2024 JAG Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG); authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.
4. Backhoe Purchase - ULM - Consider approval of the purchase of one new Case 590 SN Backhoe per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$136,600.00.
5. Excavator Purchase - Consider approval of the purchase of one new Bobcat E50 RS Series Compact Excavator per Town of Flower Mound Specifications and Vendor Quote from Bobcat of North Texas in the amount of \$78,575.00.
6. Vacating easement - Consider approval of an ordinance vacating and abandoning the eastern 50 feet of the existing 15-foot utility easement located along the south property line of Lot 25, Block 11, Carriage Glen at Bridlewood Addition. The Carriage Glen at Bridlewood addition is generally located east of Bridlewood Boulevard and north of FM 1171.

7. Depository and Safekeeping/Custodial Agreements - Consider approval of a resolution confirming a relationship with JPMorgan Chase Bank and the Bank of New York Mellon Trust Company; designating and appointing authorized agents; authorizing the Mayor to sign all accompanying agreements; providing for the operation of the Town's accounts with said Banks; and declaring an effective date.
8. Opioid Settlement - Consider for approval of a resolution authorizing the Mayor to execute global opioid settlement documents relating to the Allergan, Walmart, CVS, and Walgreens settlements and authorizing the Town Manager to transmit those documents to the Attorney General and providing for an effective date.

K. REGULAR ITEM(S)

1. MR22-0003 - Twin Cove Estates - Consider a request for a Minor Record Plat (MR22-0003 – Twin Cove Estates, Lot 20R, Block B) to create one lot for a private street. The property is generally located south of Wanda Lane and east of Shoreline Road. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.)
2. ZPD22-0002 - Caldwell Court - Public Hearing to consider an ordinance for rezoning (ZPD22-0002 – Caldwell Court) from Agricultural District (A) to Planned Development District No. 193 (PD-193) with Single Family District-10 (SF-10) uses and with an exception to "Depth" pursuant to Section 90-272, Lot depth, lines, and frontage, of the Code of Ordinances and with certain other waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Morriss Road and north of Cortadera Street. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.)
3. TRP23-0001 - Caldwell Court - Public Hearing to consider an application for a tree removal permit (TRP23-0001) for fourteen (14) specimen trees on property proposed for development as Caldwell Court. The property is generally located east of Morriss Road and north of Cortadera Street. (The Environmental Conservation Commission recommended approval for specimen trees #s 3502, 3508, 3533, 3534, 3537, 3550, 3552*, 3625, 3672, 3691, 3699, and 3709 (*tree #3552 has been declassified) and denial of specimen trees #s 3647, 3656, and 3659 by a vote of 4-0-0 at its February 7, 2023, meeting).

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Historical Commission Task Force, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

1. Consultation with Town Attorney.
 - a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application

- b. Housing Discrimination Complaint
 - c. La Estancia Investments, L.P., v. Town of Flower Mound
 - d. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
 - e. Oncor transmission line, switch, and substation projects
2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
 3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
 4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. ADJOURN

P. FUTURE AGENDA

1. Future agenda items

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: February 16, 2023, at 5:05 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Town Council Regular Meeting



February 6, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

MINUTES

A. CALL TO ORDER

The Town Council met in a regular meeting with the following members present:

Mayor Derek France
Mayor Pro Tem Sandeep Sharma
Deputy Mayor Pro Tem Ann Martin
Councilmember Brian Taylor (left at 8:40 p.m.)
Councilmember Jim Engel

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Planning Services

B. INVOCATION

Chaplain Jerry Cole gave the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Mayor France led the pledges.

D. PRESENTATION(S)

1. Salvation Army Red Kettle Challenge Results
Mary Freeman and Major Dwayne Durham, of the Salvation Army, presented a Certificate of Appreciation to the Town for participating in the annual Red Kettle Challenge.
2. Certificate of Achievement Marcus High School Cheerleading Team - National Champions

Mayor France presented the Marcus High School cheerleaders with a Certificate of Achievement for winning the NCA National Championship.

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker name and address	Subject (as written on the form)
1.	Fred Vincent, 3933 Boreaux Cir	Buildout
2.	Chris Drew, 5209 Ravine Ridge Ct	Town Council
3.	Nancy Kleckner, 400 Loma Alta	Tennis (support)
4.	Angela Luhman, 2506 Buttonwood Dr	Pickleball Tennis Center (support)
5.	Roland Rickerd, 2117 Blue Sage Dr	Tennis/pickleball (support)
6.	Scott Langley, 800 Carter Ct	Pickleball Center (support)
7.	Robbie Cox, 3001 Wood Trail	Tennis Center (support)
8.	Kathrine Rickerd, 2117 Blue Sage Dr*	Tennis & Pickleball center (support)
9.	Troy Lewis, 3357 Rolling Hills*	Tennis & Pickleball center (support)
10.	Jackie Parades, 3001 Autumn Sage Trl*	Tennis & Pickleball center (support)
11.	Leslie Nacke, 2415 Glen Ridge Dr, Highland Village*	Pickleball Courts (support)
12.	Chrissy Clark, 4612 Sain Charles Ct*	Tennis (support)
13.	Elly Steenbergen, 3705 Wicklow Ct*	Tennis center funding (support)
14.	Katie Mayer, 3612 Burlington*	Tennis center funding (support)

15.	Ruth Vanwinkle, 3501 Burlington Dr*	Tennis center (support)
16.	Andree Ward, 1817 Kipling Dr*	Tennis center (support)

* Indicates person did not wish to speak

F. ANNOUNCEMENTS

Announcements from the mayor and council members:

Mayor Pro Tem Sharma reported that the Lions Club will continue the Bags to Benches program (for recycling plastic bags) previously handled by KFMB.

Deputy Mayor Pro Tem Martin announced that Timber Creek Elementary is having a chili cook off fund-raising event tomorrow night.

Councilmember Engel, Taylor, and Mayor France expressed thanks for all the hard work by Town staff during the winter storm event.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects

3. Organizational Updates

a. Winter Storm Event Recap

Mr. Childers reported on the Town's response to last week's winter storm.

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

There were no requests for future agenda items.

I. COORDINATION OF CALENDARS

1. February 16 Work Session and February 20 Regular Meeting

Mayor France confirmed that all members of Council plan to attend the February 16 and 20 meetings.

J. CONSENT ITEM(S)

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

Deputy Mayor Pro Tem Martin requested that item 3 be moved from consent to regular items.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve items J1, 2, and 4 - 9 as presented in the agenda caption. Councilmember Brian Taylor seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 1/17 & 1/19 - Consider approval of the Town Council minutes from a regular meeting held on January 17, 2023, and a work session held on January 19, 2023.
2. Call May 6 Election - Consider approval of a resolution calling for a general election to be held May 6, 2023, for the offices of Town Council Place 2 and Town Council Place 5, establishing procedures for the election; and providing an effective date.

RESOLUTION NO. 01-23

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE OFFICES OF TOWN COUNCIL PLACE 2 AND PLACE 5; ESTABLISHING PROCEDURES FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

3. Calling bond election Proposition A - Consider approval of an ordinance calling a bond election to be held May 6, 2023, for the purpose of submitting to the qualified voters a ballot proposition on whether to construct a tennis center with general obligation bonds in the amount of \$7,500,000; resolving other matters incident and related to such election, and providing a publication of notice.

Item 3 was pulled from Consent to Regular.

Mr. Childers provided background and follow-up information regarding financial aspects and next steps. He also clarified that this item solely places the topic on the May ballot for voters to decide, and he, or Mr. Meredith, responded to questions or comments from Council regarding:

- Time line
- Update regarding the partnering with LISD option
- Clarification regarding what advocate means

There was Council discussion regarding:

Residents who are interested in this are encouraged to continue to put in the leg work.

ORDINANCE NO. 02-23

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE TOWN OF FLOWER MOUND, TEXAS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item J.3. as presented in the agenda caption. Mayor Pro Tem Sandeep Sharma seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

4. Audio Video Hardware Replacements - Consider approval to replace the audio video hardware for the Police Department from Data Projections for an amount not to exceed \$75,000.
5. AED Replacement Purchase - Consider approval of the purchase of 25 Automated External Defibrillators(AEDs) to replace out of warranty devices in all Town-owned buildings in the amount of \$51,050.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Purchase of Life Fitness equipment - Consider approval of the purchase of Life Fitness strength equipment for the Community Activity Center from vendor Advanced Exercise through Buy Board contract #665-22 in the amount of \$113,878.40.
7. CIP Amendment No. 2 - Consider Approval of Amendment No. 2 to the Fiscal Year 2022-2023 Capital Improvement Program.
8. PSA Inspection Services - Consider approval of a professional services agreement between the Town of Flower Mound and Bureau Veritas to provide third-party inspection services for new highrise buildings being built within the Town of Flower Mound.
9. 2023 ALERRT Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 ALERRT Travel Assistance grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

RESOLUTION NO. 02-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE ALERT TRAVEL ASSISTANCE GRANT FOR THE BENEFIT OF THE EMPLOYEES OF THE TOWN'S POLICE DEPARTMENT FOR FISCAL YEAR 2023; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

K. REGULAR ITEM(S)

1. LDR22-0004 – Mandatory Sewer Connections - Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0004 – Mandatory Sewer Connections) by amending Chapter 90 "Subdivisions" and appendix A "Fee Schedule," to provide for an exception for mandatory sewer connections and make corrections to recently approved fee updates. (PZ recommended approval by a vote of 6 to 0 at its January 23, 2023, meeting.)

Mr. Dalton gave a presentation identifying or noting:

- Background (snapshot)
- Draft ordinance information and he responded to questions from Council regarding:
- Service area

Mayor France opened the public hearing at 6:52 p.m. No one spoke. Mayor France closed the public hearing at 6:52 p.m.

ORDINANCE NO. 03-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 90, "SUBDIVISIONS" OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, ARTICLE VI, "STANDARDS," DIVISION 7, "UTILITIES," SECTION 90-422, "ON-SITE SEWAGE FACILITIES," PROVIDING FOR AN EXCEPTION TO THE MANDATORY SEWER CONNECTION REQUIREMENT; AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO CORRECT VARIOUS FEES RELATED TO LAND DEVELOPMENT WITHIN THE TOWN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Councilmember Jim Engel moved to approve item K.1. as presented in the agenda caption. Councilmember Adam Schiestel seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

1. The following boards will provide update reports at the May 18 work session:

All Together Flower Mound
Animal Services
Cultural Arts
Environmental Conservation
Parks
School Liaison
Transportation
Veterans Liaison

Other boards are excluded due to their quasi-judicial structure, specific scope of work, or other predetermined reporting timeline.

Ms. Scott provided background information on a proposed new format for board reporting to Council. There was Council consensus to proceed with the new format and give the HCTF the option of presenting at the same time.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 6:57 p.m. on February 6, 2023, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations.

1. Consultation with Town Attorney.
 - a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - b. Housing Discrimination Complaint
 - c. La Estancia Investments, L.P., v. Town of Flower Mound

- d. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
 - e. Oncor transmission line, switch, and substation projects.
 - f. Sunrise Circle Development
2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
 3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
 4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

Town Council reconvened into an open meeting at 9:28 p.m. on February 6, 2023, and no action taken on the above referenced items.

O. ADJOURN

Mayor France adjourned the meeting at 9:28 p.m. and all were in favor.



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: February 20, 2023
FROM: Brittni Barnett, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Bullet-Resistant Shield Grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.**

BACKGROUND: This agenda item is to consider approval of a grant application for the 2023 Bullet-Resistant Shield Grant from the Office of the Governor. If awarded, the grant funds will be used to purchase two Level III bullet-resistant shields for the Town's Police Services Department.

For administrative purposes, the Town Manager has been designated the Authorized Official, because this official must have an account with the eGrants system that allows him to certify the application.

Per the grant requirements, a Resolution must be passed by Town Council demonstrating that it is aware of and approves of the grant's submission. There is no match requirement for this grant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

Proposed Expenditure/(Revenue)

\$7,830.00

(\$7,830.00)

Account Number(s):

Grant Fund (370)

370-4605

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE BULLET-RESISTANT SHIELD GRANT FOR THE BENEFIT OF THE EMPLOYEES OF THE TOWN'S POLICE DEPARTMENT FOR FISCAL YEAR 2023; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS, INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of the Town that the Bullet-Resistant Shield Program be operated for the fiscal year 2023; and,

WHEREAS, the Town Council finds that the Town should apply for the Office of the Governor's Bullet-Resistant Shield Grant for the 2023 fiscal year in order to provide funding for the Flower Mound Police Department to operate two bullet-resistant shields.

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

SECTION 1

The Town Council approves submission of a grant application for the Bullet-Resistant Shield Program to the Office of the Governor.

SECTION 2

The Town Council agrees to accept the grant funds if awarded. In the event of loss or misuse of the Office of the Governor funds, the Town Council assures that the funds will be returned to the Office of the Governor in full.

SECTION 3

The Town Council designates the Town Manager as the Town's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the Town; and take any actions necessary to effectuate this Resolution.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 20th DAY OF FEBRUARY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Grant Number: 4784801



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: February 20, 2023

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG); authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

BACKGROUND: This agenda item is to consider approval of a grant application for the 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG) from the Office of the Governor. If awarded, the grant funds will be used to purchase a 3D crime scene scanner for the Town's Police Services Department.

For administrative purposes, the Town Manager has been designated the Authorized Official, because this official must have an account with the eGrants system that allows him to certify the application.

Per the grant requirements, a Resolution must be passed by Town Council demonstrating that it is aware of and approves of the grant's submission. There is no match requirement for this grant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

Proposed Expenditure/(Revenue)

\$85,000.00

(\$85,000.00)

Account Number(s):

Grant Fund (370)

370-4605

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2024; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of the Town that a 3D Crime Scene Scanner be operated for the fiscal year 2024; and,

WHEREAS, the Town Council finds that the Town should apply for the Office of the Governor's Edward Byrne Memorial Justice Assistance Grant for the 2024 fiscal year in order to provide funding for the Flower Mound Police Department to operate a 3D crime scene scanner.

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

SECTION 1

The Town Council approves submission of a grant application for the 3D Crime Scene Scanner to the Office of the Governor.

SECTION 2

The Town Council agrees to accept the grant funds if awarded. In the event of loss or misuse of the Office of the Governor funds, the Town Council assures that the funds will be returned to the Office of the Governor in full.

SECTION 3

The Town Council designates the Town Manager as the Town's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the Town, and may take any actions necessary to effectuate this resolution.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 20th DAY OF FEBRUARY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Grant Number: 4755901



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: February 20, 2023
FROM: Jeremy Jennings, Utility Line Main Manager
ITEM: **Consider approval of the purchase of one new Case 590 SN Backhoe per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$136,600.00.**

BACKGROUND: The Public Works Department is requesting the purchase of one Case 590 SN Backhoe per the Town of Flower Mound Specifications and Vendor Quote in the amount of \$136,600 utilizing the BuyBoard Cooperative Contract 685-22.

This equipment purchase will replace Unit No. 9232-34; and is part of the approved Fiscal Year 22-23 Vehicle and Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$136,600.00

Proposed Expenditure/(Revenue)
\$136,600.00

Account Number(s):
565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. BuyBoard Quote

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 12/6/2022 – VERF FY2023

Description: **Case 590-SN Backhoe**

Qty.: 1

Replaces: 9232-34, a 2010 John Deere Backhoe – ULM

Bidder: Associated Supply Company, Inc. (ASCO), Sharon Huffman 817-313-8129,
shuffman@ascoeq.com via BuyBoard Cooperative Contract 685-22

Item: 1 – Case 590-SN Backhoe as per ASCO Quote Dated 11/28/2022.

Total Cost of Vehicles, Equipment & Installation:

\$136,600.00

It is Fleet Services recommendation to award the bid to **Associated Supply Company, Inc.** in the amount of **\$136,600.00** utilizing the **BuyBoard Cooperative Contract # 685-22.**

Fleet Services Manager

12/6/2022

Date

ASSOCIATED SUPPLY COMPANY, INC.

Associated Supply Company, Inc.
 2019 Airport Fwy Euless, TX. 76040
Phone: 817-283-2844
Fax: 817-283-7836

Prepared By: Sharon Huffman
Mobile: 817-313-8129
Email: shuffman@ascoeq.com

Date Prepared: 11/28/2022

Government Agency: Town of Flower Mound

Ship To: Town of Flower Mound
 1101 Duncan Lane
 Flower Mound, TX 75028

Bill To: Town of Flower Mound
 1101 Duncan Lane
 Flower Mound, TX 75028

Contact Name: Billy Sterner
Email: Billy.Sterner@flower-mound.com

Phone: 972-874-6431
Fax:

Product Description: CASE 590SN

BuyBoard Contract: 685-22 (effective 12/1/22)

I. Price List Dated:

Base Price: 190,509.00

II: Base Bid Options (Itemized Below)

Powershift H-Type Transmission	Standard
Front Wheels - 14x17.5, 10PR	Standard
Rear Wheels - 21Lx24 12PR	Standard
1-WAY OR 2WAY AUX & EHOE	\$ 3,041.00
Heavy Front CWT, Extndhoe	Included
Pilot Controls w/Power Lift	\$ 2,598.00
Mechanical Quick Coupler	Included
24" Universal Bucket	\$ 2,625.00
Flip Over/Stabilizer Pads Combo	\$ 890.00
93" HD Long Lip w/cutting edge	\$ 4,388.00
Cab, LH Door w/Heater/AC	\$ 9,899.00
Premium Air Susp Heated	\$ 925.00
SUB-TOTAL:	\$ 24,366.00

CASE Govt Discount	\$ (6,000.00)
Auto Ride Control	Standard
LED Light Package	\$ 941.00
Cold Start Dual Battery	Standard
CASE SiteWatch Telematics	Standard
Tool Box	Included
SUB-TOTAL:	\$ (5,059.00)

Options List Price Total: \$ 19,307.00

III. SUB-TOTAL OF I & II

\$ 209,816.00

IV. BuyBoard Discount: 24.00% \$ 50,355.84

BUYBOARD CONTRACT PRICE: \$ 159,460.16

V: NON-BASE OPTIONS

Non-Base Options (%) =

Base Factory Warranty - See Attached	Included
SUB-TOTAL:	\$ -

SUB-TOTAL: \$ -

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ -

VII: TOTAL IV + VI

\$ 159,460.16

VIII: QUANTITY ORDERED UNITS: 1

\$ 159,460.16

IX: TRADE-IN OR OTHER CREDIT(S): \$ 22,860.16 2022 Discount (NO TRADE)

\$ 22,860.16

TOTAL: \$ 136,600.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: February 20, 2023
FROM: Jeremy Jennings, Utility Line Main Manager
ITEM: **Consider approval of the purchase of one new Bobcat E50 RS Series Compact Excavator per Town of Flower Mound Specifications and Vendor Quote from Bobcat of North Texas in the amount of \$78,575.00.**

BACKGROUND: The Public Works Department is requesting the purchase of one new Bobcat E50 R2 Series Compact Excavator per Town of Flower Mound Specifications and Vendor Quote in the amount of \$78,575.00 from Bobcat Equipment Company through BuyBoard Cooperative Contract #685-22. This purchase is a new addition to Town's Fleet Inventory approved via Fiscal Year 22-23 Decision Package and approved in Fiscal Year 22-23 budget.

A new water line repair crew was approved via Fiscal Year 21-22 budget. Purchase of this equipment will allow for the additional crew to be fully equipped with equipment necessary for daily operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$78,575.00

Proposed Expenditure/(Revenue)
\$78,575.00

Account Number(s):
200-690-92320-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Vendor Quote/BuyBoard Contract 685-22

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 11/9/2022 – Decision Pkg FY 2023

Description: **New Compact Excavator W/24" Bucket**

Qty.: 1

Replaces: None – New Fleet Addition - ULM

Bidder: Bobcat of North Texas - Lewisville, Todd Lewis, 214-869-6161,
tlewis@bobcatofdallas.com
Via BuyBoard Cooperative Contract #597-19

Item: One – New Bobcat E50 R2 Series Compact Excavator with Long Arm Boom, 24" MX4 Bucket, P60 Performance Package, Enclosed Cab with HVAC, and Travel Alarm as per Attached Bobcat Quote #33524D034226 Dated 11/3/2022.

Total Cost of Vehicles, Equipment & Installation:

\$78,575.00

It is Fleet Services recommendation to award the bid to **Bobcat of North Texas - Lewisville** in the amount of **\$78,575.00** utilizing the **BuyBoard Cooperative Contract #597-19**.

Fleet Services Manager

11/9/2022

Date



Product Quotation

Quotation Number: 33524D034271

Date: 2023-02-08 16:16:28

Ship to	Bobcat Dealer	Bill To
TOWN OF FLOWER MOUND Attn: BILLY STERNER	Bobcat of North Texas - Lewisville, Lewisville, TX 1302 SOUTH STEMMONS FREEWAY LEWISVILLE TX 75067 Phone: 469-586-0000 Fax: 972-221-3095 ----- Contact: Todd Lewis Phone: 817-654-2202 Fax: 817-457-9425 Cellular: 214-869-6161 E Mail: tlewis@bobcatofdallas.com	TOWN OF FLOWER MOUND Attn: BILLY STERNER
FLOWER MOUND, TX 75028 Phone: (817) 239-9137		FLOWER MOUND, TX 75028 Phone: (817) 239-9137

Description	Part No	Qty	Price Ea.	Total
E50 R2-Series Bobcat Compact Excavator	M3319	1	\$78,575.00	\$78,575.00
P60 Performance Package	M3319-P06-P60	1	\$0.00	\$0.00
Long Arm	Clamp with Diverter Valve			
C52 Comfort Package	M3319-P07-C52	1	\$0.00	\$0.00
Enclosed Cab with HVAC	Bobcat 7 inch Touch Display			
Cloth Suspension Seat	Radio			
Travel Motion Alarm	Bluetooth			
	Keyless Start			
24" MX4 XCHG TEETH	7311868	1	\$0.00	\$0.00
Total of Items Quoted				\$78,575.00
Other Charges: Material and Logistics				\$0.00
Quote Total - US dollars				\$78,575.00

Notes:

BUYBOARD 685-22

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: February 20, 2023
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of an ordinance vacating and abandoning the eastern 50 feet of the existing 15-foot utility easement located along the south property line of Lot 25, Block 11, Carriage Glen at Bridlewood Addition. The Carriage Glen at Bridlewood addition is generally located east of Bridlewood Boulevard and north of FM 1171.**

BACKGROUND: The owners of this property are requesting the abandonment of the eastern 50 feet of the 15-foot utility easement to allow the construction of a patio cover on their property.

The current owners of the lot will sign the Hold Harmless Agreement for this abandonment upon Council approval. By signing the Hold Harmless Agreement, the owners agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers and employees from any loss, damage, liability or judgment, including reasonable attorney fees and costs, on account of any damage to property and injuries whatsoever to all person which may arise as a result of the vacation, closing and abandonment of said portion of the 15-foot utility easement.

The following utility providers have been contacted and are acceptable to the abandonment:

- American Tower
- AT&T
- ATMOS Energy
- Brazos Electric
- CoServ Electric
- CoServ Gas
- Astound (Grande Communications)
- ONCOR
- Spectrum Cable
- Frontier Communications
- Zayo Fiber Solutions

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Ordinance, Agreement and deed as to form and legality.

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless

3. Quitclaim Deed
4. Metes and Bounds Survey

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND
ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EASTERN 50 FEET OF THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTH PROPERTY LINE OF LOT 25, BLOCK 11 OF CARRIAGE GLEN AT BRIDLEWOOD, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS; DETERMINING THAT THERE IS NO CURRENT NOR PROJECTED FUTURE NEED FOR A PORTION OF SAID EASEMENT DEPICTED IN EXHIBIT "A;" REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dhaval P. Thakkar is the sole and current owner ("Owner") of Lot 25, Block 11 of Carriage Glen at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas, also known as 3607 Polo Run Drive (the "Property"); and

WHEREAS, the Town of Flower Mound ("Town") has determined that the eastern 50 feet of the existing 15-foot utility easement located along the south Property line, as depicted and described in Exhibits A and B attached hereto and incorporated herein, is not needed for access to and maintenance of any public improvements in said easement; and

WHEREAS, the Property Owner, has requested the Town to abandon all rights, title, and interest to the eastern 50 feet of the said existing 15-foot utility easement depicted and described in Exhibits A and B.

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

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the said eastern 50 feet of the existing 15-foot utility easement depicted and described in Exhibits A and B.

SECTION 3

The Property Owner has requested the vacation and abandonment of the eastern 50 feet of the existing 15-foot utility easement described herein and shall immediately file with the Town Manager a fully executed Hold Harmless and Indemnity Agreement ("Agreement") on a form provided by the Town, which Agreement shall constitute a covenant which runs with the Property.

SECTION 4

The Town Secretary is directed to file a certified copy of this Ordinance and the Agreement referred to in Section 3, in the Map and Plat Records and in the Deed Records of Denton County, Texas.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The fact that no present Ordinance of the Town of Flower Mound, Texas provides for the vacation and abandonment of the said eastern 50 feet of the existing 15-foot utility easement creates an urgency and emergency and in the preservation of the public health, safety, and welfare, requires that this Ordinance become effective from and after the date of its passage and it is accordingly ordained.

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF FEBRUARY, 2023.

STATE OF TEXAS)
)
COUNTY OF DENTON)

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

Mr. Dhaval P. Thakkar is the sole and current owner ("Owner") of that certain property described as Lot 25, Block 11 of Carriage Glen at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Cabinet M, Slide 252, Plat Records, Denton County, Texas, and also known as 3607 Polo Run Drive (the "Property"). The Owner has requested the Town of Flower Mound ("Town") to abandon all rights, title, and interest to the eastern 50 feet of the existing 15-foot utility easement located along the south property line, as depicted and described in Exhibits A and B, attached hereto.

NOW, THEREFORE, in consideration of the Town vacating and abandoning all rights, title, and interest to the eastern 50 feet of the existing 15-foot utility easement located along the south property line, as depicted and described in Exhibits A and B, Mr. Dhaval P. Thakkar, dominant owner of the land on which said easement lies, shall indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any loss, damage, liability, or judgement, including reasonable attorneys fees and costs, on account of any damage to property and injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of said eastern 50 feet of the existing 15-foot utility easement located along the south property line as depicted and described in Exhibits A and B, attached.

It is agreed and understood that this Agreement shall be filed in the Map and Plat Records and in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this 20 day of February , 2023.

OWNER:

Dhaval P. Thakkar

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Dhaval P. Thakkar known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 20th day of February, 2023.

NOTARY PUBLIC, State of _____

My Commission Expires:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the eastern 50 feet of a 15-foot utility easement that is located on property described as Lot 25, Block 1 of Carriage Glen at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded in Cabinet M, Slide 252, Plat Records, Denton County, Texas, also known as 3607 Polo Run Drive, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the 20th day of February, 2023, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas, which easement is also described and/or depicted in the attached Exhibits A and B; and

WHEREAS, DHAVAL P. THAKKAR owns the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement is located and desires a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto the current owner of the fee estate on which such easement is located, specifically DHAVAL P. THAKKAR, Grantee, and the heirs, successors, and assigns, all of Grantor's rights, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of Grantor's rights, title, and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the Grantee, and his heirs, successors, and assigns forever, so that neither Grantor nor its successors or assigns shall have, claim, or demand any rights, title, or interest in or to the vacated and abandoned portion of the utility easement and appurtenances, or any part thereof.

EXECUTED this 20th day of February, 2023.

TOWN OF FLOWER MOUND

The Honorable Derek France
MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Derek France, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

NOTARY PUBLIC in and for
The State of Texas

(Seal)



Old Town Surveying, LLC

Professional Land Surveyors

810 Office Park Circle, Ste. 130, Lewisville, TX 75057

Ph. 469-293-8079 info@oldtownsurveying.com

TFRN Number: 10194611

EXHIBIT "A"
0.017 Acre Utility
Easement Abandonment
Town of Flower Mound,
Denton County, Texas

BEING a 0.017 acre portion of Lot 25, Block 11, Carriage Glen at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 252, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner being the northeast corner of said Lot 25, same point being the northwest corner of Lot 24, of said Block 11, and being in the south right-of-way line of Polo Run Drive;

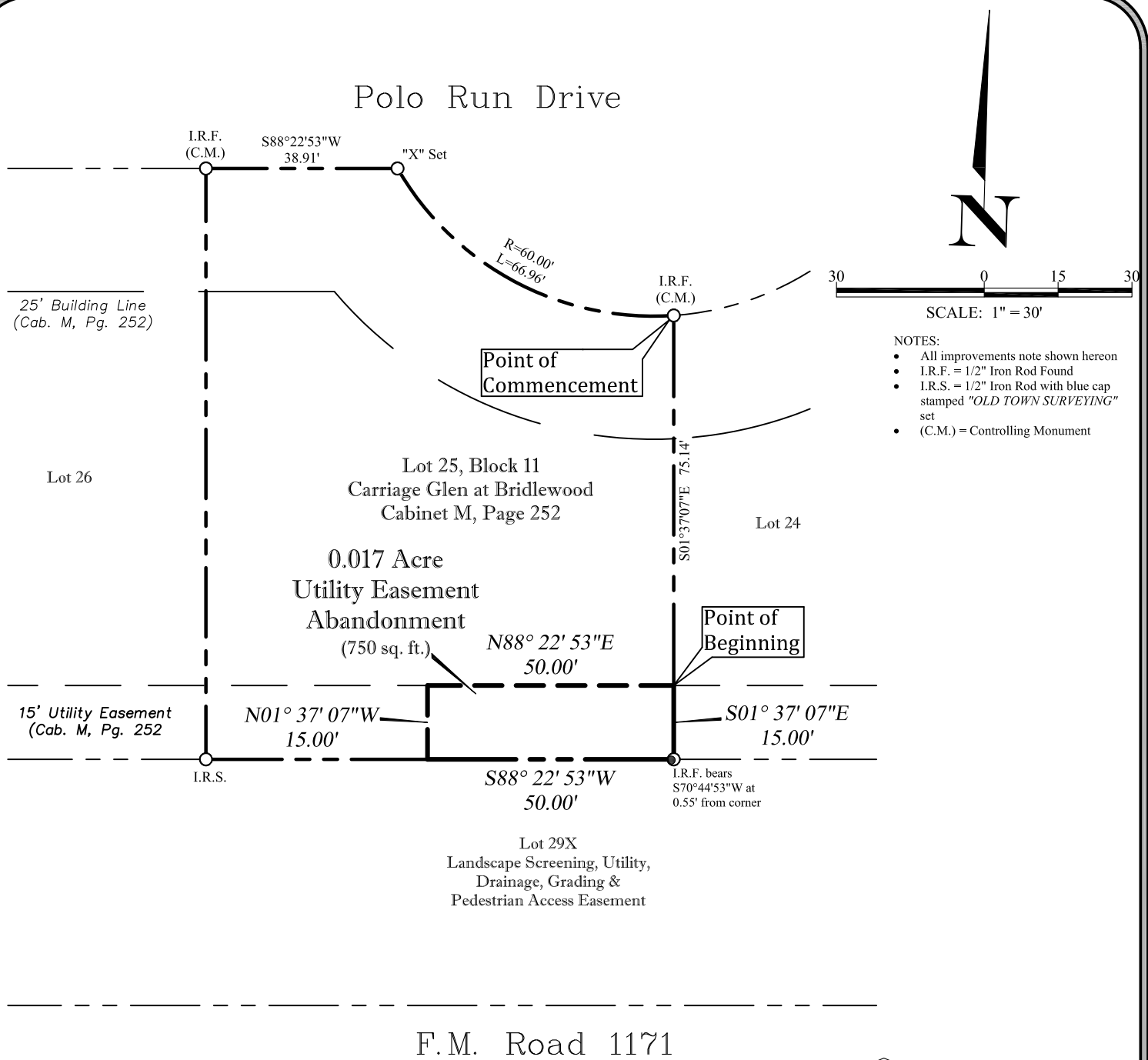
THENCE South 01 degrees 37 minutes 07 seconds East, with the west line of said Lot 24, a distance of 75.14 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 01 degrees 37 minutes 07 seconds East, continuing on with the west line of said Lot 24, a distance of 15.00 feet to the southwest corner of said Lot 24, same point being in the north line of Lot 29X, of said Block 11, from which a 1/2 inch iron rod found bears South 70 degrees 44 minutes 53 seconds West at 0.55 feet;

THENCE South 88 degrees 22 minutes 53 seconds West, with the north line of said Lot 29X, a distance of 50.00 feet to a point for corner;

THENCE North 01 degrees 37 minutes 07 seconds West, over and across said Lot 25, a distance of 15.00 feet to a point for corner;

THENCE North 88 degrees 22 minutes 53 seconds East, over and across said Lot 25, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 0.017 acres or 750 square feet of land, more or less.



NOTES:

- All improvements note shown hereon
- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod with blue cap stamped "OLD TOWN SURVEYING" set
- (C.M.) = Controlling Monument

EXHIBIT "B"

Utility Easement Abandonment

0.017 Acres

Being a Portion of Lot 25, Block 11

Carriage Glen at Bridlewood,

Town of Flower Mound,

Denton County, Texas.



December 13, 2022



Old Town Surveying, LLC.

Professional Land Surveyors

810 Office Park Circle, Suite 130, Lewisville, Texas, 75057

Ph. 469-293-8079 info@oldtownsurveying.com

TFRN Number: 10194611

Fieldwork Date: 07/09/2021 Job No.: 20210733-2 Tech: TO

GEOMETRIC CLOSURE SHEET

North: 5078.8091' East: 6121.7400'

Segment #1 : Line

Course: S01° 37' 07.00"E Length: 15.000'

North: 5063.8151' East: 6122.1637'

Segment #2 : Line

Course: S88° 22' 53.00"W Length: 50.000'

North: 5062.4028' East: 6072.1837'

Segment #3 : Line

Course: N01° 37' 07.00"W Length: 15.000'

North: 5077.3968' East: 6071.7600'

Segment #4 : Line

Course: N88° 22' 53.00"E Length: 50.000'

North: 5078.8091' East: 6121.7400'

Perimeter: 130.000' Area: 750.00 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000



TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: February 20, 2023
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a resolution confirming a relationship with JPMorgan Chase Bank and the Bank of New York Mellon Trust Company; designating and appointing authorized agents; authorizing the Mayor to sign all accompanying agreements; providing for the operation of the Town's accounts with said Banks; and declaring an effective date.**

BACKGROUND: The Town's current depository agreement with JPMorgan Chase (JPMorgan) has been in effect for five years and will expire on March 31, 2023. Under state law, a municipality can approve, execute and deliver a depository services contract whose terms do not exceed five years. A legal notice of the Request For Qualifications (RFQ) was advertised in the Town's official newspaper, the Denton Record Chronicle, along with a posting on Ionwave, an e-bidding management system. The Town received one proposal from JPMorgan. The term of the proposed depository agreement will be from April 1, 2023, through March 31, 2026, and can be extended for an additional two-year term, upon approval by the Town Council and JPMorgan.

The RFQ required each of the proposers to meet the following criteria: 1) Branch/location within the Town of Flower Mound, 2) Demonstrated ability to provide all the required automated services and cyber security, 3) Demonstrated ability to meet service requirements, including customer service needs, now and over the term of the contract, 4) Financial condition and ability to meet the contractual and collateral requirements, 5) Experience, reputation and continuity of the institution along with its officials and services offered, 6) The price of services, and 7) The bidder's past relationship with the Town.

JPMorgan met the criteria for the proposal and will provide the first six months analysis fees, up to \$7,500, as credits to the Town.

Estimated Montly Fees	\$	2,700
Monthly Average Earnings Credit Rate	\$	(824)
Net Montly Fees	\$	1,876

36-Month initial Contract Term	\$	67,536
One-Time Reductions - 6 month credit	\$	(7,500)

Net for Three years	\$	60,036
---------------------	----	--------

Also included under the RFQ was a proposal for Safekeeping/Custodial services for the Town's security investments. In past years, JPMorgan provided the safekeeping service for the Town, but due to economies of scale, they did not include this service in their proposal. JPMorgan and the Bank of New York Mellon (BNYM) have partnered in responding to local governments to meet the safekeeping needs of the public sector.

BNYM will provide the safekeeping/custody service to clear the purchase and maturity of the

securities as well as safekeep the securities. BNYM will charge a quarterly fee of \$1,500 and \$25.00 per transaction for their services.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$21,565.00

Proposed Expenditure/(Revenue)	Account Number(s):
\$4,505.00/\$10,510.00 Depository Analysis Fees	100-560-50000-5110 / 200-560-52100-5110
\$3,275.00/\$3,275.00 Safekeeping/Custodial Fees	100-560-50000-5110 / 200-560-52100-5110

LEGAL REVIEW: Dean Roggia, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and agreements as to form and legality.

ATTACHMENTS:

1. Depository Resolution 2023
2. Depository Services Contract
3. Custody Agreement
4. Custody Agreement Addendum
5. BNYM Safekeeping Fee Schedule
6. NEXEN Online Access Forms

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND CONFIRMING A RELATIONSHIP WITH JPMORGAN CHASE BANK, AND THE BANK OF NEW YORK MELLON TRUST COMPANY; DESIGNATING AND APPOINTING AUTHORIZED AGENTS; AUTHORIZING THE MAYOR TO SIGN ALL ACCOMPANYING AGREEMENTS; PROVIDING FOR THE OPERATION OF THE TOWN'S ACCOUNTS WITH SAID BANKS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, during the February 20, 2023 Regular Session, the Town Council of the Town of Flower Mound, Texas, pursuant to V.T.C.A., Local Government Code Sections 105.011 - 105.014, selected JPMorgan Chase Bank (herein after referred to as "Bank") as a depository for the Town's funds for the period beginning April 1, 2023 and ending March 31, 2026; and,

WHEREAS, during the February 20, 2023 Regular Session, the Town Council of the Town of Flower Mound, Texas, pursuant to V.T.C.A., Local Government Code Sections 105.018, selected The Bank of New York Mellon Trust Company (herein after referred to as "Custodian") to provide additional financial services, including custodial, safekeeping, and related depository services for the Town's funds for the period beginning April 1, 2023 and ending March 31, 2026; and,

WHEREAS, Bank and Custodian have qualified as depositories for the Town's funds in accordance with V.T.C.A., Local Government Code Section 105.031, by providing sufficient security for the Town funds to be deposited with Bank and Custodian.

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

SECTION 1

The Town Manager, Chief Financial Officer, or Director of Treasury Operations of the Town is hereby authorized to establish and open any checking or savings accounts with Bank and Custodian in the name of the Town; to endorse checks and orders for the payment of money to the Town; to make deposits to any accounts in the name of the Town; to transfer funds between any accounts established in the name of the Town with Bank and Custodian; and to purchase certificates of deposits and other securities or investments in the name of the Town. In addition, the Mayor of the Town is hereby authorized to sign all accompanying depository and custody agreements and other related contract documents.

SECTION 2

Endorsements for deposit may be by written or stamped endorsement of the Town without the designation of the party making the endorsement; and the Town hereby guarantees all prior endorsements on all checks, drafts, and other similar instruments that may be deposited by it with Bank or Custodian.

SECTION 3

Withdrawals in the form of checks, drafts, and other orders drawn on Bank or Custodian from accounts established or continued in the Town's name with Bank or Custodian under rules

and regulations as from time to time prescribed by Bank or Custodian and in accordance with the Agreement for Bank Depository Services and related contract documents between Town and Bank, and in accordance with the Custody Agreement and related contract documents between Town and Custodian, and wherein may be deposited any of the Town's funds whether represented by cash, check, notes, or other evidences of debt, are hereby authorized in Town's name upon the signature of two (2) of the following authorized signers, as referenced in the attached Exhibit "A":

**James Childers, Town Manager;
Tammy Wilson, Chief Financial Officer;
Theresa Scott, Town Secretary; or
Julie Taylor, Director of Treasury Operations.**

Bank and Custodian are hereby authorized, entitled, and directed to honor and to charge Town for all such checks, drafts, and other orders for the payment of money bearing the signatures of the above authorized signers pursuant to the special instructions contained herein.

SECTION 4

Be it further resolved that Town Officers James Childers, Town Manager; Tammy Wilson, Chief Financial Officer; or Julie Taylor, Director of Treasury Operations; or their designee may instruct Bank or Custodian by wire communication, by telephone, or by any available means regarding:

- a. The payment, withdrawal, or transfer, by wire or otherwise, of funds or money deposited in Town's account(s) or to the credit of Town for the purpose of purchasing U.S. Treasury Bills or Notes, certificates of deposit, or other authorized investments pursuant to the Town's investment policy, which is incorporated into this Resolution as if fully set forth herein; and
- b. The transfer, by wire or otherwise, of funds between different accounts of Town.

Bank and Custodian are hereby authorized and directed to honor such instructions, charge such accounts, and pay or advance such funds of Town pursuant to such instructions without inquiry into or responsibility for the application of the proceeds thereof, pursuant to instructions by said officers.

SECTION 5

The authority herein conferred upon the officers, agents, and employees herein named or those persons duly designated or appointed in writing and delivered to Bank and Custodian in the manner provided herein shall not be revoked or changed, insofar as it may concern Bank and Custodian, unless and until written notice of such revocation or change signed by the Mayor and authorized by the Town Council of the Town of Flower Mound, Texas, shall have been delivered to Bank or Custodian by delivering same to one of its officers at its main banking office.

SECTION 6

All things heretofore done by the officers and agents of the Town with respect to deposits, withdrawals, and transfers from and to its account(s), and the execution of notes, security

agreements, deeds of trust, financing statements, and other instruments of encumbrance to Bank or Custodian are hereby ratified as being an action binding upon the Town.

SECTION 7

These instructions and the authority and instructions given thereby shall pass and inure to any successor of or to the assigns of Bank and Custodian.

SECTION 8

Bank and Custodian, as designated depositories of the Town be, and are hereby requested, authorized and directed to honor all payroll checks and other checks, drafts or orders for the payment of money drawn in the Town's name including those drawn to the individual order of any person or persons whose name or names appear thereon as a signer or signers thereof, when bearing or purporting to bear the facsimile signatures of at least two (2) following officers:

**James Childers, Town Manager;
Tammy Wilson, Chief Financial Officer;
Theresa Scott, Town Secretary; or
Julie Taylor, Director of Treasury Operations.**

Bank and Custodian shall be entitled to honor and to charge Town for all such payroll checks and other checks, drafts or orders regardless of by whom or by what means the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signatures resemble the facsimile specimens duly certified to or filed with the Bank or Custodian by Town's Secretary.

SECTION 9

The Town Secretary is hereby directed to certify this Resolution and Exhibit and deliver same to Bank and Custodian, and that Bank and Custodian, shall be fully protected in regarding as officers of the Town the individuals stated to be such officers in the certified statement of the Town Secretary last delivered to Bank or Custodian unless and until written notice or revocation or change shall have been delivered to Bank or Custodian as provided in Section 5 herein.

SECTION 10

This Resolution shall take effect upon and from the date of passage and shall continue in full force and effect unless and until certified notice of its amendment or repeal has been received and recorded by Bank or Custodian, as applicable.

DULLY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THE 20TH DAY OF FEBRUARY 2023

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"

I, Theresa Scott, Town Secretary, Town of Flower Mound, Texas, certify that the facsimile signatures of the persons authorized in the forgoing resolution are printed and incorporated herein by reference, and that such facsimile signatures as printed or supplied herein are true and correct as of the date hereof.

I further certify that the following persons are the officers of the Town on this date and those authorized in the foregoing resolution to sign as designated officers and that the Town Council is duly authorized to designate and appoint such agents in writing as authorized in the foregoing resolution and that the signatures appearing below are the TRUE SIGNATURES OF SUCH OFFICERS.

James Childers, Town Manager

Tammy Wilson, Chief Financial Officer

Theresa Scott, Town Secretary

Julie Taylor, Director of Treasury Operations

IN WITNESS WHEREOF, I have subscribed my name as Secretary and have caused the Town seal to be hereunto affixed on this 20th day of February 2023.

Theresa Scott, Town Secretary

Sworn to and subscribed before me, by the said _____, this _____ day of _____, 2023, to certify which, witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

BANK DEPOSITORY SERVICES

COUNTY OF DENTON §

KNOW ALL BY THESE PRESENTS:

THIS CONTRACT is entered into and effective on the 1st of April, 2023, between **JPMORGAN CHASE BANK, N.A.**, hereinafter referred to as "CONTRACTOR", and the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "TOWN," acting by and acting by and through its Town Manager or his designee.

WITNESSETH:

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, TOWN and CONTRACTOR do mutually contract as follows:

I.

Description of Work

- A. For the consideration hereinafter agreed to be paid to CONTRACTOR by the TOWN, CONTRACTOR shall provide nonexclusive Banking Depository and other services to TOWN, hereinafter referred to as "SERVICES." The SERVICES are to be performed to the highest professional standards, in accordance with the standard of care imposed upon banks under the Uniform Commercial Code, and to conform in every respect to the following documents:
1. Town of Flower Mound Request for Qualifications 2023-14-A (hereinafter "SPECS").
 2. CONTRACTOR's Proposal, inclusive of all exhibits and attachments thereto, with the exceptions and modifications to the SPECS contained as an appendix, or otherwise, within the CONTRACTOR'S proposal superseding the affected sections of the SPECS (hereafter "PROPOSAL") for the SPECS.
 3. CONTRACTOR's Documents are comprised of Contractor's Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time, all of which are incorporated herein by reference.
- B. All of the documents referred to in Subsection A of this Section I are made a part hereof for all purposes as though each were written word for word herein; provided, however, that in case of conflict in the language of the SPECS and/or the PROPOSAL and/or this Contract and/or any other document, the terms and conditions of this Contract shall be final and binding on both parties. The SPECS shall control if the SPECS conflict with the PROPOSAL and/or any other document; provided, however, exceptions and

modifications to the SPECS contained as an appendix, or otherwise, within the CONTRACTOR'S proposal shall supersede the affected sections of the SPECS.

II.

Administration

Prior to submitting CONTRACTOR's PROPOSAL and prior to signing this Contract, CONTRACTOR has become thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws, that are applicable to CONTRACTOR in the performance of this Contract, and all of the terms and conditions of this Contract. All SERVICES under this Contract shall be coordinated under, and performed to the satisfaction of the Chief Financial Officer or his designated representative, hereinafter referred to as "Administrator."

III.

Term

The term of this Contract shall commence on the date first written above and terminate on March 31, 2026, unless sooner terminated in accordance with the provisions of this Contract. March 31st shall be referred to as the anniversary date of this Contract.

This Contract may be extended for a period not to exceed two (2) additional years upon mutual written agreement and approval by the Flower Mound Town Council and CONTRACTOR. This Contract may be terminated by the TOWN or the CONTRACTOR by the giving of thirty (30) days written notice thereof, to the other party.

CONTRACTOR and TOWN herein recognize that the continuation of any contract after the close of any given fiscal year of the Town of Flower Mound, which fiscal year ends on September 30th of each year, shall be subject to Flower Mound Town Council approval.

IV.

Compensation

- A. TOWN will pay CONTRACTOR for services rendered in accordance with this Contract as set out in the PROPOSAL and the SPECS.
- B. CONTRACTOR will not be entitled to reimbursement for expenses incurred under this Contract, exclusive of fines, penalties, interest, and other reimbursement obligations of the TOWN as set forth in this Contract, inclusive of Contractor's Documents, but without waiving any governmental immunity of the Town and only to the extent (1) authorized by Texas Gov't Code Ch. 2251 (the "Texas Prompt Payment Act"); (2) public funds are appropriated and budgeted as required by Texas law; and (3) said fines, penalties, interest, and other reimbursement obligations do not create a debt prohibited by the Texas Constitution.

V.

Independent Contractor

CONTRACTOR covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of TOWN; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same; and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between TOWN and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONTRACTOR.

VI.

Successors and Assigns

The TOWN and CONTRACTOR each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract to the successors, executors, administrators and assigns to such other party in respect of all covenants of this Contract. Neither TOWN nor CONTRACTOR will assign, sublet or transfer their interest in this Contract without the written consent of the other. No assignment or delegation of duties under this Contract will be effective without the written consent of the TOWN. Notwithstanding anything to the contrary herein, the CONTRACTOR may assign this Contract without the prior written consent of the TOWN to a successor in interest in connection with a merger, reorganization, consolidation, or a disposition of a particular business to which this Contract relates. In the event of an assignment, the CONTRACTOR shall notify the TOWN, and the TOWN shall have the right to immediately terminate this Contract.

VII.

Indemnification

CONTRACTOR does hereby agree to, release, indemnify, defend and hold harmless TOWN and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of CONTRACTOR, his officers, agents, employees, subcontractors, invitees or any other person, directly arising out of or directly in connection with the performance of this contract, and CONTRACTOR will at his or her own cost and expense defend and protect TOWN from any and all such claims and demands, except to the extent such claims arise from the sole negligence or willful misconduct of TOWN, its officers, agents, employees, or subcontractors. In the event of joint or concurrent negligence of CONTRACTOR and TOWN, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, unless otherwise, mutually agreed by CONTRACTOR and TOWN. Nothing in this paragraph is intended to waive any governmental immunity available to TOWN under Texas law or waive any defenses of CONTRACTOR or TOWN under Texas laws. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party versus TOWN or CONTRACTOR. The Contractor and the Town agree that the Contractor will not be liable for any special, indirect, punitive, or consequential damages of any kind whatsoever even if advised of the possibility thereof. CONTRACTOR'S liability for indemnification

hereunder shall be invoked only to the extent that (i) the claimed damages, losses, and expenses are directly due to the negligence of the CONTRACTOR and/or its subcontractors; and (ii) CONTRACTOR'S indemnification obligations shall not exceed an amount, in the aggregate, over the term of the Contract, an amount that exceeds one time (2) times the average annual revenues received by CONTRACTOR from the TOWN under the Contract;

VIII. Termination

TOWN may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to CONTRACTOR, with the understanding that all services being terminated shall cease upon the date specified on such notice. TOWN shall equitably compensate CONTRACTOR in accordance with the terms of this Contract for the SERVICES properly performed prior to the date specified in such notice, following inspection and acceptance of such charges by TOWN. CONTRACTOR shall not, however, be entitled to lost or anticipated profits should TOWN choose to exercise its option to terminate. Payment will be made for reasonable charges for such services rendered by CONTRACTOR until the date of termination and subsequently accepted by TOWN, if any. Notwithstanding anything to the contrary herein, CONTRACTOR may terminate this Contract upon not less than 90 days written notice to the TOWN if the TOWN breaches its obligations under this Contract and fails to cure the same within such timeframe or as otherwise provided in this Contract. Further, the CONTRACTOR shall have the right to terminate this Contract as set forth in CONTRACTOR's account terms and service terms and may exercise its remedies as provided therein, at law or equity.

IX. Applicable Law

This Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

X. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XIII.
Monies Withheld

When TOWN has reasonable grounds for believing that a meritorious claim exists against CONTRACTOR or TOWN arising out of the negligence, error or omission of CONTRACTOR or CONTRACTOR's breach of any provision of this Contract, then TOWN may withhold payment of any amount otherwise due and payable to CONTRACTOR under this Contract. Any amount so withheld may be retained by TOWN, for that period as it may deem advisable to protect TOWN against any loss and TOWN may, after written notice to CONTRACTOR, apply such money in satisfaction of any claim(s). This provision is intended solely for the benefit of TOWN, and no other person or entity shall have any right against TOWN by reason of TOWN's failure or refusal to withhold monies. No interest shall be payable by TOWN on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of TOWN.

XIV.
Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONTRACTOR shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. In this regard, CONTRACTOR shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Town of Flower Mound, upon request, for purposes of evaluating compliance with this and other provisions of the Contract. Notwithstanding anything to the contrary herein, CONTRACTOR will allow the Town's auditors and independent public accountants, including where state or federal assistance is involved, state and federal auditors identified by the Town, reasonable access during normal working hours to the bank records of the Town as reasonably required in connection with their examination of the books and records specifically pertaining the Town's

accounts, use of funds and services provided by CONTRACTOR to the Town. Any access or examination will be requested in writing; specifically describe the scope and records required; mutually agreed upon as to time and scope; and subject to CONTRACTOR'S security procedures and record retention policies. CONTRACTOR may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of access, and the scope of the records made available. Notwithstanding anything to the contrary herein, CONTRACTOR may terminate this Contract upon not less than 90 days written notice to the TOWN if the TOWN breaches its obligations under this Contract and fails to cure the same within such timeframe or as otherwise provided in this Contract. Further, the CONTRACTOR shall have the right to terminate this Contract as set forth in CONTRACTOR's account terms and service terms and may exercise its remedies as provided therein, at law or equity.

XV. **Notices**

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for TOWN, to:

Ms. Julie Taylor,
Director of Treasury Operations
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

If intended for CONTRACTOR, to:

Brett Harper
Commercial Banker
J.P. Morgan Chase Bank, N.A.
420 Throckmorton, Floor 4
Fort Worth TX, 76102

XVI. **Default**

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONTRACTOR, or, if at any time during the term of this Contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this

Contract, then TOWN shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy, the cost to TOWN of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONTRACTOR hereunder, CONTRACTOR shall be liable for and shall reimburse TOWN for such excess.

XVII. **Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

It is further agreed that one (1) or more instances of forbearance by the TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XVIII. **Changes**

The TOWN may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between the TOWN and the CONTRACTOR shall be incorporated by written modification to this Chapter.

XIX. **Performance of Work**

CONTRACTOR, its associates and employees, shall perform all the work called for in this Contract. CONTRACTOR covenants and agrees that all of its associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract.

XX. **Conflict of Interest**

CONTRACTOR covenants and agrees that CONTRACTOR and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONTRACTOR pursuant to this Contract will be conducted by employees, associates or subcontractors of CONTRACTOR. Notwithstanding anything to the contrary herein, the TOWN acknowledges that CONTRACTOR and its affiliates may be providing treasury services, debt financing, equity capital or other services (including financial advisory services) to other companies,

organizations or governmental entities with which the TOWN may have conflicting interests. CONTRACTOR does not believe that the provision of such services, products or financing arrangements in the ordinary course of its business to any such entity would interfere with its ability to provide the services contemplated by this Contract.

XXI.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

THIS CONTRACT entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereunto set their hands by their representatives duly authorized on the day and year first written above.

JPMORGAN CHASE BANK, N.A.

BY Brett Harper
Signature
Brett Harper
Printed/Typed Name

TOWN OF FLOWER MOUND, TEXAS

BY _____
Derek France
Mayor

ATTEST:

Theresa Scott, Town Secretary



CUSTODY AGREEMENT

(Public Finance)

AGREEMENT, dated as of February 20, 2023, between the Town of Flower Mound, a Texas home-rule municipality ("Customer") and The Bank of New York Mellon Trust Company, N.A., as custodian ("Custodian").

ARTICLE I DEFINITIONS

Whenever used in this Agreement, the following words shall have the meanings set forth below:

1. **"Authorized Person"** shall be any person, whether or not an officer or employee of Customer, duly authorized by Customer to give Written Instructions on behalf of Customer with respect to one or more accounts, such persons to be designated in a Certificate of Authorized Persons (in the form attached hereto or such other form acceptable to Custodian) which contains a specimen signature of such person.
2. **"BNYM Affiliate"** shall mean any office, branch or subsidiary of The Bank of New York Mellon Corporation.
3. **"Book-Entry System"** shall mean the Federal Reserve/Treasury book entry system for receiving and delivering securities, its successors and nominees.
4. **"Business Day"** shall mean any day on which Custodian and relevant Depositories are open for business.
5. **"Corporate Action Instructions"** shall mean instructions delivered to Custodian by Electronic Means, other than e-mail. Corporate Action Instructions sent by facsimile shall be sent to the following number **844-299-3627** (which such number may be changed from time to time as Custodian may designate in writing).
6. **"Depository"** shall include the Book-Entry System, the Depository Trust Company, and any other book-entry system, securities depository or clearing agency (and their respective successors and nominees) authorized to act as a book-entry system, securities depository or clearing agency pursuant to applicable law and identified to Customer from time to time.
7. **"Electronic Means"** shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Custodian, or another method or system specified by the Custodian as available for use in connection with its services hereunder.
8. **"Securities"** shall include, without limitation, common stock and other equity securities, mutual funds, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a Depository or on the books of the issuer).
9. **"Written Instructions"** shall mean written communications actually received by Custodian by letter or Electronic Means.

ARTICLE II
APPOINTMENT OF CUSTODIAN; ACCOUNTS;
REPRESENTATIONS AND WARRANTIES

1. Customer hereby appoints Custodian as custodian of all Securities and cash at any time delivered to Custodian during the term of this Agreement, and authorizes Custodian to hold Securities in registered form in its name or the name of its nominees. Custodian hereby accepts such appointment and agrees to establish and maintain one or more securities accounts and cash accounts in the name of Customer in which it will hold Securities and cash as provided herein. Such accounts (each, an "Account"; and collectively, the "Accounts") shall be in the name of Customer.

2. Customer hereby represents and warrants, which representations and warranties shall be continuing and shall be deemed to be reaffirmed upon Written Instruction given by Customer, that:

(a) Customer is duly organized and existing under the laws of the state of Texas, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder pursuant to Texas Gov't Code Ch. 2257 and Texas Local Gov't Code Ch. 105;

(b) This Agreement has been duly authorized, executed and delivered by Customer, constitutes a valid and legally binding obligation of Customer, enforceable in accordance with its terms, and no statute, regulation, rule, order, judgment or contract binding on Customer prohibits Customer's execution or performance of this Agreement; and

(c) Either Customer owns the Securities in the Account free and clear of all liens, claims, security interests and encumbrances (except those granted herein) or, if the Securities are owned beneficially by others, Customer has the right to pledge such Securities to the extent necessary to secure Customer's obligations hereunder, free of any right of redemption or prior claim by the beneficial owner. Custodian's security interest pursuant to Article V hereof shall be a first lien and security interest subject to no setoffs, counterclaims or other liens prior to or on a parity with it in favor of any other party (other than specific liens granted preferred status by statute), and Customer shall take any and all additional steps which are required to assure Custodian of such priority and status, including (i) notifying third parties or obtaining their consent to Custodian's security interest, (ii) prohibiting transfer of any interest in a Security from the nominee name in which such investment is registered without the express written consent of Custodian and (iii) ensuring it does not take any other action that would cause Custodian's first lien and security interest hereunder to be adversely affected.

3. Customer covenants and represents that (i) neither it nor any of its affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"); and (ii) neither it nor any of its affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Agreement (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

ARTICLE III
CUSTODY AND RELATED SERVICES

1. Subject to the terms hereof, Customer hereby authorizes Custodian to hold any Securities received by it from time to time for Customer's account. Custodian shall be entitled to utilize Depositories to the

extent possible in connection with its performance hereunder. Securities and cash deposited by Custodian in a Depository will be held subject to the rules, terms and conditions of such Depository.

2. Custodian shall furnish Customer with a monthly summary of all account transfers and activity. Although Customer recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, Customer hereby agrees that confirmations of investments are not required to be issued by Custodian for each month in which a monthly statement is rendered or otherwise made available. No statement need be rendered for an Account if no activity occurred in such Account during such month. Customer may elect to receive advices, confirmations, reports or statements electronically through the Internet to an e-mail address specified by it for such purpose. By electing to use the Internet for this purpose, Customer acknowledges that such transmissions are not encrypted and therefore are insecure. Customer further acknowledges that there are other risks inherent in communicating through the Internet such as the possibility of virus contamination and disruptions in service, and agrees that Custodian shall not be responsible for any loss, damage or expense suffered or incurred by Customer or any person claiming by or through Customer as a result of the use of such methods.

3. With respect to all Securities held in an Account, Custodian shall, unless otherwise instructed to the contrary:

(a) Receive all income and other payments and advise Customer as promptly as practicable of any such amounts due but not paid;

(b) Present for payment and receive the amount paid upon all Securities which may mature and advise Customer as promptly as practicable of any such amounts due but not paid;

(c) Forward to Customer all information or documents that it may receive from an issuer of Securities which, in the opinion of Custodian, are intended for the beneficial owners of U.S. Securities;

(d) Execute, as custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons;

(e) Hold directly, or through a Depository, all rights and similar Securities issued with respect to any Securities credited to an Account hereunder; and

(f) Endorse for collection checks, drafts or other negotiable instruments.

4. (a) Custodian shall notify Customer of such rights or discretionary actions or of the date or dates by when such rights must be exercised or such action must be taken provided that Custodian has received, from the issuer or the relevant Depository or a nationally or internationally recognized bond or corporate action service to which Custodian subscribes, timely notice of such rights or discretionary corporate action or of the date or dates such rights must be exercised or such action must be taken. Absent actual receipt of such notice, Custodian shall have no liability for failing to so notify Customer and Custodian shall follow timely directions received in writing through one of the Communication processes so specified by the Custodian.

(b) Whenever Securities (including, but not limited to, warrants, options, tenders, options to tender or non-mandatory puts or calls) confer optional rights on Customer or provide for discretionary action or alternative courses of action by Customer, Customer shall be responsible for making any decisions relating thereto and for directing Custodian to act. In order for Custodian to act, it must receive Customer's Corporate Action Instructions not later than noon (eastern standard time) at least two (2) Business Days prior to the last scheduled date to act with respect to such Securities (or such earlier date or time as Custodian may notify Customer). Absent Custodian's timely receipt of such Corporate Action Instructions, Custodian shall not be liable for failure to take any action relating to or to exercise any rights conferred by such U.S. Securities.

5. In order to facilitate access by Customer or its designee to ballots or online systems to assist in the voting of proxies received for eligible positions of Securities held in the Account (excluding bankruptcy matters), the Custodian will, at the written request of Customer upon the execution of this Agreement, appoint a provider of proxy voting services to act as agent of Customer to provide global proxy voting services to Customer. Custodian shall have no obligation or liability in respect of such proxy voting services or the acts or omissions of the provider of such proxy voting services.

6. Custodian shall promptly advise Customer upon its notification of the partial redemption, partial payment or other action affecting less than all Securities of the relevant class. If Custodian or Depository holds any such Securities in which Customer has an interest as part of a fungible mass, Custodian or such Depository may select the Securities to participate in such partial redemption, partial payment or other action in any non-discriminatory manner that it customarily uses to make such selection.

7. Custodian shall not under any circumstances accept bearer interest coupons which have been stripped from United States federal, state or local government or agency securities unless explicitly agreed to by Custodian in writing.

8. Except where exempt, Customer shall be liable for all taxes, assessments, duties and other governmental charges, including any interest or penalty with respect thereto ("Taxes"), with respect to any cash or Securities held on behalf of Customer or any transaction related thereto. To the fullest extent authorized by Texas law, Customer shall reimburse the Custodian for the amount of any Tax that Custodian or any other withholding agent is required under applicable laws (whether by assessment or otherwise) to pay on behalf of, or in respect of income earned by or payments or distributions made to or for the account of Customer (including any payment of Tax required by reason of an earlier failure to withhold). Custodian shall, or shall instruct the applicable withholding agent to, withhold the amount of any Tax which is required to be withheld under applicable law upon collection of any dividend, interest or other distribution made with respect to any Security and any proceeds or income from the sale, loan or other transfer of any Security. In the event that Custodian is required under applicable law to pay any Tax on behalf of Customer, Custodian is hereby authorized to withdraw cash from any cash account in the amount required to pay such Tax and to use such cash for the timely payment of such Tax in the manner required by applicable law. If the aggregate amount of cash in all cash accounts is not sufficient to pay such Tax, Custodian shall promptly notify Customer of the additional amount of cash (in U.S. Dollars) required, and Customer shall directly deposit such additional amount in the appropriate cash account promptly after receipt of such notice, for use by Custodian as specified herein. In the event that Custodian reasonably believes that Customer is eligible, pursuant to applicable law or to the provisions of any tax treaty, for a reduced rate of, or exemption from, any Tax which is otherwise required to be withheld or paid on behalf of Customer under any applicable law, Custodian shall, or shall instruct the applicable withholding agent to, either withhold or pay such Tax at such reduced rate or refrain from withholding or paying such Tax, as appropriate; provided that Custodian shall have received from Customer all documentary evidence of residence or other qualification for such reduced rate or exemption required to be received under such applicable law or treaty. In the event that Custodian reasonably believes that a reduced rate of, or exemption from, any Tax is obtainable only by means of an application for refund, Custodian shall have no responsibility for the accuracy or validity of any forms or documentation provided by Customer to Custodian hereunder. To the fullest extent authorized by Texas law, Customer hereby agrees to reimburse the Custodian in respect of any liability arising from any underwithholding or underpayment of any Tax which results from the inaccuracy or invalidity of any such forms or other documentation, and such reimbursement shall be a continuing obligation of Customer, its successors and assigns, notwithstanding the termination of this Agreement. None of the provisions of this Agreement shall require the Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds is not assured to it.

9. For the purpose of settling Securities and foreign exchange transactions, Customer shall provide Custodian with sufficient immediately available funds for all transactions by such time and date as conditions in the relevant market dictate. As used herein, "sufficient immediately available funds" shall mean

either (i) sufficient cash denominated in the currency of Customer's home jurisdiction to purchase the necessary foreign currency, or (ii) sufficient applicable foreign currency to settle the transaction. Custodian shall provide Customer with immediately available funds each day which result from the actual settlement of all sale transactions, based upon advices received by Custodian from its Depositories. Such funds shall be in the currency of Customer's home jurisdiction or such other currency as Customer may specify to Custodian.

10. Any foreign exchange transaction effected by Custodian in connection with this Agreement may be entered with Custodian or a BNYM Affiliate acting as principal or otherwise through customary banking channels. Customer may issue standing Written Instructions with respect to foreign exchange transactions but Custodian may establish rules or limitations concerning any foreign exchange facility made available to Customer. Customer shall bear all risks of holding cash denominated in a foreign currency. Without limiting the foregoing, Customer shall bear the risks that rules or procedures imposed by Depositories, exchange controls, asset freezes or other laws, rules, regulations or orders shall prohibit or impose burdens or costs on the transfer to, by or for the account of Customer of property held outside Customer's jurisdiction or denominated in a currency other than its home jurisdiction or the conversion of cash from one currency into another currency. Custodian shall not be obligated to substitute another currency for a currency whose transferability, convertibility or availability has been affected by such law, regulation, rule or procedure. Custodian shall not be liable to Customer for any loss resulting from any of the foregoing events.

11. To the extent that Custodian has agreed to provide pricing or other information services in connection with this Agreement, Custodian is authorized to utilize any vendor (including brokers and dealers of Securities) reasonably believed by Custodian to be reliable to provide such information. Customer understands that certain pricing information with respect to complex financial instruments (e.g., derivatives) may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may or may not be material. Where vendors do not provide information for particular Securities or other property, an Authorized Person may advise Custodian regarding the fair market value of, or provide other information with respect to, such Securities or property as determined by it in good faith. Custodian shall not be liable for any loss, damage or expense incurred as a result of errors or omissions with respect to any pricing or other information utilized by Custodian hereunder.

12. As an accommodation to Customer, Custodian may provide consolidated recordkeeping services pursuant to which Custodian reflects on Account statements Securities not held in Custodian's vault or for which Custodian or its nominee is not the registered owner ("Non-Custody Securities"). Non-Custody Securities shall be designated on Custodian's books as "shares not held" or by other similar characterization. Customer acknowledges and agrees that it shall have no security entitlement against Custodian with respect to Non-Custody Securities, that Custodian shall conclusively rely, without independent verification, on information provided by Customer regarding Non-Custody Securities (including but not limited to positions and market valuations) and that Custodian shall have no responsibility whatsoever with respect to Non-Custody Securities or the accuracy of any information maintained on Custodian's books or set forth on account statements concerning Non-Custody Securities.

13. With respect to Securities issued in the United States, the Shareholders Communications Act of 1985 (the "Act") requires Custodian to disclose to the issuers, upon their request, the name, address and securities position of its customers who are (a) the "beneficial owners" (as defined in the Act) of the issuer's Securities, if the beneficial owner does not object to such disclosure, or (b) acting as a "respondent bank" (as defined in the Act) with respect to the Securities. (Under the Act, "respondent banks" do not have the option of objecting to such disclosure upon the issuers' request.) The Act defines a "beneficial owner" as any person who has, or shares, the power to vote a security (pursuant to an agreement or otherwise), or who directs the voting of a security. The Act defines a "respondent bank" as any bank, association or other entity that exercises fiduciary powers which holds securities on behalf of beneficial owners and deposits such securities for safekeeping with a bank, such as Custodian. Under the Act, Customer is either the "beneficial owner" or a "respondent bank."

☒ Customer is the "beneficial owner," as defined in the Act, of the Securities to be held by Custodian hereunder.

☐ Customer is not the beneficial owner of the Securities to be held by Custodian, but is acting as a "respondent bank," as defined in the Act, with respect to the Securities to be held by Custodian hereunder.

IF NO BOX IS CHECKED, CUSTODIAN SHALL ASSUME THAT CUSTOMER IS THE BENEFICIAL OWNER OF THE SECURITIES.

For beneficial owners of the Securities only:

☐ Customer objects

☐ Customer does not object

to the disclosure of its name, address and securities position to any issuer which requests such information pursuant to the Act for the specific purpose of direct communications between such issuer and Customer.

IF NO BOX IS CHECKED, CUSTODIAN SHALL RELEASE SUCH INFORMATION UNTIL IT RECEIVES A CONTRARY WRITTEN INSTRUCTION FROM CUSTOMER.

14. The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralize in one or more affiliates and subsidiaries certain activities (the "Centralized Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding Customer (which, for purposes of this provision, includes the name and business contact information for the Customer's employees and representatives) and the accounts established pursuant to this Agreement ("Customer Information") and (ii) use third party service providers to store, maintain and process Customer's Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Agreement and solely in connection with the Centralized Functions and/or Outsourced Functions, Customer consents to the disclosure of, and authorize BNY Mellon to disclose, Customer's Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Customer's Information. In addition, the BNY Mellon Group may aggregate Customer Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer Information with Customer specifically. Customer represents that Customer is authorized to consent to the foregoing and Customer's understanding and belief is that the disclosure of Customer's Information in connection with the Centralized Functions and/or Outsourced Functions does not violate any relevant data protection legislation. Customer also consents to the disclosure of Customer's Information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

ARTICLE IV PURCHASE AND SALE OF U.S. SECURITIES; CREDITS TO ACCOUNT

1. Promptly after each purchase or sale of Securities by Customer, an Authorized Person shall deliver to Custodian Written Instructions specifying all information necessary for Custodian to settle such purchase or sale. Custodian shall account for all purchases and sales of Securities on the actual settlement date unless otherwise agreed by Custodian.

2. Customer understands that when Custodian is instructed to deliver Securities against payment, delivery of such Securities and receipt of payment therefore may not be completed simultaneously. Customer assumes full responsibility for all credit risks involved in connection with Custodian's delivery of Securities pursuant to instructions of Customer.

3. Custodian may, as a matter of bookkeeping convenience or by separate agreement with Customer, credit the Account with the proceeds from the sale, redemption or other disposition of Securities or interest, dividends or other distributions payable on Securities prior to its actual receipt of final payment therefor. All such credits shall be conditional until Custodian's actual receipt of final payment and may be reversed by Custodian to the extent that final payment is not received. Payment with respect to a transaction will not be "final" until Custodian shall have received immediately available funds which under applicable law or rule are irreversible and not subject to any security interest, levy or other encumbrance, and which are specifically applicable to such transaction.

ARTICLE V OVERDRAFTS OR INDEBTEDNESS

1. If Custodian in its sole discretion advances funds to Customer or there shall arise for whatever reason an overdraft in the Account (including, without limitation, overdrafts incurred in connection with the settlement of securities transactions or funds transfers) or if Customer is for any other reason indebted to Custodian, Customer agrees to repay Custodian on demand the amount of the advance, overdraft or indebtedness plus accrued interest at a rate ordinarily charged by Custodian to its institutional custody customers.

2. In order to secure repayment of Customer's obligations to Custodian hereunder, Customer hereby pledges and grants to Custodian a continuing lien and security interest in, and right of set-off against, all of Customer's right, title and interest in and to the Accounts and the Securities, money and other property now or hereafter held in the Accounts (including proceeds thereof), and any other property at any time held by it for the account of Customer. In this regard, Custodian shall be entitled to all the rights and remedies of a pledgee and secured creditor under applicable laws, rules or regulations as then in effect.

ARTICLE VI CONCERNING CUSTODIAN

1. (a) Except as otherwise expressly provided herein, Custodian shall not be liable for any costs, expenses, damages, liabilities or claims, including attorneys' and accountants' fees, costs and expenses (collectively, "Losses"), incurred by or asserted against Customer, except those Losses arising out of the negligence or willful misconduct of Custodian. Custodian shall have no liability whatsoever for the action or inaction of any Depository or issuer of Securities. In no event shall Custodian be liable to Customer or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. The Customer shall pay Custodian for any extraordinary services or expenses performed or incurred, including, but not limited to any Losses not attributed to the Custodian's negligence or willful misconduct, in connection with its duties under this Agreement if notified in writing prior to the performance of those services or the incurring of those expenses so as to allow the Customer to appropriate sufficient funds for their payment. The foregoing obligation shall survive the termination of this Agreement or the resignation of the Custodian.

(b) Custodian may enter into subcontracts, agreements and understandings with any BNYM Affiliate, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

2. Without limiting the generality of the foregoing, Custodian shall be under no obligation to inquire into, and shall not be liable for, any losses incurred by Customer or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid U.S. Securities, or Securities which are otherwise not freely transferable or deliverable without encumbrance.

3. Custodian may, with respect to questions of law specifically regarding the Account, obtain the advice of counsel and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice.

4. Custodian shall be under no obligation to take action to collect any amount payable on Securities in default, or if payment is refused after due demand and presentment.

5. Custodian shall have no duty or responsibility to inquire into, make recommendations, supervise, or determine the suitability of any transactions affecting any Account.

6. Customer shall pay to Custodian the fees and charges as may be specifically agreed upon from time to time and such other fees and charges at Custodian's standard rates for such services as may be applicable. Customer shall reimburse Custodian for all costs associated with the conversion of Customer's Securities hereunder and the transfer of Securities and records kept in connection with this Agreement. Customer shall also reimburse Custodian for out of pocket expenses which are a normal incident of the services provided hereunder. Custodian may debit any Account for amounts payable hereunder which remain in arrears for over 60 days.

7. In addition to the rights of Custodian under applicable law and other agreements, at any time when Customer shall not have honored any and all of its obligations to Custodian, whether or not relating to or arising under this Agreement, Custodian shall have the right without notice to Customer to retain or set-off, against such obligations of Customer, any Securities or cash Custodian or a BNYM Affiliate may directly or indirectly hold for the account of Customer, and any obligations (whether matured or unmatured) that Custodian or a BNYM Affiliate may have to Customer. Any such asset of, or obligation to, Customer may be transferred to Custodian and any BNYM Affiliate in order to effect the above rights.

8. (a) Subject to the terms below, Custodian shall be entitled to conclusively rely upon any Written Instructions actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered.

(b) [If Custodian receives Written Instructions or Corporate Action Instructions which appear on their face to have been transmitted by an Authorized Person via (Electronic Means, Customer understands and agrees that Custodian cannot determine the identity of the actual sender of such Written Instructions or Corporate Action Instructions and that Custodian shall conclusively presume that such Written Instructions or Corporate Action Instructions have been sent by an Authorized Person. Customer shall be responsible for ensuring that only Authorized Persons transmit such Written Instructions or Corporate Action Instructions to Custodian and that all Authorized Persons treat applicable user and authorization codes, passwords and/or authentication keys with extreme care.] The Custodian shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the Customer shall provide to the Custodian a Certificate of Authorized Persons, which Certificate of Authorized Persons shall be amended by the Customer whenever a person is to be added or deleted from the listing. If the Customer elects to give the Custodian Instructions using Electronic Means and the Custodian in its discretion elects to act upon such Instructions, the Custodian's understanding of such Instructions shall be deemed controlling. The Customer understands and agrees that the Custodian cannot determine the identity of the actual sender of such Instructions and that the Custodian shall conclusively presume that Instructions that purport to have been sent by an Authorized Person listed on the Certificate of Authorized Persons provided to the Custodian have been sent by such Authorized Person. The Customer shall be responsible for ensuring that only Authorized Persons transmit such Instructions to the Custodian and that the Customer and all Authorized Persons are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt

by the Customer. The Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Customer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Custodian and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Customer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Custodian immediately upon learning of any compromise or unauthorized use of the security procedures.

(c) If Customer elects to transmit Written Instructions or Corporate Action Instructions through an electronic platform offered by Custodian or a BNYM Affiliate, Customer's access to and use thereof shall be subject to the terms and conditions contained in a separate written agreement. Customer shall be responsible for requesting access to any such electronic platform and completing the documentation required for such access and nothing herein shall obligate Custodian to ensure any such access. Should Customer fail to, or elect not to, avail itself of such access, neither Custodian nor any BNYM Affiliate accepts any responsibility whatsoever for any Losses arising as a result of the lack of such access in connection with its services under this Agreement. Notwithstanding any other provision of this Agreement, whenever Custodian is required to deliver any notice or information to Client under the terms of this Agreement, it may do so by making the relevant notice or information available to Customer via an electronic platform operated by Custodian or a BNY Mellon Affiliate. If Customer elects (with Custodian's prior consent) to transmit Written Instructions or Corporate Action Instructions through an on-line communications service owned or operated by a third party, Customer agrees that Custodian shall not be responsible or liable for the reliability or availability of any such service.

9. Upon reasonable request and provided Custodian shall suffer no significant disruption of its normal activities, Customer shall have access to Custodian's books and records relating to the Account during Custodian's normal business hours. Upon reasonable request, copies of any such books and records shall be provided to Customer at Customer's expense.

10. It is understood that Custodian is authorized to supply any information regarding the Account which is required by any law, regulation or rule now or hereafter in effect.

11. Custodian will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused, directly or indirectly, by natural disasters, fire, acts of God, strikes or other labor disputes, work stoppages, acts of war or terrorism, general civil unrest, actual or threatened epidemics, pandemics, quarantine restrictions, disease, act of any government, governmental authority or police or military authority, declared or threatened state of emergency, legal constraint, the interruption, loss or malfunction of utilities or transportation, communications or computer systems, or any other similar events beyond its reasonable control. Custodian will use commercially reasonable efforts to minimize the effect of any such events.

12. Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

ARTICLE VII TERMINATION

Either party may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be not less than ninety (90) days after the date of such notice. Upon termination hereof, Customer shall pay to Custodian such compensation as may be due to Custodian, and

shall likewise reimburse Custodian for other amounts payable or reimbursable to Custodian hereunder. Custodian shall follow such reasonable Written Instructions concerning the transfer of custody of records, Securities and other items as Customer shall give; provided, that (a) Custodian shall have no liability for shipping and insurance costs associated therewith, and (b) full payment shall have been made to Custodian of its compensation, costs, expenses and other amounts to which it is entitled hereunder. If any Securities or cash remain in the Account, Custodian may deliver to Customer such Securities and cash. Upon termination of this Agreement, except as otherwise provided herein, all obligations of the parties to each other hereunder shall cease.

ARTICLE VIII MISCELLANEOUS

1. Customer agrees to furnish to Custodian a new Certificate of Authorized Persons in the event of any change in the then present Authorized Persons. Until such new Certificate is received, Custodian shall be fully protected in acting upon Written Instructions of such present Authorized Persons.

2. Any notice or other instrument in writing, authorized or required by this Agreement to be given to Custodian, shall be sufficiently given if addressed to Custodian and received by it at its offices at 4655 Salisbury Road, Suite 300, Jacksonville, Florida 32256, Attn: Corporate Trust or at such other place as Custodian may from time to time designate in writing; provided however, any instruction given to Custodian in connection with Securities pursuant to Section 4(b) of Article III shall be given by Customer exclusively by Corporate Action Instructions.

3. Any notice or other instrument in writing, authorized or required by this Agreement to be given to Customer shall be sufficiently given if addressed to Customer and received by it at its offices at 2121 Cross Timbers Rd., Flower Mound, TX 75028-2602 or at such other place as Customer may from time to time designate in writing.

4. Each and every right granted to either party hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of either party to exercise, and no delay in exercising, any right will operate as a waiver thereof, nor will any single or partial exercise by either party of any right preclude any other or future exercise thereof or the exercise of any other right.

5. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected thereby. This Agreement may not be amended or modified in any manner except by a written agreement executed by both parties. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by either party without the written consent of the other.

6. (a) This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of laws principles thereof. Customer and Custodian hereby consent to the jurisdiction of a state or federal court situated in Texas in connection with any dispute arising hereunder.

(b) The parties hereto agree that the establishment and maintenance of the Account, and all interests, duties and obligations with respect thereto, shall be governed by the laws of the State of Texas.

7. The parties hereto agree that in performing hereunder, Custodian is acting solely on behalf of Customer and no contractual or service relationship shall be deemed to be established hereby between Custodian and any other person.

8. Customer hereby acknowledges that Custodian is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which Custodian must obtain, verify and record information that allows Custodian to identify Customer. Accordingly, prior to opening an Account hereunder Custodian will ask Customer to provide certain information including, but not limited to, Customer's name, physical address, tax identification number and other information that will help Custodian to identify and verify Customer's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Customer agrees that Custodian cannot open an Account hereunder unless and until the Custodian verifies the Customer's identity in accordance with its CIP. If Customer is a hedge fund or other type of collective investment vehicle (i) Customer has established and presently maintains an anti-money laundering program

(the "Program") reasonably designed to prevent Customer from being used as a conduit for money laundering or other illicit purposes or the financing of terrorist activities, (ii) it is in compliance with the Program and all anti-money laundering laws, regulations and rules now or hereafter in effect that are applicable to it, (iii) it has verified the identity of each of its investors and documented the origin of the assets funding each investor's account with Customer, (iv) it can represent and warrant that, to the best of its knowledge, no investor has invested in Customer for money laundering or other illicit purposes; and (v) it shall promptly notify Custodian in writing if any of the foregoing representations and warranties are no longer true.

9. In the event The Bank of New York Mellon Trust Company, N.A. becomes subject to a proceeding under a U.S. special resolution regime, the transfer of this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) from The Bank of New York Mellon Trust Company, N.A. will be effective to the same extent as the transfer would be effective under the U.S. special resolution regime if this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) were governed by the laws of the United States or a state of the United States.

In the event The Bank of New York Mellon Trust Company, N.A. or any of its affiliates becomes subject to a proceeding under a U.S. special resolution regime, default rights with respect to this Agreement that may be exercised against The Bank of New York Mellon Trust Company, N.A. are permitted to be exercised to no greater extent than the default rights could be exercised under the U.S. special resolution regime if this Agreement were governed by the laws of the United States or a state of the United States.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

IN WITNESS WHEREOF, Customer and Custodian have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the day and year first above written.

Town of Flower Mound

Customer Name

Authorized Signature

Mayor

February 20, 2023

Title

Date

The Bank of New York Mellon Trust Company, N.A.

Mary Jo Wagner

Authorized Signature

Vice President

February 15, 2023

Title

Date

**CERTIFICATE OF AUTHORIZED PERSONS
(Customer - Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting authorized representatives of The Town of Flower Mound (the "Customer"), and further certifies that the following officers or employees of the Customer have been duly authorized in conformity with the Customer's [Articles of Incorporation and By-Laws/Creation/Authorization Information] to deliver Written Instructions to The Bank of New York Mellon Trust Company, N.A. ("BNYM") pursuant to the Custody Agreement between the Customer and BNYM dated February 20, 2023, and that the signatures appearing opposite their names are true and correct:

<u>James Childers</u>	<u>Town Manager</u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number
<u>Tammy Wilson</u>	<u>Chief Financial Officer</u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number
<u>Julie Taylor</u>	<u>Director of Treasury Operations</u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number
<u></u>	<u></u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number
<u></u>	<u></u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number
<u></u>	<u></u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number
<u></u>	<u></u>	<u></u>	<u></u>
Name	Title	Signature	Phone Number

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate
seal]

Name: Derek France
Title: Mayor
Date: February 20, 2023

ADDENDUM TO CUSTODY AGREEMENT (Public Finance)

This Addendum to Custody Agreement (the “Addendum”) is attached to and hereby made a part of the Custody Agreement between the Town of Flower Mound, a Texas home-rule municipality (“Customer”), and The Bank of New York Mellon Trust Company, N.A., as custodian (“Custodian”), made pursuant to Texas Gov’t Code Ch. 2257 and Texas Local Gov’t Code Ch. 105. The Custody Agreement includes Custodian’s account terms, applicable service terms and conditions, and related bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time, all of which are incorporated herein by reference, and any other contract documents between the Customer and Custodian related to the safekeeping and depository services, or other services provided by Custodian to the Customer under the Custody Agreement (collectively referred to as the “Agreement”).

1. Independent Contractor. Custodian shall perform its obligations under the Agreement as an independent contractor and shall not be considered an agent, representative, or employee of the Customer for any purpose whatsoever, including, but not limited to, entitlement to Customer employee benefits. Custodian hereby expressly waives any claim or entitlement to such benefits. Furthermore, the Agreement is not intended to create, nor should it be construed as creating, a partnership, association, or joint venture.
2. Indemnity and Exculpatory Provisions. Customer is a Texas home-rule municipality. Accordingly, any and all provisions, terms, or conditions in the Agreement requiring Customer to defend or indemnify Custodian or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas.
3. Gift to Public Servant. Customer may terminate the Agreement immediately and without any liability if Custodian has offered, or agreed to confer any benefit upon a Customer employee or official that the Customer employee or official is prohibited by law from accepting.
4. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. If legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.
5. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
6. Captions. The captions to the various clauses of this Addendum are for informational purposes only and shall not alter the substance of the terms and conditions of the Agreement.
7. Records of Custodian or Depository. The Agreement is subject to the record keeping, examination, and audit provisions of Texas Gov’t Code Ch. 2257 and Texas Local Gov’t Code

Ch. 105. All information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

8. Governmental Functions and Immunity.

A. Immunity retained. The parties hereby acknowledge and agree that Customer is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town of Flower Mound, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Customer’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.

B. Rights Retained. The Customer expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Agreement requiring the Customer to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Customer, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

9. Controlling Document. In the event any term, condition, or provision of this Addendum conflicts with any term, condition, or provision of the Agreement, the terms, conditions, and provisions of this Addendum shall supersede and control the terms, conditions, and provisions of the Agreement.

10. Payments. Customer shall pay Custodian the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251. Despite any other provision to the contrary in the Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov’t Code Ch. 2251. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement. All payments by the Customer under the Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the Customer’s Charter and Texas law.

11. Additional Verifications.

To the extent required by Texas law, Custodian verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this Agreement; and (3) It does not “boycott energy companies,” as those terms

are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

IN WITNESS WHEREOF, Customer and Custodian have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the day and year first above written.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A. (Custodian):**

By: Mary Jo Wagener

Name: Mary Jo Wagener

Title: Vice President

Date: February 15, 2023

**TOWN OF FLOWER MOUND,
TEXAS (Customer):**

By: _____

Name: Derek France

Title: Mayor

Date: February 20, 2023



Town of Flower Mound, Texas

Date: December 7, 2022

Presented By:

BNY Mellon Corporate Trust

Fee Schedule for the following:

- **Custody/Safekeeping Services**

Fee Schedule

Subject to the Terms and Disclosures below, upon appointment of The Bank of New York Mellon Trust Company, N.A. (“BNYM” or “us” or “affiliates” or “subsidiaries”) in the roles as outlined within this Fee Schedule (this “Fee Schedule”), Town of Flower Mound (“Client”) shall be responsible for the payment of the fees, expenses and charges as set forth herein. Fees are payable or accrue at the time of the execution of the governing documents (the “Transaction Documents”) in connection with the closing of the transaction (the “Transaction”) which is the subject of this Fee Schedule.

General Fees

Acceptance Fee	Waived
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The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Agreement (the “Transaction”), and compensates BNYM for the following: review of all supporting documents, initial establishment of the required accounts and Know Your Client checks.

Administration Asset Fees	See Below
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An annual fee covering the duties and responsibilities related to account administration, which may include maintenance of accounts on various systems, collection and payment of principal and interest on assets held in the account. Fees are calculated based on the total market value of assets in arrears on a quarterly billing cycle.

First \$100 million.....	0.75 Basis Points (0.000075)
Over \$100 million.....	0.50 Basis Points (0.000050)
(Minimum Quarterly Fee \$1,500)	

Account Activity Fees	See Below
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INVESTMENT and SECURITY TRANSACTION COMPENSATION

Security purchase, sale or transfer (book entry):	\$25.00
Wires	\$25.00
Audit confirm	\$50.00

Extraordinary Services/Miscellaneous Fees

The charges for performing extraordinary or other services not contemplated at the time of the execution of the Transaction Documents or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNY Mellon’s sole discretion. If it is contemplated that BNY Mellon hold/and or value collateral, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services

Miscellaneous fees and expenses may include, but are not necessarily limited to supplemental agreements, preparation of special or interim reports, auditor confirmation fees, wire transfer fees, , and reconciliation fees to balance trust account balances to third-party investment provider statements. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed. FDIC or other governmental charges will be passed along as incurred. Reimbursement will be required for any out-of-pocket expenses and will be invoiced to the Client at cost.

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The information contained within this Fee Schedule is the proprietary information of The Bank of New York Mellon and is confidential. This document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of The Bank of New York Mellon. Client shall not use BNY Mellon’s name or trademarks without its prior written permission.

Client agrees to reimburse BNYM for extraordinary expenses incurred by it in connection with the Transaction to the extent permitted by law.

Default Administration (if applicable)

If an event of default occurs under the Transaction Documents, the services of each employee of BNYM administering such default will be charged at the prevailing hourly rate for default administration services as set out from time to time. In addition, all of BNYM's costs and expenses "including but not limited to any legal costs, travel costs and applicable taxes" shall be charged to Client.

Negative Interest Rates – Charges

With respect to any funds invested by BNYM in connection with the Transaction, if: (i) any recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or (ii) any market counterparty or other institution applies a negative interest rate or any related charge to any account or balance of BNYM or any account or balance opened for You by BNYM, BNYM may apply a charge to any of Your accounts or balances. BNYM will give You prompt written notice of the application of any such charges. You acknowledge and agree that the application of such a charge by BNYM may cause the effective interest rate applicable to Your account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in clauses (i) and (ii) above may be positive.

Terms and Disclosures

General

BNYM's final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation and standard Know Your Client procedures. In the event that this Transaction does not proceed with BNYM in the roles contemplated by this Fee Schedule and the Transaction Documents, Client will be responsible for payment of any external counsel fees and expenses and out-of-pocket expenses which BNYM may have incurred up to and including the termination date.

Client shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYM to vendors who have not performed services for BNYM's benefit under the various bond or note issuances or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralize in one or more affiliates and subsidiaries certain activities (the "Centralized Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding Client (which, for purposes of this provision, includes the name and business contact information for Client employees and representatives) and the accounts established pursuant to the Transaction Documents ("Client Information") and (ii) use third party service providers to store, maintain and process Client Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralized Functions and/or Outsourced Functions, Client consents to the disclosure of, and authorizes BNY Mellon to disclose, Client Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Client Information. In addition, the BNY Mellon Group may aggregate Client Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Client Information with Client specifically. Client represents that it is authorized to consent to the foregoing and that the disclosure of Client Information in connection with the Centralized Functions and/or Outsourced Functions does not violate any relevant data protection legislation. Client also consents to the disclosure of Client Information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of The Bank of New York Mellon and is confidential. This document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of The Bank of New York Mellon. Client shall not use BNY Mellon's name or trademarks without its prior written permission.

Please note the fees quoted in this Fee Schedule are based upon the information available at the present time. Further quotes may be provided once the structure of the deal has been finalized. Annual Fees cover a period of one year and any portion thereof and are not subject to pro-rata. Fees may be subject to adjustment during the life of the engagement.

Advance Fees

BNYM requires that Client agree to the fees quoted in this Fee Schedule prior to the commencement of any work or the provision of any services by BNYM in relation to the Transaction. In the event that BNYM provides any services to Client prior to your agreement to the fees quoted herein, the commencement of such work or the provision of such services shall not be deemed to constitute a waiver of the fees listed in this Fee Schedule. BNYM reserves the right to cease providing services until such time as Client agrees to the fees quoted herein. BNYM reserves the right to request that any and all fees due and payable pursuant to this Fee Schedule and related in any way to the Transaction are paid in advance (either in whole or in part) prior to the provision of any services.

OFAC Sanctions

You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"). You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers will use any payments made pursuant to the Transaction: (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

Acceptance/Revocation of Offer

You may agree to the fees quoted herein by (i) executing this Fee Schedule and returning it to us, (ii) closing the Transaction, or (iii) instructing us or continuing to instruct us after receipt of this Fee Schedule. Upon the earlier to occur of (i), (ii) and (iii), the fees quoted herein shall be deemed accepted by you. If you agree to the fees quoted herein, the terms of this Fee Schedule shall supersede any prior fees quoted with respect to the Transaction. BNYM may revoke the terms of this Fee Schedule if the Transaction does not close within three months from the date of this Fee Schedule. Should the Transaction fail to close for any reason, a termination fee equal to BNYM's Acceptance Fee, any external counsel fees, expenses and disbursements and all out-of-pocket expenses will apply.

Confidential Information

Except as otherwise provided by law, all information provided to Client by BNYM must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNYM's prior written approval.

Client Notice Required By the USA Patriot Act

To help the U.S. government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established. When Client establishes a relationship with BNYM, we will ask Client to provide certain information (and documents) that will help us to identify Client. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us identify Client. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

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Town of Flower Mound hereby accepts and agrees to the fees and the terms and conditions set forth in this Fee Schedule.

By: _____
Name: Derek France *(Print name in full)*
Title: Mayor
Date: February 20, 2023

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NEXEN Online Access Instructions

Updated 1/5/2022

The following forms need to be completed/returned to initiate the creation of the NEXEN Access Profile:

- **Electronic Delivery Terms & Conditions** (Required) - Agrees to all NEXEN user online terms & conditions for requested users. Complete page 7 with the on behalf of entity name, contact name, title, date and signature. Complete Exhibit 1 & 2 if applicable.
- **Electronic Communications: Client Authorization & Indemnification** (Required) – Electronic agreement and attestation to allow for electronic transaction instruction through the NEXEN portal. Complete page 1 with the entity name, page 3 with entity name, contact name, page 4 with address, email, signature, contact name, title, date.
- **User Survey Form** (Required) – Provide the entity and the authorized user(s) contact information and select the applicable electronic access requirements. You may add as many users as you would like but it is best practice to at least list two individuals.
- **Third Party Electronic Access Authorization** (Optional) - Agreement authorizing electronic access to user accounts for a third party organization.

The **NEXEN Reference Guide** has been attached at the end of this document to provide more information on what is available in the system.

ELECTRONIC DELIVERY TERMS AND CONDITIONS

(Corporate Trust)

These Electronic Delivery Terms and Conditions (“**T&Cs**”) set forth the terms and conditions governing BNY Mellon’s provision to the undersigned entity(ies) and its (their) Affiliates listed on **Schedule A** (“**Client**”) of BNY Mellon Digital Delivery Services (“**BDDS**”), defined below, in connection with any agreement now or hereafter entered into between Client and BNY Mellon (each a “**Services Agreement**”). In these T&Cs, references to a “**Services Agreement(s)**” means the Services Agreement(s) to which these T&Cs pertain. Provision of BDDS to Client is contingent upon Client’s compliance with these T&Cs (including any Schedules) and any applicable Terms of Use (collectively this “**Agreement**”). In the case of conflict between the terms of a Services Agreement and these T&Cs or the Terms of Use, the order of precedence shall be the Services Agreement followed by these T&Cs and then the Terms of Use. Client may amend **Schedule A** by delivery of a revised **Schedule A** to BNY Mellon.

1. Definitions. All capitalized terms used herein will have the meanings ascribed to them below:

- a. “**Affiliate**” means a legal person that is controlled by, controlling or under common control with a party to these T&Cs.
- b. “**API**” means any BNY Mellon application programming interface identified on the API Site and made available to Client pursuant to this Agreement.
- c. “**API Credentials**” mean, collectively, consumer key, secret and signed client certificate issued by BNY Mellon to allow Electronic Access to an API.
- d. “**BNY Mellon**” means the BNY Mellon legal entity(ies) with which you are a party pursuant to a Services Agreement.
- e. “**BNY Mellon Confidential Information**” means any non-public information regarding BDDS, including proprietary databases, data compilations, software, processes, scripts, informational or training materials, specifications, manuals or documentation made available to the Client in connection with the provision of BDDS.
- f. “**BNY Mellon Data**” means any content, documents, data or information provided or made available to Client and its Users through Electronic Access. BNY Mellon Data expressly includes any proprietary databases or other protectable collections of information irrespective of whether or not the underlying data elements include any data or information not proprietary to BNY Mellon but excludes any Client Confidential Information.
- g. “**BNY Mellon Digital Delivery Services**” or “**BDDS**” mean, collectively, the Sites, APIs, Messaging Services, Electronic Access, and BNY Mellon Data.
- h. “**BNY Mellon Indemnified Parties**” mean collectively, BNY Mellon together with its Affiliates, Licensors, and Suppliers, if any.
- i. “**Client**” means the client contracting party executing these T&Cs.
- j. “**Client Confidential Information**” means any non-public data related to Client, its Users, and Client’s customers and accounts provided to BNY Mellon by or on behalf of Client in connection with a Services Agreement.
- k. “**Credentials**” mean, collectively, API Credentials, Site Credentials, and Messaging Credentials.

- l. **“Data Terms Website”** means the website at <http://www.bnymellon.com/products/assetservicing/vendoragreement.pdf> or any successor website of which Client is provided notice from time to time, containing requirements and use restrictions on the Licensed Information imposed on BNY Mellon by the Licensors. In the event of a conflict between the provisions in the Data Terms Website and in these T&Cs, the provisions of the Data Terms Website shall prevail.
- m. **“Electronic Access”** means Client’s access to Sites, APIs, and Messaging Services, if any, through which Client is able to access products and services provided by BNY Mellon.
- n. **“Intellectual Property”** means all copyright, patents, trademarks and service marks, rights in designs, moral rights, rights in computer software, rights in databases and other protectable collections of information, rights in confidential information, trade secrets, inventions and know-how, trade and business names, domain names (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and applications for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.
- o. **“Licensor”** means any third-party provider of proprietary information and/or data that is included in BNY Mellon Data (**“Licensed Information”**).
- p. **“Losses”** includes any losses, liabilities, damages, costs, expenses, claims, causes of action, or judgments, including reasonable attorneys’ fees and expenses.
- q. **“Messaging Credentials”** mean, collectively, any keys, secrets, and/or tokens issued to Client by BNY Mellon to allow access to Messaging Services.
- r. **“Messaging Services”** means the provision by BNY Mellon of electronic messaging channels to permit transmission of electronic messages between BNY Mellon and Client pursuant to this Agreement.
- s. **“Schedule”** means a schedule to this Agreement substantially in the forms shown on **Exhibits 1 and 2** and setting forth (i) the specific APIs to be licensed to Client, the duration of Client’s license, all applicable fees, and any other pertinent API information; and/or (ii) the specific electronic message type(s), the associated messaging channel(s) information, the term, applicable fees, and any other pertinent information of the Messaging Services, including any services to be performed by BNY Mellon for initial setup and preparation for the commencement of the Messaging Services. Each Schedule shall be consecutively lettered, executed by the parties, and incorporated herein by reference.
- t. **“Site”** means a BNY Mellon-designated information delivery website, file transfer protocol (FTP) site, or web portal, including, where applicable, the API information delivery portal, currently <https://marketplace.bnymellon.com> (**“API Site”**), made available to Client.
- u. **“Site Credentials”** mean collectively, a user-id, a password and, where applicable, a secure identification device (or other method of multi-factor authentication) issued for a User to allow Electronic Access to Site(s).

- v. “**Supplier**” means a third party retained by BNY Mellon in connection with BNY Mellon’s provision of BDDS.
- w. “**Terms of Use**” mean the terms, conditions, and disclosures that may be set forth on the Sites.
- x. “**User**” means any person Client authorizes for Electronic Access to the Sites, including any third-party or any employee, contractor, or agent of a third party (such as an investment manager, consultant, or other third-party service provider).

2. License Grant

- a. Subject to the payment of any applicable license fees, Client is hereby granted a nonexclusive, nontransferable, non-sublicensable, limited, revocable right and license to use BDDS solely for its internal business purposes and in accordance with this Agreement. For the avoidance of doubt, Client’s internal business purposes specifically exclude direct use of any portion of BDDS by Client’s customers and creation of a product or service by or on behalf of Client using all or any portion of BDDS, unless expressly agreed in writing by BNY Mellon.
- b. Notwithstanding the foregoing, Client has the right to sublicense Client’s right and license to use APIs and/or Messaging Services, if any, to Client’s third parties (collectively, “**Client Service Providers**”), provided that (i) in each instance such sublicense is mutually agreed upon by the parties and specified in a Schedule with respect to particular API(s) and/or Messaging Services, and (ii) any exercise of such sublicense by Client Service Provider is limited to actions taken on Client’s behalf to provide services to Client alone. Client is responsible for all acts and omissions by any Client Service Provider as if such acts or omissions were those of Client.

3. Access Administration

- a. To facilitate Electronic Access to the Sites, BNY Mellon will implement an access administration method, which could be BNY Mellon administration (“**BNYM Administration**”) or client federated administration (“**Client Administration**”). By authorizing any of its Users for Electronic Access, Client agrees to, acknowledges, and accepts any applicable Terms of Use.
 - (i) In the case of BNYM Administration, Client will furnish BNY Mellon with a written list of the names of its Users and designate which Users will have the authority to provide instructions to BNY Mellon that have an impact on assets held by BNY Mellon for Client’s accounts. Upon BNY Mellon’s approval of Users (which approval will not be unreasonably withheld), BNY Mellon will send Client the initial Site Credentials (including a temporary password) for each User, which Client will be responsible for providing to its Users. Client shall notify BNY Mellon in writing of any User to be deactivated and return any secure identification devices issued to such User. Upon receipt of Client’s deactivation notice and any secure identification devices, BNY Mellon shall promptly deactivate Site Credentials for such User, at which point such individual shall no longer be deemed a User.
 - (ii) In the case of Client Administration, Client will designate Users and provide them with Site Credentials that shall include for each User multi-factor authentication and fraud protection methods. Client is solely responsible for its Users’ Electronic Access and the protection of its Users’ Site Credentials. Upon Client deactivating User’s Site Credentials, such individual will no longer be deemed a User, and Client shall promptly notify BNY Mellon in writing of such deactivation.

- b. Client must provide BNY Mellon with Client's and/or Client Service Provider's digital client certificate prior to being granted Electronic Access to APIs. Upon BNY Mellon's approval (which will not be unreasonably withheld), BNY Mellon will provide Client with API Credentials and any Site Credentials, if applicable. Once the API Credentials are issued, Client shall be solely responsible for their administration and use.
- c. Client must provide BNY Mellon with Client's and/or Client Service Provider's digital client certificate and all other necessary information detailed in applicable Schedule(s) prior to being granted Electronic Access to Messaging Services. Upon BNY Mellon's approval (which will not be unreasonably withheld), BNY Mellon will provide Client with applicable Messaging Credentials and technical information for establishing messaging channel(s). Once Messaging Credentials are issued, Client shall be solely responsible for their administration and use.
- d. Client acknowledges and agrees that BNY Mellon will have no obligation to verify or confirm (i) the actual identity of a person using Site Credentials for Electronic Access or that such person is, in fact, a User; or (ii) that a party using the API Credentials or Messaging Credentials for Electronic Access is, in fact, the Client or Client Service Provider. BNY Mellon is entitled to rely and act on any commands, directions or instructions issued through Electronic Access in connection with Site Credentials or API Credentials. Client acknowledges and agrees that BNY Mellon is not responsible for detecting any errors in any such commands, directions and instructions.
- e. Client is solely responsible for ensuring that Client, Client Service Providers and Users comply with this Agreement. To the extent any Licensed Information is provided through Electronic Access, Client is solely responsible for ensuring that Client, Client Service Providers, and Users comply with the restrictions and requirements posted on the Data Terms Website. BNY Mellon reserves the right to prohibit or revoke Electronic Access of any User whom BNY Mellon determines has breached the terms of this Agreement, or whose conduct BNY Mellon reasonably determines may constitute a criminal offense, violate any applicable law or constitute a security risk for BNY Mellon Indemnified Parties, Users, or other customers.
- f. Client shall not, and shall not permit any of its Users to, breach, circumvent, or attempt to breach or circumvent, any security measures used in connection with BDDS. Client shall, and shall require Client Service Providers to, maintain commercially reasonable processes and controls to prevent the introduction of any viruses, malware, malicious computer code, and other destructive software to BDDS or any other BNY Mellon system.

4. Reservation of Rights, Confidentiality and Use of Data

- a. Any Intellectual Property and any other rights, title or interest not expressly granted to Client, Client Service Providers, or Users in relation to BDDS are reserved to BNY Mellon, its Affiliates, Licensors, and Suppliers. Client may not, and may not permit Client Service Providers to, use, modify, decompile, or reverse engineer BDDS except as expressly authorized in writing by BNY Mellon. Unless expressly provided otherwise in this Agreement, nothing in this Agreement will be construed as giving Client, Client Service Provider, or Users any license or right to use the trade marks, logos and/or service marks of BNY Mellon, its Affiliates, Licensors, or Suppliers.
- b. BNY Mellon retains complete discretion and authority to modify, in whole or in part, BDDS. Unless provided otherwise in the applicable Schedule, in the event BNY Mellon (i) implements a material change to the functionality of BDDS or (ii) modifies BDDS so as to render an aspect of it incompatible with the current version, BNY Mellon will provide advance notice to Client of any such modifications.

- c. For the sake of clarity, the terms and conditions of these T&Cs, any Schedules, any non-public information related to the Sites, APIs, Messaging Services, and Electronic Access (including Site Credentials and/or API Credentials), and any portion of BNY Mellon Data that is not disclosed to the general public but is made available solely to Client, Client Service Providers, or Users, are BNY Mellon Confidential Information.
- d. Unless expressly agreed in writing by BNY Mellon, BNY Mellon Data is provided solely for Client's internal use and excludes direct use by its customers or any other third parties. Client acknowledges and agrees that Client may not incorporate any portion of the BNY Mellon Data into Client's products or services, or otherwise use any portion of the BNY Mellon Data to develop its products or services without BNY Mellon's express prior written approval.
- e. Where applicable, BNY Mellon may make analytics regarding Client's API usage and/or errors in API performance ("Analytics") available to Client and its Users on the API Site.
- f. Client represents and warrants that with respect to Client Confidential Information, including third party data, if any, it is authorized to allow BNY Mellon to make Client Confidential Information available through BDDS subject to the terms of this Agreement.
- g. Client agrees that BNY Mellon, its Affiliates, and Suppliers may disclose to each other, and use, Client Confidential Information (including Client's customer data and personal data of Users): (i) to the extent necessary for the provision of Services and fulfilling BNY Mellon's regulatory and legal obligations; (ii) in connection with business administration functions performed on a centralized basis by BNY Mellon, its Affiliates, and Suppliers; and (iii) to analyze and improve Services and for internal research and development activities related thereto.
- h. Client agrees that BNY Mellon and its Affiliates may aggregate Client Confidential Information with other client-related data or other data on a fully anonymized basis and use such aggregated data for purposes of product or service development and distribution, general marketing purposes, and producing market or similar analyses for its clients, provided that in any such case Client Confidential Information cannot be identified with or derived from any such aggregated and anonymized data.

5. Disclaimers and Limitation of Liability:

- a. ALTHOUGH BNY MELLON USES REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION THROUGH ELECTRONIC ACCESS, BNY MELLON, AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS AS TO ACCURACY, RELIABILITY OR COMPREHENSIVENESS OF BDDS. CLIENT ACKNOWLEDGES AND AGREES THAT BNY MELLON IS A DISTRIBUTOR AND NOT A PUBLISHER OF ANY LICENSED INFORMATION AND HAS NO CONTROL OVER IT.
- b. BDDS ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, OR NONINFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE SET FORTH HEREIN. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING BDDS.
- c. IN NO EVENT WILL BNY MELLON INDEMNIFIED PARTIES BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM A VOLUNTARY SHUTDOWN OF ANY PART OF BDDS TO ADDRESS TECHNICAL PROBLEMS, COMPUTER VIRUSES, DENIAL-OF-SERVICE MESSAGES, OR OTHER

SIMILAR PROBLEMS.

- d. EXCEPT TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW, BNY MELLON WILL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO CLIENT OR TO THIRD PARTIES, FOR (i) ANY ERRORS OR OMISSIONS IN THE ENTRY, TRANSMISSION, EXECUTION OR REPORTING OF ORDERS AND TRANSACTIONS, INCLUDING ERRORS RESULTING FROM INACCURATELY PLACING ORDERS AND TRANSACTIONS; (ii) ANY COMMUNICATION FAILURES, INCLUDING THE FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN CLIENT'S ACCESS TO AN API OR THE SITE, OR FOR ANY DELAY OR INTERRUPTION OR DISRUPTION OF SUCH ACCESS OR ANY ERRONEOUS COMMUNICATIONS BETWEEN BNY MELLON AND CLIENT, REGARDLESS OF WHETHER THE CONNECTION OR COMMUNICATION SERVICE IS PROVIDED BY BNY MELLON OR A THIRD PARTY SERVICE PROVIDER; (iii) ANY INABILITY TO EXECUTE ORDERS AND TRANSACTIONS OR THE COST OF SUBSTITUTE SERVICES; (iv) THE ACCURACY OF THE SITE CONTENT INCLUDING ANALYTICS OR THE CAPACITY, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE, OR CONTINUED AVAILABILITY OF THE APIS OR THE SITE; OR (v) THE EXISTENCE OF ANY VIRUSES OR OTHER MALICIOUS COMPUTER CODE AFFECTING THE OPERATION OF THE APIS OR THE SITE.

6. Suspension and Termination of Electronic Access:

The parties agree as follows:

- a. Upon termination of Client's Services Agreement(s), these T&Cs, including for clarity Client's right to Electronic Access, will automatically terminate with respect to each applicable Site, API, and/or Messaging Service.
- b. Unless expressly agreed otherwise in writing by BNY Mellon, upon termination of Electronic Access, Client shall return or destroy all BNY Mellon Confidential Information that is in Client's possession or under Client's control, and all secure identification devices, provided, however, that Client may retain such information, subject to obligations of confidentiality, for customary backup, audit and recordkeeping purposes. Upon request, Client shall provide to BNY Mellon written certification by an officer confirming compliance with the requirements herein.
- c. BNY Mellon may suspend Electronic Access to any API, Messaging Service, or Site in the event of (i) Client's breach of this Agreement or a violation of the restrictions and requirements posted on the Data Terms Web Site that is not cured within five (5) business days of BNY Mellon's notice to Client or such other period as the parties may agree in writing (including by email), (ii) a security risk or other threat to BNY Mellon, the Sites, APIs, Messaging Services, or other BNY Mellon clients' access or use of same, or (iii) Licensor prohibiting BNY Mellon from permitting Client or Users to have access to its Licensed Information. In the event of such suspension, BNY Mellon will use commercially reasonable efforts to promptly notify Client including via posting on Site(s).

7. Indemnification:

Client will indemnify, defend, and hold harmless BNY Mellon Indemnified Parties from and against all Losses resulting from a claim by a third party that arises out of any person obtaining Electronic Access through Client, Users or Client's third parties or through use of Site Credentials or API Credentials, whether or not Client or a User authorized such access, except to the extent that any such Losses resulted from the fraud, gross negligence, or willful misconduct of a BNY Mellon Indemnified

Party, as applicable. Client's indemnity provided herein is in addition to any indemnity and other remedies contained in any Services Agreements and will not supersede or be superseded by such Services Agreements, except to the extent specifically set forth in such Services Agreements and expressly stating an intent to modify these T&Cs. Client will defend, indemnify, and hold harmless BNY Mellon Indemnified Parties from and against any Losses, based on a claim by a third party relating to, or arising in connection with any use of BDDS by Client, Users, or any of Client's third parties in a manner not authorized under a Services Agreement, these T&Cs, or the Terms of Use. In the event Client is not permitted by law to indemnify and hold harmless any BNY Mellon Indemnified Party for Losses, if a BNY Mellon Indemnified Party incurs Losses or is made a party to litigation, a BNY Mellon Indemnified Party shall be reimbursed by Client for any and all Losses occasioned thereby, except to the extent that any such Losses resulted from the fraud, gross negligence, or willful misconduct of such BNY Mellon Indemnified Party, as applicable.

Notwithstanding anything to the contrary in this Agreement, BNY Mellon or its designated Affiliate will defend Client and pay any amounts agreed to by BNY Mellon in a settlement and damages finally awarded by a court of competent jurisdiction, in any action or proceeding commenced by a third party against Client based on a claim that BDDS infringe such third party's patent, copyright, or trade secret. The foregoing obligations will not apply, however, to any claim or action arising from use of BDDS (i) in a manner not authorized under this Agreement or the Data Terms Web Site; or (ii) in combination with other software or services not supplied by BNY Mellon.

8. Choice of Law; Forum:

Unless otherwise agreed and specified herein, this Agreement is governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. Client expressly and irrevocably agrees that exclusive jurisdiction and venue for any claim or dispute with BNY Mellon, its employees, contractors, officers or directors or relating in any way to Client's use of BDDS resides in the state or federal courts in New York, New York. Client further irrevocably agrees and expressly and irrevocably consents to the exercise of personal jurisdiction in those courts over any action brought with respect to this Agreement. BNY Mellon and Client hereby waive the right of trial by jury in any action arising out of or related to the BNY Mellon or this Agreement.

9. Client Authority:

Client hereby represents and warrants to BNY Mellon that these T&Cs and the indemnity contained herein have been duly authorized, executed and delivered on Client's behalf, that Client has full authority to execute these T&Cs, both for the undersigned entities and for any affiliate with Electronic Access, and that the individual executing these T&Cs has the requisite authority to bind the undersigned entities and each such affiliate to these T&Cs, and that these T&Cs constitute Client's binding obligation enforceable in accordance with its terms.

,

on behalf of itself and any affiliates listed on Schedule A.

By: _____

Name: Derek France

Title: Mayor

Date: February 20, 2023

CONFIDENTIAL

[Redacted]

on behalf of itself and any affiliates listed on Schedule A.

By: _____

Name:

[Redacted]

Title:

[Redacted]

Date:

[Redacted]

Schedule A

Affiliates

Exhibit 1 Form of API Schedule**Schedule [] - Licensed APIs**

[fill in chart]

API Name (and Version # if applicable)	# of API calls/duration (if applicable)	Fee(s)	Duration of right and license to use API

API Support

BNY Mellon's scheduled maintenance window for the API Site is 12:01am-6:00am Sunday ET. BNY Mellon shall offer a help desk to respond to Client's inquiries concerning the use of the API Site Sunday 8:00 p.m. through Friday 8:00 p.m. Eastern Time, which Client may contact via email at NEXENAPISupport@bnymellon.com or via phone in the following regions: Americas - +855 284 9065 or +1 615 457 5589; Europe, Middle East, Africa - +44 20 7964 6161; Asia Pacific - +800 2265 6369 or +65 6432 0314, as may be updated by BNY Mellon from time to time.

Exhibit 2 Form of Messaging Schedule
Schedule [] - Licensed Messaging Services

[fill in chart]

Name of Messaging Service/Type of Message	Term of Messaging Service [insert date range]	Fee(s)



BNY MELLON

**ELECTRONIC COMMUNICATIONS:
CLIENT AUTHORIZATION & INDEMNIFICATION**

*Re: All currently existing and future Corporate Trust Transactions and accounts of the Client (as defined below) for which BNY Mellon serves as trustee, agent, account bank, custodian, or in a similar corporate trust capacity (collectively, the **"Corporate Trust Transactions"**).*

Town of Flower Mound (the **"Client"**) has executed an agreement (the **"BNYM Electronic Access Agreement"**) with The Bank of New York Mellon Corporation and/or its subsidiaries or joint ventures (**"BNY Mellon"**), which enables the Client and its Users (as defined in the BNYM Electronic Access Agreement) to use BNY Mellon's Electronic Access (**"Electronic Access"**) to access electronically certain BNY Mellon Sites (as defined in the BNYM Electronic Access Agreement) and products and services of BNY Mellon. The Client may utilize Electronic Access, SWIFT, and/or Secure File Transfer Protocol (**"SFTP"**) to deliver to BNY Mellon electronic instructions and directions for all activities, and all notices and documents, with respect to the Corporate Trust Transactions.

The Client and BNY Mellon hereby agree to the following terms (this **"Agreement"**):

1. The Client, as account holder, issuer or obligor with respect to each Corporate Trust Transaction, hereby authorizes and directs BNY Mellon, acting in the capacity set forth in the applicable agreement for each such Corporate Trust Transaction, to rely upon and comply with instructions and directions (whether signed or unsigned) relating to all activities in connection with each Corporate Trust Transaction (collectively, the **"Electronic Instructions and Directions"**), and to accept and rely upon all notices and documents delivered electronically (in addition to any other delivery method authorized under the applicable agreement for each such Corporate Trust Transaction) to BNY Mellon through Electronic Access, SWIFT, and/or SFTP (collectively, the **"Electronic Notices"**).

2. With respect to any Electronic Instructions and Directions and Electronic Notices received by BNY Mellon, BNY Mellon shall have no duty or obligation to verify or confirm (a) the identity of the person who, using Electronic Access, SWIFT, and/or SFTP, sent such Electronic Instructions and Directions or Electronic Notices on behalf of the Client or (b) that the person who sent such Electronic Instructions and Directions or Electronic Notices is, in fact, a person authorized to give or deliver instructions, directions, notices, or documents on behalf of Client, provided that such instruction, direction, notices, or documents come from or purport to come from an Authorized Transactional User (as defined in the BNYM Electronic Access Agreement). BNY Mellon shall have no liability for any losses, liabilities, damages, costs, expenses, claims, or judgments (including attorneys' fees and expenses) (collectively **"Losses"**) incurred or sustained by the Client or any other party in connection with or as a result of BNY Mellon's reliance upon or compliance with this Agreement and acceptance of, reliance upon or compliance with any Electronic Instructions and Directions or Electronic Notices. For the avoidance of doubt, any and all Losses resulting from Electronic Instructions and Directions or Electronic Notices will be the sole

responsibility of the Client except to the extent that such Losses result from the gross negligence, fraud, or willful misconduct of BNY Mellon. In addition, BNY Mellon and the Client shall not be responsible for any indirect, special, consequential, or punitive damages. The Client agrees: (i) to assume all risks arising out of the use of Electronic Access to submit Electronic Instructions and Directions to BNY Mellon, including without limitation the risk of BNY Mellon acting on unauthorized instructions and directions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions and directions to BNY Mellon and that there may be more secure methods of transmitting instructions and directions than the method(s) selected by the Client; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions and directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify BNY Mellon immediately upon learning of any compromise or unauthorized use of the security procedures.

3. The Client agrees to, and shall, pay and reimburse and be liable to BNY Mellon and each director, officer, and employee, and agent, delegate, or other appointee of BNY Mellon (BNY Mellon and each such other person being an **"Indemnified Party"**) on demand for, and, to the extent permitted by law, to indemnify and hold harmless each such Indemnified Party from and against, without limitation, any and all Losses incurred or suffered by an Indemnified Party in any way, directly or indirectly, arising out of, related to, or connected with the reliance upon or compliance with, by BNY Mellon or any other Indemnified Party, this Agreement and the acceptance of, reliance upon or compliance with, by BNY Mellon or any other Indemnified Party, any Electronic Instructions and Directions or Electronic Notices or the taking or not taking of action in accordance with or based upon this Agreement and any Electronic Instructions and Directions or Electronic Notices, including, without limitation, (i) any claim, cause of action, litigation, proceeding, action, or investigation (whether civil, criminal, or administrative and whether sounding in tort, contract, or otherwise and whether such Indemnified Party is a party to such litigation, proceeding, action, or investigation) in any way directly or indirectly arising out of, related to, or connected with, the taking, by BNY Mellon or any other Indemnified Party, of action in accordance with or based upon this Agreement and any Electronic Instructions and Directions or Electronic Notices and (ii) Losses resulting from, arising out of or in any manner connected with, directly or indirectly, (a) a determination that BNY Mellon or any other Indemnified Party breached its or their fiduciary duty under the applicable agreement governing a Corporate Trust Transaction as a result of relying upon and complying with this Agreement and the acceptance of, reliance upon or compliance with, any Electronic Instructions and Directions or Electronic Notices and (b) disputes between the parties, including, by way of example and not by way of limitation, the enforcement of this Agreement; provided, however, that the foregoing indemnity (the **"Indemnity"**) shall not be applicable to any Losses suffered or incurred by an Indemnified Party as a result of an Indemnified Party's gross negligence, fraud, or willful misconduct as determined by a judgment of a court that is binding on such Indemnified Party, is final and is not subject to review on appeal, it being understood that the reliance upon and compliance with this Agreement and the acceptance of, reliance upon or compliance with, any Electronic Instructions and Directions or Electronic Notices shall not constitute gross negligence, fraud, or willful misconduct. In the event Client is not permitted by law to indemnify and hold harmless BNY Mellon or any other Indemnified Party for Losses pursuant to this Section 3, if an Indemnified Party incurs Losses or is made a party to litigation pertaining to this Agreement, an Indemnified Party shall be reimbursed by Client for any and all Losses occasioned thereby if Client is notified in writing prior to the incurrence of such Losses, except to the extent that any Losses resulted from the fraud, gross negligence, or willful misconduct of such Indemnified Party, as applicable.

BNY Mellon will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused, directly or indirectly, by natural disasters, fire, acts of God, strikes or other labor disputes, work stoppages, acts of war or terrorism, general civil unrest, actual or threatened epidemics, disease, act of any government, governmental authority or police or military authority, declared or threatened state of emergency, legal constraint, the interruption, loss or malfunction of utilities or transportation, communications or computer systems, or any other similar events beyond its reasonable control. BNY Mellon will use commercially reasonable efforts to minimize the effect of any such events.

4. This Agreement is in addition to and supplements the BNYM Electronic Access Agreement and any agreement governing the Corporate Trust Transactions; and nothing contained herein (other than the right of the Client to use Electronic Access, SWIFT and/or SFTP as an additional method of delivery of Electronic Instructions and Directions or Electronic Notices) shall, or shall be deemed to, alter, modify, amend, or supersede, or be altered, modified, amended, or superseded by, any such agreement, whether executed prior to or after the execution and delivery of this Agreement. By way of illustration and not by way of limitation, (a) nothing contained herein shall, or shall be deemed to, alter, modify, amend, or supersede the rights and remedies of BNY Mellon as set forth in the BNYM Electronic Access Agreement and any agreement governing the Corporate Trust Transactions; and (b) the Indemnity contained herein is in addition to the indemnity, immunities, and rights of BNY Mellon in all of its capacities under such Corporate Trust Transactions.

5. The undersigned officers of each of the Client and BNY Mellon hereby represent and warrant that this Agreement and the Indemnity contained herein have been duly authorized, executed and delivered on its behalf and constitute their legal, valid, and binding obligations enforceable in accordance with their terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and (ii) general principles of equity; and hereby waive any defenses based upon the invalidity of such representations and warranties.

6. The Indemnity authorized herein shall be in addition to any other remedies, relief, or indemnification available to each Indemnified Party under this Agreement, at law or otherwise. The rights and remedies conferred hereunder shall be cumulative and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of additional rights or remedies or the subsequent exercise of such right or remedy. The indemnification provisions of this Agreement shall continue in full force and effect notwithstanding the termination of this Agreement.

7. Notices provided pursuant to this Agreement shall be delivered in person, or sent by overnight mail, in either case with a copy via pdf attachment to an e-mail, or by e-mail, to the following addresses:

To BNY Mellon:

Name:

Address:

E-mail:

To Client:

Name: Julie Taylor

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028
E-mail: julie.taylor@flower-mound.com

8. The Client and BNY Mellon each agrees that (i) the terms of this Agreement and the Indemnity contained herein will be governed by and construed in accordance with the substantive laws (and not the choice of law rules) of the State of New York, and (ii) all actions and proceedings relating to or arising from, directly or indirectly, this Agreement and the Indemnity contained herein may be brought in courts located within the State of New York and each of the undersigned parties hereby submits to personal jurisdiction of such courts for such actions or proceedings.

9. The person executing this Agreement on behalf of the Client represents and certifies that he/she possesses full power, capacity, and legal authority to bind the Client to this Agreement.

By _____
Name: Derek France
Title: Mayor

Date: February 20, 2023

THE BANK OF NEW YORK MELLON CORPORATION,
on behalf of itself, its subsidiaries, and its joint ventures,
(including The Bank of New York Mellon and
The Bank of New York Mellon Trust Company, N.A.)

CT USER SURVEY FORM

If you have any questions relating to completion of this form, please contact your Relationship Manager.

=====

For more information about how your personal information is processed, please see

<https://www.bnymellon.com/us/en/data-privacy.html>

=====

CLIENT DETAILS

Client / Company name:

Business type:

Full postal address:

BNYM Relationship Manager's name:

Primary Supervisor/Primary administrator name & contact number:

Alternate Supervisor/Alternate administrator name & contact number:

SECTION 1 ELECTRONIC ACCESS REQUIREMENTS

Please indicate which services you require:

Reference the descriptions in the Nexen Services for Corporate Trust Clients.

(A) NON-TRANSACTIONAL SERVICES

☐ Reporting (Custody cash, holdings, activity reports and real time screens, debt service reports)

(B) TRANSACTIONAL SERVICES (SUMMARY REQUIREMENTS)

☐ Instruction Capture Online (ICO) - security, cash, new issue settlements, rate fix notifications, SSI amendments

☐ ICO file upload - import a file for instruction processing

☐ Corporate actions – receive and respond to corporate events

SECTION 2 AUTHORISED USERS PROFILE

Please specify below the Authorised User names, and tick their access requirements. The first two Authorised Users below **MUST** be the “administrators”. (Before completing this section, see explanatory notes on the last page which explain the role of a “supervisor” and “administrator”.) Authorised Third Parties should not be included in here as an Authorised Third Party will complete their own Electronic Access Terms unless the person is to fall under the Client’s Electronic Access Terms. Attach an additional sheet if there is insufficient space to include all Authorised Users.

Authorised User names	Access requirements for this Authorised User
<u>Primary Administrator / Supervisor</u> Name: Contact Number: Email: 	☐ <u>Reporting only</u> ☐ <u>ICO</u> ☐ View ☐ Input ☐ <u>CA</u> ☐ CA Admin ☐ CA User ☐ <u>Software token</u> ☐ <u>Hardware token</u>
<u>Primary Administrator / Supervisor</u> Name: Contact Number: Email: 	☐ <u>Reporting only</u> ☐ <u>ICO</u> ☐ View ☐ Input ☐ Authorize ☐ <u>CA</u> ☐ CA Admin ☐ CA User ☐ <u>Software token</u> ☐ <u>Hardware token</u>
<u>Alternate Administrator / Supervisor</u> Name: Contact Number: Email: 	☐ <u>Reporting only</u> ☐ <u>ICO</u> ☐ View ☐ Input ☐ <u>CA</u> ☐ CA Admin ☐ CA User ☐ <u>Software token</u> ☐ <u>Hardware token</u>
Name: Contact Number: Email: 	☐ <u>Reporting only</u> ☐ <u>ICO</u> ☐ View ☐ Input ☐ <u>CA</u> ☐ CA Admin ☐ CA User ☐ <u>Software token</u> ☐ <u>Hardware token</u>
Name: Contact Number: Email: 	☐ <u>Reporting only</u> ☐ <u>ICO</u> ☐ View ☐ Input ☐ <u>CA</u> ☐ CA Admin ☐ CA User ☐ <u>Software token</u> ☐ <u>Hardware token</u>

Name: Contact Number: Email: 	☐ Reporting only ☐ ICO ☐ View ☐ Input ☐ CA ☐ CA Admin ☐ CA User ☐ Software token ☐ Hardware token
Name: Contact Number: Email: 	☐ Reporting only ☐ ICO ☐ View ☐ Input ☐ CA ☐ CA Admin ☐ CA User ☐ Software token ☐ Hardware token
Name: Contact Number: Email: 	☐ Reporting only ☐ ICO ☐ View ☐ Input ☐ CA ☐ CA Admin ☐ CA User ☐ Software token ☐ Hardware token
Name: Contact Number: Email: 	☐ Reporting only ☐ ICO ☐ View ☐ Input ☐ CA ☐ CA Admin ☐ CA User ☐ Software token ☐ Hardware token
Name: Contact Number: Email: 	☐ Reporting only ☐ ICO ☐ View ☐ Input ☐ CA ☐ CA Admin ☐ CA User ☐ Software token ☐ Hardware token
Name: Contact Number: Email: 	☐ Reporting only ☐ ICO ☐ View ☐ Input ☐ CA ☐ CA Admin ☐ CA User ☐ Software token ☐ Hardware token

SECTION 3
TRANSACTIONAL SERVICES (FURTHER REQUIREMENTS)

For the functions specified below please indicate the level of authorisation required. You can also specify a high value limit and base currency (*the high value limit will require an additional level of approval for cash movements above the limit*).

Functions	Auto*	Single**	Dual***	High value limit and base currency
Cash Instructions				
Payments**** - Send payments from BNY Mellon custodied accounts to beneficiaries (MT103 or MT 202)	☐	☐	☐	
Pre-advice – used as an advance notice to the account servicing institution that it will receive funds to be credited to the Sender's account (MT210)	☐	☐	☐	
Book transfer – cash transfer between BNYM accounts	☐	☐	☐	
Capital Call - cash payment instruction with a security and relate to payments on private equity invested through Limited Partnerships	☐	☐	☐	
Security Instructions				
Security Delivery Free - Delivery of financial instruments free of payment	☐	☐	☐	
Other Security trade – purchase, sale, receive free, turnaround, repos	☐	☐	☐	
Account swing - used to transfer an asset from one account to another within the same market	☐	☐	☐	N/A
Security Payment Order (SPO) - allow DTC participants to make money payments through DTC when these payments are in connection with, but not the direct result of, securities transactions in DTC	☐	☐	☐	
DTC Affirm - affirm a single confirm instruction or multiple confirm instructions	N/A	☐	☐	N/A
Foreign Exchange Instructions				
FX execute - Execute a foreign exchange purchase or sell transaction.	☐	☐	☐	N/A
FX 3rd Party - settle a foreign exchange transaction that has already been executed with a third party.	☐	☐	☐	
Corporate Trust Instructions				
Corporate actions – call options, early redemption, mark up, renunciation, repurchase	☐	☐	☐	N/A
Rate fix notification - provide new or amended details, or to cancel previously sent details, on interest payments.	☐	☐	☐	N/A
New issue settlement - used to advise of the new Medium Term Notes and Euro Commercial Paper (ECP) that you may be issuing.	☐	☐	☐	N/A
SSI amendment - inform BNY Mellon of any changes to your Standard Settlement Instructions (SSI).	☐	☐	☐	N/A
Other				
Lockable templates - restricts data entry on fields during the creation or modification of a Security instruction using the template	☐	☐	☐	N/A
Unformatted - provide instructions via documents that are loaded into Instruction Capture so that the use of fax and email may be reduced or eliminated.	☐	☐	☐	N/A

* **Auto** - All trades will automatically be approved without any other person releasing the trade and transmitted to BNYM – 2 eye principle. (See “Reliance” in the Terms for more information) ****Single** - All trades will require one other person with authority to release trades before submitting to BNYM. *** **Dual** - All trades will require two people with authority to release trades before submitting to BNYM **** **Payments** - See “Reliance” in the EATC for more information

EXPLANATORY NOTES

[Back to Section 2](#)

Designated Authorised User:	A designated Authorised User(s) under the Terms is an Authorised User who is a supervisor or administrator. Designated Authorised User(s) have higher levels of authority under the Terms and in respect of Electronic Access. They have the ability to act as the delegated administrator and provision other users’ rights. Alternate Security Administrator can be assigned to also be the delegated admin on the account.
Reports User:	View Cash and Custody Reports, Statements, Corporate Actions - no ability to action on Corporate Actions or submit value bearing instructions
ICO View Only: action	View submitted instructions via Instructions Capture Online (ICO) - no ability to action
ICO Input Only:	Submit value bearing instructions based on client or individual level setup
ICO Authorize Only:	Authorize value bearing instructions submitted by Input User
ICO Input and Authorize:	Input and/or Authorize value bearing instructions
CA Admin:	Delegate which client users can respond to Corporate Actions elections
CA User:	Respond and/or Authorize Corporate Action elections
Software Token: processing	Mobile phone app used to authenticate the user and required for instructions processing
Hardware Token: processing	Physical device used to authenticate the user and required for instructions processing

NEXEN Services for Corporate Trust Clients

[Back to Section 1](#)

Gateway Reporting Services

- **Enterprise Reporting System (ERS)** - Access cash, custody, loan* and debt service* reports. Save, schedule, distribute (email or FTP) and share reports. Interactive and report writer capabilities.
- **SWIFT and FTP*** - Receive Enterprise Reports via FTP and access suite of SWIFT messaging capabilities for reporting
- **Real Time Cash, Positions and Activity** – View cash balances in real time, receive cash projections and view prior days' balances. Receive real time security positions and transactions. Easily access pending and failing trades, projected income and settlement activity. Drill down, search, export and print.
- **Corporate Actions View only** - A centralized view of all Income and Corporate Action notifications, responses and payments. View Mandatory, Voluntary, Unsolicited and FYI notifications. Research historical information.
- **Standing Instructions** - Settlement instructions and opened markets for securities
- **NetInfo Global News and Market Profiles** - Provides timely receipt of market news. Market profiles provides Securities Market Reports, Fact Sheets, Sub-custodian Profiles, Account opening standards, etc.
- **Global Tax Rate Lookup** - Provides users Tax Withholding, Reclaim and Expense rates for investments globally
- **Delegated Administration** - Ability to self-administer services to entitled users and reset user IDs
- **Broadcast** – Receive broadcasted messages at the enterprise level, as well as specific to a line of business
- **Resources** – User Guides, Tax Documentation Package, daily and historical rates, custody SLAs, FX policies, Class Actions Terms and Conditions, daily rates
- **Audited Accounting Reporting*** – receive audited daily or monthly accounting statements, cost reporting, statement of Net Assets, Statement of Change in Net Assets, etc.
- **Document Library*** – Ability to upload and share files with internal and external entitled users and receive alerts on uploaded documents

Gateway Reporting Services

- **Cash and Custody APIs*** - seamlessly integrate client systems with BNYM's custody systems to obtain real time cash balances, positions and activity
- **LoanArc*** – online enhanced delivery of loan positions and compliance data
- **Investor Reporting*** - Ability for Investors to access their reports through a secure website
- **Loan Compliance and Administration APIs*** - Receive enhanced delivery of loan positions and compliance data via a seamless system to system integration

Gateway Transactional Services

- **Trade (security and cash) Instructions via Instruction Capture** - Create, view, modify, authorize and release wires/trades/instructions/FXs to the BNY Mellon processing systems electronically. Create instruction templates. Eliminate callbacks. Customize level or type of authorization. Upload instructions via File Transfer
- **Instructions APIs** - Submit, modify and communicate instructions to BNY Mellon directly from your applications, including cash, securities, foreign exchange, non-discretionary loan and mutual fund transactions.
- **SWIFT and FTP** - Create, view, modify, authorize and release wires/trades/instructions to the BNY Mellon processing systems via FTP. Access suite of SWIFT messaging capabilities for instructions.
- **Alerts** – subscribe to receive email notifications on trade instructions
- **Corporate Actions Respond** - View, Respond and Authorize Mandatory, Voluntary, Unsolicited and FYI notifications. Research historical information.

Transactional service require a secure token and may require additional legal documentation

Re: Authorization for a Third Party to
Receive Electronic Access (Viewing Only)

Dear Ladies and Gentlemen:

This authorization letter relates to that certain Electronic Delivery Terms and Conditions executed by [] (the “**Client**”) on [] 20[] (the “**EDTC**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the EDTC.

The Client hereby designates [] as a User pursuant to Section 3(a) of the EDTC, and directs BNY Mellon to provide such third-party User with Electronic Access (viewing only) with respect to all Client accounts established in connection with the Service Agreements, whether such accounts are created prior to, or subsequent to, the date of this authorization (the “**Accounts**”), unless this authorization applies only to the specific Accounts designated below:

Authorized User Name	Third-Party User Firm	E-Mail Address

Account Title	Account Number

The terms of this authorization (i) supersede any previous authorization that the Client has issued to BNY Mellon in relation to such User’s use of Electronic Access, and (ii) shall remain in effect until the Client notifies BNY Mellon in writing that such authorization is to be revoked, provided that such notification of revocation will be effective on the business day immediately succeeding the business day on which BNY Mellon receives such notification.

The Client hereby represents and warrants to BNY Mellon that (i) this authorization has been duly authorized, executed and delivered by the Client, (ii) the undersigned has full authority to execute this authorization on behalf of the Client, (iii) this authorization constitutes the binding obligation of the Client enforceable in accordance with its terms, and (iv) it fully understands and accepts the risks inherent in providing Electronic Access to a third party for the purposes described herein.

Respectfully,

[]

By _____

Name: []

Title: []



BNY MELLON

NEXENSM

Reference Guide



NEXEN Reference Guide

BNY Mellon NEXENSM portal is a digital platform that brings together solutions, services and data in one cohesive, powerful experience, which allows us to create a more connected investing ecosystem.

If you are accessing the platform through Single Sign-On, rather than entering your User ID and Password through the platform URL, the sections in this guide related to login operations, password maintenance, and user profile management are not applicable.

Login

Access our NEXEN digital platform at: <https://nexen.bnymellon.com>

Use your existing User ID and Password.

BNY MELLON | NEXENSM

User ID
EnterUserID

Password
.....

Sign In

[Forgot Password](#)

[NEXEN Support](#)

BNY Mellon Press Releases

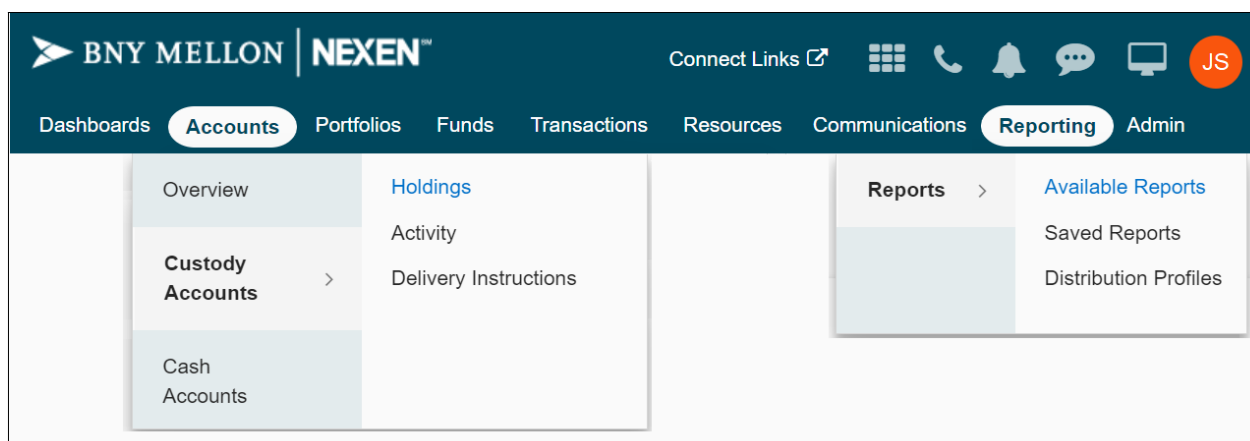
18 MAY, 2020	14 MAY, 2020	12 MAY, 2020
Median Total Master Trust Return Negative in Q1 2020 According to BNY Mellon U.S...	BNY Mellon to Speak at the Bernstein Annual Strategic Decisions Conference	BNY Mellon Announces Pricing of Public Offering of \$1 Billion of Depositary ...
The BNY Mellon U.S. Master Trust Universe returned a median -10.9% in the first quarter of 2020, reversing the trend of positive quarterly performance throughout 2019.	Thomas P. Gibbons, Chief Executive Officer, will speak at the Bernstein Annual Strategic Decisions Conference, held virtually, at 8:00 a.m.	NEW YORK, May 12, 2020 /PRNewswire/ BNY Mellon (NYSE: BK) today announced that it priced an underwritten public offering of 1,000,000 depositary shares.
Read More >	Read More >	Read More >

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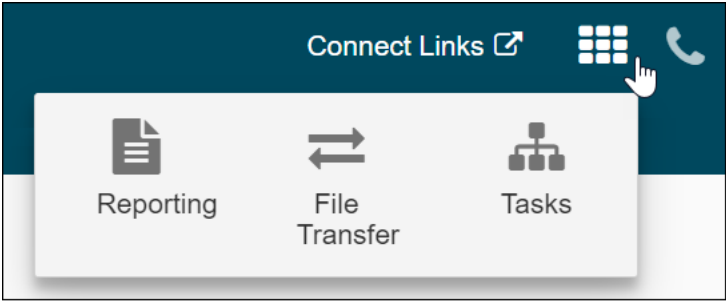
Access Custody Services

Access custody services from Service menus on the teal navigation bar. Move the mouse over the bar to view drop-down menus for each service. An example is shown on the following page:



Managing and Monitoring Tools

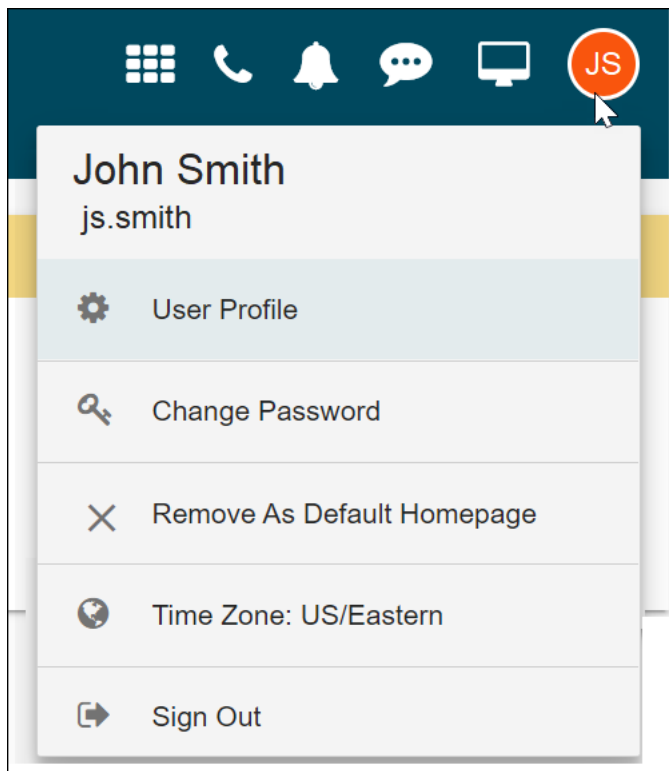
NEXEN features a host of helpful managing and monitoring tools that run along the top pane of the site.

	Support – Whether you need to call, email, or chat online, click the phone icon for support. A Support window appears with our hours of operation, email support links, Live Chat connection, and global customer support phone numbers.
	Feedback – This icon opens a Feedback form. Select a NEXEN topic from a drop-down list and enter your comments about that topic. Your feedback helps us to know what we are doing right, and alerts us to areas where we can make improvements. We value your opinions!
	System Status – Click this icon to keep informed about planned maintenance and active outages for the following applications: Reporting, Instructions, File Transfer, Alerts, and Corporate Actions. A “View Details” link opens a System Status page with details about service interruptions or unavailable services.
	Alerts – When you subscribe to an Alert, you and your desired recipients receive email alerts or text messages of transactions initiated on your accounts, cash balances, or of file transfer or document library uploads. The bell icon indicates the number of alerts you have received and remain unread.
	Tools Menu – Access a menu of ancillary products and services from the Tools icon. 

User Profile

Updating and selecting the appropriate user profile settings is an important first step for any user. It is within the user profile settings where you can choose how to see certain features in the system, define security questions for forgotten passwords, and select desired country and language settings for reporting purposes.

To change the default settings with your own preferences, click on your picture icon in the top corner of the action bar to access the **User Profile** screen.



The settings provided in the User Profile are grouped on four tabs, as described below:

- **Profile** – The Profile tab contains basic information about you, like your name, email address, and assigned User Group. On this tab, you can also elect to enter a PIN and Token at login.
- **Regional** - The Regional settings allow you to set preferences for the display of time formats (e.g., h:mm:ss) and the preferred time zone; the page display language of English or Deutsch; dates and date separators; as well as negative numbers, the display of leading zeros, and the decimal/grouping format (internationalization).
- **Security Questions** – Answer five (5) Security Questions that will be used in the event that you have forgotten your password. These questions will allow us to validate who you are and reset your password via the Forgotten Password Service present at login.
- **Reporting** – From the Reporting settings, select the preferred company Logo, Language, and Microsoft® Excel output file format for your reports in NEXEN Reporting.

After you decide on the suitable configuration of settings, and click the **Save** button, the settings are saved under your User ID, and will be used for each successive login.

Services

Custody Accounts

Track the status of trades, positions and securities processed for your accounts. View real-time traded and settled positions. Examine detailed status of trades or holdings.

Holdings Inquiry as of: 09/Sep/20 3:06:34 PM EDT

Filters: Account: 11 Account(s) Selected Asset Type: ALL Locations: ALL Position Status: ALL From Date: 09-Sep-2020

Account	Account Name	ISIN	Security Name	Asset Category	Asset Type	Reg	Posted Units
☐	123477	XYZ ACCOUNT G	XS0188590847	WHISTLEJACKET CAPI 0.00	DEBT	INT BEARING CORP DEBT	YEL1 4000000
☐	123599	XYZ ACCOUNT J	GB0031698896	WILLIAM HILL PLC GBP 0.10	EQUITIES	COMMON	CRE1 1000
☐	123612	XYZ ACCOUNT W	XS1929376710	ECUADOR GOVERNMENT IN 10.7	DEBT	OTH INT BEARING SOVER ...	YASA 20000
☐	123772	XYZ ACCOUNT H	HK0716002271	SINGAMAS CONTAINER HOLDIN...	EQUITIES	COMMON	YHK8 232800
☐	123772	XYZ ACCOUNT H	AU000000SHL7	SONIC HEALTHCARE LTD NPV	EQUITIES	COMMON	YASA 200
☐	234102	XYZ ACCOUNT B	BE0003764785	ACKERMANS + VAN HAAREN	EQUITIES	UNITS	ECB8 600
☒	234114	XYZ ACCOUNT L	MXP8632Y1565	GRUPO SIDEK SA DE CV NPV	EQUITIES	COMMON	YMXA 174
☐	234175	XYZ ACCOUNT C	XS1072402925	NAN FUNG TREASURY LTD 4.875	DEBT	INT BEARING CORP DEBT	CRE1 4845
☐	234175	XYZ ACCOUNT C	XS1237348070	INDUSTRIAL + COMMERCIAL 2.625	DEBT	INT BEARING CORP DEBT	YSEX 146201
☒	234321	XYZ ACCOUNT A	KYG8167W1380	SINO BIOPHARMACEUTICAL	EQUITIES	COMMON	YHK8 12750
☐	234444	XYZ ACCOUNT F	MXP8632Y1565	GRUPO SIDEK SA DE CV NPV	EQUITIES	COMMON	YMXA 28600

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Cash Accounts

Monitor real time cash activity and make 'what if' adjustment entries. View opening balances and projected closing balances.

Cash Accounts as of: 08/Sep/20 1:12:06 PM EDT

Summary Detail

Filters: Accounts: ALL Currency: All(1695) View By: Status Date Range: Real Time Today Cash Available: All Balances Accounts With Activity: true Add STIF Balance: true

Search EUR 10

Account Number	Account Name	Currency/Branch	Current Cash Balance	Adjusted Balance after Failed	Projected End of Day Close	Adjustments	Adjusted Balance	Action
XYZ9268400	CLIENT ACCOUNT E	EUR 10	1,675,846.15	3,835,670.27	1,675,846.15	(5,000.00)	1,670,846.15	Manage
XYZ9278400	CLIENT ACCOUNT W	EUR 10	8,466.15	221,083.95	8,466.15	0.00	8,466.15	Manage
XYZ9858400	CLIENT ACCOUNT A	EUR 10	11,816.89	16,816.89	11,816.89	0.00	11,816.89	Manage
XYZ1648400	CLIENT ACCOUNT G	EUR 10	6,006.46	1,091,582.78	6,006.46	0.00	6,006.46	Manage
XYZ2848400	CLIENT ACCOUNT B	EUR 10	2,641,041.13	2,653,817.15	2,641,317.15	12,000.00	2,653,317.15	Manage
XYZ2868400	CLIENT ACCOUNT N	EUR 10	1,893,205.50	2,244,530.84	2,083,542.61	0.00	2,083,542.61	Manage
XYZ6828400	CLIENT ACCOUNT V	EUR 10	224,693.82	401,059.20	203,652.08	0.00	203,652.08	Manage
XYZ7168400	CLIENT ACCOUNT P	EUR 10	277,149.75	491,167.04	663,813.59	0.00	663,813.59	Manage
Total		EUR 10	307,824,509.62	9,773,970,126.10	5,875,202,789.11	19,000.00	5,875,221,789.11	Manage

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Corporate Actions

Track, manage and respond to corporate events, such as tender offers, conversions, mergers, exchanges, maturities, called bonds, rights, warrants, bankruptcies and stock splits for Global Securities Processing (GSP), Custody Management System (CMS), and Straight Through Accounting and Recordkeeping (STAR) accounts.

Corporate Actions and Income

View
Corporate Actions Events Only

UNSOLICITED RESPONSE

Filters

As of : 19/Jan/21 3:23:33 PM EST

Filters: Account : All Time Period : 2020-12-11 to 2021-02-16 Action Class : All Event Type : All Local Currency : All Asset Category : All Asset Type : All Market : All Event Indicator : All Notification Status : All Show New and Updated Events only : Unc... Event Viewed : All Hide Accounts with Standing Instructio... Hide events with eligible balance of z... Convertible Flag : Unchecked Response Accounts Only : Unchecked Key Date :

< Collapse

All 300

New 72

Updated 30

Response Required 97

Upcoming Payments 46

Authorization Required 55

History

View Responses

Custody Payments

Shareholders Identification...

Security Name	Event Type	Response Status	Indicators
Action	Security Name	Event Type	Response Status
Actions	MYERS INDS INC NPV	OPTIONAL DIVIDEND	CONFIRMED
Actions	SUN HUNG KAI PROPERTIES ...	MERGER	RESPONSE REQUIRED SI R N
Actions	FORD MTR CO DEL USD 0.01	TENDER OFFER/TAKE OVER	PARTIALLY RESPONDED D
Actions	CDS OIL + GAS GROU WTS	WARRANTS EXERCISE	Expired deadline R
View	HOME DEPOT INC USD 0.05	TENDER OFFER/TAKE OVER	PENDING CONFIRMATION
Actions	CENTRAL PETROLEUM LTD	Dividend Reinvestment (DRIP) C	PENDING AUTH SI
Actions	LOWES COS INC USD 0.5	REPURCHASE OFFER	PENDING AUTH R AD
Actions	RIVERNORTH COM USD0.00...	CASH DISTRIBUTIONS	RESPONSE REQUIRED SI
Actions	GREAT ELM CAP CORP USD ...	OPTIONAL DIVIDEND	RESPONSE REQUIRED N
Actions	CENTRAL PETROLEUM LTD	Dividend Reinvestment (DRI...	PENDING AUTH SI

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Reports

Run and view reports and schedule reports to be delivered when data is available from multiple BNY Mellon lines of business.

Reports

Available & Saved View & Edit 5

Available Reports Saved Reports

Filters

Report Value

Favorites Recently Viewed All

Folder Tags 1

Cash and Custody

Filtering the screen by Folder Tags allows you to see multiple folders of reports at the same time. The default is to display all reports. Select a tag or tags to display the reports under those specific folder tags. Your selections are saved.

Apply Reset

Report Name	Folder Tags (all)	Type	Last Used	Help	Favorite	Report ID
Accrued Interest	Cash and Custody (GSP),Cash	Interactive, Tabular	29/Apr/20	Help	★	ICAS0023
All Asset Classes	Global Risk Solutions,Performance	Interactive, Tabular and PDF	16/May/19		☆	RAM503
Asset Backed Holdings	Cash and Custody (GSP),Positions	Interactive, Tabular and PDF	26/Oct/20	Help	★	ICUS0025
Asset Backed Payments	Cash and Custody (GSP),Transactions	Interactive, Tabular and PDF		Help	☆	ICUS0026
Interactive Analytics Report	Global Risk Solutions,Analytics	Interactive		Help	★	IPMS0590
Interactive Performance Report	Global Risk Solutions,Performance	Interactive		Help	★	IPMS0590
Manager At A Glance	Global Risk Solutions,Analytics	Tabular and PDF	04/Mar/19	Help	★	ICAS0023
Outsourcing STAR Report	Corporate Actions Middle Office	Interactive, Report Writer Table	15/Sep/20	Help	☆	RAM503

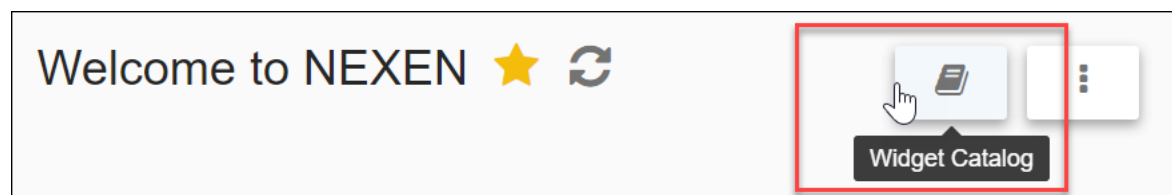
Features

The following features are available to you within NEXEN today (we will expand this list as our ecosystem grows).

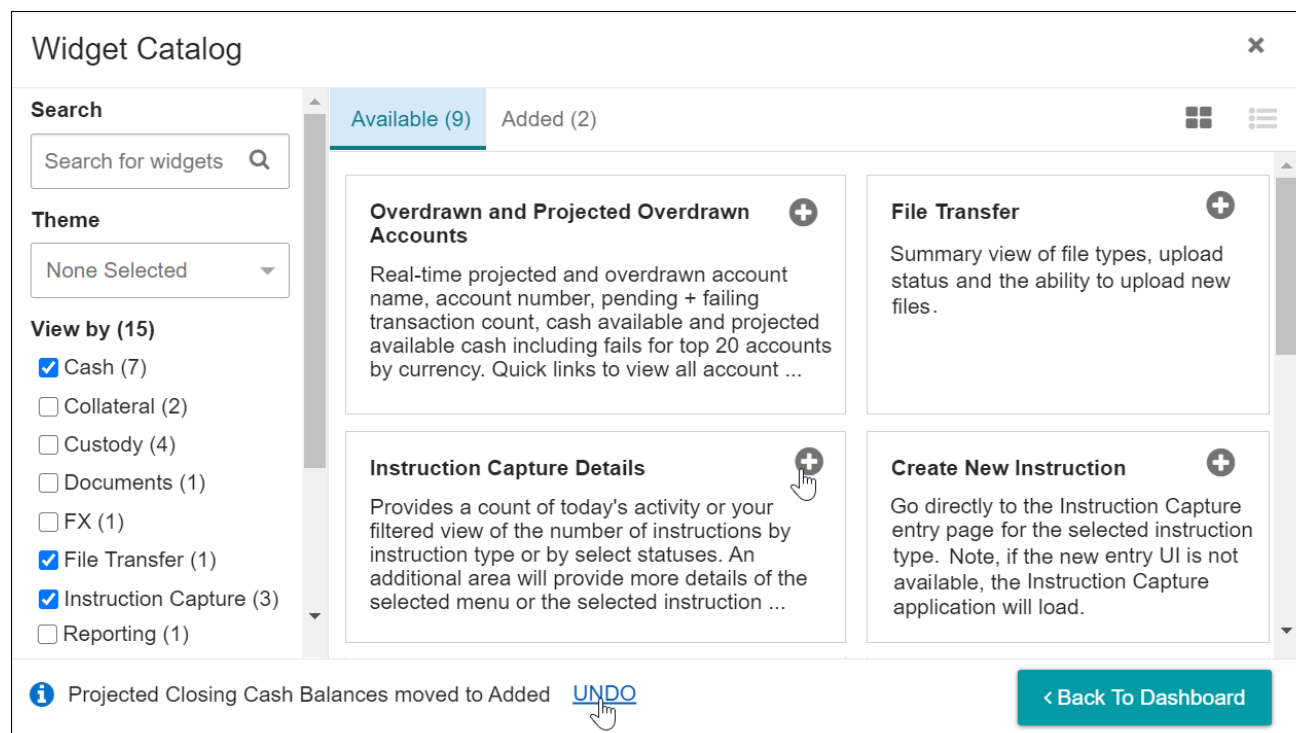
Main Menu	Sub Menu	Service
Dashboard	Create Dashboard	Customize your homepage with dashboards for quick access to the services you use most often.
Accounts	Custody	Holdings—real time position inquiry
		Activity—real time transaction inquiry
		Delivery Instructions—list of standing instructions
	Cash	Summary—real time cash balance inquiry
Transactions	Instructions	Enter and authorize Security, FX, Cash, Corporate Trust, Non-Discretionary Loan, and Mutual Fund instructions.
	Corporate Actions	Track and manage Corporate Action events.
Resources	Reference	Reference—FX policy, trading and tax reference materials
	Market Profiles	Get NetInfo news, subscribe to NetInfo emails, and access comprehensive information on the global markets.
	Research	Global Tax Rate Lookup
	User Help	User Guides & Quick Reference Guides
	Tools	File Transfer—upload instructions or documents
Communications	Messaging	Alerts—subscribe, distribute
		Broadcasts—read important messages about your accounts and services.
Reports	Reporting	Available Reports, Saved Reports, Distribution Profiles

Dashboard Widgets

Customize your Dashboards home page with widgets, which are shortcuts to the services you most frequently use.



On your initial login, two *default* widgets on your Dashboard get you started, including a Broadcast widget to view important announcements. Click on the “[Widget Catalog](#)” button on the Dashboards screen to add additional widgets. To add a widget, click on the circled plus (+) sign on the desired widget and then click the “Back to Dashboard” button.



Two widget *examples* are shown below:

Reports Widget

View recent, favorite and saved reports. Click on the Action link and a drop-down menu enables you to open, run, run and distribute, and/or edit the parameters of the report/folder.

Reports

Recent Output

Favorites

Name	Action	Status	Created By	Last Output
Corporate Actions Notification and Response	Action	Success	John Smith	05/Nov/20 8:37:02 AM
Cash Inquiry	Action	Success	John Smith	05/Nov/20 8:36:13 AM
Management Reports	Open		in Smith	05/Nov/20 8:35:22 AM
Daily Accounting Reports	Run		in Smith	05/Nov/20 7:05:38 AM
Cash Inquiry	Run and Distribute		in Smith	05/Nov/20 7:04:09 AM
Accrued Interest	Edit Parameters		in Smith	05/Nov/20 7:03:54 AM
Currency and Country Exposure	Action	Success	Sue Robertson	05/Nov/20 7:03:53 AM
Focus Group Reports	Action	Success	John Smith	05/Nov/20 7:03:54 AM

View All

Instruction Capture Widget

View, enter, and authorize instructions from any device with Instruction Capture Quick View widget.

Instruction Capture Quick View

User Group: ABC FOCUS GROUP

Create New Instruction

Pending Authorization

Cash - Book Transfer

28

Cash - Capital Call

80

Cash - Payment

41

Cash - Pre-Advice

23

Corp Trust - New Issue Settlement

11

Corp Trust - Call Option

59

View All

NEXEN Support

Hours of Operation: Sunday 8:00 p.m. through Friday 8:00 p.m. (Eastern Time)

Americas

(855) 284-9065 (toll free)

+1 615-457-5589

Europe, Middle East, Africa

United Kingdom +44 (0) 20 7964 6161

The Netherlands +31 (0) 76 760 2333

Germany +49 (0) 69 12014-2014

Asia Pacific

+800 2265 6369 (toll free)

+65 6432 0314

Email: support@bnymellon.com

Canada

(888) 439-2457 (toll free)

1-416-643-5360

Email: support@cibcmellon.com

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TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: February 20, 2023
FROM: Bryn Meredith, Town Attorney, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P
ITEM: **Consider for approval of a resolution authorizing the Mayor to execute global opioid settlement documents relating to the Allergan, Walmart, CVS, and Walgreens settlements and authorizing the Town Manager to transmit those documents to the Attorney General and providing for an effective date.**

BACKGROUND: The State of Texas has negotiated settlement agreements with Allergan, Walmart, CVS, and Walgreens resolving potential litigation between those entities and Texas and its subdivisions. In order for the Town to be a recipient of the opioid settlement funds, the Town must execute settlement documents and transmit those documents to the Attorney General.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: The Town is estimated to receive about \$1,300,000 from this settlement, though that number is subject to change.

Proposed Expenditure/(Revenue)
(\$1,300,000)

Account Number(s):

LEGAL REVIEW: Bessie Bronstein of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Opioid Settlement Resolution with exhibits

DRAFT MOTION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE ALLERGAN, WALMART, CVS, AND WALGREENS AND AUTHORIZING THE TOWN MANAGER TO TRANSMIT THOSE DOCUMENTS TO THE ATTORNEY GENERAL AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the "Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas; and,

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

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

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

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

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

SECTION 1.

The Town Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the Town. The Town Council supports in its entirety and hereby reaffirms the previously adopted allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet, attached hereto as Exhibit A. The Town Council understands that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined in Exhibit A. The Town Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under the Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this Town and throughout Texas.

SECTION 2.

The Town Council hereby authorizes the Mayor to execute on the Town's behalf the Subdivision Settlement Participation Forms as related to settlements with Allergan, Walmart, CVS, and Walgreens attached hereto as Exhibit B.

SECTION 3.

Upon execution of the Subdivision Settlement Participation Forms, the Town Manager is authorized to send executed copies, along with this Resolution (including Exhibit A), to the Office of the Attorney General, as required for participation in these settlements.

SECTION 4.

This Resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, ON THIS ____ DAY OF _____, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A
TEXAS TERM SHEET

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

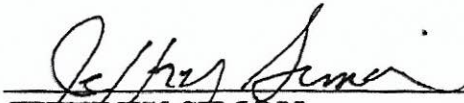


KENNETH PAXTON, JR.
ATTORNEY GENERAL

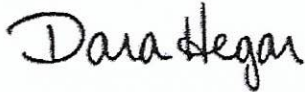
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



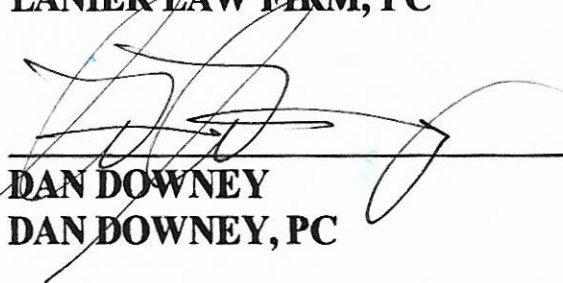
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. *Statewide Members.*

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

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

2. *Regional Members.*

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

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

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

B. Terms

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

C. Governance

1. Administration

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

EXHIBIT B

SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT K
Subdivision and Special District Settlement Participation Form

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

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

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

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

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

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

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

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

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

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

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____





TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: February 20, 2023

FROM:

ITEM: Consider a request for a Minor Record Plat (MR22-0003 – Twin Cove Estates, Lot 20R, Block B) to create one lot for a private street. The property is generally located south of Wanda Lane and east of Shoreline Road. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.)

BACKGROUND:

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)

\$

Account Number(s):

100-XXX-XXXXX-XXXX

LEGAL REVIEW: (Name of Town Attorney), of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the (contract, agreement, ordinance, resolution, etc.) as to form and legality.

No alteration to the legal content of this (ordinance, resolution, etc) was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

The Town's standard (construction agreement, professional service agreement, etc) form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

None

DRAFT MOTION: Move to approve as presented in the agenda caption.

No action is required by the Town Council on this item.

Discuss and provide staff with direction.

Action will be considered following the second public hearing.



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: February 20, 2023

FROM: Claire Barnes, Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD22-0002 – Caldwell Court) from Agricultural District (A) to Planned Development District No. 193 (PD-193) with Single Family District-10 (SF-10) uses and with an exception to “Depth” pursuant to Section 90-272, Lot depth, lines, and frontage, of the Code of Ordinances and with certain other waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Morriss Road and north of Cortadera Street. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.)**

BACKGROUND: Summary Data -

- Size – Approx. 5.395 acres
- Proposed Zoning – PD for SF-10 (Single Family District-10, minimum 10,000 sf lots)
- Proposed Lots – 15 Buildable Lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions - Exception to “Depth” pursuant to Section 90-272, Lot depth, lines, and frontage, of the Code of Ordinances. There was an error in the P&Z staff report in listing which lots required this exception. Based on the proposed concept plan, this exception is needed for lots 9, 11, 13, 14, 15, 16, 17, and 18.
- Incentives – N/A
- This site was also identified in the Infill Site Inventory booklet Council discussed at the 2021 Strategic Planning Session
- [Planning & Zoning Commission Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

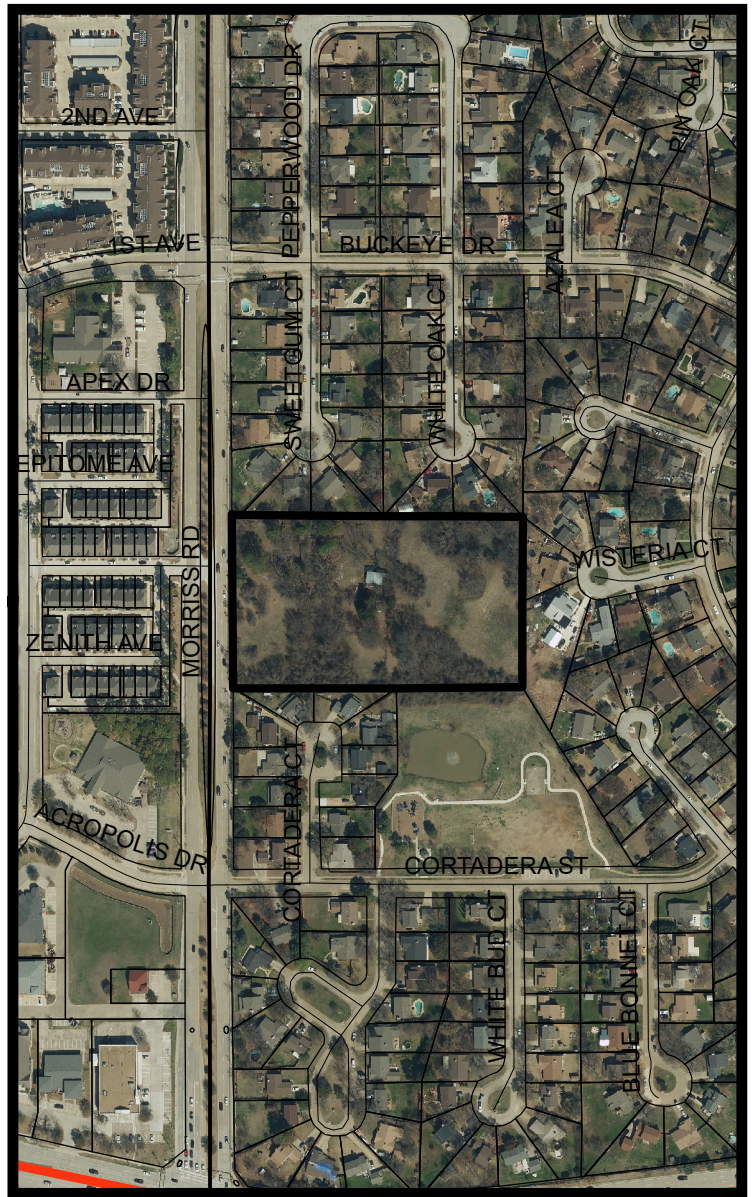
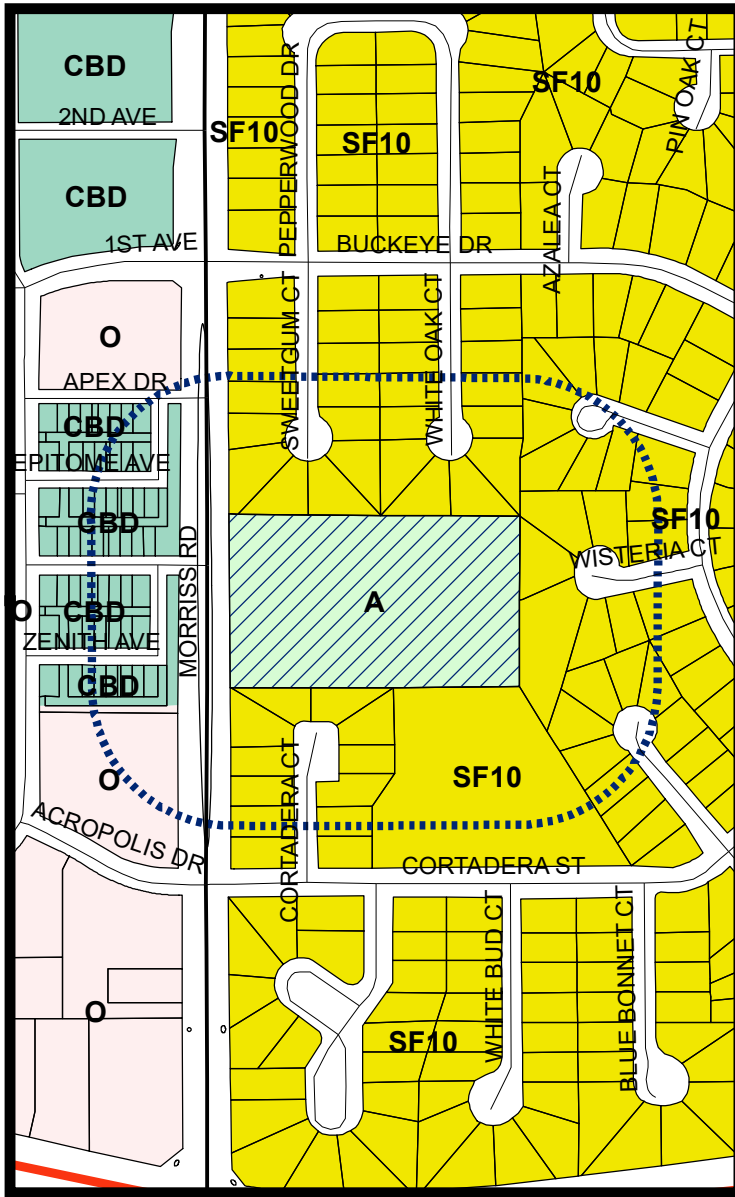
1. Vicinity and Aerial Maps
2. DRAFT Ordinance

3. DRAFT Ordinance Exhibits

DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: ZPD22-0002



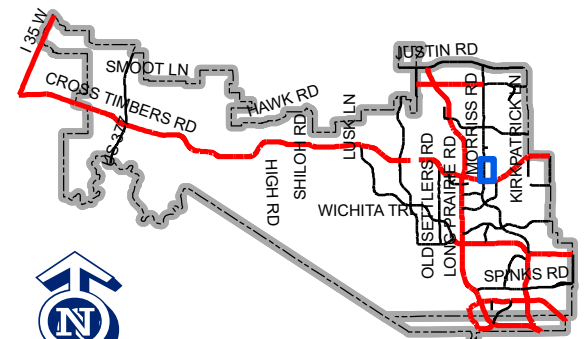
LEGEND

- Agriculture
- Central Business District
- Office
- Single Family 10

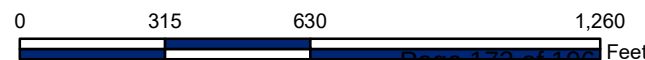
- Subject Property
- 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 5.395 ACRES OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NO. 391, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT TO PLANNED DEVELOPMENT DISTRICT-193 (PD-193) WITH SF-10 SINGLE FAMILY DISTRICT-10 USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 5.395 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Denton County, Texas (the "Property"), have filed an application to change the zoning from A Agricultural District uses to Planned Development District-193 (PD-193) with SF-10 Single-Family District-10 uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 13, 2023, and the Town Council of the Town held a public hearing on February 20, 2023, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the official Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described Property and area to establish a Planned Development District as shown below:

5.395 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Denton County, Texas, and more fully described in Exhibit "A1" and depicted in Exhibit "A2," attached hereto.

Planned Development District-193 (PD-193) with SF-10 Single Family District-10 uses.

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan of the proposed Planned Development District No. 193 (PD-193), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Development District No. 193 (PD-193).

SECTION 3

The official Zoning Map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 193 (PD-193), as set forth above.

SECTION 4

The use of the Property shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance, as adopted by the Town Council of the Town of Flower Mound, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 9

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF
FEBRUARY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A" – PROPERTY DESCRIPTION

Being a 5.395 acre tract or parcel of land situated in the Jesse Eads Survey, Abstract Number 391 in the Town of Flower Mound, Denton County, Texas and being a portion of a called 29.98 acre tract of land described in the deed to Caldwell Living Trust, recorded in Document Number 96-R0035820 of the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Southwest corner of Lot 9, Block 14 of Timber Creek Community Development Area Ten, an addition to the Town of Flower Mound, recorded in Cabinet B, Page 30 of the Plat Records of Denton County, Texas and being in the North line of Timber Creek Community Development Area Five an addition to the Town of Flower Mound, recorded in Cabinet K, Page 33 of the Plat Records of Denton County, Texas;

THENCE North 89°41'53" West, with the North line of said Timber Creek Community Development Area Five, a distance of 635.04 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set at the Northwest corner of Lot 367 of said Timber Creek Community Development Area Five and being in the East right-of-way of Morris Road;

THENCE North 00°18'16" West, with the East right-of-way of said Morris Road, a distance of 370.25 feet to a 1/2" iron rod found at the Southwest corner of Lot 8, Block 11 of said Timber Creek Community Development Area Ten; **THENCE** South 89°40'32" East, with the South line of Block 11 and Block 12 of said Timber Creek Community Development Area Ten, a distance of 634.97 feet to a 2" metal fence post found at the Southeast corner of said Block 12;

THENCE South 00°18'57" East, with the West line of said Block 14, a distance of 370.00 feet to the **POINT OF BEGINNING** and containing 5.395 acres of land more or less.

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J.T. STEWARD SURVEY,
ABSTRACT NO. 1161

MORRISS ROAD

N 04°46'30" E
927.78'

N 00°18'16" W
370.25'

LOT 9

LOT 8

LOT 7

LOT 6

LOT 9

LOT 8

LOT 7

LOT 6

BLOCK 11
TIMBER
CREEK
COMMUNITY
DEVELOPMENT
AREA TEN
CAB. B, PG.
30
P.R.D.C.T.

EXISTING ZONING: SF10
LAND USE: MEDIUM DENSITY RESIDENTIAL

S89°40'32"E 634.97'

BLOCK 12
TIMBER
CREEK
COMMUNITY
DEVELOPMENT
AREA TEN
CAB. B, PG.
30
P.R.D.C.T.

0 40 80

LOT 11

LOT 10

BLOCK 14
TIMBER
CREEK
COMMUNITY
DEVELOPMENT
AREA TEN
CAB. B, PG.
30
P.R.D.C.T.

LOT 9

LOT 6

J. EADS SURVEY,
ABSTRACT NO. 391

EXISTING ZONING: AGRICULTURAL
PROPOSED ZONING: PLANNED DEVELOPMENT

LAND USE: MEDIUM DENSITY RESIDENTIAL

5.395 ACRES
235,017 S.F.

2" ALUMINUM MONUMENT FOUND
TOWN OF FLOWER MOUND
BENCHMARK NO. 5

2" ALUMINUM MONUMENT FOUND
TOWN OF FLOWER MOUND
BENCHMARK NO. 5

N 31°00'44" W
1082.63'

POINT OF
BEGINNING

N89°41'53"W 635.04'

EXISTING ZONING: SF10
LAND USE: MEDIUM DENSITY RESIDENTIAL

LOT 367

LOT 368

LOT 366

TIMBER
CREEK
COMMUNITY
DEVELOPMENT
AREA FIVE
VOL 15, PG
28
P.R.D.C.T.

LOT 369

OS
PARK

MASTER PLAN FEATURES

LAND USE PLAN	SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL
URBAN DESIGN PLAN	DOES NOT APPLY
PARKS AND TRAILS	EXISTING MULTIUSE TRAIL IN MORRISS ROAD RIGHT-OF-WAY
OPEN SPACE PLAN	NOT IN A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	MORRISS ROAD – URBAN MINOR ARTERIAL
WATER PLAN	20 INCH WATER LINE LOCATED ON THE EAST SIDE OF MORRISS ROAD
WASTEWATER PLAN	8 INCH SANITARY SEWER LINE LOCATED ON THE NORTH SIDE OF CORTADERA STREET

ZONING TABLE

EXISTING ZONING: AGRICULTURAL (A)
PROPOSED ZONING: PLANNED DEVELOPMENT W/ SINGLE FAMILY 10 (SF-10) BASE

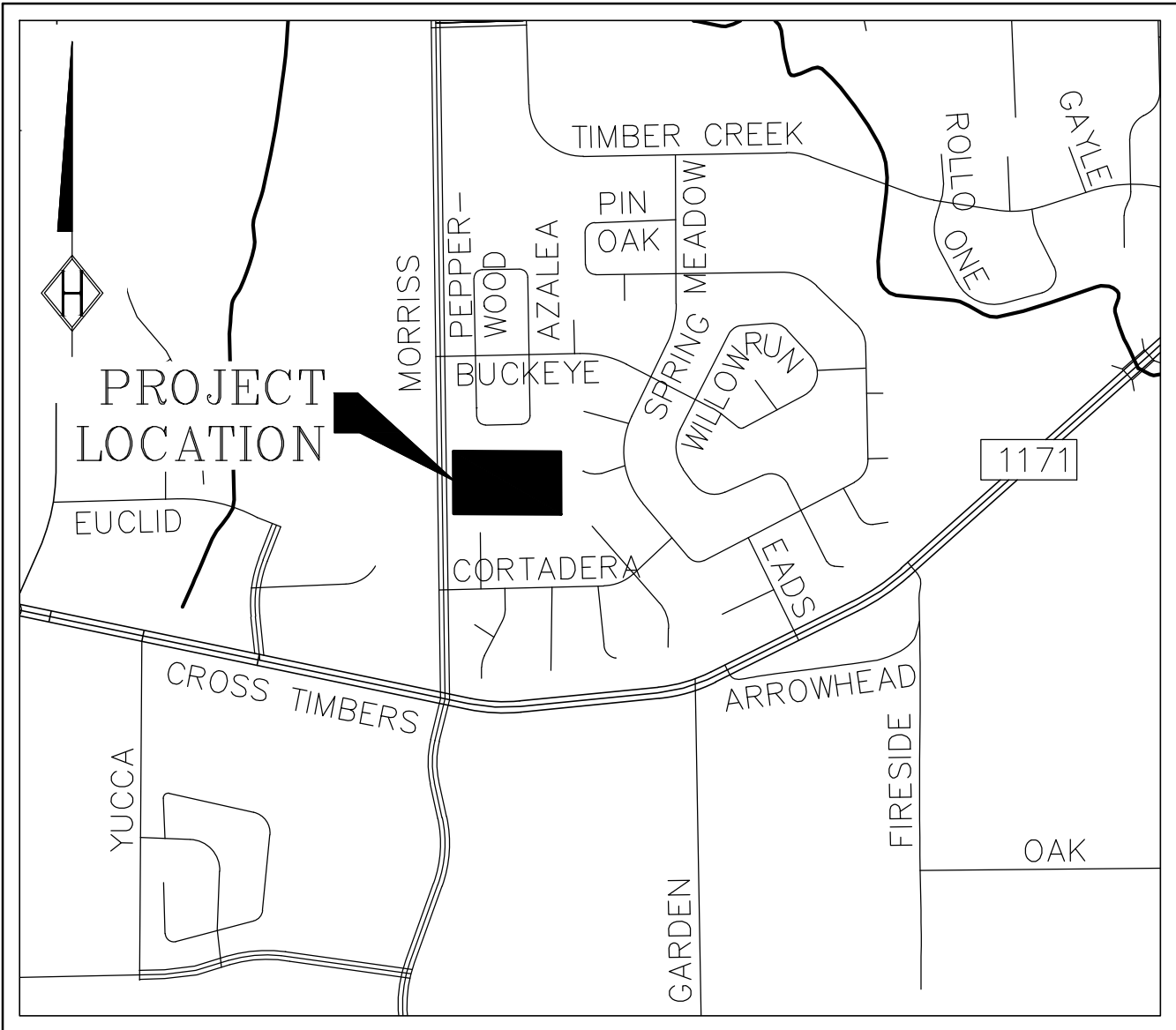
	REQUIRED	PROVIDED
MINIMUM LOT AREA:	10,000 SF	10,000 SF
MINIMUM LOT WIDTH:	70 FT	60 FT
MINIMUM CUL-DE-SAC LOT WIDTH:	40 FT	29 FT
MINIMUM CUL-DE-SAC LOT WIDTH AT BUILDING LINE:	70 FT	47 FT
MINIMUM FRONT YARD:	25 FT	25 FT
MINIMUM SIDE YARD:	10 FT	6 FT
MINIMUM REAR YARD:	25 FT	25 FT
MAXIMUM LOT COVERAGE:	40%	40%
MINIMUM FLOOR AREA:	1,800 SF	1,800 SF
MAXIMUM HEIGHT:	3 STORIES OR 35 FT	3 STORIES OR 35 FT

PROPERTY OWNER
KINDER-GARDEN FOUR DEVELOPMENT, LP
PO BOX 270058
FLOWER MOUND, TEXAS 75027
CONTACT: PETER EDWARDS
PHONE: 469-569-1991

ENGINEER
HOMEYER ENGINEERING, INC
PO BOX 294527
LEWISVILLE, TEXAS 75029
CONTACT: STEVEN R. HOMEYER, PE
PHONE: 972-906-9985

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM
REVIEW AND IS NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT
PURPOSES.
STEVEN R. HOMEYER, PE # 86942
DATE: 02/07/2023



VICINITY MAP

SCALE: 1"=1000'

LEGAL DESCRIPTION

BEING A 5.395 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NUMBER 391 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 29.98 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CALDWELL LIVING TRUST, RECORDED IN DOCUMENT NUMBER 96-R0035820 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 14 OF TIMBER CREEK COMMUNITY DEVELOPMENT AREA TEN, AN ADDITION TO THE TOWN OF FLOWER MOUND, RECORDED IN CABINET B, PAGE 30 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING IN THE NORTH LINE OF TIMBER CREEK COMMUNITY DEVELOPMENT AREA FIVE AN ADDITION TO THE TOWN OF FLOWER MOUND, RECORDED IN CABINET K, PAGE 33 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 89°41'53" WEST, WITH THE NORTH LINE OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA FIVE, A DISTANCE OF 635.04 FEET TO A CAPPED 1/2" IRON ROD STAMPED "EAGLE SURVEYING" SET AT THE NORTHWEST CORNER OF LOT 367 OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA FIVE AND BEING IN THE EAST RIGHT-OF-WAY OF MORRISS ROAD;

THENCE NORTH 00°18'16" WEST, WITH THE EAST RIGHT-OF-WAY OF SAID MORRISS ROAD, A DISTANCE OF 370.25 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 11 OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA TEN;

THENCE SOUTH 89°40'32" EAST, WITH THE SOUTH LINE OF BLOCK 11 AND BLOCK 12 OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA TEN, A DISTANCE OF 634.97 FEET TO A 2" METAL FENCE POST FOUND AT THE SOUTHEAST CORNER OF SAID BLOCK 12;

THENCE SOUTH 00°18'57" EAST, WITH THE WEST LINE OF SAID BLOCK 14, A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.395 ACRES OF LAND MORE OR LESS.

CALDWELL COURT

5.395 ACRES

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

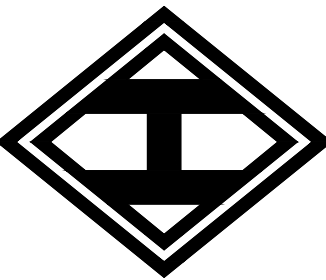
ZONING EXHIBIT

DRAWN: SRH

DATE: 10/10/19

HEI #: 19-1001

SHEET NO:
C1



HOMEYER
ENGINEERING, INC.
TBP# FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM

Exhibit “B”

Development Standards

Planned Development District No. 193 (PD-193) Caldwell Court

The development on the Property comprising approximately 5.395 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-193 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Conceptual Landscape Plan.

B. Uses.

1. Development of Caldwell Court, comprising approximately 5.395 acres of land, shall comply with all regulations applicable to the SF-10 Single-Family Residential District-10 contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

C. Minimum and Maximum Dimensions.

1. The dimensional regulations listed in the SF-10 Single-Family District-10 in the Town’s Zoning Ordinance shall be required for this Planned Development as shown on Exhibit “C” except as modified below:
 - a) Minimum lot width shall be 60 feet, subject to section 98-1024.
 - b) Minimum lot width at property line for cul-de-sac lots shall be 29 feet at the property line and 40 feet at the building line, subject to section 98-1024.
 - c) Minimum side yard. The minimum side yard shall be six (6) feet, subject to section 98-1027. The minimum side yard setback from Morriss Road shall be 35 feet except for Lot 18, which shall have a minimum side yard setback of 31 feet from Morriss Road as shown on Exhibit “C.”

D. Landscape Standards.

1. Landscaping shall be in accordance with the Town’s landscape ordinance as amended as shown on the Conceptual Landscape Plan, Exhibit “D”.

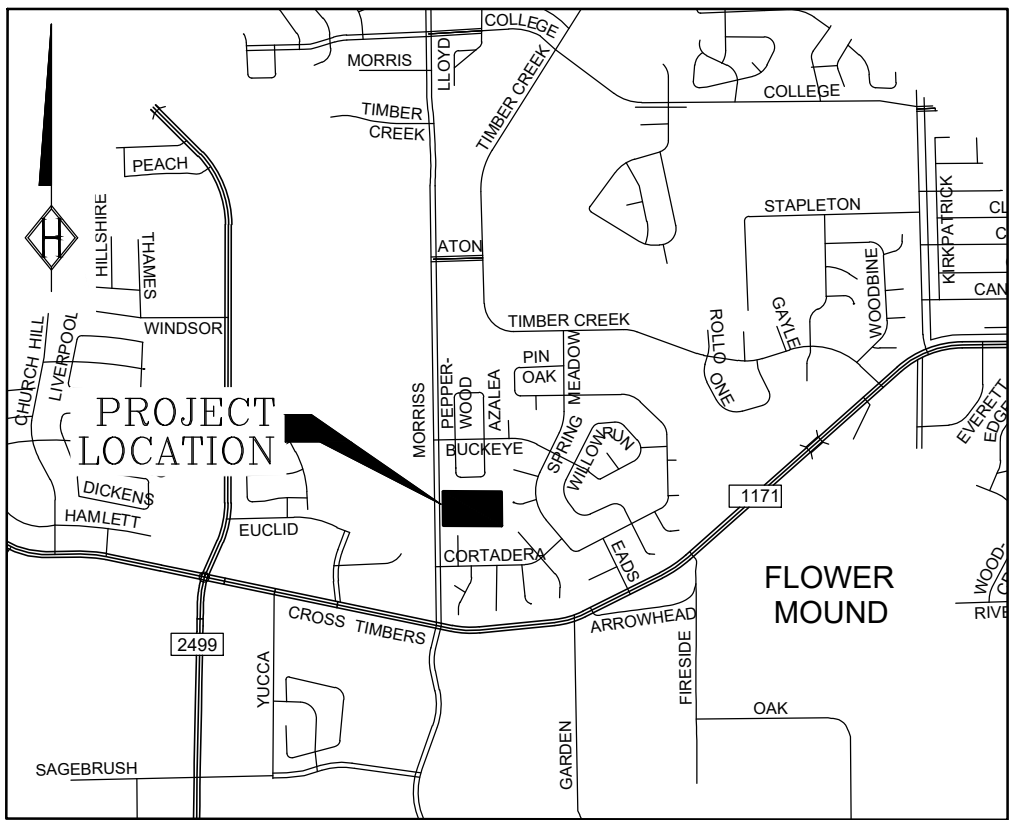
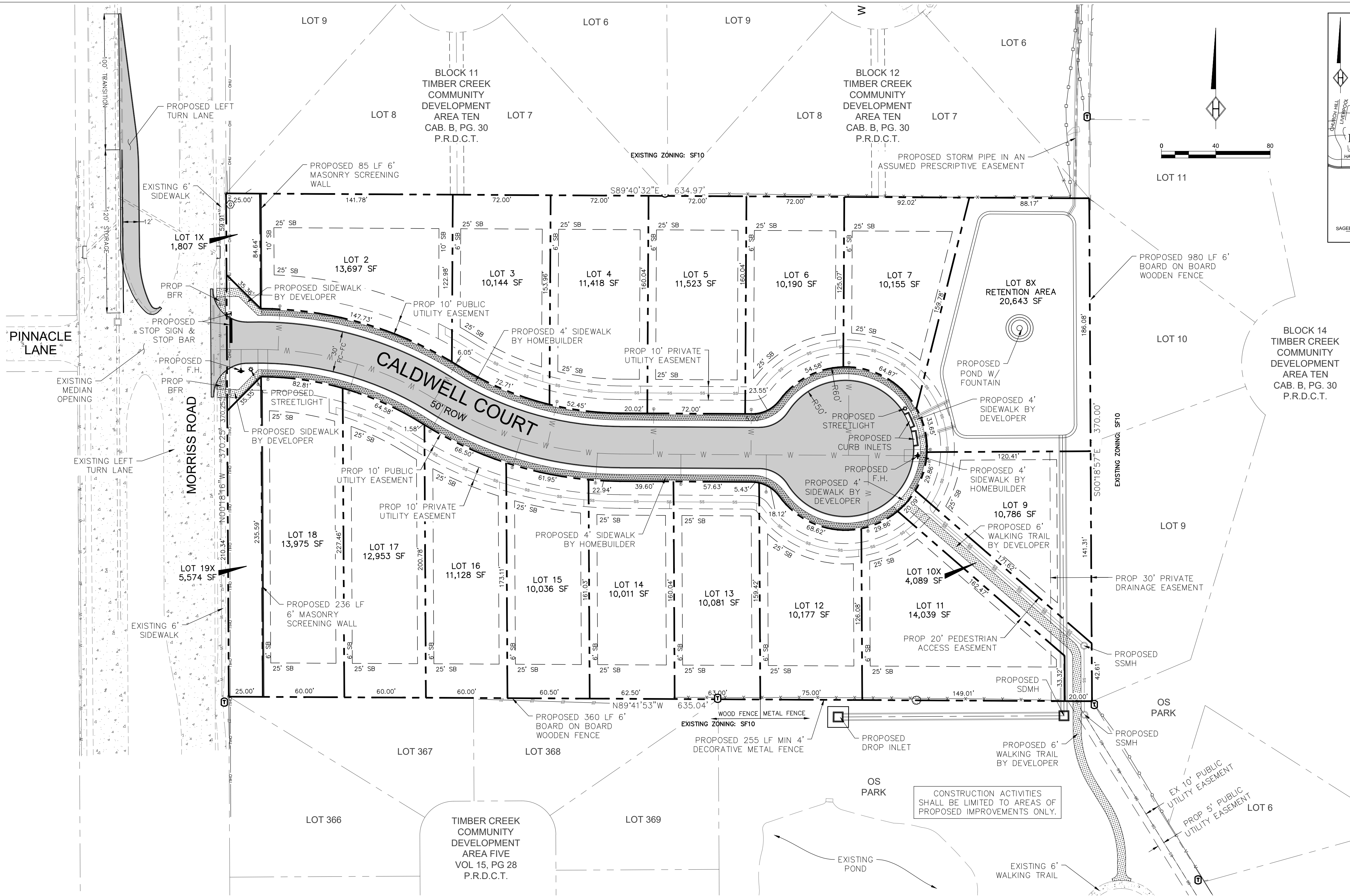
E. Supplemental Standards.

1. Maximum number of buildable lots shall be 15.
2. Development shall include all of the improvements as depicted on Exhibit "C." Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.
3. Lot 13, as shown on the Conceptual Site Plan, may have a minimum six foot (6') board on board wood fence adjacent to Town parkland in lieu of the required decorative metal fence. Vertical posts and backer rails for wood fences shall not be visible from Town parkland. All other properties adjacent to Town parkland must comply with the Town's ordinance, as amended.
4. At the time of first record plat/replat application, Lot 10x shall be dedicated as a 20-foot pedestrian access to include a six-foot sidewalk in order to provide access to the Town parkland.

F. Exceptions. This PD-193 shall be granted an exception from compliance with the following Town Ordinance(s):

1. An exception to "Depth" pursuant to Section 90-272, Lot depth, lines, and frontage, of the Code of Ordinances as depicted on Exhibit "C."

S:\cadd\april\19-1001_morrisres\residential\19-1001_morrisres\19-1001_c02_development_planning.dwg User: srh, February 08, 2023 3:03:24 PM



VICINITY MAP
SCALE 1"=2000'

LOT TABLE

LOT	AREA (SF)	AREA (AC)
1X	1,807	0.04
2	13,697	0.31
3	10,144	0.23
4	11,418	0.26
5	11,523	0.26
6	10,190	0.23
7	10,155	0.23
8X	20,643	0.47
9	10,786	0.25
10X	4,089	0.09
11	14,039	0.32
12	10,177	0.23
13	10,081	0.23
14	10,011	0.23
15	10,036	0.23
16	11,128	0.26
17	12,953	0.30
18	13,975	0.32
19X	5,574	0.13

PROPERTY OWNER
KINDER-GARDEN FOUR DEVELOPMENT, LP
PO BOX 270058
FLOWER MOUND, TEXAS 75027
CONTACT: PETER EDWARDS
PHONE: 469-569-1991

ENGINEER
HOMER ENGINEERING, INC
PO BOX 294527
LEWISVILLE, TEXAS 75029
CONTACT: STEVEN R. HOMER, PE
PHONE: 972-906-9985

SITE INFORMATION

EXISTING ZONING: AGRICULTURAL (A)
PROPOSED ZONING: PLANNED DEVELOPMENT (PD)
PROPOSED NO. LOTS:
15 RESIDENTIAL LOTS
4 COMMON AREA LOTS
PROPOSED LOT AREA REQUIREMENTS:
MINIMUM LOT AREA: 10,036 SF
MINIMUM LOT WIDTH: 60 FT
MINIMUM LOT WIDTH IN CUL-DE-SAC: 29.86 FT
MINIMUM FRONT YARD: 25 FT
MINIMUM SIDE YARD: 6 FT
MINIMUM REAR YARD: 25 FT
MAXIMUM LOT COVERAGE: 40%
MINIMUM FLOOR AREA: 1,800 SF
MAXIMUM HEIGHT: 3 STORIES OR 35 FT

LEGEND

I.R.F.	IRON ROD FOUND	☒	POWER POLE
I.R.S.	IRON ROD SET	☼	LIGHT POLE
"X"	CUT X IN CONCRETE	⊗	WATER VALVE
F.C.P.	FENCE CORNER POST	⊙SSMH	SANITARY SEWER MANHOLE
///	ASPHALT	⊙	FIRE HYDRANT
①	TELEPHONE MANHOLE	⊗WM	WATER METER

NOTES:

- THIS CONCEPTUAL LOT LAYOUT IS FOR CONCEPTUAL PLANNING ONLY AND SHALL NOT BE USED FOR BIDDING OR CONSTRUCTION.
- THIS PROPERTY WILL REQUIRE THE TOWN OF FLOWER MOUND APPROVAL PRIOR TO SITE DEVELOPMENT.
- THE PROPOSED RETENTION AREA IS APPROXIMATE. THE FINAL SIZE SHALL BE DETERMINED AT THE TIME OF PLAT APPROVAL.

CALDWELL COURT

5.395 ACRES

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

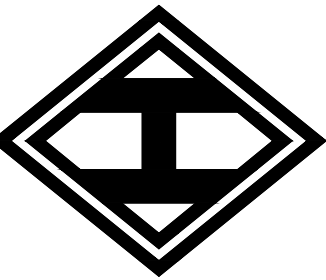
CONCEPT
PLAN

DRAWN: SRH

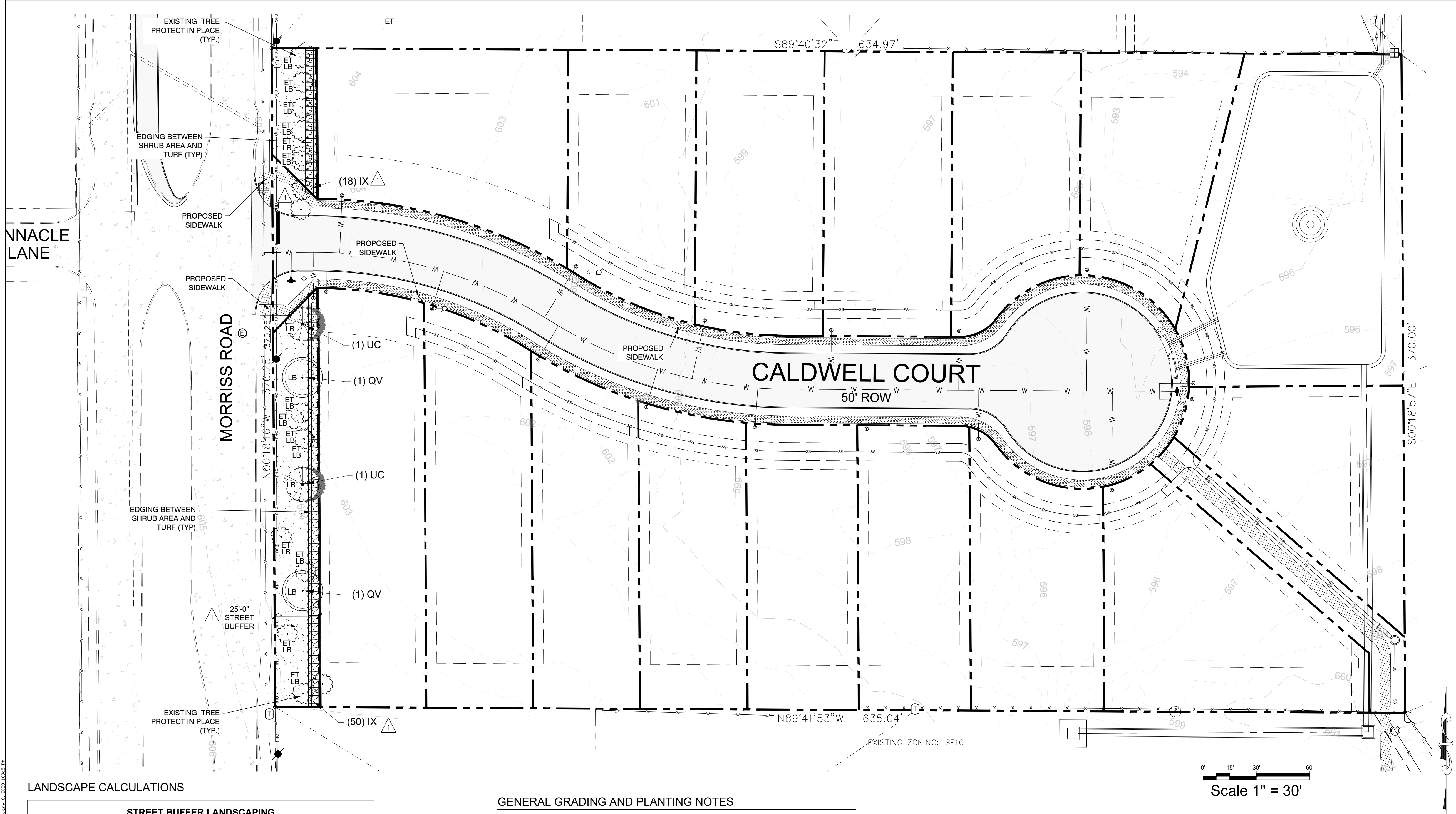
DATE: 10/10/19

HEI #: 19-1001

SHEET NO:
C2



HOMER
ENGINEERING, INC.
TBP FIRM REGISTRATION NO. F-84440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



LANDSCAPE CALCULATIONS

STREET BUFFER LANDSCAPING			
STREET NAME	REQUIRED BUFFER WIDTH	PROVIDED	
MORRISS RD	25 FT	25 FT	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FT.)	REQUIRED	PROVIDED
1 PER 30 LF	320 LF	11 TREES	11 TREES 4 PROPOSED 7 EXISTING

MULCHES

AFTER ALL PLANTING IS COMPLETE, UNLESS NOTED OTHERWISE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

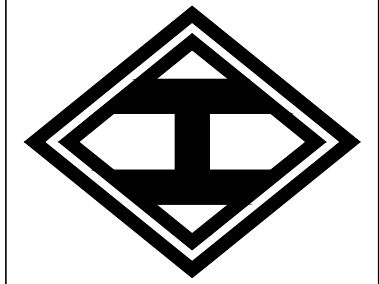
GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - AFTER INSTALLING SOIL AMENDMENTS IN SHRUB AREAS, AND IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, ENSURE THAT THE FINISH GRADE IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 3" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
 - AFTER INSTALLING SOIL AMENDMENTS IN TURF AREAS, ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 1" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
 - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUND COVER PATTERNS) SHALL TAKE PRECEDENCE.
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
 - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- CONTRACTOR SHALL MODIFY EXISTING IRRIGATION SYSTEM TO ACCOMMODATE PROPOSED PLANTINGS & ENSURE FULL FUNCTIONALITY OF SYSTEM.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.
- SITE FURNISHINGS ARE SCHEMATIC FOR REGULATORY APPROVAL. CONTACT (866) 284-1780 FOR ADDITIONAL PRODUCT INFORMATION.
- UNDERSTORY TREES SHALL BE MAINTAINED TO PROVIDE A CONTINUOUS DENSE 6' SCREEN.

PLANT SCHEULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY
ET		Existing Tree to Remain	exist.		
QV		Southern Live Oak / Quercus virginiana street buffer tree (LB)	CONT	3" Cal / min. 10' ht.	2
UC		Cedar Elm / Ulmus crassifolia street buffer tree (LB)	CONT.	3" Cal / min. 10' ht.	2
SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY
IX		Nellie R. Stevens Holly / Ilex x 'Nellie R. Stevens' min. 24" ht; 54" o.c.	5 gal.		68
GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY
CD		Bermuda Grass / Cynodon dactylon `tif 419`	sod		5,562 sf
NOTE: PER CODE MAXIMUM HEIGHT WALL / FENCE IS 8'.					

HOMER
ENGINEERING, INC.
TBE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.TX.US.COM



CALDWELL COURT
5.395 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT
LANDSCAPE PLAN



DRAWN: SRH
DATE: 10/10/19
HEI #: 19-1001

SHEET NO:
LP-1





TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: February 20, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0001) for fourteen (14) specimen trees on property proposed for development as Caldwell Court. The property is generally located east of Morriss Road and north of Cortadera Street. (The Environmental Conservation Commission recommended approval for specimen trees #s 3502, 3508, 3533, 3534, 3537, 3550, 3552*, 3625, 3672, 3691, 3699, and 3709 (*tree #3552 has been declassified) and denial of specimen trees #s 3647, 3656, and 3659 by a vote of 4-0-0 at its February 7, 2023, meeting).**

BACKGROUND: The Caldwell Court development consists of approximately 5.395 acres and is generally located east of Morriss Road and north of Cortadera Street. The proposed site for a new residential development is currently zoned for Agricultural (A) uses and master planned for medium density residential. The applicant is proposing to rezone the 5.395 acres to Planned Development District No. 193 (PD-193) with Single Family District-10 (SF-10) uses. According to the updated tree survey for the project, the site contains a total of seventeen (17) specimen trees, and the applicant is requesting to remove fourteen (14) of the specimen trees on the site. The specimen trees proposed for removal are in good to fair condition and located within the proposed buildable area.

The following is a list of the fourteen (14) specimen trees being requested for removal: Tree #3502 – 33” pine; Tree #3508 – 31” post oak (fair condition); Tree #3533 – 32” pecan; Tree #3534 – 25” pecan (fair condition); Tree #3537 – 26” pine; Tree #3550 – 23” blackjack oak (fair condition); Tree #3625 – 38” American elm; Tree# 3647 - 25" water oak; Tree #3656 - 25" water oak; Tree #3659 - 25" American elm; Tree #3672 – 37” American elm; Tree #3691 – 29” water oak; Tree #3699 – 26” water oak; and Tree #3709 – 37” water oak. Tree #3552, which was originally considered by the ECC, has been declassified as a specimen tree due to its poor condition.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 824” of replacement trees, equaling 275 three-inch caliper trees, will be required for the fourteen (14) specimen trees being requested for removal on this site. In addition, protected trees removed will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing trees on the site, so there will be credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: The application for the initial fifteen (15) specimen trees onsite was considered by the Environmental Conservation Commission (ECC) at its February 7, 2023, meeting. The ECC recommended approval for specimen trees #s 3502, 3508, 3533, 3534, 3537, 3550, 3552*, 3625, 3672, 3691, 3699, and 3709 and denial of specimen trees #s 3647, 3656, and 3659. *Tree #3552 has been declassified due to its poor or hazardous condition. The ECC meeting can be viewed at:
<https://flowermoundtx.swagit.com/play/02082023-752>

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen Tree Removal Permit Application
3. Specimen Tree Pictures
4. Tree Survey

DRAFT MOTION: Move to approve as presented in the agenda caption.



February 15, 2023

Development Services
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, Texas 75028

RE: Caldwell Court Tree Removal Letter of Intent

To Whom It May Concern,

Homeyer Engineering, Inc., on behalf of our client, is submitting this tree removal letter as it relates to the proposed Caldwell Court single family residential development. This 5.395 acre site was used as an individual single family residence and as a result, the surrounding properties were developed around it thus creating this infill property.

The subject property has a total of seventeen (17) specimen trees located within its boundaries. In addition, the subject property has approximately ten (10) feet of grade difference from the front to the back. In order to adhere to the Town of Flower Mound's development regulations we are not allowed to have lot to lot drainage. As a result, the interior of the site will need to be lowered in order to make the stormwater drain away from the neighboring properties and to contain it on-site. In doing so, the native soil will be lowered to create the proposed roadway subgrade and interior swales to achieve the required drainage patterns.

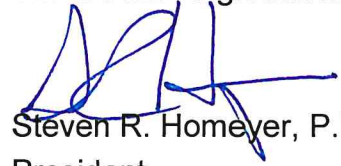
As mentioned above, there are seventeen specimen trees located on this property. Of the seventeen trees, three (3) are proposed to remain and fourteen (14) are proposed to be removed. Six (6) of the trees to be removed are either located within the limits of the proposed roadway or in a drainage easement. The remaining eight (8) trees either fall within the building pads or within the aforementioned swales. There are three trees located in close proximity to the proposed detention facility. The Environmental Conservation Committee during their February 7, 2023 meeting recommended that these trees not be permitted for removal. However, the developer would like to continue to show them as being removed. As a result, he will pay the required mitigation fees for the removal of these three trees, but will make every attempt to keep them when and where possible during construction.

We look forward to working with the Town of Flower Mound to complete this project and to bring yet another quality neighborhood to the central area of the town. Should you have any questions regarding this submittal, please feel free to contact me at shomeyer@hei.us.com or 972-906-9985

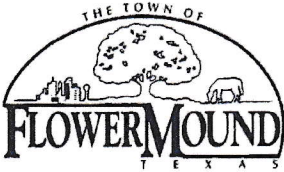
Sincerely,

HOMEYER ENGINEERING, INC.

TBPE Firm Registration No. F-8440



Steven R. Homeyer, P.E.
President



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

STEPHEN SALES

Address:

15455 DALLAS PKWY #600
ADDISON, TX 75001

Phone:

800-680-6630

Applicant's Legal Interest in the Property:

LANDSCAPE ARCHITECT

2. Property Owner(s)

Name(s): KINDER-GARDEN FOUR DEVELOPMENT, LP

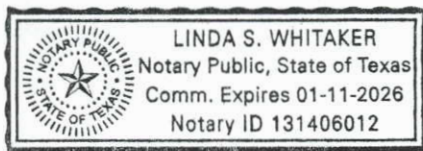
Address: PO BOX 270058
FLOWER MOUND, TX 75027

3. Location and Legal Description of Property:

4000 MORRIS ROAD
TRACT 3, J. EADS SURVEY, ABSTRACT #391
PROPOSED CALDWELL COURT

4. Owner's Authorization of Representation

I, Michael Swayden, the owner of the above described real property, do hereby authorize Stephen Sales to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Michael Swayden
Signature of Owner

Given Under My Hand and Seal of Office
This the 9th Day of Jan., 2023

Linda Whitaker
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I _____, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. _____
State of Licensure _____
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the ____ Day of _____, 20____

Notary Public
In and For _____ County, Texas

6. Received by Town of Flower Mound on (Date) 1/10/2023 by
(initials) JRH.

4. Owner's Authorization of Representation

I, _____, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Signature of Owner

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20__

Notary Public
In and For _____ County, Texas.

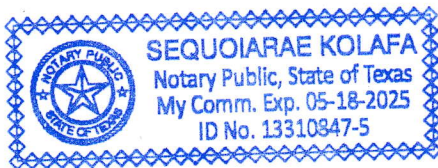
5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I

STEPHEN W. SALES, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. 3470
State of Licensure TEXAS
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



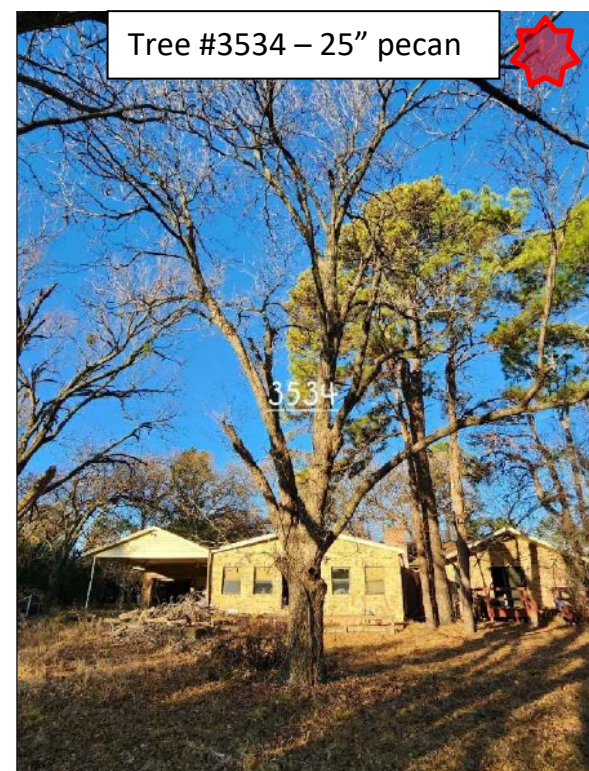
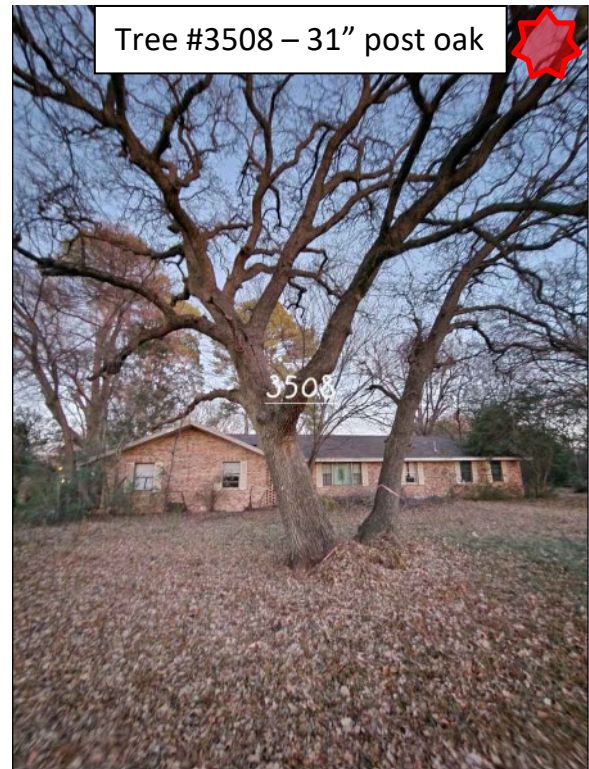
Given Under My Hand and Seal of Office
This the 9th Day of January, 20 23

Notary Public
In and For Bexar County, Texas

6. Received by Town of Flower Mound on (Date) 1/10/2023 by
(initials) JRH.



Caldwell Court -
Specimen trees proposed for removal

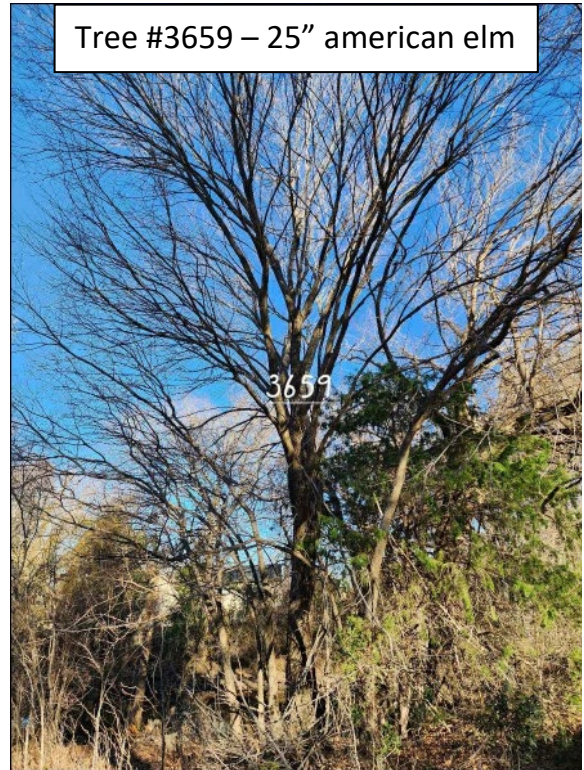




Tree #3656 – 25" water oak



Tree #3659 – 25" american elm



Tree #3672 – 37" american elm



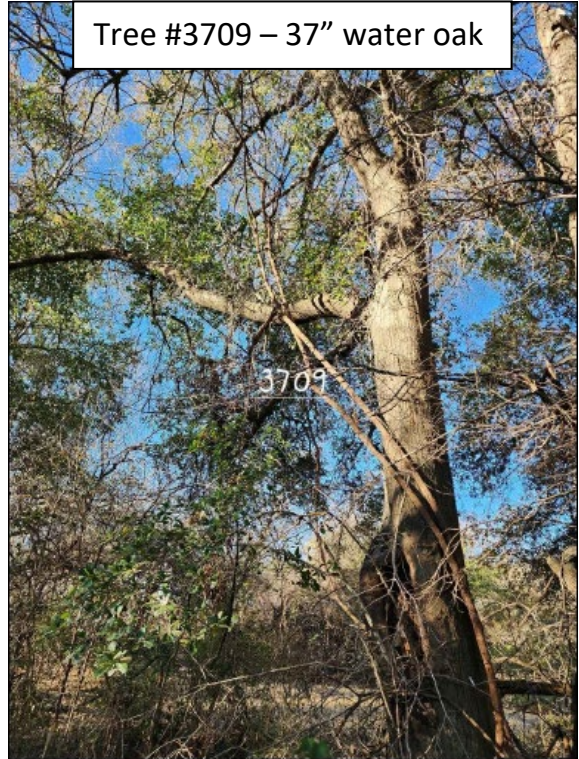
Tree #3691 – 29" water oak



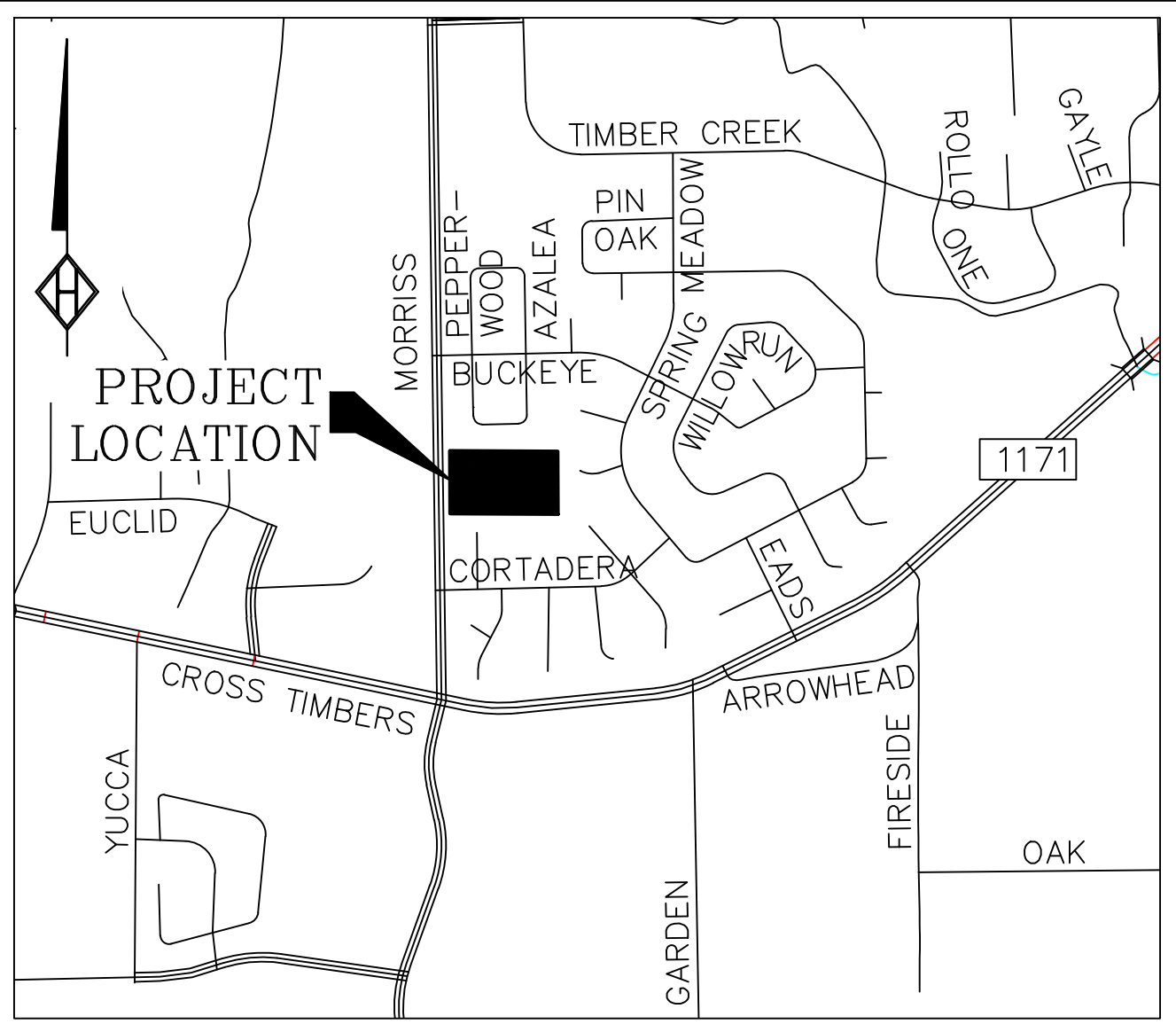
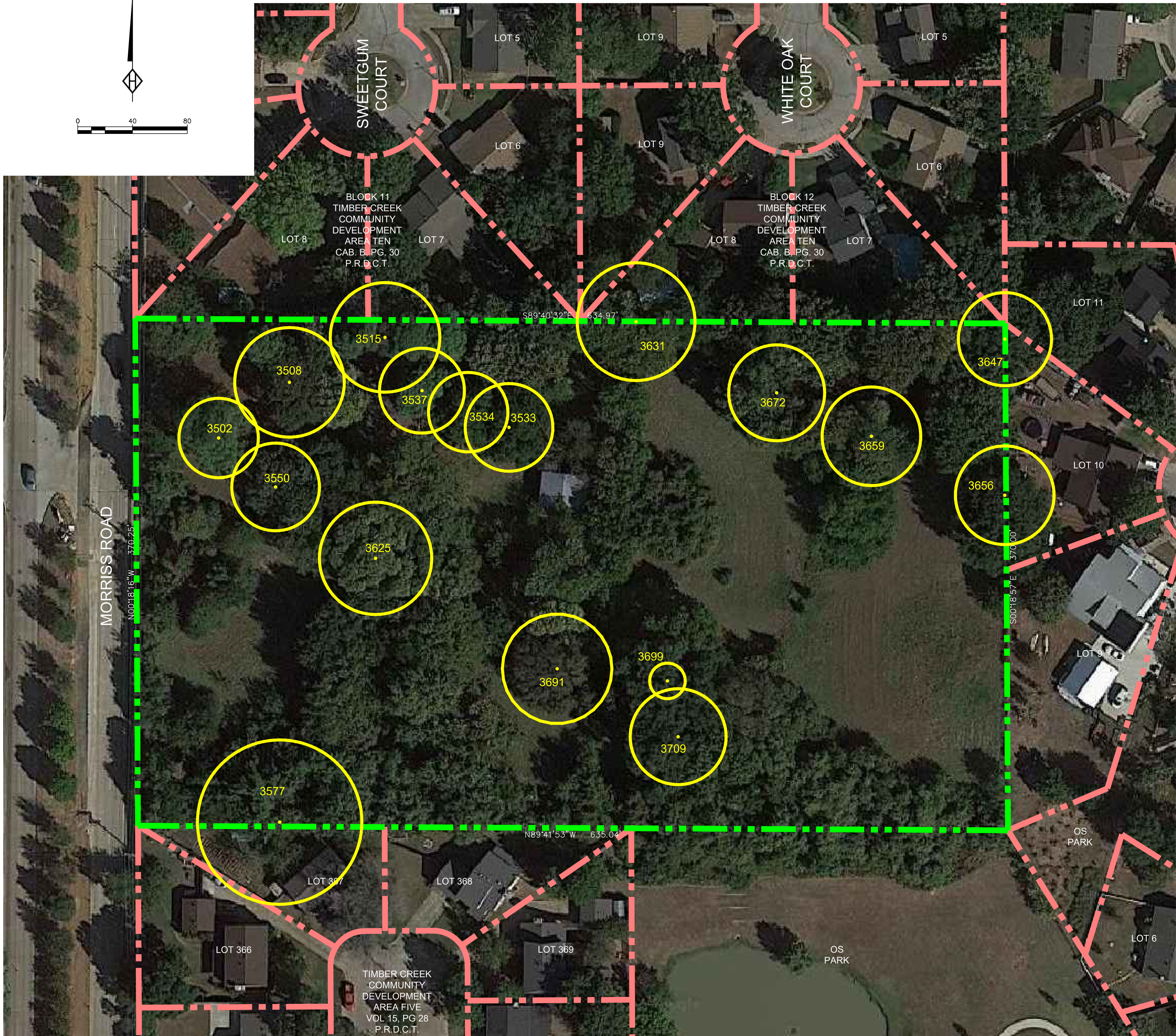
Tree #3699 – 26" water oak



Tree #3709 – 37" water oak



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Monday, February 13, 2023, 4:24:38 PM



VICINITY MAP
SCALE: 1"=1000'

NUMBER OF PROTECTED TREES: 137
NUMBER OF SPECIMEN TREES: 17
TOTAL NUMBER OF PROTECTED AND SPECIMEN TREES: 154

AS THE LANDSCAPE ARCHITECT OF RECORD FOR THE CALDWELL COURT PROJECT, I USED A TREE SURVEY PREPARED BY CODY DAVIS, ARBORIST NO. 76108 TO COMPLETE THE TREE REMOVAL PERMIT AS SUBMITTED TO THE TOWN OF FLOWER MOUND.



02/14/2023

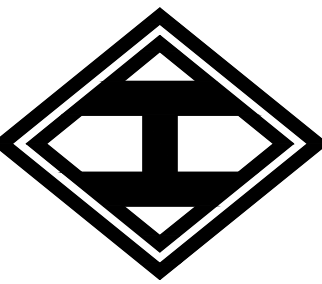


CALDWELL COURT
5.395 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

DRAWN: SRH
DATE: 10/10/19
HEI #: 19-1001

SHEET NO:
TS1



HOMMEYER
ENGINEERING, INC.
TBPE FIRM REGISTRATION NO. F-8440
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